

ALPENA ESP II
AGREEMENT

BETWEEN THE

ALPENA BOARD OF EDUCATION

AND THE

ALPENA MEA-ESP II
MICHIGAN EDUCATION ASSOCIATION –
EDUCATIONAL SUPPORT PERSONNEL
MEA/NEA

INSTRUCTIONAL ASSISTANTS, PARA-PROFESSIONALS,
SECURITY PERSONNEL AND CAFETERIA LESS THAN THREE HOURS

Alpena, Michigan

2011-2012 and 2012-2013

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AGREEMENT
between the
ALPENA PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION
and the
MICHIGAN EDUCATION ASSOCIATION -- EDUCATIONAL SUPPORT
PERSONNEL

This Agreement entered into this 20th day of June, 2011, by and between the Board of Education of the Alpena Public School District, Alpena, Michigan, hereinafter called the "Board," and the Michigan Education Association -- Educational Support Personnel, hereinafter called the "Association," which has a local affiliate, the Alpena Association of Instructional Assistants, Vocational Para-Professionals, Security Personnel and Cafeteria Employees regularly scheduled to work less than three (3) hours a day.

WITNESSETH

WHEREAS, the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain in good faith with respect to hours, wages, terms, and conditions of employment of the Board personnel being fully described in Article I hereof, and

WHEREAS, the Board and the Association, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1.

RECOGNITION

- 1.1 The Alpena Board of Education hereby recognizes the Michigan Education Association -- Educational Support Personnel as the exclusive bargaining representative, as determined by the Michigan Employment Relations Commission Case No. R80 I- 353, certified on May 18, 1981; for Alpena School District instructional assistants, vocational para-professionals, security personnel and cafeteria employees regularly working less than three hours a day for purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- 1.2 The bargaining unit includes all regular school year full-time and part- time instructional assistants, Title I assistants, vocational para-professionals, security personnel and cafeteria employees regularly scheduled to work less than three hours a day; excluding but not limited to: temporary or substitute employees, all grant funded employees who are specifically hired to support the activities/mission of a competitive grant funded program, all before/after school employees, all summer school employees, all supervisory and/or executive personnel, custodial, utility, food service employees working more than three hours a day, bus drivers, mechanics, secretaries and teachers.
- 1.3 The term "employee" when used hereinafter shall refer to employees included in the bargaining unit. The term "Association" when used hereinafter shall refer to the Bargaining Representative. The term "Board" when used hereinafter, shall refer to the Board of Education, the Superintendent, all other Central Office Administrators, Principals, Assistant Principals, Directors and all other supervisory personnel.
- 1.4 The Board agrees not to negotiate with any organization representing employees certified in MERC Case No. R80 I-353 other than the Association for the duration of this contract.

ARTICLE 2.

UNION SECURITY

- 2.1 For the duration of this Agreement, except as provided elsewhere herein, each regular employee shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the date of execution of the collective bargaining agreement, whichever is later, join the Association or pay a Service Fee to the Association in an amount determined by the Association, including local, state, and national dues. The employee may authorize payroll deduction for such dues or fee. In the event the employee does not pay such dues or service fee directly to the Association or authorize payment through payroll deduction, the Employer will, pursuant to MCLA 408.477; MSA 17.277(7), at the request of the Association, deduct the dues or service fees from the employee's wages and remit same to the Association along with a list of the names, respective amounts deducted for each employee and, if the dues, assessment, contribution and/or service fee was determined wholly or in part by a percentage formula, the wage amount used to calculate the respective dues, assessment, contribution and/or service fee. Payroll deductions made pursuant to this provision will be remitted to the Association no later than twenty (20) days following deduction. Within ten (10) days after the beginning of the school year, the Association will certify to the Board and employees, in writing, the amount of the dues and/or service fee to be deducted. The Association will hold the Employer harmless for any monies deducted and remitted to the Association pursuant to this section.
- 2.2 The Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any person paying service fees hereunder objects to the expenditure by the Association of any funds collected from him/her pursuant to provision 2.1 above, such person may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement or any other administrative or judicial procedure.
- 2.3 In the event of any action against the Employer because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, and agrees to indemnify and save the Board, individual Board members and administrators harmless against any

and all claims, demands, losses, costs and expenses, suits or other forms of liability and all court or administrative agency costs arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of this Article.

- 2.4 If at any time during the duration of this Agreement the Association authorizes, causes or engages in or sanctions any strike against the Alpena Public Schools, as defined by Michigan Public Act 336, as amended by Public Act 379, then this Article shall become null and void and inoperative during the life of the Agreement.
- 2.5 Upon appropriate written authorization from an employee, the Board shall deduct from the salary of such employee and make appropriate remittance for approved tax sheltered annuity (403b) programs, approved insurance programs that are not fully Employer-paid, approved charitable donations, or any other plans or programs jointly approved by the Association and the Board. Approval of participation in a program should in no way be construed as an endorsement of the program or evidence of its stability. Employees may also participate in electronic direct deposit of their wages to a financial institution of their choice.
- 2.6 The parties agree that MEA Financial Services products, along with any other mutually selected investment providers shall be named as vendor(s) in the 403(b) plan document as appropriate under IRS regulations.
- 2.7 Probationary employees and temporary employees are not covered by the provisions of this Article.

ARTICLE 3.

BOARD'S RIGHTS

- 3.1 It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in, and be exercised exclusively by, the Board, without prior negotiations with the Association, either as to the taking of action under such rights, or with respect to the consequences of such action during the term of the Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. The executive management and administrative control of the school system and its properties, facilities, equipment and the activities of its employees during employee working hours;
 2. Hire all employees and, subject to the provision of law, determine their qualifications and the conditions for their continued employment; their work assignment, placement, dismissal, suspension, layoff or demotion; and to promote, and/or transfer all such employees;
 3. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods and processes of carrying on the work, including automation or contracting thereof, or changes therein; the institution of new and/or improved methods or changes therein;
 4. Adopt rules and regulations;
 5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof; and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 6. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge rights from employees as specifically provided for in this Agreement.
 7. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

8. Determine and redetermine job content.
9. The determination to establish, modify, or change any condition except those covered by the specific provisions of this Agreement or those working conditions addressed by State or Federal labor law or by the Boards' past management practice.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

ARTICLE 4.

ASSOCIATION/EMPLOYEE RIGHTS

4.1 Equal Employment Opportunity

The Provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, physical characteristics, handicap or membership in or association with the activities of any employee organization.

4.2 Information

The Board agrees to furnish to the Association, in response to written requests, information concerning the financial resources of the District, adopted budgets, and such other information as it may reasonably require, together with such information as may be necessary for the Association to process any grievance. Nothing contained herein shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the Board.

4.3 The Association and its representatives shall have the right to use Board buildings at reasonable hours for meetings which do not interfere with the assigned functions of the regular program.

4.4 Bulletin boards, when available, and other mutually agreeable media of communication shall be made available to the Association and its members.

4.5 An employee, upon request for a mutually agreed upon appointment and scheduling of the same, has the right to review the contents of his/her personnel file. A representative of the Association may accompany the employee in such a review, if requested by the employee. Confidential materials at the time of employment are exempt from review. The employee has a right to submit written response to material placed in the file. If an employee is requested to sign material placed in the file, such signature indicates awareness of the material only. Disciplinary material including complaints that become a matter of record will not be placed in an employee's personnel file without notification to the employee.

4.6 Employee Evaluation:

Non-probationary employees may be evaluated on an annual basis by their supervising administrator. Teacher evaluation of Association members, where appropriate, will be in writing and signed and dated by the supervising teacher and building principal. If the overall evaluation is unsatisfactory, the employee will be placed on a plan of assistance for ninety (90) working days

giving them an opportunity to improve. A second unsatisfactory evaluation may result in discharge.

- 4.7 An employee evaluation will not be placed in the employee's personnel file without a copy being provided to the employee.
- 4.8 No non-probationary employee will be disciplined without just cause. Disciplinary action taken against the employee will be appropriate to the behavior which the employee displayed. The employee is entitled to have Association representation during any disciplinary action. When appropriate, the Board will subscribe to the philosophy of progressive discipline as follows:
 1. Verbal warning
 2. Written warning
 3. Suspension
 4. Discharge
- 4.9 An employee will be entitled to have a representative of the Association present in a meeting which results in disciplinary action. When a request for such representation is made, no disciplinary action will be taken until such time as a representative of the Association is present
- 4.10 Any employee who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the employee's personnel file, together with a copy of the disciplinary action issued by the administration and/or Board. An employee who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.
- 4.11 Any case of assault upon an employee that is job related will be promptly reported to the Employer. The Employer will advise the employee of his/her rights and obligations with respect to such assault. The employee may, at his/her discretion, file a complaint with the local law authority.
- 4.12 Employees will be entitled to full rights to citizenship and no religious or political activities of any employee will be grounds for discrimination with respect to the employment of such employee.

ARTICLE 5.

GRIEVANCE PROCEDURE

- 5.1 A grievance is a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- 5.2 In the event that an employee believes there is a grievance, he/she shall first discuss the alleged grievance with her/his immediate supervisor, either personally or accompanied by an Association representative, said discussion is to take place within ten (10) working days of the alleged violation, misinterpretation or misapplication.
- 5.3 If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the employee or the Association may invoke the formal grievance procedure. Within ten (10) days of the informal discussion with the immediate supervisor, a written copy of the grievance shall be delivered to the immediate supervisor. If the grievance involves more than one work location, it may, upon mutual agreement between the Association and Board Representative, be filed with the superintendent or his/her designee.
- 5.4 Within ten (10) working days of receipt of the written grievance, the immediate supervisor may meet with the grievant and/or Association in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, her/his disposition of the grievance within ten (10) working days of such meeting and shall furnish a copy thereof to the grievant and Association.
- 5.5 If the grievant or Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) working days of such meeting, the grievance shall be transmitted to the superintendent or designee. Within ten (10) working days following receipt of the written grievance, the superintendent or designee shall meet with the grievant and Association on the grievance and shall indicate, in writing, his/her disposition within ten (10) working days of such meeting and shall furnish a copy thereof to the grievant and Association.
- 5.6 In the event the Association is not satisfied with the disposition of the grievance at the Superintendent or designee level or if no decision has been rendered within ten (10) working days following the meeting, the Association only (not an individual) may refer the grievance to binding arbitration. The Association may submit the grievance to final and binding arbitration under

the rules of the American Arbitration Association which will act as administrator of the proceedings. If the Association does not file a Demand for Arbitration within twenty (20) working days of the date of disposition of the grievance at the Superintendent or designee level or the date the time limit expires at the aforementioned level without action, whichever date is later, then the grievance will be deemed withdrawn.

Neither the Board nor the Association will be permitted to assert any grounds or evidence not previously disclosed to the other party.

The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement. He shall have no power to change any practice, policy, or rule of the District, nor to substitute his judgment for that of the District as to the reasonableness of any such practice, policy, rule or any action taken by the District. His power shall be limited to deciding whether the District has violated the express articles or sections of this Agreement. He shall not imply obligations and conditions binding upon the District from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District. Each party will bear the full costs for its side of the arbitration, and will pay one-half (1/2) of the costs for the arbitrator. The arbitrator's award is final and binding on both parties.

5.7 Miscellaneous

1. A grievance may be withdrawn at any step without prejudice.
2. No reprisals will be taken by or against any party of interest or any participant in the Grievance Procedure by reason of such participation.
3. All documents, communications and records dealing with a grievance will be filed separately from the personnel files of the participants.
4. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.

5.8 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

5.9 Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder, may be processed through the grievance procedure.

ARTICLE 6.

PROBATION

- 6.1 New employees hired, or employees rehired after having quit, in a permanent bargaining unit position shall be considered probationary employees for ninety (90) actual working days in their job assignment. The ninety (90) working day probationary period may be extended for any absences of the employee during that period, by the number of said absences.
- 6.2 Probationary employees are not eligible for leave days or other benefits other than wages provided for in the Agreement.
- 6.3 Upon satisfactory completion of the ninety (90) day probationary period, the employee shall be placed on the seniority list in accordance with the provisions of Article 7, Seniority.
- 6.4 The Board retains exclusive right to discharge and to take disciplinary action involving probationary employees, and such action, as deemed appropriate by the Board, shall not be subject to the grievance procedure.

ARTICLE 7.

SENIORITY

7.1 School District Seniority

School District seniority is the length of continuous, uninterrupted service with the school district in this bargaining unit and shall accrue to an employee only during the period of active service. Involuntary layoffs do not constitute a break in service. Employees shall have a district seniority date indicating the most recent date of hire. When more than one employee has the same starting date of work, position on the seniority list shall be determined by using the last three (3) digits of the employees' social security numbers. In the event that these digits are the same, the next previous digit will be used until a tie no longer exists. The employee with the higher number shall be placed above the employee(s) with whom the tie occurred.

7.2 Classification Seniority

Classification seniority shall be the continuous service in a particular classification and shall accrue to an employee only during a period of active service. Employees moving from one classification to another shall retain seniority accrued in any other classification but may not transfer said classification seniority into the new classification assignment. When more than one (1) employee transfers from one classification to another on the same date, the date of hire shall be used to determine their order of seniority relative to each other in the new classification.

7.3 Seniority List

The Employer will prepare a seniority list that includes the district seniority date and classification seniority date as soon as possible after ratification of this contract, and such list will be revised every one (1) year thereafter. A copy of such list will be given to the Association and, when identified by the Association to the Human Resources Office in writing, each building Association representative for posting in appropriate district buildings. Each employee will have the right to challenge the accuracy of the seniority reported for him/her for a period of thirty (30) days after posting. If the accuracy of the list is not challenged within the time limit above, it shall be conclusively presumed to be correct.

7.4 An employee shall lose seniority and terminate employment for any of the following reasons:

1. Quits, retires, or is discharged;
2. Is absent for three (3) consecutive workdays without authorization;
3. On layoff for thirty-six (36) consecutive months or length of service, whichever is shorter;

4. Fails to return from recall to an equivalent/comparable position within ten (10) days of the date of notification;
5. Employee falsified information on employment application or leave of absence application;
6. Accepts other employment during leaves of absence, unless specifically authorized by the Board.

7.5 Classification Seniority

Classification:

- I. Lunchroom, Noon, Playground, Cafeteria Helper, Pool Assistant, Health Care Assistant
- II. Instructional Assistants
(Overload/Split, Title I, Special Ed., Kindergarten, Least Restrictive Environment (LRE))
- III. Media Center, Career Center
- IV. Security
- V. Vocational Paraprofessionals

ARTICLE 8.

VACANCY AND TRANSFER

8.1 Vacancy

1. Whenever a permanent vacancy within the bargaining unit arises during the school year of three (3) hours time per day or more, the Employer will post the vacancy in each building for a period of five (5) workdays. A copy of the posting will be sent to the Association. Applicants must apply in writing to the Human Resources office within the posted period and must include the applicant's qualifications for the vacancy.
2. All other permanent vacancies less than three (3) hours time per day will be filled by applicants working in the building where the vacancy exists. If the vacancy is less than three (3) hours per day and not filled by applicants working in the building, the vacancy will be posted as outlined in 8.1. The Board has the option of filling all vacancies of less than three (3) hours without posting outside the building where the vacancy exists.
3. Overload hours will not be combined and posted as a bid position. Overload hours will be assigned at the point of need. Should there be any questions as to whether overload hours should or should not be posted/assigned, the Association and the Board will meet to resolve the issue.
4. Permanent vacancies that occur during the summer of three (3) hours or more will be posted as soon as possible but no later than eighteen (18) work days following the beginning of each school year. The employees may submit their applications within five (5) working days for the posted vacancies. Thereafter, management shall fill all vacancies as soon as possible.
5. A unit member not assigned to a vacancy for which they have made application may request a meeting with administration to discuss the decision.
6. In filling vacancies, preference will be given to applicants within the same classification, based on the applicant's ability to meet the qualifications of the position as established by the Board, seniority and an interview process when applicable. When there are no qualified applicants within the same classification, the Board will fill the vacancy from qualified applicants from other classifications. In the event the

vacancy remains unfilled, persons on recall will be notified of the vacancy and if qualified will receive consideration over any outside applicants. In the event a disagreement arises from the filling of vacancies as governed by this clause, it shall be grievable to binding mediation. The mediator shall have no power to mandate a remedy.

7. Employees placed in a new classification shall have a trial period of thirty (30) actual days worked. The thirty (30) days worked may be extended for absences of the employee during that period by the number of absences. If the Board determines the employee has not successfully completed the trial period, the employee shall return to a comparable position in time only based on seniority within the classification and building/work area vacated. It is understood that the decision to return rests solely with the Board.
8. In an effort to streamline the filling of vacancies, while at the same time allowing for trial periods in a new classification, it is agreed:
 1. In the event a posted position is vacated within thirty (30) days of its award through the post/bid process, and, another employee has bid on the same position, the vacated position will be awarded to the eligible bidder with the next highest seniority.
 2. Positions vacated after a period of thirty (30) days, shall be reposted for bidding.
9. Changes in the hours assigned to an employee shall not be considered a vacancy under the terms and conditions of this Article.
10. Permanent vacancies of three (3) hours or more that become known toward the end of the school year will be posted before summer vacation if time allows.

8.2 Voluntary Transfers

Transfers of employees on a temporary basis may be initiated by the district at any time provided the transfer is voluntary and temporary. A position filled by such transfer is to be deemed vacant at the conclusion of the school year. Said employee shall return to their former position or if it no longer exists, if qualified, to a comparable position based on seniority within the classification and building/work area vacated. Written notice of the transfer shall be provided to the Association.

8.3 Involuntary Transfer(s)

Transfers of employees on a temporary or permanent basis may be initiated by the district when in the judgment of the district such transfer(s) is in the best interest of the district and/or employee. Employees transferred in this manner are entitled to a personal conference upon request with the appropriate administrator. The employee may request Association representation. Such transfers are to be minimized. Written notification of the transfer shall be provided to the Association.

8.4 Least Restrictive Environment (LRE) Instructional Assistants

1. In the event a student receiving Instructional Assistant (IA) support services through an IEPC recommendation or a Section 504 Plan moves to another school building within the Alpena Public Schools' district, the assigned Instructional Assistant shall choose one of the following options:

- a. Move with the student to the new building and establish new school building employment affiliation.
- b. LRE Instructional Assistants who do not wish to move to another building with their assigned student(s) may choose to stay in their current building and receive hours by assignment based on seniority. This option may only be exercised between trimesters. At other times during the school year, the LRE Instructional Assistant who does not wish to move would be laid off until the trimester break.
- c. If an Instructional Assistant's job is eliminated at a trimester break, the Instructional Assistant may bid on vacant positions or accept assigned hours in their building by seniority. An Instructional Assistant may not exercise the right to bump if vacancies with comparable hours are available.

In the event that more than one Instructional Assistant's position is eliminated and no vacancies with comparable hours exist, the least senior Instructional Assistants in the District with comparable hours will be laid off. The unassigned Instructional Assistants shall choose from the vacated positions according to seniority.

2. Employees assigned to LRE positions of less than three (3) hours per day who received the position by building level principal assignment will be reassigned as per Section 8.6 of this article.

3. Instructional Assistants choosing option b above, relinquish any claim to under-employment or unemployment compensation benefits.
4. The Board of Education retains the right of involuntary transfer as outlined in Article 8.3 of this agreement.
5. Instructional Assistants who successfully bid on less than full time (six hours) LRE positions will continue with the student in subsequent years. These positions will not be re-posted even though they may have additional hours in the subsequent years.

8.5 Temporary Help:

Any employee hired on a temporary basis shall not be employed for a period longer than sixty (60) calendar days. After that period, the position shall be discontinued or declared vacant and advertised as set forth in the paragraph on vacancy posting. If considered a vacant position, the position will continue to be posted until filled. When a position is filled on a temporary basis, the President of the Association will be notified in writing within a forty-eight (48) hour period. The intent of this Article is not to supplant Association positions.

8.6 Reduction in Hours

If qualified, (a) seniority employee(s) reduced in hours will be scheduled by the building administrator to displace the least senior employee within their classification, provided that the reduction in hours did not occur as a result of the employee choosing paragraph b in Article 8.4 above. If there are no positions available within their classification, the more senior employee(s) will be scheduled by the building administrator to displace the least senior employee within the same building for the hours that fit into the more senior employee's schedule and for which the more senior employee is qualified. This process will occur only at the end of a trimester for the following trimester.

ARTICLE 9.

LAYOFF AND RECALL

- 9.1 Layoff means a reduction in the number of employees in the work force. A reduction in hours shall not be considered a layoff under the terms and conditions of this Article.
- 9.2 The Board reserves the right to reduce the number of employees whenever the Board deems it necessary provided the employee is notified at least fourteen (14) calendar days in advance of such layoff. In the event that a layoff is necessary because of the adjustment to an LRE student's schedule, the employee will be notified as soon as possible but not less than three (3) working days in advance of such layoff. Overload classroom teacher aides may be laid off as enrollments dictate and without advance notification.
- 9.3 If it becomes necessary for a general reduction in force layoff, probationary employee(s) within the affected classification within a building and/or work area will be laid off first, provided those retained are qualified and have the ability to perform the work.
- 9.4 If it becomes necessary for a general reduction in force layoff of seniority employees, the least senior employee within the affected classification within a building and/or work area will be laid off provided those retained are qualified and have the ability to perform the work.
- 9.5 If qualified, seniority employee(s) on layoff because of the elimination of their specific position(s) may displace the least senior employee within their classification between trimesters. If there are no positions available within their classification, displaced seniority employee(s) remain on layoff until they are recalled or until rights to recall terminate.
- 9.6 Employees laid off through the procedures as stated in this Article shall be maintained on a recall list for a period equal to the length of service with the District or thirty-six (36) months whichever is shorter. Employees shall be recalled by qualification and seniority within their classification.
- 9.7 Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to acknowledge receipt of and acceptance of work recall within two (2) working days of notification to return and/or if an employee fails to report for work within ten (10) working days from the date of notification to return, the employee shall be considered as having voluntarily terminated employment.

- 9.8 It is understood that each employee is responsible for keeping the Board advised, in writing, of any change of address and will not be excused for failure to report for work upon recall if the employee fails to receive a recall notice because of the employee's (s') own failure to advise the Board, in writing, of a change of address.
- 9.9 Laid off employees who decline recall to an equivalent/comparable position will lose the right to remain on the seniority recall list and shall be considered as having quit.
- 9.10 The Board shall have no obligation to recall probationary employees who may be laid off.
- 9.11 It is clearly understood that any individual laid off shall automatically terminate and suspend the Board's obligation to wages and/or fringe benefits under this collective bargaining agreement.
- 9.12 It is understood that no application of the seniority standard for purpose of layoff and recall procedures shall in any manner compel the school district to retain or recall any person in any position for which the employee cannot perform the duties and meet the requirements of the position.

ARTICLE 10.

CONDITIONS OF EMPLOYMENT

10.1 Hours of Work

1. The hours of work will be determined by the Board.
2. The normal workweek encompasses a five (5) day period beginning Monday a.m. and concluding Friday p.m. School year starting/ending dates, vacations, holidays, and "Act of God" make up days may impact on this normal workweek schedule.
3. Time and one-half will be paid for hours worked over forty (40) hours per week only when approved in writing by the immediate supervisor.
4. A thirty (30) minute unpaid lunch period will be established by the immediate supervisor for full-time employees based upon the organizational pattern best suited to the particular building and/or department. To accommodate individual building schedules, this thirty (30) minute unpaid lunch time may be divided into two (2) fifteen (15) minute segments. Alternative arrangements may be made by mutual agreement of the parties involved.
5. Security employees assigned to work non-regular, non-consecutive evening hours and weekends will receive premium pay for those hours according to the schedule established in Article 10, Section 10.2. Provided reasonable advance notice is given, security employees are required to work non-consecutive evening hours and weekends as assigned.
6. Instructional Assistants assigned to provide personal care assistance to a student (i.e., regular diapering, tube feeding, diabetic testing, injections, and/or severe behavioral anomalies as determined by the Board) will receive premium pay for the hours assigned to that student according to the schedule established in Section 10.2. The employee is only entitled to premium pay when the student is present to need personal care assistance.
7. The statements in this Article shall not be construed as a guarantee of hours per day or week.
8. The Board will provide twelve (12) hours of embedded professional development time for employees in addition to eighteen (18) possible

hours during inservice days. Employee participation will be optional; however, the Board reserves the right to require individual employees to participate when the requirements of their positions necessitate specific training that is offered on these days. In order to receive pay for the days, employees must participate in the professional development activities.

9. Members of this bargaining unit will not on a regular basis be required to assume the responsibilities of employees in a different bargaining unit.
10. Seniority by classification and within a building/work area will be recognized in the assigning of available hours at the beginning of year each trimester. The assignment of hours once the school year has commenced and the posting/bidding period, as identified in Article 8, Section 8.1, Paragraph 4 has been accomplished, will be facilitated according to student needs, individual building needs and employee schedules as determined by the building administrator. All available loose hours are considered tentative for fifteen (15) student contact days and will be adjusted as needed. Every attempt will be made to assign each building aide six (6) hours or more per day before assigning someone to more than six (6) hours.
11. Current employees with assigned hours within a building or work area will usually be given the first opportunity to replace an absent employee with more hours, provided they are qualified and the assignment does not unduly affect the educational process. The employee must accept the entire position of the absent employee with greater hours, not just fractions that fit into his/her current schedule. Hours will be offered in order of seniority when appropriate and possible. It is further agreed that this paragraph shall not be grievable beyond the Superintendent/designee level of the Grievance Procedure.
12. Direct deposits will be required for all payroll and reimbursements to all employees beginning September 1, 2011. The employees' earned amount will be deposited on the regularly scheduled payday. A paper copy of the paycheck "stub" will be provided until the employee portal is operational.

10.2 WAGE SCHEDULE FOR MEA-ESP II

Remain at 2010-2011 Wage Scale for 2011-2012 and 2012-2013 unless Equality of Sacrifice Letter of Agreement is enacted (see attached).

1. WAGE SCHEDULE

	<u>2011-2013</u>
<u>CLASS I</u>	
Instructional Assistant	
1	\$ 10.21
2	\$ 11.11
Pool Assistant	
1	\$ 11.63
2	\$ 12.14
Cafeteria Helper	
1	\$ 11.99
2	\$ 12.49
C/D Instructional Assistant (CLASS II & III)	
1	\$ 12.07
2	\$ 13.11
Security (CLASS IV)	
1	\$ 13.20
2	\$ 13.76
Vocational Paraprofessional (CLASS V)	
1	\$ 15.39
2	\$ 15.63
3	\$ 15.85
4	\$ 16.08
5	\$ 16.30
6	\$ 17.18
Security Personnel and Personal Care Premium Pay	\$ 1.26
Longevity: Commencing with eighth year of service	\$ 0.24

2. **Classification II or III employees will be placed in the certified/degreed category based on the following:**
 1. **Possession of an Associate's Degree from an accredited institution or**
 2. **Completion of sixty (60) semester hours of college credit or**
 3. **Demonstration of meeting quality standards by passing a state approved assessment for paraprofessionals**

Instructional Assistants who have previously achieved the certified/degreed category through the completion of 240 workshop hours will continue to be paid at the certified/degreed level.

Building principals will verify college course work.

3. **Class II or class III Instructional Assistants who have met the qualifications described in Article 10.2 (2) for the certified/degreed category shall be paid at the certified/degreed rate for any Class I hours worked provided fifty percent (50%) or more of the regularly scheduled hours are Class II or Class III hours.**

Instructional Assistants who have qualified for the certified/degreed category but are working more than fifty percent (50%) of the regularly scheduled hours in a Class I position shall be paid at the Class I (non-certified/degreed) rate for all Class I hours worked. These Instructional Assistants shall be paid at the certified/degreed rate for any Class II or Class III hours worked.

4. **All Instructional Assistants working in an instructional capacity with children in a Title I school/program in classification II, III, or V positions are required to meet state certification standards. Instructional Assistants in the above areas failing to meet this requirement by the start of the 06-07 school year will be reassigned to class I positions if available or laid-off.**

10.3 Fringe benefits - Para-Professionals

1. **Para-professionals will retain the following benefits:**
 1. **Work year based upon the teacher work year;**
 2. **30 hours per week for full fringes with a 20% employee contribution or otherwise prorated subject to terms and conditions of the insurance carrier;**

3. 2 personal days which, if used, will be deducted from sick days;
4. Blue Cross/Blue Shield Community Blue PPO II health insurance with APS drug card and a 20% employee contribution as described below in Section 10.4 (1) (3).
5. Dental and vision insurance, as per the teacher policy, with a 20% employee contribution.

10.4 Health Insurance

1. Others and Para-professionals

1. Upon written application, non-probationary employees regularly scheduled to work thirty (30) or more hours per week are eligible for group health insurance.
2. Insurance is limited to one (1) plan per household where more than one (1) family member is employed by the Alpena Public Schools.
3. Effective September 1, 2011, the Board contribution for eligible employees covered by this Agreement will be set at seventy-five percent (75%) for two-person and full-family and eighty percent (80%) for single subscriber of the monthly premium, according to family status of the employee, toward the purchase of the Blue Cross/Blue Shield Community Blue PPO II insurance plan including the APS drug card (as per the policy in effect with pre-tax dollars). Employees will enter into a salary reduction agreement which complies with IRS Code(s).
4. Employees working six (6) hours or more per day and not electing to take health insurance shall receive a payment of one hundred fifty (\$150.00) dollars to be paid the first pay in January of the school year.
5. Employees working thirty (30) hours or more will pay the difference between the Board contribution and the monthly premium cost of the insurance. The employees have the option of using an IRS approved pre-tax Section 125 Salary Reduction Plan.
6. Non-paraprofessionals working thirty (30) hours or more have the option to purchase dental and vision insurance (as per the policy in effect with pre-tax dollars). Employees will enter into a Salary Reduction Agreement which complies with IRS Code(s).

7. Changes in family status shall be reported by the employee to the fringe benefits office within thirty (30) days of such change. The employee will be responsible for any over-payment of premiums made by the Board on his/her behalf for failure to comply with this paragraph and said overpayments will be deducted from the employee's pay in amounts sufficient to reimburse the overpayment as quickly as possible.
8. To be eligible for coverage (or increases in coverage), the employee must be able to perform the "At Work Requirements" with this Employer before benefits are effective.
9. The Board agrees to pay its portion of the premium for the insurance benefit provided said benefit is within the underwriting rules and regulations as set forth by the carrier(s) in the master contract held by the policyholder.
10. In the event a national health insurance program is enacted that would affect the health insurance benefits or the cost to the District, both parties will negotiate the impact of the same.
11. 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.

ARTICLE 11.

LEAVES OF ABSENCE

11.1 Paid Leaves

1. Jury Duty:

An employee required to serve jury duty will not be considered absent without pay. An employee on jury duty will receive the regular wage, if higher, in exchange for payment received from the court. Employees released from jury duty prior to the end of the work day shall report to work if more than one (1) hour scheduled working time is available.

2. Sick Leave:

An employee shall be entitled to ten (10) paid sick leave days per year for the employee's personal illness or the illness of a member of the immediate family. For purposes of sick leave, immediate family shall be defined as the employee's spouse, child, parent and an individual living with the employee on a non-commercial basis. Unused sick leave will be cumulative but not to exceed seventy-three (73) sick leave days accumulation. Accumulated sick leave days may be used only for the employee's personal illness. Proof of illness may be required at any time. Sick leave will be prorated for employees working less than the full school work year. An employee who has exhausted available sick leave will be placed on unpaid leave for a period of time up to one year from expiration of the sick leave.

3. Bereavement:

An employee may be allowed up to a maximum of three (3) paid working days for a death in the employee's immediate family. At the discretion of the Director of Human Resources, additional days may be allowed for the death of a spouse, parent or child. For purposes of bereavement leave, the immediate family shall be defined as the spouse, children, step-children, parents, step-parents, brothers, sisters, step-brothers, stepsisters, grandparents or grandchildren, sons-in-law, daughters-in-law of the employee or his/her spouse, and an individual living with the employee on a non-commercial basis.

4. Act of God Days:

If a day counts as a day of instruction, the employee will suffer no loss of wages.

5. **Association Leave:**
The Association will be allocated ten (10) paid days per year for use by its members for Association business. The first five (5) days will be paid by the Board. The second five days will be reimbursed by the Association to the District at the employee's daily rate of pay (including FICA and retirement).

6. **Personal Business Day Absence:**
Personal Business Day absence is provided for activities that require an employee's presence during the school day and are of such a nature that they cannot be attended to at a time when schools are not in session. The absence will be deducted from accumulated sick leave. Personal Business Day absence is not to be interpreted as being for vacation, recreation, money-making activities, or other employment. An employee who finds need to take leave of his/her duties will be granted a leave of two (2) days with pay per year. These days are to be taken in increments of full or one-half (1/2) days only. Half-days shall be defined as the number of minutes in the employee's regular work day divided by two (2). Unused days may be carried over for use in subsequent years provided that no more than four (4) days may be accumulated and no more than two (2) days may be used consecutively without permission of the Superintendent or his/her designee. Additional days may be taken at the member's own expense on the approval of the Superintendent or his/her designee. A member planning to use a Personal Business Absence Day will request by noon of the preceding day and will receive permission from his/her principal as long as his/her absence can be covered by a substitute or other arrangement. If the deadline has passed, the building principal should be contacted with an explanation for the request. If the Principal is not available, then one of the following should be contacted: (listed in contact order) Director of Human Resources, Director of Instruction, Superintendent. If granted, the paperwork must be completed on the day of return to work. If, after use of the leave time, the District suspects a misuse of an personal business day absence, a member may be asked to verify proper use of the leave.

11.2 Unpaid Leaves

When approved by the Director of Human Resources or his/her designee, an unpaid leave of absence may be granted for a period not to exceed one (1) year. The decision to grant or deny a leave request is at the discretion of the Board and not subject to the grievance procedure.

1. When possible, the request must be in writing at least 30 days in advance.
2. The leave is without pay or employee benefits.

3. Request to return must be in writing to the Director of Human Resources no later than 30 days prior to the termination date of the leave.
4. It is understood that unpaid leaves are disruptive to the operation of district programs and will be approved only once or twice during an employee's working lifetime with the District.

ARTICLE 12.

CONFORMITY TO LAW

If any provision of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

The Board and the Association recognize that an emergency manager may be appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate this Collective Bargaining Agreement as provided in Public Act 4 of 2011. This clause is included in this Agreement because it is legally required by state law. The parties did not agree to this provision. By signing this Agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or the Board. The Association reserves all rights to assert that this clause is unenforceable.

ARTICLE 13.

WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither the Board nor the Association, for the life of this Agreement, unless by mutual agreement, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

ARTICLE 14.

ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements and letters of agreement/understanding, verbal or written, between the Board of Education and the Association and constitutes the entire Agreement between the parties. Any amendment, modification or supplemental agreement hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 15

EXTENT OF AGREEMENT

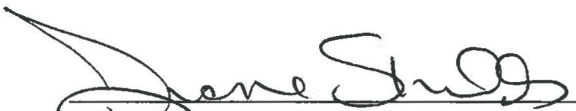
Except as otherwise indicated, this Agreement shall be effective as of September 1, 2011, and shall continue in effect through August 31, 2013.

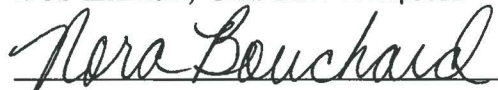
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives.

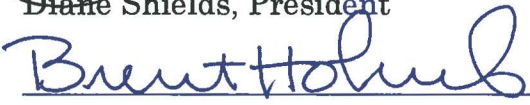
MICHIGAN EDUCATION
ASSOCIATION--EDUCATIONAL
SUPPORT PERSONNEL

ALPENA PUBLIC SCHOOLS

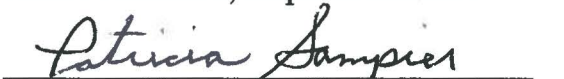

Deb Larson, Uni-serv Director



Diane Shields, President

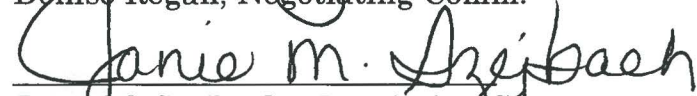

Nora Bouchard, President


Brent Holcomb, Superintendent


Michele O'Neil, Negotiating Comm.


Patricia Sampier, Assist. Superintendent


Denise Regan, Negotiating Comm.


Janie M. Szejbach, Negotiating Comm.

Dated the 20th of June, 2011.

LETTER OF AGREEMENT

BETWEEN

Alpena Public Schools Board Of Education

AND THE

Alpena Education Association, ESP I (Bus Drivers), and ESP II

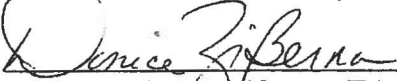
EQUALITY OF SACRIFICE

Without advocating any concessions, it is recognized that the Alpena MEA groups feel constrained to make a concession on insurance premium contributions and agree to a wage freeze for the duration of this agreement. These concessions are being made to assist the District with an anticipated loss of revenues and avert a projected deficit due to a significant reduction in state funding for public school districts. While it is agreed such action is necessary, the agreement should, at minimum, require equality of sacrifice.

It is agreed that all other employees of the Employer have already agreed to comparable reductions in wages and benefits and that during the life of any concessions on wages and benefits herein provided for by the Associations, the Employer will maintain the present reductions required of all employees, specifically it being agreed that no other employees (including administration and nonunion employees) will have any wage or benefit restoration or increase without proportional restoration or increase to members of the MEA units as reflected in the District's audited budget.

This agreement is in effect for the duration of the 2011-2013 contracts.

FOR THE ALPENEA EA, ESP I, & ESP II



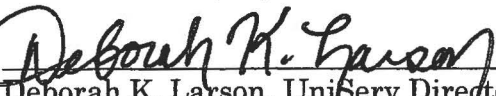
Donice ZiBerna, Alpena EA President



Steye Gonyea, Alpena ESP I President



Nora Bouchard, Alpena ESP II President

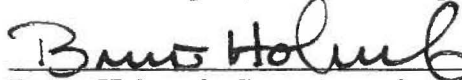


Deborah K. Larson, UniServ Director

FOR THE BOARD



Patricia Sampier, Assistant Superintendent



Brent Holcomb, Superintendent

DATED: 7-11-11

DATED: 7-11-11