

6/30/00
(2000)

Contract

Between

GALESBURG-AUGUSTA COMMUNITY SCHOOLS
Kalamazoo County, Michigan

and the Galesburg-Augusta Educational Employees Association

1996-2000

Galesburg-Augusta Community Schools

Contract
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Agreement

The Agreement is made by and between the Galesburg-Augusta Community School Board of Education, (hereinafter called the Board) Kalamazoo County, Michigan and the Galesburg-Augusta Education Employee Association (hereinafter called the Association) for the express purpose of providing clarification of employee rights and responsibilities for all clerical and library clerk employees of the district.

Article I Contract

1.1 Recognition. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, in regards to wages, hours, and other terms and conditions of employment for all secretaries, Office Aides and library clerks employed by the Board, but expressly excluding supervisory personnel, student help hired on a part-time basis, central office personnel, or other part-time help not specifically included in this contract.

1.2 Definitions. The words and phrases hereinafter set forth shall have the following meaning:

1.21 Employee covered by these terms shall mean all secretaries, library clerks and office aides employed by the Board, but not including supervisory personnel, student help hired on a part-time or seasonal basis, central office personnel, certified employees or other part-time help not specifically included in this contract.

1.22 Full-time employee shall mean secretaries who work a seven hour day for 205 days a year and library clerks and office aides who work a seven hour day for 195 days a year.

1.23 Part-time employee shall mean all employees who work at least the regular school year and who work an average of four (4) or more hours but an average of less than seven (7) hours during a normal work day.

1.24 Other employees shall mean all employees who work at least the regular school year and who work an average of less than THREE (3) hours during a normal work day.

1.25 Day shall mean the average number of hours worked per regular work day averaged over a full work week, expressly excluding overtime hours worked.

Article 2

Compensation and Benefits

2.1 Salary. The salaries of employees covered by this agreement for the school year 1996-97 shall be displayed in Schedule A which is attached.

2.2 Overtime. Overtime worked in excess of seven (7) hours in one day or thirty-five (35) hours in one (1) week will be paid at the regular rate. Overtime in excess of ten (10) hours a day or forty (40) hours a week shall be paid at 1 1/2 the regular hourly rate, authorized by the superintendent. No employee shall be required to take time off in lieu of overtime payment.

2.3 Health Insurance. M.E.S.S.A. Super Care 1 Insurance will be paid by the employer pro-rated for each employee in classifications I and II (Secretaries and Library Clerks). Health insurance coverage will be based on a 7 hour contracted workday, 220 work days for secretaries and 190 work days for library clerks per year for full coverage. Option will be open for negotiation for office aides in 1997-98, 1998-99 and 1999-2000. All employees receiving full health coverage prior to the existence of this agreement shall continue to have such benefits provided negotiated agreement provisions permit same.

2.4 Insurance Options. Those employees who are entitled to health insurance benefits but do not exercise that option shall be entitled to \$850 for 1996-97 and \$900 for 1997-98 AND \$900 for 1998-99 Reopeners 1999-2000 of insurance "options" or annuities for those full-time employees who do not use medical coverage. Annuities for part-time employees will be pro-rated according to hours of employment.

2.5 Dental Insurance. SET Dental Insurance coverage will be provided by the Employer for employee classifications I & II at 50-50 co-pay arrangement. Part-time employees premium shall be prorated as in the medical insurance. The dental program shall provide for a fifty (\$50.00) dollar deductible paid by the Board and there shall be a ten (10%) percent premium incentive added each year the plan is in effect.

Employees continuing to work but whose hours are reduced during the work year shall not suffer any loss of Board-paid health insurance or dental insurance that year.

Article 3 Working Conditions

3.1 Immediate Supervisor. Employees will be directly responsible to the principal of the school building in which the employee works.

3.2 Hours. Full-time employees shall normally work a seven (7) hour day from 8:00 a.m. until 4:00 p.m. with a one (1) hour lunch break. Permanent deviations in stated starting and ending times can be made at the time of hiring or by mutual agreement of employer and employee at any time. Hours may be changed on occasion for good cause at the request of the Employee's immediate supervisor. Part-time and other employee's hours shall

be as set by the employee's immediate supervisor.

3.3 Student Monitoring. The employer shall save harmless any legal liability that may result when an employee at her/his duty station acts as directed to provide adult direction for students.

Article 4 Vacancies and Promotions

4.1 Vacancies. Whenever vacancies or other opportunities in any position covered under this handbook occur, the employer shall advise employees by posting such notice in the office of each building. No vacancies shall be filled, except in case of emergency, on a temporary basis until such vacancies shall have been posted for at least seven (7) calendar days.

Article 5 Layoff and Recall

5.1 Lay-off. Employees shall be laid off categorically on the basis of seniority by category. Employees shall accumulate seniority on the basis of time worked in the district. Fulltime employees shall gain one (1) year of seniority. Employees working less time shall accumulate seniority on a pro rata basis.

5.2 Recall. Laid off employees within a classification shall have the right to recall based on the reverse order of the layoff.

Article 6 Employee Rights

Nothing set forth in this agreement shall deprive any Galesburg-Augusta Education Employee Association employee of his/her right to handle his or her disputes individually or with representation.

Article 7 Grievance Procedure

The grievance procedure is intended to be used for those matters which have not been resolved through the use of normal work procedures.

7.1 Written Claim. If there is an unresolved dispute concerning terms and conditions of employment which has not been satisfactorily resolved through normal work procedures, the employee has ten (10) days from the occurrence of the event to file a written claim. The claim should include:

- A. An identification of the employee(s);

- B. The facts upon which the claim is based;
- C. The term or condition of employment allegedly violated;
- D. The specific relief requested;
- E. The date of the claim;
- F. The signature of the employee.

This written claim shall be filed with your Principal.

7.2 Formal Conference. Employees are entitled to receive, within ten (10) work days, a written response to the claim. If the issue is not resolved with the written response, a formal conference will be held with the Superintendent or his designee. The purpose of the formal conference is to seek a positive and constructive disposition of the claim. Any mutual agreement as to disposition of a claim will be in writing. If no mutual agreement is reached, a claim review may be requested by the Employee.

7.3 Claim Review. A claim review will be scheduled at a convenient time for all parties upon the request of the employee. The review of the claim shall be made by two appointed board members who shall discuss the claim with the employee and her representative and the superintendent and/or his/her designee. These parties will seek a positive and constructive disposition of the claim. The disposition of the claim shall be in writing, mailed to the grievant and shall be binding upon the parties.

Article 8 Leave Policy

8.1 Sick Leave. At the beginning of each school year, each employee covered under these terms in classifications I, II, and III shall be credited with a one (1) day per month worked (up to 10 days per year) sick leave allowance to be used for absence caused by illness, physical disability and doctor and dental appointments of the employee. The unused portion of such allowance may accumulate to a total of ninety (90) days. A portion of a sick leave may be used in increments of one hour.

In the event of illness of a member of the employees' immediate family, the employee may request up to five (5) days per year to be deducted from the employees' accumulated sick leave for the purpose of caring for said family member. Such leave shall not be requested or allowed when other family members are able to provide such care.

8.2 Personal Leave. (Categories I, II) Full-time and part-time Employees will be provided with personal leave with pay at the

rate of three (3) days per school year Category III employees shall have 2 personal days per year. Personal leave shall not accumulate and all requests for personal leave shall, except in emergencies, be submitted at least three (3) days in advance of the anticipated absence. Personal leave shall be taken for necessary business or activities which cannot be handled at any other time than the working day; and in no case shall it be assumed that this policy will cover absences for pleasure trips, shopping, or working at home.

8.3 Funeral Leave. Employees in categories (I,II,III) shall be allowed up to three (3) days per year leave with pay in the event of death of an immediate member of the Employee's family.

Unpaid absence beyond three (3) days shall be determined by the superintendent.

Immediate family is defined as mother, father, sister, brother, husband, wife, child, grandparent, father-in-law, and mother-in-law. If death of any other family member occurs, absence may be excused as allowed by contract and/or superintendent permission.

8.4 Snow Days. No employee will be expected to report for work on snow days. Salary for snow days shall be paid at the time of make up; snow days not made up shall be paid at the time of occurrence (under no circumstances shall more than 2 days of "snow leave" per year be paid).

8.5 Discretionary Leave for Job-Related Workshops. Upon request through the principal, the employee may be granted discretionary leave to attend a job-related workshop. This attendance will be voluntary by the employee. Any fees will be paid by the employer, but, in no case, shall the employee receive compensation beyond their regular working hours.

Article 9 Vacation

9.1 One Week

Employees in classifications (I,II,III) who have been continuously in the employment of the Board for one full year shall receive one (1) week vacation with pay. Employees in classification 3 employed by the district for one full year shall receive one week of paid vacation beginning in 1990-91 school year (no retroactive provisions shall be allowed). Eligibility for vacation pay shall be based on date of employment. Vacation shall take place during the school Christmas vacation time. The pay shall be based on contracted weekly hours.

9.2 Two Weeks

All employees in classification (I,II,III) with four (4) full years or more years of continuous employment in the schools will

be eligible for two (2) weeks vacation. One (1) week will be taken during Christmas vacation time and one (1) week during the school spring vacation time. The pay shall be based on contracted weekly hours. Eligibility for vacation pay shall be based on date of employment.

9.3 Three Weeks

All employees in classification (I & II) who have been continuously in the employment of the Board for ten (10) years shall be granted three (3) weeks vacation with pay. Where possible, two (2) vacation weeks will be taken during the school Christmas vacation time and one (1) vacation week will be taken during the school spring vacation time. The pay shall be based on contracted weekly hours. (See Addenda on grandparented people).

9.4 Holidays

The following holidays or days will be paid based on contracted daily hours to employees in classification I, II, AND III if the employee has worked his/her regular number of hours during the last work day before the holiday of days:

- Labor Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Day
- New Year's Day
- Good Friday
- Memorial Day

9.5 Paid Vacation Compensation

To compensate employees under this agreement who are eligible for three weeks of paid vacation, two days' pay (to compensate for Christmas and New Year's Day holidays) will be added to the last paycheck for the fiscal year. Christmas and New Year's are to be considered holidays and will be paid as such. The two additional days will be considered the days added to fill the three week vacation obligation of the district.

Article 10 Terms and Conditions

10.1 Job Descriptions and Responsibilities. Employees covered by this agreement shall faithfully fulfill the job requirements as specified in the Galesburg-Augusta School District job description booklet.

10.2 Evaluation. Employees shall receive a written evaluation of their job performance at least once per year. These shall be written by the appropriate principal. Evaluations shall state specifically if job performance is satisfactory or not. In

improvement shall be allowed except in those instances where continued employment poses a threat to students or harm to other employees or in instances of insubordination or wanton disregard for job requirements.

10.3 Authority. All employees covered by these terms are support personnel. Situations requiring professional discretion, attendance, or actions should always be deferred to the appropriate personnel by the employee. Employees should always keep in mind that good public relations (with parents, students, other employees, etc.) is essential and requires a positive outlook on their part. Intervention in potentially hostile situations should always be done by a professional if time allows for it.

10.4 This Agreement is in effect from August 9, 1996 through June 30, 2000. ↗

SCHEDULE A
1996-97

	<u>1 - 5 yrs</u> <u>Dist. Exp.</u>	<u>6 - 10 yrs</u> <u>Dist. Exp.</u>	<u>11 - 15 yrs</u> <u>Dist. Exp.</u>	<u>16+ yrs</u> <u>Dist. Exp.</u>
I Secretary	8.79	9.38	9.99	10.37
II Lib. Clerk	8.19	8.79	9.39	10.37
		1-2 yrs Dist. Exp.	3 plus Dist. Exp.	
III Office Aides		7.24	7.98	

Salary for the years 1997-98, 1998-99 and 1999-2000 will be negotiated each year. Negotiation to begin no later than the third Monday of April of each year.

ADDENDA

The following people are granted three weeks vacation on a grandpersoned status: Connie Ludlow and Marlene Goodman. This vacation to be taken during the Christmas and Spring Breaks.

IN WITNESS WHEREOF, the parties have executed in duplicate this Employment Contract as of Oct 24, 1996, 1996.

Pat Kelly
Pat Kelly, Negotiator

Sandy Williams
Sandy Williams, Negotiator

GALESBURG-AUGUSTA COMMUNITY SCHOOLS

Ronald A. Myroznicki
Superintendent

E. H. Thompson
President, Board of Education