

4252

8/31/2002

AGREEMENT

BETWEEN THE

ALPENA BOARD OF EDUCATION

AND THE

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

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

Alpena, Michigan

1997-98, 1998-99, 1999-2000, 2000-2001, 2001-2002

Alpena Public Schools

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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 8th day of September, 1997, 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 full-time and part- time instructional 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 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. 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 bargaining unit member 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 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 placement or their dismissal, suspension, layoff or demotion, and to promote and 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, dissemination, 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 Union, in response to written requests from time to time, 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 Union 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 and other mutually agreeable media of communication shall be made available to the Association and its members.

4.5 A bargaining unit member has the right to review the contents of his/her personnel file. A representative of the Association may accompany the bargaining unit member 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 a bargaining unit member 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 An employee evaluation will not be placed in the employee's personnel file without a copy to the employee.

4.7 No employee will be disciplined without just cause. Just cause will include, but not be limited to: dereliction of performance, insubordination, and flagrant and/or repetitious violation of the terms of this Agreement.

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
- 4.8 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 representative of the association is present.
- 4.9 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.
- 4.10 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.
- 4.11 Bargaining Unit Member Evaluation:
Teacher evaluation where appropriate of union members will be in writing and signed and dated by the supervising teacher and building principal. If the overall evaluation is unsatisfactory and discharge is imminent, a second evaluation will be conducted.

ARTICLE 5.

GRIEVANCE PROCEDURE

- 5.1 A grievance is a claim by a Bargaining Unit Member or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- 5.2 In the event that a Bargaining Unit Member believes there is a grievance, he/she shall first discuss the alleged grievance with her/his immediate supervisor, either personally or accompanied by the Association representative, said discussion 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 Bargaining Unit Member 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 shall 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, 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) days following the meeting, the Association only (not an individual) may refer the grievance to binding arbitration. Either party 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 either party files a Demand for Arbitration within thirty (30) 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.
- 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 (1) employee is employed on the same day, seniority will be determined by casting lots.

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 Union and posted in the 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 shall not be 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 twenty-four (24) 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; (Classifications I and II are exempt from this provision.)

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
- II. Instructional Assistants
(Overload Aide, Title I, Special Ed.)
- III. Library
- IV. Security
- V. Vocational Paraprofessionals

All employees who have changed classifications in this contract, shall be grandfathered into their current job assignment. Further, these employees shall have their seniority determined by applying the earliest hire date of the former classifications in which they held classification seniority, in Classification II.

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 ten (10) workdays. A copy of the posting will be sent to the Union. Applicants must apply in writing to the personnel 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. 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 of the beginning of each school year. The employees may submit their applications within ten (10) working days for the posted vacancies. Thereafter, management shall fill all vacancies as soon as possible.
4. A unit member not assigned to a vacancy for which they have made application may request a meeting with administration to discuss the decision.
5. 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 and seniority. 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.

6. 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 with the Board.
7. 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:
 - a. In the event a posted position is vacated within thirty (30) days of its award through the post/bid process, and, another bargaining unit member has bid on the same position, the vacated position will be awarded to the next highest seniority eligible bidder.
 - b. Positions vacated after a period of thirty (30) days shall be reposted for bidding.
8. Changes in the hours assigned to an employee shall not be considered a vacancy under the terms and conditions of this Article.
9. 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 bargaining unit members 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 Union.

8.3 Involuntary Transfer(s)

Transfers of bargaining unit members 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 unit member. Bargaining unit members transferred in this manner are entitled to a personal conference upon request with the appropriate administrator. The employee may request union representation. Such transfers are to be minimized. Written notification of the transfer shall be provided to the Union.

8.4 Temporary Help:

Any employee hired on a temporary basis shall not be employed for a period longer than ninety (90) calendar days. After that period, the position shall be discontinued or declared vacant and advertised as set forth in the paragraph on vacancy posting. 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 union positions.

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 seven (7) calendar 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 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 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 With the exception of Classification II, if qualified, seniority employee(s) on layoff may displace the least senior employee within their classification between semesters. 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. Classification II employees on layoff may apply this provision between academic years.
- 9.6 Employees laid off through the procedures as stated in this Article shall be maintained on a recall list for a maximum period of twenty-four (24) months. 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.
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 individuals building schedules, this thirty (30) minute unpaid lunch time may be divided into two (2) fifteen (15) minute segments. Alternative arrangements for security may be made at the discretion of administration.
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. Provided reasonable advance notice is given, security employees are required to work non-consecutive evening hours and weekends as assigned.
6. The statements in this Article shall not be construed as a guarantee of hours per day or week.
7. Members of this bargaining unit will not on a regular basis be required to assume the responsibilities of employees in a different bargaining unit.
8. Seniority by classification and within a building/work area will be recognized in the assigning of hours.
9. If possible, current employees within a building or work area will be utilized in replacing an absent employee, if qualified. Most senior employees will be given preference. It is further agreed that this paragraph shall not be grievable.

10.2 WAGE SCHEDULE FOR MEA-ESP II

1. WAGE SCHEDULE

	96/97	97/98	98/99	99/2000	2000/2001
Instructional Assistant					
1	\$7.33	\$7.55	\$7.78	\$8.01	\$8.25
2	\$7.98	\$8.22	\$8.47	\$8.72	\$8.98
C/D Instructional Assistant					
1	\$8.67	\$8.93	\$9.20	\$9.47	\$9.76
2	\$9.42	\$9.70	\$9.99	\$10.29	\$10.60
Pool Assistant					
1	\$8.35	\$8.60	\$8.86	\$9.12	\$9.40
2	\$8.73	\$8.99	\$9.26	\$9.54	\$9.83
Cafeteria Helper					
1	\$8.61	\$8.87	\$9.13	\$9.41	\$9.69
2	\$8.98	\$9.25	\$9.53	\$9.81	\$10.11
Security					
1	\$9.49	\$9.77	\$10.07	\$10.37	\$10.68
2	\$9.90	\$10.20	\$10.50	\$10.82	\$11.14
Vocational Paraprofessional					
1	\$11.06	\$11.39	\$11.73	\$12.09	\$12.45
2	\$11.23	\$11.57	\$11.91	\$12.27	\$12.64
3	\$11.38	\$11.72	\$12.07	\$12.44	\$12.81
4	\$11.55	\$11.90	\$12.25	\$12.62	\$13.00
5	\$11.70	\$12.05	\$12.41	\$12.78	\$13.17
6	\$12.34	\$12.71	\$13.09	\$13.48	\$13.38
Security Personnel Premium Pay					
	\$0.76	\$0.80	\$0.84	\$0.88	\$0.92
Longevity: Commencing with eighth year of service					
	\$0.10	\$0.13	\$0.14	\$0.15	\$0.16

2. Commencing with the 97/98 contract year, members will be placed in the certified/degreed category based on the following:
 1. Possession of an Associate's Degree from an accredited institution and hold a class II or III position or
 2. completion of two hundred forty (240) workshop hours and hold a class II or III position or
 3. completion of a combination of college course work and workshop hours that are equivalent to sixty (60) college credit hours (one college credit hour equals four (4) workshop hours).
 4. Building principals will verify and approve workshop credits and college course work.

10.3 Fringe benefits - Para-Professionals

1. Para-professionals will retain the following benefits and the application thereof as handled prior to this Agreement.
 1. Work year based on teacher work year plus 5 paid holidays;
 2. 30 hours per week for full fringes 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, as per teacher policy;
 5. Dental and vision insurance, as per teacher policy;
 6. Paid holidays - Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, Memorial Day.

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. The Board contribution will be Sixty (60%) percent of the monthly premium according to family status.
4. Employees working thirty (30) hours or more will, through a pretax salary reduction plan, pay the difference between the Board contribution and the monthly premium cost of the insurance.
5. Non-paraprofessionals working thirty (30) hours or more have the option to purchase dental and vision insurance (as per teacher policy) with pre-tax dollars. Employees will enter into a Salary Reduction Agreement which complies with IRS Code(s).
6. 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.
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 in his/her behalf for failure to comply with this paragraph.
8. To be eligible for coverage (or increase in coverage), employees must be able to perform the "At Work Requirements" with this employer before benefits are effective.
9. The Board agrees to provide 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.

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 nine (9) paid sick leave days per year for the employee's personal illness. Beginning with 1994-95, unused sick leave will be cumulative but shall not exceed thirty-three (33) sick days accumulation. Proof of illness may be required at any time. Sick leave will be prorated for employees working less than 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. Family Emergency:

Employees required to be absent because of an emergency illness of a member of the immediate family may use up to three(3) sick leave days in any one (1) work year. These days shall be deducted from the sick leave allowance. The term "immediate family" shall be defined as the employee's spouse, children and parents.

4. Bereavement:

An employee may be allowed up to a maximum of three (3) working days for a death in the employee's immediate family. An additional day may be allowed for the death of a spouse or child. The immediate family shall be defined as the employee's spouse, child, parent, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

5. Act of God Days:

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

6. Association Leave:
The Association will be allocated five (5) Board paid days per year for use by its members for association business.
7. Emergency Personal Day Absence:
Emergency absence is provided for activities that require a member's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. The absence will be deducted from accumulated sick leave. Emergency absence is not to be interpreted as being for vacation, recreation, money-making activities, or other employment. A member who finds need to take leave of his/her duties will be granted a leave of two (2) days with pay per year. This day is to be taken in increments of full or one-half (1/2) days only. 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 an emergency 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 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 emergency day absence, a member may be asked to verify proper use of the leave.

11.2 Unpaid Leaves

When approved by the Director of Personnel 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 Personnel Director 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.

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 August 26, 1997 and shall continue in effect through August 31, 2002 with a wage reopener for the 2001/2002 contract year.

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



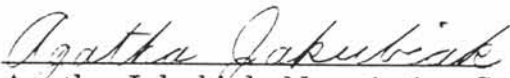
Charles T. Herring, Uniserv Dir.

Thomas Ritter, President




JoAnn Klee, Negotiating Comm.

Thomas Harmon, Superintendent



Agatha Jakubiak, Negotiating Comm.



Ann Speaks, Negotiating Comm.

