

Agreement

Between

***Alpena Public Schools
Alpena, Michigan***

And

***United Steelworkers
Local 211***

July 1, 2011 through June 30, 2013

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AGREEMENT

THIS AGREEMENT, entered into this 27th day of May, 2011 by and between the BOARD OF EDUCATION OF ALPENA AND PRESQUE ISLE COUNTIES, MICHIGAN, hereinafter called the "Board" and the UNITED STEELWORKERS –on behalf of Local 211, AFL-CIO-CLC, hereinafter called "Union". The parties agree as follows:

I. RECOGNITION

A. The School District recognizes the Union as the sole and exclusive bargaining representative for all its employees, and for the purpose of this Agreement, the term employees as certified by the State of Michigan Employment Relations Commission as the Bargaining Unit shall include all office personnel, hereinafter referred to as secretaries in the School District. This representation applies both to the classification and the type of work performed by these classifications.

B. The following employees shall not be subject to the terms of this Agreement: Confidential Administrative Assistant to the Superintendent of Schools, Pupil Accountant, Administrative Assistants to the Director of Human Resources and substitute secretaries.

C. 1. All persons employed in the bargaining unit or who become employees in the bargaining unit, upon completion of the probationary period, shall, within thirty (30) calendar days of the date of hire by the School District, become members, or in the alternative, shall, within thirty (30) calendar days of their date of hire by the School District as a condition of employment pay either Union membership dues or a service fee in an amount established by the Union.

2. The School District and Union agree that the payroll deduction of union membership dues and/or services fees is required as a condition of the collective bargaining agreement. The School District will accordingly deduct the amounts designated by the Union through payroll deduction pursuant to the authority set forth in MCLA 408.477.

3. Service Fee Payors: Bargaining Unit members not joining the Union shall pay a service fee to the Union as determined in accordance with the Union policy and procedures regarding objections to political-ideological expenditures. The remedies and procedures for contesting the level of service fee set

forth in this policy shall be exclusive, and unless and until procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

4. Should the mandatory payroll deduction provisions set forth in this Article become legally disallowed, the parties agree that the discharge procedures set forth in Article I. C. of the 1988-90 collective bargaining agreement shall be reinstated.

5. In the event of any legal action against the employee because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel and agrees to indemnify and save the School District and individual Board members harmless against any and all claims, demands, losses, costs and expenses arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of this Article.

D. 1. The School District shall deduct union dues, initiation fees and assessment or agency shop fees in accordance with procedures allowed by current data processing system and remit same to the International Treasurer of the Union each month for all employees who have received a minimum of five (5) days pay.

2. When an employee does not have sufficient money due after deductions have been made for social security, retirement, group insurance, garnishment or other deductions required by law, Union dues will be deducted when sufficient money is due the employee.

E. The Union shall notify the School District in writing of the amount of dues and initiation fees to be deducted and fifteen (15) days in advance whenever they are changed thereafter.

F. A list of the employees' names from whom dues and initiation fees have been deducted shall be furnished the International Treasurer and the Local Union Financial Secretary at the time that the dues and initiation fees are remitted. This shall be done following the last pay of each month.

G. The School District shall not be liable to the Union by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deduction made from employee wages earned.

II. GOVERNMENT LAWS AND REGULATIONS

This contract shall not supersede any existing laws or future laws of the State or Federal Government as they affect the legal operation of the school system by the School District. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any Federal or State Law, the remaining portions of the Agreement shall continue in full force until the prescribed termination date.

The provisions of this agreement will be applied without regard to race, creed, religion, color, national origin, age, sex, physical characteristics, handicap, or martial status.

III. VACANCIES AND TRANSFERS

A. Vacancy Posting:

When a permanent vacancy occurs or a new position is established, a notice shall be sent to all secretaries via school district electronic mail describing the position and advising that applications will be accepted. (When school is not in session, the posting shall be sent by U.S. mail to all secretaries.) This notice shall specify the final date and hour for receipt of applications and shall allow a minimum of three (3) working days. Salary classification, a brief description of the job duties, and any required performance task demonstrations shall be included. Applicants from within the bargaining unit will be tested (i.e. task demonstrations) and interviewed for proper qualifications via seniority status until the position is filled and shall be notified in writing of acceptance or the reason for rejection within five (5) working days of the completion of the testing cycle. The position shall be filled within ten (10) working days after the posting closes unless extenuating circumstance exist. When no applicants are deemed qualified as provided in Paragraph B of this section, then the position may be filled by a new employee.

At the time a temporary vacancy is known to exceed sixty (60) working days, or deemed indefinite, a notice for that vacancy shall be posted as above. If the most senior person with the ability to fill such a position cannot be released to do so, said employee shall be paid at the higher rate and a substitute may be hired.

B. Transfers within the Bargaining Unit:

Transfer within the bargaining unit shall be made on the basis of qualifications for the position. The most qualified employee, as determined by the highest composite score on the following factors, shall be awarded the position.

1. Performance task demonstrations including testing with a minimum passing score
2. Past performance evaluations
3. Interview
4. Seniority

C. Testing

Tests or documentation of another source proving proficiency shall be applied to new employees in accordance with the hiring policies and practices of the district and to employees desiring to transfer to a different position. Such tests shall be uniformly applied and shall be subject to review by the Union as to their fairness and applicability.

D. Trial Period:

1. Employees assigned a different position will be given a trial period of not less than ten (10) days worked nor more than thirty (30) days worked in which to demonstrate the ability to satisfactorily perform the duties of the job.

2. If the employee decides to vacate the position or decides not to accept the position, the employee shall be reinstated in the position formerly held. The newly vacated position shall be filled utilizing the applicants from the original posting, if possible. If the former position does not exist, the employee shall exercise provisions related to abolishment of a position.

3. Should the employee request, during the trial period, to be returned to the position formerly held, the employee shall forfeit all bidding rights for a period of six (6) months.

4. All physical transfer of personnel as a result of a vacancy shall be withheld until the entire process (bumping, testing, etc.) has been completed.

5. In the event the administration requests the employee return to the former position, the employee shall immediately be eligible for the bidding procedure. Administration will provide the reason(s) for the employee's reassignment to the employee and the Union in writing.

E. Evaluation:

All secretaries will be evaluated during their first year of employment and thereafter at least once every two (2) years or more often at the discretion of the supervisor. Unsatisfactory evaluations will result in a plan of improvement on a time line designed with the employee, their representative and supervisor. A second unsatisfactory evaluation may be cause for dismissal. Copies of the form to be used will be furnished by the Human Resources Office. The form must be signed by both parties when the evaluation has been completed and a copy given to the employee and a copy sent to the Human Resources Office.

F. Temporary Help:

Any employee hired on a temporary basis shall not be employed for a period longer than ninety (90) calendar days. After that period, the position shall be discontinued or declared vacant and advertised as set forth in the paragraph on Vacancy Posting. A laid-off employee will have the option to be utilized as a substitute secretary (at the substitute rate of pay) pursuant to this provision. When a position is filled on a temporary basis, the President of Local 211 shall be notified in writing within a forty-eight (48) hour period.

G. Any permanent increase/decrease from the original job posting of more than one (1) hour per day in any job shall be posted.

IV. REDUCTION OF PERSONNEL

Notwithstanding any of the seniority rules contained herein, the Union President and the Chairperson of the Grievance Committee shall, during their terms of office, be placed at the head of the seniority list provided, however, that this preferential seniority shall be only for the purpose of determining layoff and recall.

A. Layoff:

1. When a reduction in the working force is necessary, secretaries shall be laid off in accordance with their seniority; that is, the secretary with the least seniority shall be laid off first, etc.; provided that in the selection of secretaries for layoff, due consideration shall be given to the retention of secretaries who have the ability to perform the work. Laid-off employees shall be recalled in accordance with their seniority (the most senior recalled first) provided they have the ability to perform the work.

2. Notice of Layoff:

Employees to be laid off shall be given a two (2) week advanced notice and copies of such notice shall be provided to the President and Grievance Chairperson of the Union. When secretaries who have been laid off are to be recalled, they shall be recalled in reverse order to the layoff.

B. Recall:

1. The Human Resources Office will furnish the President and Grievance Chairperson of the Union with the names of employees being recalled.

2. Each employee is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to advise the employer in writing of change of address.

3. When an employee is recalled, the following steps will be followed:

(a) Telephone the employee to be recalled.

(b) Confirm the telephone conversation with a letter.

(c) If unable to reach by telephone, send a registered letter to the employee at the last known address, as shown on the employer's records. If an employee fails to report to work within ten (10) working days from date of mailing notice of recall, the employee shall be considered as having quit.

C. Position Abolished:

An employee whose position is abolished shall displace the least senior employee within the same classification whose job the employee has the ability to perform as determined by the School District. If there are no jobs in the same classification that the employee can perform, the employee shall be moved in the same manner to the next lower classification. Moves for displaced persons shall be handled in the same manner. The trial period does not apply. It shall not be mandatory for an employee to accept a part-time position when a full-time position is available.

V. SENIORITY

A. Seniority Defined:

Actual years of regular, continuous service from date of hire shall constitute the basis for seniority.

B. Seniority List:

Attached hereto and forming part of this Agreement is a chronological seniority list. The School District shall further provide the International Representative of the Union and the President and Recording Secretary of Local 211 a revised seniority list during September of each year.

C. Loss of Seniority:

1. An employee shall lose seniority and be terminated if:

- (a) The employee quits or retires.
- (b) The employee is discharged and the discharge is not reversed.
- (c) The employee is absent three (3) working days without notice or approval.
- (d) The employee fails to report for work when recalled from layoff, as set forth in this Agreement.
- (e) The employee is laid off for a period of three (3) years. Employee shall keep the Human Resources Office informed of current address and phone number.
- (f) The employee fails to return to work upon expiration of a leave of absence.
- (g) The employee gives a false reason for a leave of absence or engages in other employment during such leave.

D. Probationary Period:

1. Upon initial appointment of a new hire to a position in the classified service, the first thirty (30) working days shall be considered a period of probation (if the employee is so notified prior to the end of the thirty (30) day probationary period, the probationary period can be extended another thirty (30) working days). Said probationary period shall be without seniority, leave days or other benefits.

2. Seniority of a new employee shall be established at the end of the probationary period and shall commence as of date of hire.

3. The School District shall be the sole judge of acceptance of new employees during the probationary period and no controversy concerning the continued employment of these employees shall be subject to appeal or grievance.

VI. COMPENSATION

A. The classifications and salaries of secretaries covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such classification and salary schedule shall remain in effect during the term of this Agreement unless otherwise specified herein.

B. Any working time lost by the Grievance and Negotiating Committee shall be paid for by the School District.

C. It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustment of existing wage rates, because of the creation of new job or changes in the duties and responsibilities of existing jobs. When a new job is established, or when changes in an existing job have resulted in a material change in the duties and responsibilities of same, the School District shall set a temporary rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below.

At the time of putting such temporary rate into effect, the School District will notify the President of the Union of its action. If the Union wishes to negotiate for a revision of such rate, it shall notify the Director of Human Resources within fifteen (15) days after notice from the School District has been given. If, after a meeting of the parties, no agreement is reached, the Union may file a grievance within fifteen (15) days after such meeting.

The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the temporary rate was put into effect. If the Union fails to take the required action within the time limits specified above, the temporary rate established by the employer shall become permanent and not subject to change for the remaining term of this Agreement. If at any time the Union feels that a new job has been created and has not been established and classified by the School District, or that the duties and responsibilities of existing jobs have changed materially, the Union may take this up pursuant to the grievance procedure.

With the exception of the above, there shall be no change in classification, class title, or number of steps to reach maximum salary from those provided in Schedule A.

D. Direct Deposit will be required for all payroll and reimbursements to all employees beginning July 1, 2011. The earned amount will always be deposited on the regularly scheduled payday. "Paycheck stubs" will be sent to employees until the employee portal is operational.

E. Other Provisions

1. Entrance Wage Rates:

Original appointment to any position shall be made at the minimum rate, except as provided by the provisions on probation, and advancement from the minimum rate within a salary or wage range shall be by successive steps. The Director of Human Resources may approve initial compensation for a position at a higher rate than the minimum rate in the range for the classification when the needs of the service make such action necessary; provided that such employee shall not be initially compensated above the third (3rd) step of the range.

2. Rate of Pay for Transfers

In any case where an employee is transferred to a classification with a higher rate of pay range or the classification of the existing position is changed to a higher grade, the new rate shall be the rate of the higher classification at the same step the employee held in the previous classification. Subsequent advancement to the maximum shall be on the same basis as the contract allows all employees.

If any employee accepts a transfer to another position in the same classification, the employee shall retain the same increment step in the new position with no probationary period.

3. Advancement in Base Range:

Should advancement be denied, employees shall be entitled to review their status at a meeting with the Director of Human Resources and the Grievance and Negotiation Committee.

4. Requirement as to Continuity of Service:

Service requirements for advancement within pay ranges and for other purposes as specified herein shall have the implication of continuous service, which means employment in the school's service without break or interruption of seniority.

VII. HOURS OF WORK AND OVERTIME

A. The normal work day shall be seven and one-half (7-1/2) hours per day. The normal work week shall be Monday through Friday.

B. The School District will not require secretaries regularly to work in excess of such standard work week.

C. The length of the work year will be determined by the Board.

D. The definition of a work year for "11-month" secretaries shall be those who are normally scheduled to work less than 254 days.

E. Twelve- (12) month secretaries shall normally be scheduled to work 254 days or more.

F. Daily starting and ending time shall be established by the immediate supervisor.

G. All secretaries working more than four (4) hours per day shall be entitled to an unpaid, duty free, uninterrupted lunch period. The length of the lunch period shall be not less than one-half (1/2) hour. The lunch period may be extended beyond one-half (1/2) hour with prior approval of the building principal or immediate supervisor.

H. Secretaries shall be paid time and one-half (1-1/2) for all work approved by the immediate supervisor in excess of eight (8) hours in any twenty-four (24) hour period. All work performed on Sunday, as such, shall be paid for at double (2) time. All work performed on Saturday, as such, shall be paid for at time and one-half (1-1/2).

I. Fifteen (15) minute rest breaks may be taken, one each a.m. and p.m. Employees may not leave the building for this purpose without obtaining permission from the immediate supervisor.

J. Snow Day:

1. Twelve-Month Employees

When schools are closed due to inclement weather, secretaries who are unable to report to work because of hazardous conditions will not be considered absent for a cumulative aggregate of thirty (30) hours in a fiscal year. Secretaries unable to report shall be required to notify their supervisor within one hour of their scheduled time to report, or they shall not be eligible to receive pay for that day.

2. Eleven-Month Employees (Less than 254 days.)

When schools are closed due to inclement weather and these days are counted as days of student instruction, secretaries who are unable to report to work because of hazardous conditions will not be considered absent for a cumulative aggregate of fifteen (15) hours in a fiscal year. Each additional unpaid day or half-day may be made up using one of the following options:

1. Use paid vacation time
2. Use paid personal leave time
3. Work make-up day(s) (with approval of the immediate supervisor) at a time not regularly scheduled to work
4. Increase normal workday from 7.5 hours/day to 8 hours/day until an equivalent number of hours are worked (one Act of God Day equals 15 days of .5 hour make-up time)

When schools are closed due to inclement weather or when otherwise prevented from operating and these days do not count as days of student instruction, the employee will not be required to work and will not be paid for such days. Such employees will work on the re-scheduled days of student instruction and will be paid at their regular hourly rate of pay.

When an individual building is closed for any reason and the day counts as a day of instruction for the district, employees will report to an alternate work site.

3. All Employees

Should employees receive unemployment benefits related to Act of God Days, these benefits will be repaid to the District through payroll deduction.

K. Any time an employee is called in on a day off or after leaving work for the day, the employee shall be paid a minimum of four (4) hours at time and one-half (1-1/2) the regular rate.

VIII. HOLIDAYS

A. Employees whose work year includes the following days shall receive their regular rate of pay for each of the holidays listed below on which they perform no work. Whenever any of the holidays listed below shall fall on a Saturday or Sunday, the preceding Friday or the following Monday, whichever is observed by the teacher contract shall be observed as the holiday. Whenever any of the listed holidays falls on a school session day, the school district and Union will determine an alternate day as the observed holiday.

Good Friday	Labor Day	Day before Christmas
Easter Monday	Opening Day of Michigan	Christmas Day
Memorial Day	Deer Season	Day before New Year's Day
Independence Day	Thanksgiving Day	New Year's Day
	Day after Thanksgiving	

Opening day of Deer Season shall be celebrated on the Friday before Labor Day when the day falls on a Saturday or Sunday.

B. An employee shall be eligible for holiday pay under the following conditions:

1. The employee shall have worked the last scheduled work day prior to and the next scheduled work day following the holiday unless the employee is on an approved paid absence. In the event of sickness, a doctor's certificate may be required. If a holiday is observed on an employee's scheduled vacation, the employee's vacation shall be extended one (1) extra day or the employee may receive an additional day of pay.

2. There shall be no holiday pay for an employee on suspension, unless later reinstated.

3. Should a secretary be required to work on a holiday, the employee shall receive two (2) times the employee's hourly rate in addition to the employee's holiday pay.

4. Secretaries who are not scheduled to work during the first week of July shall not be entitled to holiday pay for Independence Day.

5. The holiday shall count as a day worked in the computation of overtime.

IX. VACATIONS

A. twelve- (12) month secretarial employees shall receive vacation with pay, or vacation pay, in accordance with the following schedule:

Secretaries hired prior to 7/1/2011		Secretaries hired after 7/1/2011	
1 - 2 years	10 working days	1 – 3 years	5 working days
3 years	11 working days	4 years	6 working days
4 years	12 working days	5 years	7 working days
5 years	13 working days	6 years	8 working days
6 years	14 working days	7 years	9 working days
7 years	15 working days	8 years	10 working days
8 years	16 working days	9 years	11 working days
9 years	17 working days	10 years	12 working days
10 years	18 working days	11 years	13 working days
11 years	19 working days	12 years	14 working days
12 years	20 working days	13 years	15 working days
15 years	21 working days	14 years	16 working days
20 years	22 working days	15 years	17 working days
		16 years	18 working days
		17 years	19 working days
		18 years	20 working days
		19 years	21 working days
		20 years	22 working days
		21 years	23 working days
		22 years	24 working days
		23 years	25 working days

The number of vacation days for all new hires beginning with the 2011 – 2012 school year will be five (5) working days for years one through three (3) of their employment. After year three (3) this will increase one (1) day per year with a maximum of 25 days.

1. Unused vacation time is not reimbursable. Vacation time need not be taken consecutively, but at various intervals. Secretaries may not accumulate unused vacation leave days from one year to the next. No more than eight (8) vacation days may be used by employees assigned to classroom buildings when school is in session unless granted by the Director of Human Resources.

2. Vacation days shall be accumulated and determined annually on or before June 30 by the School District, and shall be used by such secretary within the twelve- (12) month period immediately following such determination or (June 30). A vacation period shall start July 1 of the fiscal year and end on the following June 30.

3. A newly employed secretary shall have paid vacation leave for the first (1st) year prorated on the basis of actual months worked in proportion to total months of the year. Days so accumulated shall be determined June 30 of the first (1st) year of employment and shall be used by such secretary within the twelve- (12) month period immediately following such determination (after June 30).

4. However, earned vacation days may be taken by twelve- (12) month employees prior to June 30 if approved by the Human Resources Office.

B. Eleven- (11) month employees shall receive full vacation.

1. No more than five (5) vacation days shall be used by employees assigned to classroom buildings while school is in session unless granted by the Director of Human Resources. These five days may not be consecutive days unless approved by the principal and the Director of Human Resources.

2. Vacation days shall be accumulated and determined annually on or before June 30 by the School District, and shall be used by such secretary within the twelve- (12) month period immediately following such determination (or June 30). A vacation period shall start July 1 of the fiscal year and end on the following June 30.

3. A newly employed secretary shall have paid vacation leave for the first (1st) year prorated on the basis of actual months worked in proportion to the total months of the year. Days so accumulated shall be determined at June 30 of the first (1st) year of employment and shall be used by such secretary within the twelve- (12) month period immediately following such determination (after June 30).

C. Part-time employees shall have vacation at their regular rate of pay prorated in accordance with the total hours worked.

D. A secretary who resigns, provided a letter of resignation was received by the Director of Human Resources at least two (2) weeks prior to the effective date of resignation, does not forfeit the employee's right to any unused earned vacation time and shall be paid for such time in the employee's termination check.

E. In the event of death of any secretary, who at the time of death was eligible for vacation leave under the above provisions, such secretary's vacation pay shall be paid to the deceased employee's heirs or estate.

F. No more than three (3) secretaries assigned to classroom buildings may take vacation leave at the same time when school is in session unless granted by the Director of Human Resources.

G. Planned vacation leave should be reported to the Human Resources Office as soon as reasonably possible but no less than 48 working hours in advance.

X. GRIEVANCE PROCEDURE

A. Definition:

A grievance is defined as any controversy between the parties hereto; or between the School District and any employee covered by this Agreement, which relates to:

1. Working conditions at the school buildings applicable to this bargaining unit, not specifically covered by the Agreement, or

2. Interpretation or violation of any provision of this Agreement.

B. For the purposes of representation in negotiations and in the grievance procedure, the School District recognizes the Union Grievance and Negotiation Committee of three (3) members.

C. Members of the Grievance and Negotiation Committee shall be compensated at their regular rate of pay for all working time lost in adjusting grievances and negotiating of contract.

D. The Union will keep the School District informed concerning current officers and representative of Local 211.

E. Grievance Steps

1. Step One:

Within ten (10) calendar days of an occurrence or knowledge of an occurrence, a secretary with a complaint should discuss this complaint with the immediate supervisor; a member of the Grievance and Negotiation Committee being present or absent at the option of the employee. If a member of the Committee was not present and the matter is still unresolved, then another meeting between the secretary and supervisor with a member of the Committee shall take place to try to effect settlement.

If this meeting does not effect settlement within five (5) working days, then the grievance shall be reduced to writing and signed by the Committee Chairperson who shall present it to the immediate

supervisor for a written answer, which shall be given within five (5) working days. The School District's copy shall be left with the immediate supervisor.

2. Step Two:

Within seven (7) working days after receiving the written answer provided for in Step One, the Grievance and Negotiation Committee may process the grievance further by requesting a meeting with the Human Resources and the International Representative of the Union or their delegated representatives. They shall meet within ten (10) working days at a mutually designated location and try to resolve the matter. As soon as possible, but within ten (10) working days after the conclusion of this meeting, the Director of Human Resources shall, in writing, give a decision or position with respect to the grievance of the Union.

3. Step Three:

In the event the matter is not resolved in Step Two, the grieving party shall have the right to submit the matter to the State Employment Relations Commission, requesting assistance of a mediator. Notice of the grieving party's intent shall be given to the other party within ten (10) days from completion of Step Two.

4. Step Four:

If Step Three does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to the American Arbitration Association; provided that said party shall give written notice to the other party of its intention within forty (40) calendar days after meeting with the mediator provided for in Step Three. If the party which initiated the grievance does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn. If the right of arbitration is exercised, both parties shall promptly take the necessary steps for selection of an arbitrator.

(a) The arbitrator in Step Four shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance, but the arbitrator shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement.

(b) The cost of such arbitration shall be borne equally by the School District and the Union and the decision of the arbitrator shall be final and binding on both parties.

F. In all steps of the grievance procedure described above, either the School District or the Union shall have the right to specify that the aggrieved employee or the employee's immediate supervisor, or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the School District and the Union.

G. If either party, the School District or the Union, as such, files a grievance it shall be introduced in Step Two of the Grievance Procedure.

H. No monetary claim by an employee covered by this Agreement or by the Union against the School District shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless circumstances of the case made it impossible for the employee or the Union, as the case may be, to know that the employee or the Union had grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of sixty (60) days prior to the date the claim was first filed in writing.

I. Whenever a Committeeperson finds it necessary to leave work for the purpose of executing any phase of the grievance, the employee shall notify the immediate supervisor and shall be granted such leave provided there is no emergency insofar as the employee's work is concerned. In any event, the employee shall be allowed to leave within a reasonable period of time.

J. Permission shall be granted to the International Representative of the Union to enter the schools for the purpose of representation upon notification to the building administrative office.

K. Failure of either party to observe the time limits as herein set forth shall constitute acceptance of the other party's position. Time limits may be extended by mutual consent.

L. A grievance may be withdrawn at any step by the Union or the Board without prejudice.

M. All documents, communications and records dealing with a grievance shall be filed separately from the personnel file of the participants.

N. Any grievant or participant shall not lose any salary compensation due to participation in or use of the grievance procedure.

O. The Union reserves the right to submit more than one (1) grievance in any step of the grievance procedure.

XI. ABSENCES AND LEAVES

A. Personal Sick Leave:

Upon employment, secretaries become eligible for fifteen (15) sick leave days to be used in case of personal illness during the first (1st) year in the system. Commencing with the second (2nd) year, an additional sick leave allowance of fifteen (15) days will be granted each year. Unused sick leave days are cumulative but shall never exceed one hundred eighty (180) days. Sick leave for employees working less than fifty-two (52) weeks will be prorated based on their scheduled year.

1. Retiring employees, who have applied for State retirement funds may receive payment for ten (10) days of unused sick leave if they have completed ten (10) years of service to Alpena Public Schools. This shall be paid as an annuity under the Alpena Public Schools Special Pay Plan.

2. Absence due to illness in excess of accumulated sick leave will automatically place employees on leave without pay for additional days missed in excess of sick leave. A physician's statement verifying the illness shall be provided upon request.

3. A record of cumulative sick leave will be compiled and reported with the first check received in September.

4. Sick leave for new employees shall be prorated to June 30.

5. An employee on sick leave during a paid holiday (as listed under section VI) shall be paid for the holiday and it shall not be deducted as a day of sick leave.

6. Any secretary who is absent because of any injury or disease compensable under the Michigan Worker's Compensation Law, may upon request of the employee receive from the School District the difference between the allowance under the Worker's Compensation Law and their regular salary for the monetary value of their accumulated sick leave.

B. Family Emergency Absence:

Secretaries required to be absent because of any emergency illness of a member of the immediate family may draw the regular salary not to exceed five (5) days at any one time and shall be deducted from sick leave allowance. The term immediately family shall be defined as the employee's spouse, children, step-children, parents or step-parents, siblings of the employee and/or spouse; and any of the

following living with the employee at the time of illness: step-siblings, grandparents, grandchildren, sons- or daughters-in-law of the employee and/or spouse, and any individual living with the employee on a non-commercial basis. Family and Medical Leave Act benefits may be available for qualifying employees.

C. Bereavement Leave:

Employees absent from duty to attend the funeral or a memorial service in lieu of the funeral of a member of the immediate family or a relative with whom they may at that time be living, may draw regular wages not to exceed three (3) days for each funeral and are independent of sick leave and are not cumulative. This leave may be extended by an additional two (2) days for the death of a spouse, parent or child.

The employee may draw an additional day if required to travel beyond a radius of five hundred (500) miles to attend the funeral. Evidence of bereavement must be presented to the immediate supervisor. The employee shall notify the immediate supervisor before being absent from work.

The term immediate family shall be defined to include grandparents and grandchildren, father, mother, step-parents, sister, brother, children, spouse, in-laws of the employee, step-sons or step-daughters, half-brothers or half-sisters and any dependents (as approved by the Internal Revenue Annual Financial Report) living within the household.

D. Jury Duty Leave:

A secretary shall be considered on leave of absence when called for or ordered to report for jury duty. The employee will receive the regular salary, if higher, in exchange for payment received from the court less any mileage reimbursement.

E. Witness Leave:

A secretary shall be considered on leave of absence when subpoenaed to attend court proceedings or to appear in court as a witness in any case connected with the school. The School District shall pay the difference, if any, between the per diem rate of the secretary and the amount received for services as a witness.

F. Conference Leave:

Secretaries may be released from regular duties for the purpose of attending area regional conferences or secretarial workshops. Requests for such leaves must be made at least five (5) working days in advance to the immediate supervisor. Such leaves shall be paid for by the Board at the secretary's regular salary.

G. Personal Business Leave:

Up to two (2) days paid leave are provided for personal business activities that are of such a nature that they cannot be done on a non-work day. Such leave is not to be interpreted as being for vacation, recreation, moneymaking activities or other employment and must be taken in no less than half (1/2) day increments. Forty-eight (48) hours' notice is required if possible. In case of emergency, this may be waived if the supervisor is given a satisfactory reason for such leave. (If unavailable, contact Director of Human Resources.) In case of suspected misuse, the employee may be asked to verify proper use of this leave. Annual unused personal business leave days shall be credited to accumulated sick leave. It is understood that the crediting of unused personal business leave days to accumulated sick leave shall not exceed the one hundred eighty (180) day maximum of accumulated sick leave.

H. Leaves of Absence without Pay or Fringe Benefits:

Unless otherwise stated, leaves (a) must be applied for in writing; (b) are without pay or fringe benefits; and (c) vacancy created by such leave will be posted as a temporary vacancy and the employee returning from a leave returns to the position held at the time the leave was granted. The employee is responsible for monthly insurance premiums (where available) on a prorata basis for the entire length of the unpaid leave when the leave exceeds two (2) weeks.

1. Union Leave:

In the event a secretary or secretaries are selected by this International Union to perform any task or accept any position or attend Union meetings or institutes which necessitate a leave of absence, they shall be granted such leaves of absence not to exceed four (4) years. Requests for such leave must be submitted as far in advance as possible.

2. Personal Illness:

A secretary shall be granted a leave of absence without loss of seniority for a period not to exceed one (1) year for personal illness, either physical or mental. Family And Medical Leave Act benefits may be available for qualifying employees.

3. Prolonged Illness:

A secretary shall be granted a leave of absence without loss of seniority for a period not to exceed one (1) year for prolonged illness of spouse, children or parents of the employee. Family And Medical Leave Act benefits may be available for qualifying employees.

4. Twenty Day General Leave:

After paid leaves are exhausted, a secretary who has completed one (1) year of service may apply for a leave of absence of not more than twenty (20) working days. This leave can be taken consecutively with vacation time. Applications for this leave of absence shall be made to the immediate supervisor who will consider the needs of that office and attempt to arrange a schedule which will allow the leave of absence. The Director of Human Resources shall receive prior notification.

5. General Leave:

After paid leaves are exhausted, a general leave of absence may be granted by the School District to an employee who has completed one (1) year of service for a period not to exceed one (1) year. The request must be in writing to the Human Resources Office and, when possible, at least thirty (30) days in advance of the beginning of the leave and will indicate the length of the leave.

6. Maternity Leave:

An employee, after completing the probationary period, shall be granted a maternity leave without pay (unless qualifying under Article XI, H, 2) for a period not to exceed one (1) year upon request. She shall file her request in writing as soon as possible but no later than thirty days prior to the effective date of the leave and shall indicate the specific length of time requested. The approved leave shall become effective on the date requested.

Notice of intention to return from leave must be sent in writing to the Human Resources Office thirty (30) days prior to the intended return. Upon her return she shall present to the Human Resources Office a statement from the attending physician that she is in a suitable physical condition to perform the required duties.

An employee returning from a maternity leave may expect to return to the same position or a comparable position, if available.

Upon return all benefits possessed at the time of the leave will be restored (seniority including the time on leave, accumulated sick leave, etc.).

Pregnancy alone shall not be considered as sick leave within the interpretation of sick leave policy. However, temporary disabilities caused by the pregnancy, miscarriage, childbirth and recovery therefrom will be treated as sick leave under board policies and provisions of the FMLA.

7. Political Leave:

Leave may be granted to a secretary to accept appointment to serve as an elected public official for the remainder of that term [not to exceed three (3) years] without loss of seniority. The employee may take the first available vacancy if qualified.

8. Educational Leave:

Educational leave may be granted to employees under the following conditions:

- (a) The leave must not exceed one (1) calendar year.
- (b) The secretary must have been employed two (2) years prior to requesting the leave.
- (c) There must be a lapse of five (5) years between leaves.
- (d) Seniority will be frozen for the period of time while on leave. (Time on leave does not count toward seniority.)
- (e) The employee must notify the Board thirty (30) days in advance of the employee's intent to return to work.
- (f) The employee may take the first job available provided s/he is qualified.
- (g) An employee taking another position outside the School District while on leave shall be considered a voluntary quit.

9. Unauthorized and Unreported Absences:

All unauthorized and unreported absences shall be considered absence without leave and deduction of pay for the secretary shall be made for the period of absence. Such absence, if habitual over three (3) successive work days, may be made the grounds for disciplinary action by the Director of Human Resources upon recommendation of the immediate supervisor.

10. Return from Leaves of Absence:

Leaves of absence for over one (1) year for Union Leave or Worker's Compensation are made from the Alpena Public Schools and not from a specific position therein. The secretary will be reassigned to the same classification, or its equivalent, but not necessarily to the same school or building in which the employee has previously worked.

Return from approved leaves of absence [except twenty (20) day leave] must be requested by the secretary in writing to the School District or Director of Human Resources not later than thirty (30) days prior to the termination of the employee's leave. Failure to comply with this regulation shall be considered as a resignation and a forfeit of seniority rights.

XII. RESIGNATIONS

A. Any secretary desiring to resign shall submit a written resignation to the Director of Human Resources at least two (2) weeks prior to effective date.

B. Any secretary who discontinues service without proper notifications shall forfeit the right to earned vacation time.

C. Any secretary who desires to be transferred to a supervisory or executive position and shall later return to a secretary status shall be entitled to retain such seniority rights as the employee may have obtained under this Agreement prior to such transfer to supervisory or executive status.

D. Any secretary who has resigned and at a later date is re-employed may, at the time of rehiring, be allowed up to four (4) years on the salary schedule for previous experience for the position. Such secretary shall be considered a probationary employee. One (1) year part-time experience shall be equated to one-half (1/2) year of experience, but temporary employment does not apply.

XIII. DISCHARGE, DEMOTION AND DISCIPLINE

When an employee is discharged or suspended, the School District shall immediately orally notify a member of the Grievance and Negotiation Committee. The School District shall also send, within twenty-four (24) hours, notification in writing to the Committee Chairperson.

If the Union wishes to protest the discharge or suspension, it shall notify in writing the Director of Human Resources within seven (7) work days. Failure to file such notification within seven (7) days shall constitute acceptance by the Union that the discharge or suspension was made for proper cause. If notification of protest is given by the Union within seven (7) work days, it shall become a grievance and subject to the grievance procedure specified in Article X, Paragraph E (except Step One shall be eliminated).

XIV. MISCELLANEOUS

A. Office equipment located at the employee's work station may be made available to employees for their reasonable use outside of working hours provided that prior arrangements have been made for the purchase of any school materials used and the Board shall not be held liable for any injury to the employee while using such equipment.

B. Secretaries who do banking and school errands for administrators shall be reimbursed for mileage on their personal cars at the rate agreed upon for all other school personnel.

C. When students are ordered to evacuate a building due to an emergency, all secretaries shall be included in the evacuation.

D. Persons who are excluded from the bargaining unit shall not routinely perform bargaining unit work.

1. Notwithstanding the above, it is recognized that emergency situations may occur and supervisory help may be necessary.

2. The School District will endeavor to train additional personnel to assist in these emergency situations, thereby minimizing the necessity for supervisory help.

3. It is understood that these emergency situations will not deprive any member of the bargaining unit of their normal, scheduled working hours, nor is it the intent to deprive such member of overtime hours.

E. Copies of this Agreement shall be emailed by the Human Resources office to all secretaries now employed or hereafter employed by the School District during the duration of the Agreement.

F. Students on co-op programs or work-study programs shall be given assistance and direction as required and shall be considered supplemental to the work schedules of the school employees. If any employee or the Union feels that there is an infringement on bargaining unit work resulting in loss of hours or loss of personnel in the unit, this may be taken up for discussion between the parties subject to the grievance procedure.

G. Since efficient school administration is promoted when secretaries are working within their area of competence without excessive and overburdening demands, secretaries shall not, without their consent, be assigned non-secretarial work.

H. A secretary required to submit to a skin test or any X-ray for tuberculosis will be granted reasonable time off without loss of pay to obtain such examinations.

I. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.

J. Salary steps within each category are based upon one (1) year. Persons employed between July 1 and December 31 shall be given credit for that fiscal year. Persons employed between January 1 and June 30 shall remain on that step through the following fiscal year. All salary steps are effective for a complete fiscal year which extends from July 1 through June 30.

K. In the event "work days" conflict with school calendar, the School District reserves the right to change them (with proper notice).

L. Job related college credit courses, approved in advance by the immediate supervisor, will be reimbursed at fifty dollars (\$50.00) per semester credit hour upon successful completion.

M. It is recognized that, from time to time, representatives of the International and Local Union may find it necessary to conduct business during normal working hours of the District. In those instances, advance notice of such meetings shall be given to the Human Resources Department, along with a list of requested attendees. This notice shall be provided as far in advance as reasonably possible.

XV. RESERVATION OF RIGHTS

Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management, including the right to make such rules not inconsistent with the terms of this Agreement relating to its operation of the school system as it shall deem advisable.

The Board on its own behalf and on the behalf of the electors of the Alpena Public Schools District, retains and reserves unto itself, without limitation, all rights, powers, authorities, duties and responsibilities conferred upon and invested in it by the Laws and Constitutions of the State of Michigan and the United States, including the right to select and hire, to promote to a better position, to maintain discipline and efficiency of employees and the right to discharge, transfer or discipline for cause is recognized by both the Union and the Board as the proper responsibility and prerogative of management, providing it does not violate this Agreement.

XVI. INSURANCE BENEFITS

Changes in family status shall be reported by the employee to the Fringe Benefits Office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

Employees who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right to conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

To be eligible for coverage (or increase in coverage), employees must be able to perform the "at work requirements" with this employer before benefits are effective.

Employees continually working less than a normal work week or normal work day will have insurance benefits prorated where coverage is available through the insurance carrier(s) and within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the Policyholder.

A. Hospital-Medical

Full time employees will be provided with health insurance, prescription coverage, dental and vision coverage with the Board providing 80% premium contribution and the employee providing 20%. Employees qualifying for insurance who are less than full time will be provided with the same health and prescription coverage on a pro-rated basis.

Hospital-medical insurance shall be limited to one (1) plan per household where more than one (1) family member is employed by the Alpena Public Schools. The insurance carrier shall be selected by the Board.

The Board will provide hospital-medical care coverage equivalent to Blue Cross/Blue Shield PPO II with a \$10/\$20 prescription drug co-pay and a \$25.00 office visit.. During the life of this contract the board expects to offer a cafeteria plan of insurance to all employees when it is ready for implementation.

The Board will provide an 80% premium contribution to dental care coverage equivalent to that existing during the 2010 – 2011 school year as outlined in Schedule B. Employees qualifying for insurance who are less than full time will be provided with the same dental coverage on a pro-rated basis. The Board has the right to select a carrier and/or self insure. Dental care coverage is limited to one plan per household.

The Board will provide an 80% premium contribution to vision care coverage substantially equal to that existing during the 2010 – 2011 school year —as outlined in Schedule C. Employees qualifying for insurance who are less than full time will be provided with the same vision coverage on a pro-rated basis. The Board has the right to select a carrier and/or self insure. Vision coverage is limited to one plan per household.

D. Life Insurance

The School District shall provide a Term Life and Accidental Death and Dismemberment Insurance plan in the amount of Ten Thousand (\$10,000) Dollars. The insurance carrier shall be selected by the School District. At age sixty-five (65), the value of life insurance may be reduced as provided by the terms of the insurance policy. Employees regularly scheduled less that twenty (20) hours per week are not eligible for term life insurance.

XVII. CLASSIFICATION AND WAGES

A. Classification - Schedule A

<u>Classification A</u>	<u>Work Days</u>
Secretary to Director of Instruction Curriculum and Staff Development	254
Secretary to High School Principal	254
Payroll Clerk	254
Accounts Payable Clerk/Employee Benefits Clerk	254
AHS Bookkeeper / CTE	254
AHS Registrar / Counseling	254
Secretary to the Director of Buildings, Grounds and Transportation	254

Classification B

Secretary to Junior High Principal	217
Food Service/ / IT Secretary	254
Secretary to the Director of Athletics	217
Secretary to Director of Alternative Education	206
AHS Secretary to Asst. Principal / Counseling	254

Classification C

Secretaries to Secondary Assistant Principals (3)	217
Elementary Secretaries (6)	206
Secondary Attendance Clerks (2)	206
General Jr. High School Secretary	206
Student Support Services Secretary	206
Switchboard	254

B. Hourly Rates - Schedule A

Schedule A – Wage Schedule

Years of Service:	Classification		
	A	B	C
1 Year	\$ 14.01	\$ 13.37	\$ 12.81
2 Years	\$ 15.10	\$ 14.45	\$ 13.90
3-5 Years	\$ 15.52	\$ 14.87	\$ 14.33
6-9 Years	\$ 17.41	\$ 16.77	\$ 16.17
10-14 Years	\$ 18.03	\$ 17.37	\$ 16.75
15-19 Years	\$ 18.26	\$ 17.58	\$ 16.97
20-24 Years	\$ 18.49	\$ 17.79	\$ 17.16
25-29 Years	\$ 18.68	\$ 17.97	\$ 17.37
30 & Up Years	\$ 18.89	\$ 18.23	\$ 17.60

Employees working what would normally be considered a Second Shift shall receive an additional 10 cents per hour when the majority of the workday is after 5:00 p.m.

XVIII. TERMINATION CLAUSE

The terms of this Agreement shall become effective as of July 1, 2011 and continue until June 30, 2013. The Agreement shall be automatically renewed for an additional period of one (1) year unless either party shall notify the other party at least sixty (60) days before the expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within fifteen (15) days from the time of such notice for the purpose of negotiating any changes or renewal.

Schedule B - SELF FUNDED DENTAL BENEFIT COVERAGE SCHEDULE

Employer: Alpena Public Schools
 2373 Gordon Rd.
 Alpena, Michigan 49707
 Phone: (989) 358-5009
 Fax: (989) 358-5036

Group Number: 513-02
 Effective: July 1, 1990
 Revision: May 10, 1994
 July 1, 2011

Eligible Class(es):	All Non-Administrative Personnel
Service Requirement:	First of the Month following Date of Hire
Minimum Work Requirement	20 hours per week
Employee Contributions:	2.0%
Annual Open Enrollment Period:	Month of September
Coordination of Benefits:	Standard
Child Age Maximum:	See page 4
Benefit Year:	July 1 to June 30
Plan Year:	The records of the Plan are kept separately for each Plan Year. The Plan Year begins on July 1 and ends on June 30.

Predetermination of Benefits: Charges in excess of \$200.00 require predetermination of benefits.

Schedule of Dental Benefits

Type I	Preventative and Restorative Services	
	Percentage.....	80%
	Lifetime Deductible.....	N-A
Type II	Replacement Services	
	Percentage.....	60%
	Annual Deductible.....	N-A
Type III	Orthodontia Services	
	(Covers Child(ren) to 19 th Birthday/23 rd Birthday for Full-time Students)	
	Percentage.....	50%
	Annual Deductible.....	N-A

Plan Maximums

Type I and II Services:	
Maximum Annual Benefit per Covered Member.....	\$1,000.00
Type III Services:	
Maximum Lifetime Benefit per Covered Member.....	\$1,000.00

Plan Modifications

The following Plan Modifications have been included: Orthodontic Age Restriction Waiver

Schedule C - SELF FUNDED VISION SCHEDULE OF BENEFITS

Employer: Alpena Public Schools
 2373 Gordon Rd.
 Alpena, Michigan 49707
 Phone: (989) 358-5009
 Fax: (989) 358-5036

Group Number: 513
 Effective: July 1, 1990
 Revision: May 10, 1994
 July 1, 2011

Eligible Class(es):	All Active Full Time Employees
Service Requirement:	First of the Month following Date of Hire
Minimum Work Requirement	20 hours per week
Employee Contributions:	20%
Annual Open Enrollment Period:	Month of September
Benefit Year:	July 1 to June 30
Coordination of Benefits:	Standard
Assignment of Benefits:	Yes
Plan Year:	The records of the Plan are kept separately for each Plan Year. The Plan Year begins on July 1 and ends on June 30.

Vision Examination

Optometrist	Limited to \$45.00 - you pay balance
Ophthalmologist	Limited to \$55.00 - you pay balance

Lenses (pair)

Single Vision	Limited to \$35.00 - you pay balance
Bifocal Lenses	Limited to \$61.00 - you pay balance
Trifocal Lenses	Limited to \$75.50 - you pay balance
Lenticular Lenses	Limited to \$90.00 - you pay balance

Frames

You pay amount over retail value of \$65.00

Contact Lenses (pair, including exam fee)

Medically necessary	Limited to \$175.00 - you pay balance
Cosmetic	Limited to \$115.00 - you pay balance

Lenses with Extras

Photochromics, Sun or Gradient Tints, and Tinted or Color-Coated	
Single Vision	Limited to \$40.00 - you pay balance
Bifocal Lenses	Limited to \$73.00 - you pay balance
Trifocal Lenses	Limited to \$90.00 - you pay balance
Lenticular Lenses	Limited to \$106.00 - you pay balance

Polaroid

Single Vision	Limited to \$56.50 - you pay balance
Bifocal Lenses	Limited to \$97.00 - you pay balance
Trifocal Lenses	Limited to \$121.00 - you pay balance
Lenticular Lenses	Limited to \$143.00 - you pay balance

Oversize

Included with above lens allowance
 You pay balance

Rimless

Included with above lens allowance
 You pay balance

BENEFIT SERVICE FREQUENCY

Vision Examination:	Once every Benefit Year.
Lenses:	Once every Benefit Year.
Frames:	Once every Benefit Year.

In witness thereto, the parties have caused this agreement to be validated by their respective signatures.

United Steelworkers – Local 211

Alpena Public Schools Board of Education

Leo W. Gerard, International President

Diane Shields, President

Stan Johnson, International Secretary/Treasurer

Brent Holcomb, Superintendent

Thomas Conway, International Vice-President

Fred Redmond, International Vice-President

Michael Bolton, District 2 Director

Al Firby, USW Staff Representative

Donna Bruski, Committee - Local 211

Mary Sue O'Brien, Committee - Local 211

Kristina Bromund, Committee – Local 211

Dated this 27th day of May, 2011.

