

Bargaining Agreement

SCHOOL AGED CHILDCARE EMPLOYEES
CHAPTER 02 OF LOCAL 1688,
MICHIGAN COUNCIL 25

&

ANCHOR BAY BOARD OF EDUCATION

JULY 1, 2010 – JUNE 30, 2018

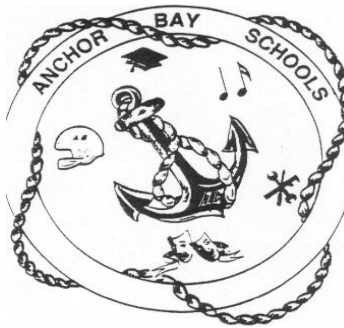


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PREAMBLE

This Agreement, entered on July 1, 2010 through June 30, 2018, is between the Anchor Bay School District, Counties of Macomb and St. Clair, State of Michigan (hereinafter referred to as the School Board) and the Anchor Bay Chapter 02, School Aged Child Care Employees of Local 1688, Michigan Council 25, of the American Federation of State, County and Municipal Employees, (hereinafter referred to as the Union).

PURPOSE

The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

ARTICLE 1

RECOGNITION

1.01 _____: Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all employees of the School Board included in the bargaining unit described below. This recognition clause shall be construed to apply to employees and not to work.

1.02 _____: All full time and regular part time School Aged Child Care employees excluding all department heads, supervisors, substitutes, and all other employees.

ARTICLE 2

RIGHTS AND RESPONSIBILITY OF THE BOARD

2.01 : The Board on its own 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.

2.01.01 : To the Executive Management and Administrative Control of the school system and its properties and facilities and the activities of its employees.

2.01.02 : To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotion, and to promote and transfer all such employees.

2.01.03 : To decide upon the means and methods of performing the work covered by this contract.

2.01.04 : To establish grades and course of instruction, including special programs, and to provide for athletic, recreational and social events for the students, all as deemed necessary or advisable by the board.

2.02 : To determine work schedules and the hours of the work and the duties and responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.

2.03 : The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, reasonable rules and 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 to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

2.04 : The parties understand that the rights and responsibilities of the Board delineated above are, of course, subject to the provisions of Act 379 of the Public Acts of 1965.

ARTICLE 3

REPRESENTATION

3.01 : The Board will be advised of the names of the local union bargaining unit committee when and as they are appointed and/or elected.

3.02 : The union shall advise the Board of the officers, stewards, and the building representatives named to cover the employees in the bargaining unit at the beginning of the school year. The Board will be advised of temporary appointments in the absence of the regular steward or building representative and the Board shall continue to deal with such representative until an official written notice of change is given to the Board.

3.03 : Stewards shall be permitted time during the work day to investigate grievances; however, such investigation shall not interfere with an employee's duties which are absolutely necessary at the time to the operation of the School District.

3.04 : The Central Office shall provide the Chapter Chairperson of the Union one (1) copy each of all employment postings, school calendar and changes of employment status of employees as they are prepared or occur.

ARTICLE 4

AGENCY FEE AGREEMENT MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

4.00 _____: As part of the collective bargaining process and the benefits afforded both parties by the collective bargaining agreement, the Parties have agreed to this clause which maintains the obligation of all employees to pay certain fees for representation services as described herein.

4.01 _____: The Parties further agree that this clause be effective upon ratification by both the Employer and the Union and continue in effect through June 30, 2018; and will be incorporated as part of the collective bargaining agreement between the Parties.

4.01.01 _____: The provisions of this Article modify and replace the provisions of the former collective bargaining agreement on Agency Shop (Article 4) and Deduction of Union Dues.

4.02 _____: The procedure in all cases of non-payment of the service fee shall be as follows:

- A. Michigan AFSCME Council 25 shall notify the member of non-compliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent services fees are paid on a properly executed deduction form, is tendered within thirty (30) days, he or she shall be reported to the Employer and a deduction of service fee shall be made from his or her salary; and
- B. If the member fails to comply, the Michigan AFSCME Council 25 shall give a copy of the letter sent to the delinquent member and the following written notice to the Employer at the end of the third (30) days period: Michigan AFSCME Council 25 certifies that (name) has failed to tender the periodic service fee required as a condition of employment under the Agency Fee Agreement and requests that under the terms of this Agreement, the Employer deduct the delinquent service fee(s) from the collective bargaining unit member's salary subject to state and federal laws. Michigan AFSCME Council 25 certifies that the amount of the service fee includes only those items authorized by law; and
- C. The Employer, upon receipt of said written notice and request for deduction, shall act pursuant to Section (A) above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. Michigan AFSCME Council 25, in enforcing this provision, agrees not to discriminate among bargaining unit members.
- D. If during the term of this Agency Fee Agreement, it shall become unlawful for the Employer to deduct the service fee from the pay of a bargaining unit member, then the Employer shall terminate the employment of the bargaining unit member for failure to comply with this Agency Fee Agreement. If discharge shall become an unlawful remedy, Michigan AFSCME Council 25 shall have the right to pursue any other lawful remedies.

4.03 _____: With respect to all sums deducted by the Employer pursuant to this Section, the Employer agrees promptly to disburse said sums directly to Michigan AFSCME Council 25.

4.04 _____: A member paying the service fee provided for herein, or whose service fees have been deducted by the Employer from his or her salary, may object to the use of the service for matters not permitted by law. The procedure for making such objections is that officially adopted by Michigan AFSCME Council 25. A copy of the Michigan AFSCME Council 25 Policy regarding Objections to Political-Ideological Expenditures will be provided by Michigan AFSCME Council 25 upon a request of a bargaining unit member.

4.05 _____: Michigan AFSCME Council 25 agrees, upon timely request, to defend the Employer, its officers, agents or employees in any suit brought against all or any of them regarding the Employer's enforcement of the terms of this Agency Fee Agreement and to indemnify the Employer, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them arising out of the enforcement of this Agency Fee Agreement, provided, however, that:

- A. Michigan AFSCME Council 25 has the right to choose the legal counsel to defend any such suit or action, after consultation with the Employer; and
- B. If the Employer, its officers, agents or employees elects to select its or their own counsel in any such suit, then Michigan AFSCME Council 25 shall have no duty to indemnify those defendants it does not represent in that suit; provided, however, that if Michigan AFSCME Council 25, through counsel it selects after consultation with the Employer, does represent the Employer, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense; and
- C. Michigan AFSCME Council 25, in defense of any such suit, shall have their right to compromise or settle any monetary claim made against the Employer, its officers, employees or agents under this Agency Fee Agreement, after consultation with the Employer.
- D. Michigan AFSCME Council 25, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the Employer, its officers, employees or agents under this Agency Fee Agreement, after consultation with the Employer.

4.06 _____: Persons becoming members of the collective bargaining unit during the course of a year shall have their service fee prorated over the year.

4.07 _____: Michigan AFSCME Council 25 will certify, at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction for dues or service fees, the amount of said dues and the amount of the service fee to be deducted by the Employer and that said service fee includes only those amounts permitted by the Agency Fee Agreement and by the law.

4.08 _____: Should any of the provisions of this Agency Fee Agreement be found contrary to law by a court or administrative agency of competent jurisdiction, it is the intent of the Employer and Michigan AFSCME Council 25 that only the portion of the Agency Fee Agreement found contrary to law shall be stricken and all other parts or portions of this Agency Fee Agreement shall remain in full force and effect. A determination that a portion of this Agency Fee Agreement is contrary to law shall not affect the terms and conditions of the collective bargaining agreement, which shall remain in full force and effect for the life of that agreement.

ARTICLE 5

SENIORITY

5.01 _____: There shall be a seniority list for School Aged Child Care employees. The seniority of all employees shall commence with the first day of employment in a permanent assignment in the Anchor Bay School District as a S.A.C.C. employee.

5.01.01 _____: The Chapter Chairperson shall be furnished a seniority list of permanent full-time and part-time employees annually (on February 1st) setting forth in order of their seniority, each employee's name, seniority number, and effective hiring date. When more than one (1) employee is hired on the same date, seniority will be determined by the alphabetical sequence, according to the last name first, then given name. The Union will be provided with a list of employees terminating and a list of new hires who have completed their probationary period.

5.01.02 _____: The seniority lists shall indicate seniority in job classification. When the employer furnishes the Union with a seniority list as stated above, all employees will be given a period of one (1) week to contest their seniority dates. If an employee is absent from work for any reason during this one week period, they will be contacted by the Union to verify their date. If a correction is made, a corrected list shall be supplied within five (5) working days; thereafter, all established dates shall remain in effect until employees sever their employment.

5.02 _____: New employees hired by the School District from the outside shall be probationary for the first ninety (90) work days of their working year. Upon completion of their probationary period they shall attain seniority status. New employees while in their probationary period may be terminated without recourse to the grievance procedure, but shall be represented by the Union for all other purposes under this Agreement. Employees during their probationary period shall not be entitled to fringe benefits earned by regular assigned employees not on probation.

5.03 _____: Seniority shall be broken and employment with the district ended for the following reasons:

5.03.01 _____: If an employee quits.

5.03.02 _____: If the employee is discharged and the discharge is not reversed through the grievance process of the Agreement.

ARTICLE 5-CONTINUED

SENIORITY

5.03.03 _____: If the employee is absent for three (3) consecutive working days without proper notification to the employer and fails to give explanation for the absence which is satisfactory to the school administration.

5.03.04 _____: If the employee fails to return to work when recalled from layoff as set in the recall procedure provided herein.

5.03.05 _____: If an employee fails to return to work at the conclusion of a leave of absence or previously granted extension thereof.

5.03.06 _____: If the employee is on layoff for a period exceeding one (1) year or the duration of their seniority at the same time of layoff, not to exceed two (2) years.

5.03.07 _____: If the employee desires to return back to the Bargaining Unit twelve (12) months or more following a promotion outside the Bargaining Unit.

5.03.08 _____: Non-compliance with Article 12.

5.03.09 _____: If an employee is on non-compensable leave of absence for a period greater than two (2) years in duration.

ARTICLE 6

FORCE REDUCTION

6.01 _____: The union recognizes that the decision of the Board as to whether there shall be a layoff will be based on business judgment of the Board.

6.01.01 _____: In the event of layoff, Central Office representatives will meet and inform representatives of the union of the reduction to be made.

6.01.02 _____: Seasonal and temporary employees as provided for in the contract, then probationary employees shall be laid off first.

6.01.03 _____: The above layoff procedures do not apply to the normal reduction of the work force during the time school is not in session during the summer months.

6.02 _____: The employer shall notify in writing the employee(s) to be laid off at least ten (10) calendar days prior to such layoff.

6.03 _____: The employer shall provide the Chapter Chairperson and the Chapter Secretary a copy of the layoff notice at the same time the notice is sent to the employee(s) affected.

6.04 _____: In the event of an emergency which requires the layoff of employees, such employees affected may be laid off without regard to seniority for periods of short duration. It is intended that this section shall be operative only when the layoff period is five (5) working days or less.

6.05 _____: Laid off seniority employee(s) shall be recalled in the inverse order of the layoff. The most senior employee(s) shall be recalled to the first opening in her job classification. Notice of recall shall be accomplished by both mailing a certified letter to said employee's last known address and attempting to reach said residence by telephone. A carbon copy is to be sent to the Chapter Chairperson. The employee is required to report to work within seven (7) days after the date of notification being mailed from the Central Office.

ARTICLE 7

TRANSFERS, VACANCIES, NEWLY CREATED POSITIONS AND BIDDING PROCEDURES

7.01 _____: A vacancy shall be defined as an existing job classification becoming vacant as a result of transfer, resignation, termination, newly created position or expansion of the existing work force.

7.01.01 _____: All vacancies and newly created positions shall be posted. The Union shall be given a copy of all job postings.

7.01.02 _____: The notice posted shall set forth the job title, qualifications for the job, shift, and location of the opening.

7.01.03 _____: Posting of job vacancies or newly created positions shall be for a period of five (5) working days, during which time the employee desiring to bid for the job shall forward to the Central Office a letter expressing Interest within this time limit. Failure of an employee to make application during this time shall not permit said employee to file a grievance for not being selected.

7.02 _____: In the event of a vacancy in a classification, the most senior full-time employee in the affected job classification wishing to make a lateral transfer within a job classification shall be granted such transfer.

7.02.01 _____: The filling of a vacancy or newly created position remaining open following the conclusion of the bid procedure outlined above shall be filled at the discretion of the Central Office within a reasonable time thereafter.

7.03 _____: Employees selected for vacancies or newly created positions shall be given a trial period not to exceed sixty (60) work days following assignments to demonstrate their ability to meet the standards of performance in the new job. The purpose of a trial period is to determine whether an employee who possesses the basic qualifications can satisfactorily do the job. The trial period shall not be a training period. During this time, such employee shall be permitted to transfer back to their former job or location at her request or shall be transferred back at the Central Office's request on failure to meet the standards of performance required. The decision with respect to the employee's performance shall be based on the Central Office's opinion, subject, however, to the grievance procedure.

ARTICLE 7-CONTINUED

TRANSFERS, VACANCIES, NEWLY CREATED POSITIONS AND BIDDING PROCEDURES

7.03.01 : During the bidding procedure, the job opening may be filled temporarily as determined by the Central Office.

7.04. : Whenever a lateral vacancy is filled such employee should be expected to remain on the job for a period of not less than one (1) year from the closing date of the bid before being permitted to exercise her rights to bid on another lateral vacancy.

7.05 : During the summer months, the Central Office will make available a telephone message center which will have a recorded message containing an up-to-date list of vacancies. This message shall satisfy the responsibility of the Central Office to notify employees. The union's Chapter Chairperson shall be notified in writing of the job postings. In the summer months, postings shall be for a period of ten (10) days. Request by an employee for any vacancy shall be made in writing to the personnel office. The recorded message shall set forth the beginning and ending date of each posting. Every ten (10) work days the recorded message will be updated to include all vacancies which may have occurred the previous ten (10) work days. The recorded message will become operative ten (10) days after the student school year is over. All employees will be considered for a position if she/he contacts the Central Office by letter during the ten (10) day period during which a position is open, or, if the employee contacts the Central Office by phone during the ten (10) day period indicating an interest in the open position(s). However, written application must be received immediately thereafter.

7.06 : In the event necessary qualifications are available in the bargaining unit for a newly created position as set by the Central Office, selection for such newly created position shall be first based on the employee with the highest necessary qualifications. In the event that the necessary qualifications are equal, the employee with the longest job seniority shall be chosen. The decision with respect to qualifications shall be based on the Central Office's opinion.

7.06.01 : The Union shall be notified seven (7) days prior to any change in the member(s) position: when there is a change with members of AFSCME Local #1688 bargaining unit employees; whether it is a transfer, promotion, resignation, or a termination. Anchor Bay school district SAC Development Group will contact AFSCME Local 1688.11 leadership or designee seven (7) days in advance prior to the actual occurrence or change.

7.06.02 : The Union shall be notified by the District of new employee(s), and shall receive an update in the seniority list bi-annually. The Union shall be given the opportunity to give new employee/member orientation, upon the time of the new employee being hired into the position in the Anchor Bay School Aged Childcare program under the collective bargaining agreement.

ARTICLE 8

PROMOTIONS OUTSIDE THE BARGAINING UNIT

8.01 _____: Vacancies among other non-instructional bargaining units will be posted by the Central Office on district bulletin boards. Employees interested must submit a letter of intent during the posting period.

8.02 _____: In the event an employee in the bargaining unit is selected for promotion a trial period not to exceed three (3) months shall be granted in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. During this time said employee will be entitled to transfer back to her former job at either her request or the Central Office's request. (Selection for such position shall be at the discretion of the Central Office and shall not be the subject matter of the grievance procedure or any other procedure.)

8.03 _____: In the event said employee is returned to the bargaining unit during the trial period, she shall return to her former position with no loss of previously accrued seniority, including time spent in the trial period.

ARTICLE 9

GRIEVANCE PROCEDURE

9.01 _____: A claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of any provision of this agreement shall be deemed a grievance under this contract.

9.02 _____: The time limits specified hereinafter for movement of a grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the union fails to appeal a grievance or appeal a district answer within the particular time limit or fails to comply with the written requirements at each step of the grievance procedure, the involved grievance shall be deemed abandoned and settled on the basis of the District's last answer, if any. In the event the District shall fail to supply Union with its answer to the particular step within the specified time limits, the grievance shall be automatically positioned for appeal at the next step within the time limit for exercising said appeal commencing with the expiration date of the District's grace period for answering.

9.03 _____: All specified time limits herein consist only of assigned work days.

9.04 _____: Each grievance shall have to be initiated within ten (10) days of the occurrence of the cause for complaint, or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge by either the aggrieved or the Union. However, any monetary compensation shall be limited to ten (10) working days prior to the filing of the grievance. Employees shall be considered to have knowledge of information appropriately published by the Central Office. Settlement of delayed grievances, as provided, shall not be retroactive to any date prior to the date of the filing.

9.05 _____: STEP 1

9.05.01 _____: The aggrieved employee or employees may take the matter up with the Early Childhood Supervisor on an informal basis.

9.06 _____: STEP 2

9.06.01 _____: In the event the matter is not resolved informally, a written grievance may be filed with the Central Office Administrator, designated by the superintendent, within ten (10) work days following the informal meeting.

ARTICLE 9-CONTINUED

GRIEVANCE PROCEDURE

9.06.01.01 : The written grievance shall set forth a specific article or paragraph of the article allegedly violated, misinterpreted or misapplied, along with a statement of the relief sought, and signature of the aggrieved person and the Union representative.

9.06.01.02 : Within ten (10) work days after receiving the grievance, the designated administrator shall meet and thereafter state his decision in writing, and shall forward a copy to the aggrieved party and to the Union.

9.07 : STEP 3

9.07.01 : In the event the matter is not resolved at the Step 2 level, a written grievance may be filed with the Superintendent or his/her designee within ten (10) work days after receiving the decision of the designated administrator.

9.07.01.02 : The appeal shall be in writing and shall be accompanied by a copy of the original grievance.

9.07.01.03 : Within ten (10) days after receipt of the appeal, the Superintendent or his/her designee shall commit his/her decision in writing to the Union and the aggrieved party.

9.07.01.04 : The grievant, the chapter chair, and a steward shall be granted release time to attend Step 3 and Step 4 grievance hearings.

9.08.01 : STEP 4

9.08.01 : If the Union is dissatisfied with the decision of the Superintendent or his/her designee, the Union may within ten (10) work days file a written notice to the other party of their intention to arbitrate.

9.08.01.01 : It is hereby agreed between the parties that upon receipt by the employer of the written notice of intent to arbitrate a particular grievance which has been submitted to the Arbitration Department, Lansing, Michigan, all time limits for arbitration contained in the collective bargaining agreement shall be held in abeyance. Should the Employers determine sufficient time has elapsed for the processing of the grievance, the Employer may activate the tolling of said time limits by serving notice to the Arbitration Department. The notice shall be delivered to the Michigan AFSCME Council 25 Arbitration Department by certified mail notifying Michigan AFSCME Council 25. The time limits to select an impartial arbitrator shall begin on the 10th workday after receipt of such notice. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within ten (10) work days of the request for arbitration, then the party requesting arbitration shall, within twenty (20) work days from the date of the intent to arbitrate, file a demand for arbitration with the American Arbitration Association, sending a copy of such demand to the opposite party.

ARTICLE 9-CONTINUED

GRIEVANCE PROCEDURE

9.09 _____: The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation or misapplication of specific and express provisions of this collective bargaining agreement. If the grievance sought to be arbitrated is not specifically covered by this agreement, then said arbitrator shall have no authority in connection therewith. Said arbitration shall be conducted under the auspices of the American Arbitration Association, (and the conduct of said hearing shall be paid one-half (1/2) by the Union and one-half (1/2) by the employer,) and all other expenses shall be borne by the party incurring them. So long as said arbitrator does not exceed his authority as provided herein, his decision shall be final and binding on the Union, and all members of the Bargaining Unit, and the employer.

9.10 _____: Neither party shall be permitted to assert in such arbitration proceedings, any grounds, or to rely on any evidence not disclosed to the other side by at least the third (3rd) Step.

9.11 _____: A grievance may be entertained in or advanced to Step 2 of the grievance procedure if the parties jointly so agree.

9.12 _____: In grievances involving discharge, the president will be notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed at Step 3 within three (3) working days from the time of presentation of the notice to the president. If a written grievance is filed, the Superintendent or his/her designee shall have five (5) working days in which to arrange a meeting. Normal time limits shall apply thereafter.

9.13 _____: The parties agree that the selection of the grievance procedure or any other forum for dispute resolutions involving matters included in this contract shall be mutually exclusive. If courts, either federal or state, M.E.R.C., or this grievance procedure is begun, any other procedure shall be temporarily postponed until the dispute is resolved. However, this provision shall not deny an individual employee to pursue multi-forums for dispute resolutions.

ARTICLE 10

DISCIPLINE AND DISCHARGE

10.01 _____: The parties agree that any discipline, including discharge shall be for reasons that are not arbitrary and capricious.

10.02 _____: If an employee/member is called in for an investigation that will potentially lead to a disciplinary action, that employee/member shall be notified of their right to union representation.

ARTICLE 11

NO STRIKE

11.01 _____: For the duration of this agreement, the Union will not engage in, authorize, or encourage any concerned interruption of education or subsidiary related activities due to a cessation, withdrawal, or withholding of services either in whole or in part by members of the Bargaining Unit for any reason and no officer or representative of the Union or member of the Bargaining Unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage, or prolong any such prohibited activity, nor shall the School Central Office authorize or encourage the same nor lock out~ employees. Employees of the district violating any of the above conditions shall subject themselves to disciplinary action, including discharge.

11.02 _____: The Union shall have no liability under this article if they will post notice immediately at any or all schools affected, advising that such action is unlawful, in violation of this agreement, and unauthorized by the Union. The Union further advises any and all employees involved, including notification to the communications or press media as requested by the employer that such employees are in violation of the agreement and that all employees involved shall return forthwith to their regular duties.

ARTICLE 12

PHYSICAL EXAMINATIONS

12.01 _____: The initial medical examination for employment of new personnel is to be paid by the employer and shall consist of a blood test, chest x-ray and/or negative T.B. skin test. Health examinations hereafter shall be in compliance with Section 12.02.

12.02 _____: HEALTH EXAMINATION PROCEDURES

12.02.01 _____: All school employees are required by law to furnish a negative T.B. skin test. All employees in the Bargaining Unit shall not be charged for such test. At the time of the skin test, employees on scheduled work will be temporarily released from their job without loss of pay. Employees not on scheduled work shall initiate attendance for this skin test.

12.02.02 _____: All T.B. skin tests shall be completed once every two (2) years and the report Form K-708, turned in by September 15th. New employees will be required to submit the Form K-708 by September 15th or thirty (30) days following employment.

12.02.03 _____: Employees who show a positive reaction upon taking a skin test will submit to a chest x-ray by the Macomb County Health Department within two (2) weeks from date of notification of such reaction or within two (2) weeks after receiving notification from the Health Department to report for an x-ray. However, all employees must comply with 12.02.02 of this Section. Payment by the district, if any, shall be limited to the cost of the x-ray only. Employees on scheduled work will be temporarily released from their job without loss of pay.

12.02.04 _____: In the event there is medical evidence or reason to suspect that an employee is either not fit to perform his/her duty, or the employee is being rendered incompetent by physical and/or emotional disability, the Central Office may require that such employee be examined by a physician or psychiatrist appointed by the Central Office, at the Central Office's expense. The opinion of the Central Office's doctor shall be final. However, at the employee's request, another examination shall be scheduled in which the cost shall be equally shared by the Central Office and the Union. Such examination shall be by a specialist in the area of controversy for final determination in the matter.

ARTICLE 12-CONTINUED

PHYSICAL EXAMINATIONS

12.02.05 _____: Any employee in the Bargaining Unit unable to work because of illness for a period of five (5) consecutive days, but less than ten (10) consecutive days, shall be required to provide evidence from a physician (M.D., D.O.) to establish that their condition warrants return to work. In the event an employee is absent for work as a result of illness for a longer period of time and in the opinion of the Central Office there is uncertainty as to his/her ability to perform his/her work or uncertainty with respect to his/her condition, the Central Office may require that the employee be examined, at the Central Office's expense, by a physician appointed by the Central Office who shall certify said employee is capable of performing his/her job and is ready to return to work. The opinion of the Central Office's doctor shall be final, subject to the following: At the employee's request, another examination shall be scheduled in which the cost shall be borne by the Central Office, by an appropriate specialist in the area of controversy for final determination in the matter which shall be binding on the parties.

12.03 _____: MANDATED HEALTH SERVICES

12.03.01 _____: As a requisite for continued employment, all School Aged Child Care employees shall be required to have a physical examination every two (2) years and/or as mandated by the State and the report shall be filed with the Early Childhood Supervisor.

ARTICLE 13

HOURS AND OVERTIME

13.01 _____: The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.

13.02 _____: The normal work day for School Aged Child Care employees shall be as long as children are in the S.A.C.C. program. This section shall not be construed as and is not a guarantee of any number of hours of work per day or per week. Article 13 shall not conflict with Article 6 (Force Reduction).

13.03 _____: Overtime will be paid at the rate of 1^{1/2} times the regular hourly rate for all work in excess of eight (8) hours in any given day or in excess of forty (40) hours in any given work week. Overtime shall not be pyramided. Full time employees scheduled to work four (4) hours or more overtime shall have a second lunch period prorated consistent to the amount of overtime worked, said lunch period will not be less than twenty (20) minutes.

13.04 _____: The normal work week shall be considered Monday through Friday. This shall not preclude the Central Office from assigning as a normal work week other than Monday through Friday.

13.05 _____: There shall not be a half day session scheduled on Halloween and the gymnasium shall be made available for all designated half days for the School Aged Child Care Program. In addition, when half days at two (2) schools are scheduled, which share the same S.A.C.C. staff, these half days will be coordinated.

13.05.01 _____: If weather or other conditions warrant a delay in the start of a school day, S.A.C.C. employees are expected to report to their assigned centers at their regular starting time. Employees will be paid for the amount of time worked. S.A.C. services will be offered during winter break, spring break and all professional development days, which do not require S.A.C. employee's attendance for training. This will be done on a trial basis for the 2006-2007 school year only, and implemented thereafter based only upon the recommendation of the Early Childhood Supervisor.

13.06 _____: S.A.C. employees working a scheduled shift or are called to perform work when they are scheduled off, and then are sent home, shall be paid for the amount of time worked, or receive not less than two (2) hours of straight time pay, whichever is greater.

ARTICLE 14

MISCELLANEOUS

14.01 _____: A Bulletin Board will be available in each building for posting notices and other materials. The Union assumes the responsibility for all material posted thereon. The Union shall have access to the existing inter-school mailing system for distribution of notices. Copies of any notices posted or mailed to the employees shall be forwarded to the Central Office.

14.02 _____: The Union will be permitted the use of school facilities for regular and special business meetings of the Union, provided that such use is requested through normal channels and approved in advance without disrupting other commitments for use of the premises and without incurring additional cost to the school district.

14.03 _____: In the event an employee will not be able to report for her assigned duties, such employee will be responsible to report her absence at least one (1) hour prior to the beginning of her first (1st) hour assignment as listed on the daily work schedule. The employee is expected to identify herself, identify the location of employment, and give her reason for absence. Employees are not to leave the building during their regular work assignment without permission or approval by the Building Principal or his/her Designee.

14.04 _____: Any meeting scheduled by the district at which attendance is required shall be paid on a straight time basis.

14.05 _____: Receipts shall be provided to all S.A.C.C. employees for the actual amount of money turned into the employer.

14.06 _____: Head Caregivers will have one (1) hour per week for bookkeeping. Additional time may be granted upon approval of the Early Childhood Supervisor. S.A.C. Head Caregiver shall be given thirty (30) minutes per week during working hours, to drop off paperwork and to pick up food and supplies at the Early Childhood Building.

14.07 _____: Assistance will be provided whenever the number of children under the responsibility of a S.A.C.C. employee exceeds twenty (20) at any one (1) time on a regular basis. The determination to provide assistance will be made by the Early Childhood Supervisor.

14.08 _____: In the event the Board is awarded a state grant or some other agency grant to provide a special purpose academic program which includes stipulated job requirements and such grant results in the temporary employment of personnel beyond a year, the union shall confer with the Central Office regarding wages and other conditions.

ARTICLE 14-CONTINUED

MISCELLANEOUS

14.09 _____: In the event of a late pick-up by a parent that results in a fine, either the S.A.C.C. Leader or a designee shall receive, in addition to the base hourly rate, the late pick-up charge. A check for the late pick-up charges will be paid to the employee as part of the next pay period earnings, for each fifteen (15) minute period or fraction thereof for work beyond the normal workday. For work beyond the normal workday, exclusive of late pick-ups, the S.A.C.C. Leader or a designee shall be paid the current regular base hourly rate.

14.10 _____: All temporary summer positions will be posted and filled pursuant to the provisions of Article 7.

14.11 _____: Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon mutual consent of the parties. Such meeting shall be between two (2) representatives of the Employer and two (2) representative of the Union. Arrangements for such special conference shall be made in advance, and an Agenda of the matters to be taken up at the meeting shall be represented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall convene between the hours of 10:00 am and 12:00 pm. The members of the Union shall not lose time or pay from their regular pay for the time spent in such special conference. This meeting may be attended by a representative of AFSCME Council 25 and/or a representative of the International Union and may be attended by legal counsel for the Employer. Special conferences shall not be more than twice each month except by mutual consent. The Union representatives may meet at a place designated by the Employer on the Employer's property for a maximum of one-half (1/2) hour immediately preceding such special conference with the representatives of the employee for which a written request has been made.

14.12 _____: One time stipend at the end of each fiscal year:
Four (4) or less hours per day - \$ 50.00
Four (4) or more hours per day - \$100.00

ARTICLE 15

NONCOMPENSABLE LEAVE OF ABSENCE

15.01 _____: Leaves without pay or benefits for seniority employees will be granted in accordance with the specified provision for each type of such leave as hereinafter provided, for military service, physical incapacity, maternity and for the purpose of union representation.

15.01.01 _____: Leave for other purposes may be granted, but shall be subject to the consent and approval of the Central Office. Employees being granted such leave shall be required to report for duty upon termination thereof, or subject herself to the provisions as provided in Article 5, Section 5.03.

15.01.02 _____: All requests for leave and the approval shall be in writing, and shall provide for the date such leave begins and ends. The employee shall give written notice of request for leave ten (10) days prior to the actual date such leave begins. However, in the case of an emergency prior notice requirement may be waived.

15.01.03 _____: Employees granted such leave shall be required to report for duty upon termination thereof. Failure to report will result in their dismissal. An extension at the discretion of the Central Office may be granted, providing the employee makes an extension of the leave request at least thirty (30) days prior to termination of the employee's present leave.

15.02 _____: MILITARY LEAVE: Full time employees who leave the school district and who are inducted in any branch of the armed forces of the United States, and who upon termination of such service:

15.02.01 _____: Receive an honorable discharge from the Armed Forces;

15.02.02 _____: Is still qualified and competent to perform the duties of his/her position;

15.02.03 _____: Makes application to the school district for re-employment within ninety (90) days after he/she is released from military service; shall be restored to work or to a job of like nature, seniority status or pay, provided a vacancy exists for which the employee qualifies. Conformance with conditions established by federal and state laws in this matter shall prevail.

15.03 _____: MATERNITY LEAVE: Employees who desire to remain employed while on Maternity Leave shall have job protection so long as they continue to perform their job with minimum periods of absence resulting from pregnancy.

ARTICLE 15-CONTINUED

NONCOMPENSABLE LEAVE OF ABSENCE

15.03.01 _____: Unpaid leaves of absence for reason of the birth of a child shall commence no sooner than four (4) weeks prior to the expected birth date unless the Central Office is provided medical proof of the necessity to discontinue employment sooner. However, the employee may, if she so desires, work as long as she is physically and medically capable. The employee shall be expected to return to work within eight (8) weeks of the birth of the child, unless medical proof is provided which indicates that said employee is physically unable to perform her duties. The Central Office reserves the right to confirm any medical proofs required herein by physical examinations performed by a physician appointed by the Central Office whose opinion shall be final.

15.03.02 _____: The length of permitted leaves of absence for reasons of pregnancy shall be controlled as above set forth. The Central Office will not employ a replacement for an employee on such Maternity Leave but will fill the vacancy on a temporary basis with a substitute. Prior to the return from Maternity Leave, the employee shall give the Central Office twenty (20) days notice of such return, and, upon her return, she shall return to her former position with no loss of seniority or fringe benefits as a result of said Maternity Leave.

15.04 _____: ADOPTION LEAVE: Employees adopting children may avail themselves of the leave designated as Maternity Leave for purposes of caring for and acclimating themselves with their newly adopted child. There shall be no extension, however, of any Maternity Leave. -.

15.05 _____: UNION LEAVE: A leave without pay for a maximum of two (2) seniority employees with not more than one (1) employee in each department at any one time will be granted for a maximum of five (5) days annually, upon prior written notice and approval for the purpose of attending Union convention or conference.

15.05.01 _____: One (1) employee elected or appointed to an office with the Union representing this bargaining unit, may, following a written request at least one (1) month prior to the actual date desired, receive temporary leave of absence without pay for a period not to exceed one (1) year.

15.05.02 _____: Seniority will be broken if the employee fails to report for duty at the expiration of the approved leave, or if the employee granted the leave resigns or is severed from the representation position and does not promptly apply for reinstatement.

15.06 _____: ELECTED OR APPOINTED POSITIONS: An employee elected or appointed to a political office may, following a written request at least one (1) month in advance, receive non-compensable leave for a period not to exceed one (1) year.

ARTICLE 15-CONTINUED

NONCOMPENSABLE LEAVE OF ABSENCE

15.07 _____: Seniority employees who have been granted a noncompensable leave shall maintain accumulated seniority accrued before the leave began, and shall not accrue seniority during such leave unless the employee is on compensable leave, or the leave is otherwise required by law, or the leave is classified as a sixty (60) calendar day non-compensable sick leave restricted to personal or 'in the immediate family. Upon return, such employee shall return to the same job and building where they were performing prior to the leave, providing they are still qualified and competent to perform the duties of that position. The employee who temporarily filled the job created by the leave shall return to the position that she held before the leave occurred. A vacancy resulting from a granting of a noncompensable leave of more than ninety (90) days shall be posted for five (5) working days, and the successful bidder shall fill the job no later than ten (10) working days, after the bids are closed. The successful bidder's job shall be filled in the same manner. Thereafter, the selection for the job remaining shall be filled by the Central Office.

ARTICLE 16

COMPENSABLE LEAVE

16.01 _____: Each employee covered by this agreement shall earn sick leave allowance as follows: three-fifth's (3/5th's) day per month for a maximum of six (6) days per year. An employee shall not earn a sick leave day during any month in which the employee works less than the majority of scheduled workdays in the month.

16.02 _____: Accumulation of sick leave days shall be based on the hours the employee is working when sick leave days are earned.

16.03 _____: Probationary employees will earn sick leave days during their probationary period, but may not utilize such days until attaining seniority.

16.04 _____: Sick leave days may accumulate to a total of eighteen (18) days. Once an accumulation of eighteen (18) days has been reached, no additional days shall be permitted.

16.05 _____: Sick leave days may be used to the extent of the employee's accumulated sick leave for a bona-fide personal illness which incapacitates the employee from discharging her normal duties.

16.06 _____: When approved by the Central Office, an employee will be permitted one (1) Unexplained Personal Business Day not charged against their sick leave accumulation.

16.06.01 _____: An eligible employee, (working 20 hours or more per week with more than five (5) years of seniority in the district), shall receive one (1) additional Unexplained Personal Business Day not charged against their sick leave accumulation, subject to the provisions in 17.01.

16.06.02 _____: An Unexplained Personal Business Day may not be taken immediately prior to, following a holiday or vacation period unless approved by the Central Office.

16.06.03 _____: Thanksgiving and Christmas Day shall be paid holidays for each bargaining member.

ARTICLE 17

HOSPITALIZATION INSURANCE

17.01 : No Health Insurance will be provided to S.A.C.C. employees

17.02 : School Aged Child Care employees working twenty (20) or more hours per week with more than five (5) years of seniority in the District will receive \$250 if they did not use the second Unexplained Personal Day.

ARTICLE 18

WAIVER

18.01 _____: The parties hereto agree that they each have an unrestricted right to bargain with the other of all of the terms and conditions of employment contained herein. They both agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties hereto. This section is not to be construed as bypassing the grievance procedure for processing complaints, but is reserved for significant problems, which may develop during the term of this agreement.

18.02 _____: Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction such article, section or clause shall be automatically deleted from this agreement. All remaining portions of the agreement shall remain in full force and effect for the duration of the agreement.

ARTICLE 19

DURATION

19.01 _____: In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the agreement, written notice of such intent shall be served sixty (60) days prior to the termination date. If neither party shall give notice of amendment, as heretofore provided, or if each party giving notice withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice as specified above by either party sixty (60) days written notice prior to the current year’s termination date.

19.02 _____: Notice as specified above shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, Michigan AFSCME, Local 1688, Council 25, 28000 Van Dyke, Suite 102, Warren, Michigan 48093, and if the employer, addressed to the Anchor Bay Board of Education, 52801 Ashley Street, New Baltimore, Michigan 48047, or to any such address that the Union or the Employer may make available to each other.

19.03 _____: This Agreement and all its provisions, unless otherwise specified shall commence on July 1, 2010 and shall continue in full force and effect until June 30, 2018, subject to Article 19. However, this Agreement shall not become effective unless and until it is:

Ratified by a majority of the members of Local 1688, Chapter 02, present at a meeting called for this purpose.

Approved by the Board of the Anchor Bay School District

**ANCHOR BAY SCHOOL DISTRICT
BOARD OF EDUCATION**

School Board President

Leonard Woodside, Superintendent

**SCHOOL AGED CHILD CARE EMPLOYEES
CHAPTER 02 OF LOCAL 1688**

AFSCME Council Representative

Chapter Chairperson

ARTICLE 20

RETROACTIVITY

Wages only in this contract shall be retroactive to July 1, 2010. All other provisions will be made available after the Board executes this Agreement.

Appendix A
Salary Schedule

07/01/13 – 06/30/14
Wage Freeze

	<u>Step 1</u>	<u>Step 2</u>
Leader	\$11.51	\$11.87
Caregiver	\$10.40	\$10.73
Assistant	\$ 8.70	\$ 9.05

Wage Opener 07/01/14 – 06/30/15

	<u>Step 1</u>	<u>Step 2</u>
Leader	\$11.51	\$11.87
Caregiver	\$10.40	\$10.73
Assistant	\$ 8.70	\$ 9.05

Wage Opener 07/01/15 – 06/30/16

	<u>Step 1</u>	<u>Step 2</u>
Leader	\$11.51	\$11.87
Caregiver	\$10.40	\$10.73
Assistant	\$ 8.70	\$ 9.05

Step increases occur on July 1st of the fiscal year when wage freezes are not in place.

APPENDIX B

B-1.00 : PROFESSIONAL GROWTH STIPEND:

B-1.01 : A professional growth stipend will be awarded to each employee who has demonstrated academic improvement by either attending a conference or earning semester hours credit in a course of child development or a related course. Eligibility and payment for the professional growth stipend must be approved by the supervisor in advance of the attendance or enrollment. The decision of the supervisor shall be final and not subject to the grievance procedure.

B-1.02 : Following verification of attendance and/or enrollment, a lump sum payment, payable only once, will be made at the end of the fiscal year. Such payment shall not be compounded or folded into the annual base wages.

B-1.03 : The employee shall be awarded a stipend of \$25.00 for each conference attended up to a maximum of three (3) conferences in the year and up to a total conference payment of not more than \$75.00 In the year.

B-1.04 : The employee shall be awarded a stipend of up to \$50.00 for each semester hour credit up to a maximum of six (6) semester hour credits in the year or a total semester credit payment of up to \$300.00 In the year.

B-1.05 : The Central Office may temporarily suspend this stipend at the beginning of the fiscal year in the event of economic conditions.

B-2.00 : SCHOOL AGED CHILD CARE LEADER REQUIREMENT

B-2.01 : An employee must successfully complete a minimum of 60 semester credit hours with a minimum of twelve (12) semester credit hours in Child Growth and Development, physical education or recreation as required by the Department of Social Services from an accredited school in order to be considered as an eligible candidate for School Aged Child Care Leader.