



Master Agreement

Between

**Alpena-Montmorency-Alcona Educational Service District
Board of Education**

And

**Alpena-Montmorency-Alcona Educational Service District
Support Staff**

July 1, 2019 through June 30, 2022

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PREAMBLE

This agreement is entered into by and between the Board of Education of the Alpena-Montmorency-Alcona Educational Service District, hereinafter called the "Board," and the Alpena-Montmorency-Alcona Support Staff Association, hereinafter called the "Support Staff."

WITNESSETH

The general purpose of this Agreement is to set forth terms and conditions of employment and to provide for the operation of the Board's/Employer's business under methods which will further the safety of the employees, economy and efficiency of operations, elimination of waste, realization of the maximum quality and quantity of work, protection of the property and avoidance of interruption of services. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

Providing high quality educational services for the students of the AMA ESD is the paramount aim of this school district. The Board of Education, Administrative Staff and the Support Staff employees have definite responsibilities in providing such services. The Board of Education under law, has the responsibility for establishing the policies for the District; the administrative staff has the responsibility for carrying out the policies established.

To these ends, the Board and the Support Staff encourage to the fullest degree friendly and cooperative relation between the respective representatives of the Board and the Support Staff at all levels and among Support Staff employees, we hereby declare:

WHEREAS, the Board under law, has the responsibility for establishing the policies for the District, and

WHEREAS, the administrative staff has the responsibility for carrying out the policies, established, and

WHEREAS, the Board and Support Staff recognize and declare that providing quality educational services for the constituencies of the Alpena - Montmorency - Alcona Educational Service District is their mutual aim, and

WHEREAS, the parties to this agreement have the responsibility for providing prompt, accurate and efficient services and conduct consistent with all policies established by the Board, and

WHEREAS, the Board has a statutory obligation under the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to negotiate with the Support Staff as the representative of its support staff personnel as defined herein, with respect to rates of pay, hours of employment, and other conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I.
SUPPORT STAFF

The Alpena-Montmorency-Alcona Educational Service District recognizes the Support Staff as the sole and exclusive bargaining representative for its bargaining unit. Support Staff are those employees who regularly work thirty hours or more per week in the following positions:

Secretarial, clerical, data entry personnel, switchboard operators, media technicians, cooks, custodial/maintenance staff and other general office staff who do not have supervisory responsibilities.

This definition excludes temporary employees, supervisory staff, and paraprofessional or professional staff, transportation personnel, executive assistant, bookkeepers, co-op student workers, special employment program staff, and migrant education program staff.

ARTICLE II.
BOARD RIGHTS

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Revised School Code or any other laws or

regulations. Except as specifically stated by this Agreement, all rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

It is expressly 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 Support Staff either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
4. 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, schedules, and standards of operation, the means, 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.
5. Adopt rules and regulations.
6. Determine the qualifications of employees, including the employee's ability to perform essential job functions.
7. 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.

8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing, or training of employees, providing that such selections shall be based upon lawful criteria.
12. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.
13. The Board shall determine all methods and means to carry on the operation of the schools, including automation or contracting thereof or changes therein.
14. To the executive management and administrative control of the school system, and its properties, and facilities and the activities of its employees during working hours.
15. To hire all employees to determine their qualifications, and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
16. To establish hiring procedures and qualification.
17. To establish courses of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs.
18. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees

and said rules and regulations are not subject to the grievance procedure. The Board shall continue the right to determine and redetermine job content.

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

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 of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.

The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

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 are vested exclusively in the Board.

It shall also be the sole right of the Board to hire all employees and subject to the provision of law to determine their qualifications and conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such employees.

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE III.

NEGOTIATIONS REPRESENTATIVES

The Negotiation Process will begin no later than April 15 prior to the expiration of this agreement.

The tentative agreement reached by the two teams shall be put in writing and signed. Final agreement will be subject to the majority vote approval of both the support staff and the Board of Education.

ARTICLE IV.
WORKING CONDITIONS

A. Individual Working Agreements:

Each of the Support Staff shall have a Working Agreement developed by their supervisor which shall contain the following information:

1. Length of agreement
2. Rate of pay
3. Working schedule to reflect holidays and/or vacation
4. Any special considerations related to the position

B. Extended Working Hours:

When a Support Staff member is required to work more than their regularly scheduled hours, overtime in the form of pay, subject to current Federal and State wage and hour laws, will be granted equal to the additional time worked. Arrangements for overtime pay will be made by the immediate supervisor after consulting with the staff member.

Any work provided under this section must be approved in writing by the Superintendent or his designee prior to initiating such work.

Whenever out-of-district travel prohibits a Support Staff member from returning to Alpena by 10:00 p.m., overnight accommodations will be arranged in accordance with the Employee Handbook. When a staff member is required to travel out of the district, travel time to and from the destination shall be counted as part of the staff members regular working hours.

C. Calendar:

Office Calendars for 2019-2020, 2020-2021, 2021-2022, are attached as Section B.

- D. Holidays included in individual work schedules shall be paid at the regular straight time rate of pay for Support Staff.
- E. The responsibility of evaluation rests with the immediate supervisor and the employee shall be evaluated in writing at least once annually. Probationary employees shall be evaluated on or before the initial ninety work days of employment and again before the expiration of their first work year.

The content of the evaluation will be discussed in a personal conference between the staff member and the supervisor. Both parties will receive a written copy of the evaluation and a copy of the evaluation will be filed in the personnel file of the staff member.

- F. The Superintendent is authorized to discipline employees; the Superintendent may designate administrative staff to discipline employees up to but not including financial penalty, suspension, or discharge.

Discipline may include, but is not limited to:

- A. written warning;
- B. written reprimand;
- C. suspension (paid or unpaid);
- D. Discharge;
- E. Financial penalty in accordance with Michigan law.

The Superintendent or administrative staff when appropriately designated, does not have to apply discipline in a progressive manner, but, rather, may impose discipline consistent with the seriousness of the staff member's conduct, as determined by the Superintendent or his/her designee.

- G. Probationary Period:

New employees shall be in a probationary period during their first ninety work days of employment. The employer may extend the probationary period up to ninety more work days by providing written notice to the employee of such action.

Article V.
Grievance Procedure:

A grievance is an alleged violation of the express provisions of this Master Agreement.

- A. A support staff member who feels a grievance exists will discuss the matter with his/her supervisor so that the matter may be settled informally.
- B. Within seven calendar days following the informal discussion should the support staff feel the problem has not been resolved, the grievance must be stated in writing by the aggrieved and given to the supervisor and the division director for a written determination. The supervisor and division director shall respond, in writing, within fourteen calendar days of receipt of the grievance.
- C. Within fourteen calendar days following the written response of the supervisor and the division director and in the event the aggrieved person is not satisfied, the written grievance and all responses shall be filed with the superintendent and a division director of their choosing not connected with the division.
- D. Within fourteen calendar days of said filing, the superintendent and their designee will review the case and its correspondence and make a final written disposition to all parties.

ARTICLE
VI.
"Act of God" Absence

In the event of extreme inclement weather, the support staff member will be notified by school notification system that the ESD will be closed for the day. All "Act of God" days shall be paid at the regular rate of pay.

In the event that a support staff member cannot report for work when the office is open because of inclement weather, the staff member may elect to use an available banked paid leave day to receive pay for the missed day.

ARTICLE VII.
LEAVES OF ABSENCE

VII. Leaves

A. Sick

Employees will earn one sick day for each full month worked, not to exceed a maximum of ten sick days. It is understood that one sick day will also be earned for those times when mandated off for spring and Christmas break in which case it will be considered a full month.

On July 1 of each year, sick days will be added to qualifying support staff member's sick leave bank. In the event that the support staff member does not complete the full year of employment with the district, sick days will be prorated based on the number of full months the support staff member actually worked in that contract year.

Sick leave days may be used in case of personal illness or injury, in the event of emergency illness of a dependent member or the immediate family or for securing medical attention for self or a family member for purposes permitted by the Paid Medical Leave Act. Family member shall include: spouse, children or stepchildren, parents, members of the immediate household, or as otherwise provided by the PMLA. Sick leave for other extended family must be requested in a conference with the supervisor. Unused sick days shall accumulate up to and including ninety days for each employee.

Employees are asked to notify the employer as soon as the need for sick leave can be determined. Notification must be given to the office staff by no later than 7:45 a.m. of each sick day. Employer reserves the right to request a physician's return to work statement if individual staff member's absenteeism is excessive.

In recognition of service to the Educational Service District and in an effort to maintain a low absenteeism rate, staff who have worked a minimum of six consecutive years as a support staff member shall all be eligible for the following cash awards:

1. For each year after the sixth year, the staff member shall be eligible for an amount equal to one half (fifty%) of their daily rate of pay times the number of unused sick days for that year.

2. If the staff member is not at the maximum number of days (ninety), the staff member can choose to either bank the days or receive the pay stipulated in step one above.
3. Payment will be made in the last regular pay of the contract period and is subject to all applicable taxes and deductions.

B. Work Related Injury Leave

In the event a staff member is injured while performing their assigned duties, they may elect to use accrued sick leave days only until eligible for Workers' Compensation Insurance payments. Days for which the staff member is eligible to receive benefits under Michigan Workers' Compensation laws shall not be counted against the staff member's accrued sick leave.

Continuation of insurance benefits will be provided for six monthly billing periods during the period in which the leave is granted. A support staff member shall be eligible to maintain insurance benefits for the balance of the leave period provided that they pay all premium amounts due. It is understood that continuation of insurance benefits shall be subject to terms and conditions of insurance company's policy.

Support staff members must report any injury to their supervisor immediately to assure coverage.

C. Personal Business Leave

Personal business leave is provided for activities that require attendance during a scheduled work day and cannot be attended to at a time outside of the normal work day. The employee must request the personal business leave in writing and submit it to his/her supervisor to request the personal day. Personal leave shall not be used for vacation, recreational or other employment activities. The supervisor may ask for a clarification on the reason for a personal business leave request. These days are to be taken in increments of full or one-half days only. Personnel may be granted a personal leave day for a day immediately before or after a holiday or vacation period, with supervisor approval.

Employees will receive two personal business days per year. Unused personal business days may be carried over into the employees' sick day bank for the following year. These days are non-cumulative as personal business days.

D. Bereavement Leave

Staff members absent from duty because of a death in the immediate family (defined as: spouse, significant other, children or step-children, loss of pregnancy, employee's and spouse's parents or step-parents, employee's and spouse's brothers or step-brothers, employee's or spouse's sisters or step-sisters, and/or maternal or paternal grandparents or grandchildren) will be granted a leave of up to four paid days per occurrence. These days are non-cumulative and are independent of sick days. Length of bereavement leave and leave for deaths of other may be granted with the approval of the program supervisor in conjunction with the Superintendent.

E. Child Care Leave

This section is not intended to diminish the employee's rights under FMLA. A support staff member shall be granted child care leave without pay for a period not to exceed the length of their working agreement, subject to one renewal at the discretion of the superintendent, upon request of the staff member.

The application for child care leave shall be filed with the immediate supervisor at least sixty days prior to commencement of leave. The request shall be filed in writing and shall indicate the length of the requested leave. The approval shall specify when the employee must notify the district in writing of their intent to return.

The staff member shall notify the supervisor of their intent to return from child care leave in writing and said notice must accompany the doctor's statement clarifying their fitness to return. They will be placed in their former position, if available, or in a position for which they are qualified. The staff member will return to the same salary level at which they left. Health and life insurance coverage may be maintained by the employee at

their expense while on the child care leave unless otherwise required by law. Fringe benefits included in the support staff policies will be reinstated upon the employee's return, but shall not accrue during the child care leave.

The staff member shall not be granted sick leave or vacation benefits while on child care leave.

F. Jury Duty

In the event a staff member is required to serve jury duty, the person will be granted the necessary time from work to complete the obligation. The Board of Education shall pay the staff member their regular pay for regular time not worked, less any payments received for service as a juror or prospective juror.

G. Family and Medical Leave Act (FMLA)

The District will comply with all provisions of the Family Medical Leave Act (FMLA). FMLA leave shall run concurrently with any other medical or disability leave for the employee or for a medical or disability leave associated with the Support staff member's spouse, parent or child.

H. All Other Leaves

If leaves other than those defined above are desired, each request must be made in writing and discussed with the supervisor. Each case will be brought to the attention of the superintendent by the supervisor for review and final approval.

ARTICLE VIII.
STAFF REDUCTION

Should the Board of Education decide to reduce staff, such reduction shall be based primarily upon the service needs of the Educational Service District. More senior Support Staff affected by such reductions in staff, either through lay-off or reductions from prior year's work schedule, shall be given consideration for other Support Staff positions for which he/she is properly qualified, skilled and knowledgeable based upon

current job descriptions and as determined by the Board of Education. Seniority at the ESD shall also be considered an important variable in the staff reduction process.

The support staff member with the greatest seniority on lay-off shall be recalled first provided they are properly qualified, skilled and knowledgeable as based upon current job descriptions and as determined by the Board of Education. Seniority and recall rights shall be maintained for one year from the date of lay-off.

ARTICLE IX.
Support Staff Vacancies

All Support Staff vacancies which the AMA ESD Board of Education intends to fill will be posted at the AMA ESD and at Pied Piper on the staff bulletin board. The vacancy notice shall contain a job description, qualifications, pay level, and starting date. Staff members of the AMA ESD will be given five working days notice of the position prior to official outside posting. In the event present staff is interested in the position, all qualifications will be assessed with seniority considered an important variable.

ARTICLE X.
COMPENSATION

A. Wage Rates and Related Issues:

Those employees who begin employment after July 1 must work a minimum of one hundred twenty days during the school fiscal year to advance a step on the wage schedule during the next year.

Advanced placement on the wage schedule may be accommodated for new employees based upon evaluation of prior experience by the Administration.

B. Education Incentive Pay:

After two years of employment as a Support Staff member, staff shall be eligible to earn an additional twenty-five cents per hour in recognition of

professional development and improvement. Support staff shall be eligible under the following guidelines:

1. Staff members must enroll and successfully complete at least one college level course of at least two semester hours (or equivalent quarter hours) during non-work hours.
2. Courses taken must relate to Support Staff member's job duties and responsibilities or the overall mission of the ESD.
3. Prior written approval of the division director must be obtained.
4. Support staff members shall become eligible to receive this educational incentive pay for the fiscal year following the completion of the coursework.
5. In order to qualify for educational incentive pay in succeeding years, additional approved coursework must be completed each year.

C. Insurances:

1. All insurance benefits and coverages contained herein are subject to the contractual and underwriting rules of the various insurance companies providing such benefits on behalf of the Board and are controlling in all matters concerning benefits, eligibility, and termination of coverage and all other related matters.
2. The Board of Education, by payment of premium amounts required to provide the coverage set forth in this agreement, is relieved from all liability with respect to the benefits provided by the insurance companies. The failure of any insurance company to provide the benefits for which it has contracted for any reason shall not result in any liability to the Board or the Support Staff nor shall such failure be considered a breach of any obligation by either of them.
3. The Board of Education maintains the sole and exclusive right to

name the insurance carrier and may alter or change the named carrier at any time if in the best interest of the District as determined by the Board. Staff input will be considered prior to the decision.

4. The Board's sole responsibility under this section is to pay insurance premiums (or its required share thereof) on behalf of eligible employees and their eligible dependents (as defined by insurance companies).
5. The insurance benefits provided in this section shall begin only when the Support Staff member has properly completed the necessary forms and when the insurance company has accepted the application.

6. Health Insurance:

Beginning July 1, 2019, the Board shall make available a high deductible insurance plan, with the following:

In 2019-2020, the Board pays the lesser of S-\$432, 2 Person-\$1,037, FF-\$1,296 or an amount that leaves the district below the State mandated cap as calculated by the district business office.

In 2020-2021, the Board pays the lesser of S-\$441, 2 Person-\$1,058, FF-\$1,322 or an amount that leaves the district below the State mandated cap as calculated by the district business office.

In 2021-2022, the Board pays the lesser of S-\$450, 2 Person-\$1,079, FF-\$1,349 or an amount that leaves the district below the State mandated cap as calculated by the district business office.

The Board will contribute \$750.00 for a single subscriber and \$1,500.00 for 2 person and Full Family to an HSA each year. This payment is made in January each year.

7. The District's ability to implement cost savings adjustments with health insurance is restricted by the following considerations:

- a. In the event that alternative coverages or programs are being considered, the administration shall meet with the negotiators to review and clarify all matters of concern.
- b. Any cost savings measures implemented by the District, whether in the form of higher level deductibles or some other cost savings measures, will be funded by the district.
- c. Confidentiality of claim experience will be maintained as in the past by the District, and other service providers.
- d. The Board shall provide a written copy of the changes or copy of the insurance policy to each affected staff member.
- e. It is understood that no claim for any share of savings realized shall be made by the support staff during the life of the contract.

The Board and staff negotiators may meet at convenient times to review the above mentioned health insurance program.

- 8. The Board of Education shall provide, without cost to the employee, full family dental insurance coverage. This coverage will be provided through an insurance program or alternatively through a self-funded/third party administered program.

Dental coverage as follows:

Class I - 100%

Class II - 80%

Class III- 80%

Class IV - not covered

Maximum benefits \$1,000/year each person

- 9. The Board shall provide a cash option in lieu of health, dental and vision insurance benefits. To accomplish this, the Board shall

formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code. The monthly cash option shall be \$225 per month.

The cash option received by the staff member may be utilized to purchase a tax-deferred annuity. To purchase a tax-deferred annuity, the staff member shall enter into a salary reduction agreement.

10. Support staff members are prohibited from maintaining duplicate health insurance benefits with the ESD and other employer (i.e., spouse's employer) programs. Staff member(s) in violation of this provision may be subject to disciplinary action.
11. The Board shall make available a Long Term Disability Insurance Plan for Support Staff. Subject to all provisions of the plan and applicable state and federal laws, such coverage shall provide for payments equivalent to sixty percent of the employee's average monthly salary after ninety consecutive days of illness or disability payable to age 65. It is expressly understood that an employee who becomes eligible for benefits under this plan shall not be entitled to use accumulated sick days in place of or in addition to LTD benefits. The Board will pay one-hundred percent of the monthly premium for contract years 2019-2020, 2020-2021, 2021-2022
12. The Board of Education will pay one-hundred percent of the monthly premiums toward a \$20,000 term life insurance policy with Accidental Death and Dismemberment coverage for all Support Staff.
13. Vision Service Reimbursement Program - Effective July 1, 2019, the Board of Education shall provide up to \$250.00 each year for reimbursement of a vision examination and/or eyeglasses (lenses and frames) for employee or immediate family members. Reimbursement to employees shall be provided based upon submission of itemized billing from licensed providers.

D. Maintenance of Insurance - Leaves of Absence:

In the event an employee is granted an unpaid leave of absence for other than a leave under Article VII G, Family Medical Leave, for a period in excess of thirty-days, they may continue the fringe benefits provided by the Board of Education by paying the monthly premium amounts to the ESD Business Office prior to the next due date for premium. Continuation of insurance benefits is subject to insurance company policies and procedures and is the responsibility of the individual staff member to notify the Human Resources Department of their desire to continue insurance coverages.

E. Change in Status:

During the life of this agreement, a Support Staff member who is involuntarily reduced to less than thirty hours per week shall have the following benefits.

1. For those employees working twenty hours or more per week:
 - a. Sick days banked may be used, but additional days shall not accrue. A staff member who exhausts their accumulated sick day bank shall be entitled to an additional sick day bank of five days per year, non-cumulative.
 - b. Vacation days earned may be used but shall not accrue beyond the change in status date.
 - c. Health and dental insurance shall be made available with the Board of Education contributing an amount equal to the single subscriber premium amount paid on behalf of full-time covered employees. Coverage for other family members may be provided at the individual employee's expense.
2. For those employees working less than twenty hours per week:
 - a. Sick days may be used, but additional days shall not accrue.
 - b. Vacation days may be used but shall not accrue beyond the change in status date.

3. Benefits of this contract shall be prorated at eighty percent for those Support Staff working thirty to thirty-five hours per week.

F. Tuition Reimbursement

Support Staff are encouraged to take college level courses to improve job related skills. Support staff shall be eligible for tuition reimbursement under the following conditions:

1. The course credit is earned outside of normal working hours.
2. Application is made to the supervisor in writing prior to the first course meeting date.
3. Written approval is obtained from the immediate supervisor and the Superintendent.
4. Reimbursement shall be for a minimum of two and a maximum of nine semester hours or an equivalent number of quarter hours per fiscal year.
5. The rate of reimbursement shall be 90% of the actual tuition costs for approved community college level courses and 70% for approved university level courses per semester hour contingent upon receipt of proof of payment and proof of successful course completion.
6. Other costs such as books, fees, travel, etc. are not eligible tuition reimbursement costs.

G. Employment Incentives

Nothing in this Agreement shall prevent the Board from offering incentives to attract new employees for bargaining unit positions. Such incentives may include, but shall not be limited to: signing bonus, reimbursement for moving expenses, assistance with repayment of outstanding student loans, and any other incentives as are determined appropriate by the

Board. The Board agrees to notify the Association in the event that a newly hired bargaining unit member receives an incentive.

ARTICLE XI.
VACATION POLICY

On July 1 of each year, staff will be provided vacation days based on years of service in the current position at AMA ESD, as follows:

- Year One (after successful completion of probationary period): Two Days
- Years Two-Six: Eleven Days
- Years Seven+: Seventeen Days

The previous formula to allot vacation days based upon the prior year's work is eliminated with no carryover of said days.

In the event that the support staff member does not complete the full year of employment with the district, vacation days will be prorated based on the number of full months the support staff member actually worked in that contract year.

Vacation days may only be used on scheduled work days.

Vacations shall be scheduled by and with the supervisor's concurrence. Vacation days earned shall be non-cumulative.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.
- B. Four original signed copies of this agreement shall be provided, with the Board receiving two and the Support Staff receiving two. The Board of Education shall provide each member of the bargaining unit with one photo copy of this agreement at no cost. Additional copies may be duplicated and distributed at a cost determined by the Board. New employees shall be covered by the same terms.

ARTICLE XIII.
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, the Board and the Support Staff, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XIV.
ENTIRE AGREEMENT CLAUSE

This agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Support Staff. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the term of this Agreement. This agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between and executed by the Board and the Support Staff. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters not expressly covered by this Agreement through the exercise of its management rights without prior negotiations during the term of this Agreement.

As stipulated under MCL 423.215 (7), an emergency manager may be appointed under the local financial stability and choice act, PA 436, MCL 141.1541 to 141.1575, to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575. This provision is included as required by law but as a prohibited item was not negotiated as a part of this contract.

ARTICLE XV.
DURATION OF AGREEMENT

This agreement represents the entire agreement between the Board and the Support Staff and supersedes all previous agreements and cancels all previous agreements, verbal or written or based on alleged past practices, between the parties and shall become of full force and effect from July 1, 2019 and shall continue in full force and effect until 12:00 a.m. midnight, June 30, 2022

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this 14th day of June, 2019.

AMA ESD Support Staff

by Lisa Krey

by Douglas Perrin

by KL

by Linda Seguin

Board of Education

by Scott Reynolds

by Mandy Canute

by Margaret Negro

by Stacy Weir

**Schedule A
Wage Schedule**

Year 2019-2020

1	\$13.55
2	\$13.98
3	\$14.83
4	\$15.63
5	\$16.27
6	\$16.89
7	\$17.52
8	\$18.17
9	\$19.89
10-12	\$20.39
L 13-15	\$20.77
L 16-19	\$21.12
L 20	\$21.46

Year 2020-2021

1	\$13.55
2	\$13.98
3	\$14.83
4	\$15.63
5	\$16.27
6	\$16.89
7	\$17.52
8	\$18.17
9	\$19.89
10-12	\$20.39
L 13-15	\$21.19
L 16-19	\$21.54
L 20	\$21.89

Year 2021-2022

1	\$13.55
2	\$13.98
3	\$14.83
4	\$15.63
5	\$16.27
6	\$16.89
7	\$17.52
8	\$18.17
9	\$19.89
10-12	\$20.39
L 13-15	\$21.61
L 16-19	\$21.97
L 20	\$22.32

Schedule B

Calendar for 2019-2020

July 1	First Day of Work
July 4	Independence Day Holiday
September 2	Labor Day Holiday
November 28-29	Thanksgiving Holiday
December 24-25	Winter Holiday
December 31 & January 1	New Year's Holiday
April 10	Spring Holiday
May 25	Memorial Day Holiday
June 30	Last Day of ESD Calendar Year

Calendar for 2020-2021

July 1	First Day of Work
July 3	Independence Day Holiday
September 7	Labor Day Holiday
November 26-27	Thanksgiving Holiday
December 24-25	Winter Holiday
December 31 & January 1	New Year's Holiday
April 2	Spring Holiday
May 31	Memorial Day Holiday
June 30	Last Day of ESD Calendar Year

Calendar for 2021-2022

July 1	First Day of Work
July 5	Independence Day Holiday
September 6	Labor Day Holiday
November 25-26	Thanksgiving Holiday
December 24 & 27	Winter Holiday
December 31 & January 3	New Year's Holiday
April 15	Spring Holiday
May 30	Memorial Day Holiday
June 30	Last Day of ESD Calendar Year