

6/30/88

AGREEMENT
BETWEEN THE
ECORSE PUBLIC SCHOOLS
AND THE
ECORSE ELEMENTARY AND SECONDARY ADMINISTRATORS
AND SUPERVISORS' ASSOCIATION

SCHOOL YEARS
1985-86
1986-87
1987-88

Ecorse Public Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

This Agreement is entered into this 8th day of September, 1986, by and between the Board of Education of the Ecorse Public Schools, Wayne, County, Michigan, hereinafter called the "Board," and the Ecorse Elementary and Secondary Administrators and Supervisors' Association, hereinafter called the "Association."

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PREAMBLE

This Agreement, by and between the Board of Education of Ecorse (hereinafter called the Board) and the Ecorse Elementary and Secondary Administrators and Supervisors Association (hereinafter called the Association) is entered into this 8th day of September, 1986.

ARTICLE I

RECOGNITION

Section 1.

The Board hereby recognizes the Association as the exclusive bargaining representative pursuant to Act 379, P.A. 1965, as amended, for all administrative employees including the Director of Guidance, Supervisor of Special Education and Child Accounting, and Athletic Director.

Section 2.

The term "members" when used herein, shall refer to all members of the bargaining unit represented by the Association.

ARTICLE II

RIGHTS OF THE BOARD

The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote and transfer all such employee;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers, and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
6. It is agreed and recognized, however, that, except for expenditures contained in any annual budget which are required by the terms of this Agreement the authority to adopt all parts of the annual budget of the school district resides exclusively with the Board of Education and during the terms of this Agreement shall not be the subject of mandatory negotiation with the Union, nor subject to any proceedings under the grievance procedure.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use, judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.

ARTICLE III

ASSOCIATION RIGHTS

Section 1.

The Association shall have the right to use the school facilities for appropriate business without charge upon authorization of the Superintendent for school related union matters only.

Section 2.

The Association has the right to use the district's interschool mail service for communication to its members for school related union matters only.

ARTICLE IV

MEMBER RIGHTS

Section 1. Personnel Files.

Each member shall have the right, upon reasonable request, to review the contents of his/her own personnel files maintained in the Central Office. The review will be made in the presence of the administrator responsible for the safekeeping of such files.

Privileged information, such as confidential credentials and related personal references normally sought at the time of employment, are specifically exempt from such review. The administrator shall, in the presence of the member,

remove such credentials and confidential reports from the file prior to a review of the file by the member.

No material derogatory to a member's conduct, service, character, or personality shall be placed in the personnel file unless such material shall have been proven to be accurate and the member has had an opportunity to read the material. The member shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed, with the understanding that such signature merely signifies that the material has been read by him/her. The member shall have the right to answer any material filed and his answer shall be attached to the file copy.

Section 2. Association Representation.

Members shall be entitled to Association representation, upon request, at all interviews or conferences where the possibility of disciplinary action will be discussed or where discipline will be imposed.

ARTICLE V

VACANCIES, PROMOTIONS, TRANSFERS

Section 1.

Vacant administrative positions, including newly created positions, shall be posted within the district for a period of no less than ten (10) days.

Section 2.

The posting shall contain the responsibilities and duties of the position and set forth the desired qualifications.

Section 3.

All members who apply for this position shall be interviewed.

Section 4.

When school is not in session, posting shall be accomplished by mailing a copy of the posting to each member who has left an address with the Superintendent for this purpose. The ten days shall run from the time of mailing.

Section 5.

Promotions outside the bargaining unit shall be handled under this article, Sections 1-4.

Section 6.

A transfer is a change in assignment from within a classification or between classifications having an equal or lesser pay. An involuntary transfer for disciplinary reasons is a demotion.

ARTICLE VI

EVALUATIONS

Section 1.

Members shall be fairly evaluated pursuant to readily definable objectives mutually established between the Association and the Board.

Section 2.

All evaluations shall be based upon supportable facts and shall be first made by the member's immediate supervisor, subject to review by the Superintendent or his designee.

Section 3.

Any evaluation instrument shall be established by mutual agreement between the Board and the Association.

Section 4.

The evaluation process shall not be used for purposes of harassment.

Section 5.

No evaluation shall be prepared until after a conference between the affected member and his/her evaluator, during which the proposed contents of the evaluation are discussed.

Section 6.

The member shall be permitted to have an Association representative present in any evaluation conference upon his/her request.

Section 7.

The member may prepare a written response to his/her evaluation which shall be incorporated therein and become a part of the evaluation.

ARTICLE VII

PROGRESSIVE DISCIPLINE

Section 1.

The Board agrees that its rules and regulations governing employee conduct shall be reasonable and that any discipline shall be for just cause.

Section 2.

Before determining not to renew a contract or determining to discipline, demote, or discharge a member, the Board shall offer reasonable assistance to the member in correcting his/her inadequacies giving cause for the contemplated action.

Section 3.

Reasonable assistance shall consist of the following:

- A. A conference shall be held between the member and his/her immediate supervisor dealing with the clearly identified inadequacies presented in writing.
- B. If the problem persists, a formal warning shall be issued to the member. The warning shall contain the specific inadequacies in writing. Timelines for achieving the established remedies will be mutually agreed upon by the Association/member and the Superintendent.
- C. If the problem continues to persist, a formal evaluation shall be conducted of the individual's performance during which time, the individual may, upon request, be accompanied by an Association representative.

Section 4.

The member shall have the opportunity to reply in writing at each step.

Section 5.

When there is just cause for the immediate discharge or demotion of the member and no prospect of rehabilitation exists, the Board may act upon ninety (90) day written notice and the provisions of Sections 2 and 3 shall be inapplicable. The administrator and/or the Association shall, however, have the right to grieve the discipline imposed.

ARTICLE VIII

INDIVIDUAL CONTRACTS

All members shall be employed under written individual contracts.

ARTICLE IX

SENIORITY

Seniority is defined as follows:

Seniority is the length of continuous service in the district.

ARTICLE X

REDUCTION AND RECALL

Section 1.

When the Board determines that there is a need for a reduction in the number of administrators, the members affected shall be determined by the following factors: total administrative experience in the district and seniority.

Section 2.

Any member terminated from an administrative position because of a reduction in force shall be appointed to the next identical administrative opening in the bargaining unit, provided such opening occurs within three (3) years if the member remains in the school district or one (1) year if the member accepts a position outside of the district.

Section 3.

Refusal of a member to accept an appointment pursuant to Section 2 shall terminate the member's rights under that section.

ARTICLE XI

DUTIES AND RESPONSIBILITIES

It is agreed that the Board has the right to define the duties of administrators and assign their administrative responsibilities, under the supervision of the Superintendent, for the planning, management, operation and evaluation of the educational program and services. However, if the Board changes any present duties or responsibilities during the term of this Agreement which affect wages, hours, or other terms and conditions of employment of a member, it agrees to bargain upon such changes at the request of the Association.

ARTICLE XII

WORK SCHEDULE

Section 1. Work Days.

During each year of this Agreement, the member shall work the number of days designated for his/her position. This number of days shall exclude all holidays and holiday periods under Section 2 of this article.

Section 2. Vacations and Holidays.

Forty (40) through forty-four (44) week members will be granted vacations and holidays in accordance with the official school calendar.

In addition, the following holidays will be granted:

- (1) Good Friday
- (2) Memorial Day
- (3) Labor Day
- (4) Thanksgiving Day
- (5) Friday after Thanksgiving Day
- (6) December 24 and 25
- (7) December 31 and January 1

Section 3. Extra Days.

Members who work beyond the number of days set forth in Section 1 of this article shall be paid at the per diem rate.

Section 4. Per Diem Rate.

The per diem rate shall be the salary of the member divided by his/her number of working days as set forth in Section 1.

Section 5. Member's Absence.

Members who are absent shall take appropriate steps to advise Central Office administration in advance, if possible.

A member shall designate a tenure employee of his/her building to substitute in the event he/she is unable to reach the Central Office administration.

Section 6. Lunch Period.

The member shall have a duty free lunch period.

ARTICLE XIII

PROFESSIONAL GROWTH

Section 1.

The parties agree that programs of professional growth are essential to the well-being of the district.

Section 2.

Any member who engages in a program of professional growth may be permitted to arrange his/her working hours to accomplish the same as long as he/she is otherwise able to perform his/her duties and responsibilities, provided that said arrangement is submitted to the superintendent and receives board approval. Said approval shall not be unreasonably denied.

Section 3.

The Board agrees that a minimum of one member in any two year period may be granted sabbatical leave. This leave shall be with full pay for a semester or one-half pay for a year. While on sabbatical leave, service and seniority shall accrue. Upon return from sabbatical leave, the member shall be restored to his/her former position.

Terms of leave, if granted, shall be set forth in an agreement between the Board and the member which shall include a condition that the member agrees at the end of the leave to return to his/her employment with the district for a period to be set forth in the agreement

Section 4.

The Board agrees that members may take professional growth leave without pay to pursue an approved program of professional advancement. During said leave, service, but not seniority, shall accumulate. The right to return shall be the same as in Section 5.

Section 5. Conferences.

The Board recognizes the importance of state and national conferences and school visitations and agrees to pay approved expenses incurred by members while attending approved conferences and visitations.

ARTICLE XIV

PROTECTION OF MEMBERS

Section 1.

The Board shall recognize its responsibility to provide all reasonable support and assistance to members with respect to maintenance of control and discipline in the schools.

Section 2. Assaults.

Members shall report to the Superintendent's office all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.

Section 3. Legal Counsel.

The Board shall provide at no cost to the member legal counsel and representation in any civil legal action brought against a member for his/her acts arising out of his/her performance of duties within the course and scope of his/her employment with the district.

In the event that criminal charges are brought against a member arising out of his/her acts in performance of duties within the course of and scope of employment with the district, and such charges are dropped or the member is

found not guilty, the Board will reimburse the member for costs incurred and paid for legal counsel and representation.

Section 4. Disability Benefit.

In case of a work incapacitating injury or illness for which the member is, or may, be eligible for work disability benefit under the Michigan Worker's Compensation Law, such member may utilize sick leave credits to the extent of the difference between the Worker's compensation received and the member's regular base salary or wage. In the case of a work disabling injury to a member caused by an assault upon said member while in the performance of his/her duties, the Board will pay the full difference between the Worker's compensation and the member's regular salary, without charge to the sick bank, at least until the end of the school year, or for a period of six (6) months, whichever is longer. Each case will be reviewed by the Board at the end of said period.

Section 5. Personal Property Damage Reimbursement.

The Board shall reimburse any member up to two hundred dollars (\$200.00) during the course of one school year for damage or destruction of clothing and/or watches, jewelry and eye glasses having a value of ten dollars (\$10.00) or more, provided such damage or destruction occurs in connection with the execution of his/her assigned responsibilities and was not occasioned by the negligence of the affected member.

ARTICLE XV

MAINTENANCE OF CONDITIONS

Except as specifically provided or permitted by this agreement, wages, hours, and working conditions lawfully in effect at the execution of this agreement shall not be changed without negotiations and the results therefrom shall be reduced to writing signed by the parties hereto.

ARTICLE XVI

SPECIAL CONFERENCES

The Board and the Association agrees that it or its designee shall meet upon the request of the other party to discuss matters relevant to the administration of this agreement. Said conference shall not satisfy any requirement to bargain collectively or to meet pursuant to the grievance procedure.

ARTICLE XVII

CURRICULUM

The Association shall be entitled to select and seat a representative on any committee or group of persons established by the Board to study, make recommendations concerning, or change, in the curriculum.

ARTICLE XVIII

SALARIES AND WAGES

Section 1. - See APPENDIX A.

Section 2. Payment When Promoted or Transferred.

No member who is promoted or transferred to a position with a higher base salary shall be paid an overall salary less than that in his/her prior position.

Section 3. Overall Salary.

Overall salary shall include base salary and longevity.

Section 4. Salary Payment.

Overall salary shall be paid bi-weekly in equal installments.

Section 5. Retirement.

All retirement contributions are to be assumed by the Board.

Section 6. MA + 6 Hours.

One hundred fifty dollars (\$150.00) for six (6) approved credit hours beyond a MA degree is approved. (See Policy #4143.)

Section 7. Second Master's Degree, Educational Specialist's Degree, or a Doctor's Degree.

In addition to the regular salary schedule, members will be paid four hundred dollars (\$400.00) for a second Master's Degree, Educational Specialist's Degree, or a Doctor's Degree.

Section 8. Longevity.

Longevity pay shall be paid in a lump sum the first pay in June of the year the longevity scale takes effect for the member. See APPENDIX B.

Section 9. Workshops.

The Board shall provide compensation to members at the rate of \$11.00 per hour for attendance at workshops on Saturdays, vacation time or extended school days.

Section 10. Summer Programs.

Members shall be paid at the rate of \$11.00 per hour for administrating any summer programs.

ARTICLE XIX

LEAVES OF ABSENCE

Section 1. Sick Leave

- A. Members shall be allowed for certain absences one and one-half (1 1/2) days per contract month per year. These days shall be credited to the member's sick leave bank at the beginning of his contract year of employment. An employee may accumulate an unlimited number of days in his sick leave bank.
- B. During his employment, an employee shall have available for his use, without loss of pay, only those days credited to his sick leave bank. These days may be taken in no less than quarter-day increments.
- C. If an member's sick bank is reduced to five (5) days, one week's pay will be withheld for the balance of the school year. Any pay due at the close of the school year will be paid no later than two weeks after the close of the school year.
- D. A member may accumulate an unlimited number of days in his accumulative sick leave bank.
- E. Those members employed for the school year who use five (5) or fewer leave days in that school year will be awarded a bonus of two (2) additional leave days. This provision pertains to employees hired no later than October 31 of the school year.

Section 2. Paid Leaves

- A. & B. Absences Chargeable and Nonchargeable to Annual Sick Leave Bank.
(All absences should be reported to the Administration as early as possible.)
- A. Personal Illness

B. Other specified types:

1. Death in immediate family

(a) Immediate family includes: husband, wife, children, father, mother, father-in-law, mother-in-law, grand- father, grandmother, brothers, sisters, and any other relative or non-relative living or making his home in the household of the employee, or for whose funeral arrangements the employee is responsible.

(b) For each death - not to exceed five (5) working days.

(c) Three (3) day leave for funerals not to be charged against the member's sick leave bank. This funeral leave provision shall apply only to the following relatives: mother, father, husband, wife, and children.

(d) In the event of the death of a member of the member's staff, the Superintendent shall make provisions for representation from the bargaining unit at the deceased member's funeral.

2. Emergency illness in immediate family. (When necessary care cannot be otherwise arranged) - not to exceed five (5) days.

3. Attendance at funerals of close relatives and friends - not to exceed three (3) days.

4. Attendance at wedding in immediate family - not to exceed three (3) days.

5. Employee's own wedding - not to exceed five (5) days.

6. Quarantines.

7. Required Court Appearance.

8. Transportation failure when no other means of transportation is available - not to exceed three (3) days in any one year.

9. Personal Leave Days

All members may be granted five (5) days for personal use each year which are to be deducted from the individual's sick leave bank with the restriction that only three (3) consecutive working days may be taken as personal days. All personal leave days will be taken in increments of not less than one-fourth days.

No employee shall add the five (5) personal use days -- to the number of days established by the Board of Education in Section B, items 1-8. Any employee desiring time off for personal use shall submit his written request forty-eight (48) hours in advance. No

reason need be given. In the case of an emergency not covered by Section B, items 1-8 of the Annual Leave Day Policy, the employee may call his immediate supervisor to confirm his absence verbally.

No personal use days may be taken on the scheduled work day before or the scheduled work day after a holiday, institute, or conference day(s) or used to extend a vacation or holiday period or used to extend a leave of any kind.

Such personal leave days shall be granted on the basis of seniority.

Section 3. Jury Duty and Court Leave.

Members may be excused with pay and with no deduction from the member's sick bank for jury duty and for attendance at any administrative, judicial, or quasi-judicial proceeding related to district matters or in cases or hearings in which a member is subpoenaed to appear or is required to appear as part of his/her duties.

Section 4. Military Leave.

Members entitled to military leave shall be granted all rights and privileges required by law.

Section 5. Illness Leave.

Any member or his authorized agent may request illness leave under the following conditions:

- A. The member's sick leave bank and disability coverage are exhausted.
- B. The member still being unable to report for duty, shall be considered an active employee without pay for a period of ninety (90) calendar days by the business office. During these ninety (90) calendar days, the business office will credit the member with one and one-half (1 1/2) days of accumulative sick leave time for each thirty (30) days and will continue to pay Blue Cross-Blue Shield premiums, the life insurance premium, the optical insurance premium, and the dental insurance premium.
- C. Fifteen (15) calendar days prior to the expiration of the ninety (90) calendar days, if the member, at any time, feels that he/she will be unable to return to active duty at the conclusion of the ninety (90) day period, he/she, or the authorized agent, may file a written request with the Superintendent to be placed on an illness leave at the conclusion of the ninety (90) day period.
- D. In the event leave is granted pursuant to "C" above, the district may, if the Board approves, continue the member in district group insurance coverage and continue to pay insurance premiums, provided the member agrees, in writing, to reimburse the district the amount of premiums allocable to the member's coverage. The agreement shall

of premiums allocable to the member's coverage. The agreement shall set forth the period of extended coverage and shall be subject to conditions set forth in each policy of insurance.

Further, the Agreement shall provide that failure of the member to promptly make reimbursement shall terminate the district's obligations under this section. The provisions of this section do not apply to "General Leave" as set forth in Section G below.

- E. Failure to specifically request an illness leave will automatically terminate the member's employment with the Ecorse Public Schools
- F. Before returning to work, the member must be certified by his/her physician ready and able to return to his/her full work assignment.
- G. General Leave.

The member may be granted General Leave for periods of up to one year without pay upon application. Such leave shall not unreasonably be denied.

ARTICLE XX

BENEFITS

Section 1. Health Insurance.

The Board shall provide and pay for Blue Cross-Blue Shield hospitalization insurance for all members and their families under Comprehensive Hospital Care (Basic), MVF I, semi-private room, ML Rider -- no cost for x-rays and lab work, prescription drug rider (\$2 deductible), Master/Major Medical and COB - Coordination of Benefits. Specifically excluded from this payment by the Board are riders "S" - Sponsored Dependent, "F" - Family Continuation. Nothing in this section shall deter members from adding these riders to a policy for payment by the member on payroll deduction.

Section 2. Accident and Sickness.

The Ecorse Public Schools will provide Accident-Sickness benefits for members at the rate of sixty-six and two-thirds percent (66 2/3%) of the salary with a maximum of three hundred twenty-five dollars (\$325.00) per week for a period not to exceed thirteen (13) weeks which will commence on the thirty-first (31st) day following documented accident and/or illness report. Employees will not accumulate sick days when accident and sickness benefits are in effect.

Section 3. Life Insurance.

The Board shall provide full premium cost of \$30,000 of group term life insurance for each year of this contract.

Section 4. Dental Insurance.

The Board shall provide dental insurance coverage for these contract years, Class I and II Basic Benefits, maximum coverage per person per school year, \$700 with 50-50 co-pay, and Class III benefits, \$500 maximum with 50-50 co-pay, and each year thereafter.

Section 5. Vision Care.

The Board shall provide optical insurance coverage (Cooperative Services, Inc.) Plan #4 (Group E frame selection).

Section 6. Travel Allowance.

A mileage allowance of twenty-seven cents (\$.27) per mile for the contract duration shall be paid for all members when using their private cars for approved shall business.

Section 7. Tax Sheltered Annuities.

The Board agrees to make available the investment by members in the tax sheltered annuities program utilizing the companies which presently have contracts with district employees. Written authorization for deductions or changes in amount to be deducted shall be submitted to the business office during September 1-15 and February 1-15. However, any member may, at any time between enrollment periods, decrease his/her deduction by notifying the business office indicating a termination date of such deduction.

Section 8. Extra Pay for Extra Work.

In addition to the salary schedule, members shall be paid additional compensation for rendering special service. Special service shall be when: the member is working on study committees, curriculum committees, fact-finding committees, survey committees, administrators' committees, that require extra attention that must be given during the member's vacation time.

All such service will be voluntary and all arrangements will be made with the approval of the Superintendent. The compensation for work shall be paid to the member at a rate to be determined by the Board and the Association.

Section 9. Additional Benefits.

Should any additional fringe benefits or improvement in fringe benefits be granted to any other group employed by the Board, the same benefits shall also be granted to the Association.

Section 10. Purchase Option.

A member may purchase, at cost, additional insurance coverage granted members of other bargaining units as long as insurance company rules permit.

Section 11. Termination Pay.

Any member shall, upon severance due to retirement or death, receive pay for one-half (1/2) the days accumulated in the member's sick leave bank. Any member shall, upon severance for any reason other than retirement or death, receive pay for one-quarter (1/4) of the days accumulated in the member's sick leave bank.

The rate of pay shall be computed at the daily rate of the fiscal year in which the member was last employed. Payment in the case of a deceased member will be made to the beneficiary or to the estate of the deceased.

Retirement is defined as leaving the services of the Board under circumstances as to be immediately eligible to receive teacher's retirement annuity under the State Retirement Act.

Section 12. Personal Safety.

When the Ecorse schools are closed to students prior to its regularly scheduled opening time due to inclement weather, other acts of God, or for reasons of health and safety, no member of this bargaining unit shall be required to report to work.

When the Ecorse schools are closed to students prior to its regularly scheduled closing time due to inclement weather, other acts of God, or for reasons of health and safety, all members of this bargaining unit shall be allowed to leave the building immediately after all students and teachers have left the premises.

Section 13. Certain Contracts.

Except as indicated in only certain individual contracts, this Agreement does not grant tenure to any certificated administrator in this group, but as a classroom teacher only.

ARTICLE XXI

NON-DISCRIMINATION

The Board shall not, directly or indirectly, discriminate against any member of the Association in regard to wages, hours, or working conditions or in the application of the provisions of this Agreement by reason of race, creed, religion, color, national origin, handicap, age, sex, marital, political beliefs, or union membership.

ARTICLE XXII

GRIEVANCE PROCEDURE

Section 1.

The term grievance shall be interpreted to mean a complaint by the member or by the Association in its own behalf that there has been a violation of this Agreement.

Section 2. Informal Discussion.

A grievance shall be initiated by first discussing the matter with the Assistant Superintendent of Personnel. An Association representative may be present at this discussion.

Section 3. Step One.

Within five (5) working days of the Assistant Superintendent's response at the informal discussion, the Association shall submit to the Assistant Superintendent, a written grievance which shall generally set forth the nature of the violation and the relief requested.

Should either party so request, a grievance meeting shall be held between the Association and the Assistant Superintendent within five (5) working days of the submission of the written grievance.

Within five (5) working days of said submission, the Assistant Superintendent shall provide the Association a written answer to said grievance.

If the answer received is unacceptable to the Association, the grievance may be appealed to Step Two by the Association within five (5) working days.

Section 4. Step Two.

The appeal at Step Two shall be made to the Superintendent.

Within five (5) working days of the appeal, a grievance meeting shall be held between the Association and the Superintendent.

Within five (5) working days of said meeting the Superintendent shall provide the Association with a written answer to the grievance.

If the answer received is unacceptable to the Association the grievance may be appealed to Step Three by the Association within five (5) working days.

Section 5. Step Three.

The appeal at Step Three shall be made directly to the Board.

The Board shall schedule a grievance hearing at its next meeting, but no later than thirty (30) days after the appeal has been lodged.

This hearing may be either a public hearing or a closed hearing, at the discretion of the Association.

Within five (5) working days following said meeting, the Board shall provide the Association with a written answer.

Section 6. General Provisions.

- 7.1 - All references to "days" in this article shall be regular work days.
- 7.2 - The Association may also initiate a grievance by submitting it directly at Step One or, in the case of grievances involving discipline, in writing in the form described in Step One, directly at Step Two.
- 7.3 - Time limits may be extended by mutual agreement of the parties.
- 7.4 - The Association may provide representation through its officers, agents, or other legal counsel.

ARTICLE XXIII

VALIDITY OF AGREEMENT

Section 1.

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties thereto which may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in any amendment hereto.

Section 2.

Should any article, section, or clause of this Agreement be declared invalid by a court of competent jurisdiction, said article, section, or clause as the case may be shall be automatically deleted from this Agreement, but the remaining articles, sections and/or clauses shall remain in full force and effect for the duration of the Agreement.

Section 3.

This Agreement shall supersede any rules or regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

ARTICLE XXIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1985, and shall remain in full force and effect until midnight June 30, 1988.

At least sixty (60) days prior to the termination of this Agreement, either party may give the other party notice, by registered mail, of its desires to modify or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangement to commence negotiating a successor agreement. In the event that neither party gives notice to the other its intention to modify or amend this Agreement at least sixty (60) days prior to the expiration date, then the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements.

In witness whereof this 8th day of September, 1986, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

Board of Education
Ecorse Public Schools

Ecorse Elementary and Secondary
Administrators and Supervisors
Association (EESASA)

For the Board:

For the EESASA:

APPENDIX A

ECORSE PUBLIC SCHOOLS
ECORSE, MICHIGANECORSE ELEMENTARY AND SECONDARY ADMINISTRATORS'
AND SUPERVISORS' ASSOCIATION

SALARY SCHEDULES

	<u>1985-86</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1987-88</u>
(A) High School Principal - (1) - 44 Week Contract:				
Step 4--	\$39,086	\$41,431	\$43,503	\$45,678
Step 3--	38,086	40,431	42,503	44,678
Step 2--	37,086	39,431	41,503	43,678
Step 1--	36,086	38,431	40,503	42,678
(B) High School Assistant Principal - (1); Elementary Principal - (4) - 42 Week Contract:				
Step 6--	\$37,112	\$39,339	\$41,306	\$43,371
Step 5--	36,612	38,839	40,806	42,871
Step 4--	36,112	38,339	40,306	42,371
Step 3--	35,612	37,839	39,806	41,871
Step 2--	35,112	37,339	39,306	41,371
Step 1--	34,612	36,839	38,806	40,871
(C) Director of Guidance - (1) - 44 Week Contract:				
Step 6--	\$35,698	\$37,840	\$39,732	\$41,718
Step 5--	35,198	37,340	39,232	41,218
Step 4--	34,698	36,840	38,732	40,718
Step 3--	34,198	36,340	38,232	40,218
Step 2--	33,698	35,840	37,732	39,718
Step 1--	33,198	35,340	37,232	39,218
(D) Supervisor of Special Education and Child Accounting - (1) - 42 Week Contract:				
	\$33,155	\$35,145	\$36,902	\$38,747
(E) Physical Education Department Head and Athletic Director - (1) 43 Week Contract:				
	\$33,618	\$35,635	\$37,417	\$39,288

LONGEVITY PAY

Longevity pay is authorized by the Ecorse Board of Education for those employees having completed ten (10) or more years of accrued service to the Ecorse Public Schools.

Longevity pay shall become a part of the salary schedule as established by the Ecorse Board of Education. Payment shall begin in the fiscal school year in which the employee begins his eleventh (11th) year of employment, i.e., after ten (10) full years of accrued service to the Ecorse Public Schools.

Years of service shall be computed as of July 1 of that fiscal year.

The Schedule of Longevity Pay is as follows:

Beginning the 11th year of employment and continuing through the 15th year of employment	\$100 added to base salary
Beginning the 16th year of employment	\$250 added to base salary
Beginning the 17th year of employment and each year of employment thereafter	\$ 30 per year will be added to the Base Salary for every year thereafter

- A. A year of service is defined as the completion of the full contract year.
- B. Time counted for substituting: 180 days of teaching in the Ecorse Public Schools shall be deemed to be the equivalent of one (1) year.
- C. To be eligible for longevity pay, professional personnel must presently be a contract, tenure teacher at the maximum step of the salary schedule.

Although the Business Office will make every effort to place those people who are eligible on a longevity payroll list, it shall be the responsibility of the individual employee to notify the Business Office when he has completed his tenth year of service in the Ecorse Public Schools.

Each year served on Sabbatical, Fellowship, Scholarship, Internship, Extended Sick Leave, Exchange Teacher, Job Corps, Peace Corps, and/or Military Leave for Certificated personnel shall be considered as a year of service for longevity purposes. All other leaves will not count as accrued service.

Longevity pay shall be paid in a lump sum the first pay in June of the year the longevity scale takes effect for the member.

