



**LABOR CONTRACT**

**BETWEEN**

**AFSCME LOCAL 1688, MICHIGAN COUNCIL 25**

**AND**

**ANCHOR BAY BOARD OF EDUCATION**

**January 1, 2011 – December 31, 2019**



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| <b>PREAMBLE</b> |
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**This agreement, entered on the first day of January, 2011 to December 31, 2019, 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 of Local 1688, Michigan Council #25 and the American Federation of State, County and Municipal Employees, (hereinafter referred to as the “Union”).**

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| <b>PURPOSE</b> |
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**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.**

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| <b>RECOGNITION</b> |
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**1.01 : EMPLOYEES COVERED**

**1.01.01 :** 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 in 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.

**1.01.02 :** This agreement covers all regular part-time and full-time non-instructional employees except supervisors as defined in the Act and excluding clerical employees, paraprofessionals, seasonal employees, temporary employees, crossing guards, student help and other employees who do not have a continuity of interest in the bargaining unit.



## Article 2.

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| <b>RIGHTS AND RESPONSIBILITY OF THE BOARD</b> |
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**2.01 :** The Board on its own behalf and on 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 during working hours.

**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, or their dismissal or demotion, and to promote and transfer all such employees subject to the terms and conditions of this contract.

**2.01.03 :** To decide upon the means and methods of performing the work covered by this contract subject to the terms and conditions of 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. Such special programs will not displace or cause a layoff of any member of the bargaining unit.

**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, subject of course, to the terms of this contract.

**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 hereof are in conformance with the Constitution and Laws of the State of Michigan and of the United States subject to the terms and conditions of this contract.

**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.



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| <b>REPRESENTATION</b> |
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**3.01 \_\_\_\_\_ :** The Board will be advised of the names of the Local Union Collective Bargaining Committee when and as they are appointed and/or elected.

**3.02 \_\_\_\_\_ :** The Union shall advise the Board of the stewards named to cover the employees in the bargaining unit. The Board will be advised of the appointment of any temporary steward in the absence of the regular steward. 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 attend grievance hearings at all steps and attend any disciplinary meetings called by an administrator. Employees not on duty but who attend such meetings shall not be paid as has been the practice of the district.

**3.04 \_\_\_\_\_ :** The Central Office will provide the Union with a supervisory chain of command.

**3.05 \_\_\_\_\_ :** Vacancies occurring in non-instructional positions shall be posted by the Board on all bulletin boards. Employees interested must submit a letter of intent during the posting period. In addition, the president, secretary and stewards of the Union shall receive a copy of employment postings, school calendar, transportation calendar and changes of employment status related to non-instructional personnel and such postings or notices shall be considered informational only.

**3.06 \_\_\_\_\_ :** Special conferences for fundamental problems may be arranged. Such meetings shall only be called after the problems have been fully discussed and solutions sought at a preliminary meeting with the first line supervisor. Complete minutes of the preliminary meeting indicating solutions investigated shall be kept by both sides and made available to each representative. The special conferences shall be requested by including a written agenda fully explaining each of the areas of concern and their proposed solution. A meeting will be scheduled by the Board upon receipt of the written agenda. Discussion shall be limited to agenda items only. Either side may be represented by no more than four (4) people. If the meeting is to be held during normal working hours, not more than four (4) employees on scheduled duty may attend and shall suffer no loss of pay.

**3.06.01 \_\_\_\_\_ :** Agenda items shall not include items that are subject to the grievance procedure.



## **Article 4.**

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| <b>UNION SECURITY</b> |
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**4.01 \_\_\_\_\_ :** The Board agrees that, as a condition of continued employment, all employees covered by this Agreement shall either become and remain members in good standing of Local Union #1688, Council 25, International Union of American Federation of State, County, and Municipal Employees, or pay to said Union sums equal to the amount of the membership dues as their share of the cost of representation of said non-members, no later than the end of their probationary period following the beginning of their employment or the thirty-first (31<sup>st</sup>) day following the effective date of this clause whichever is later.

**4.02 \_\_\_\_\_ :** It is understood that membership in the Union is not compulsory, and it is agreed that neither party shall unfairly discriminate against or pressure any member of the bargaining unit to compel such person to join or refrain from joining the Union, subject to the above paragraph.

**4.03 \_\_\_\_\_ :** The employer shall furnish the Union with the names, addresses and telephone numbers of persons hired after the effective date hereof within two (2) weeks following such employment.

**4.04 \_\_\_\_\_ :** Upon presentation to the employer of proper authorization signed by employees, employer agrees to deduct from the pay of such employee all dues of Local Union # 1688, or representation fees and pay such amount deducted to said Union for every employee from whom authorization has been received.

**4.05 \_\_\_\_\_ :** Receipt of notification of an employee's failure to pay proper union dues or representation fees will be cause for discharge, provided, however, that the employee shall be given thirty (30) days notice of such failure to pay dues or representation fees.

**4.06 \_\_\_\_\_ :** The Union agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency, and legal costs which may arise out of the Board's implementation of this article.



## **Article 5.**

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| <b>SENIORITY</b> |
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**5.01 : DATE OF SENIORITY, SENIORITY LISTS**

**5.01.01 :** The Union shall be furnished a seniority list annually (on February 1<sup>st</sup>). The seniority list shall include:

- 1.) Employee's Full Name
- 2.) Effective Hiring Date
- 3.) Employee's Current Department
- 4.) Current Job Classification
- 5.) District Seniority

The seniority of an employee on the list shall commence with the first day of actual employment to a regular job in the bargaining unit. When more than one (1) employee is hired on the same date, seniority will be determined in alphabetical sequence, according to the last name first, then given name and middle initial. For bidding, bumping, and seniority purposes, the full name of such employee used shall be that which appears on the initial application used in the assignment to a regular job. The president, treasurer, and steward will be notified of any new hire when they have completed their probationary period.

**5.01.01.01 :** When the employer furnishes the Union with a seniority list as stated above any entries to the list will be given a period of one (1) week to contest their seniority date. If such employee is absent from work for any reason during this one (1) week period he/she will be contacted by the Union to verify this date. If a correction is made, a corrected list shall be posted within five (5) working days, thereafter; all established days shall remain in effect until employees sever their employment. The seniority list currently in effect is deemed accurate by both parties and all established dates will remain in effect until employees sever their employment.

**5.02 : PROBATIONARY PERIOD**

**5.02.01 :** New employees hired by the district from the outside, shall be probationary for the first ninety (90) work days. Upon successful completion of their probationary period, they shall attain seniority status. Probationary employees who transfer and accept another job classification within the bargaining unit shall have his/her probationary period calculated from the first day of the transfer. Employees while on their probationary period may be terminated without recourse to the grievance procedure, but shall be represented for all other Union purposes.



**5.02.02 :** Employees while on probationary status shall not be entitled to any fringe benefits. Upon successful completion of the probationary period, the seniority of the employee shall commence with the first day of actual employment to a regular job in the bargaining unit.

**5.03 :** **LOSS OF SENIORITY**

**5.03.01 :** Seniority shall be broken and employment in the district ended for the following reasons:

**5.03.01.01 :** If an employee quits.

**5.03.01.02 :** If the employee is discharged and the discharge is not reversed through the grievance procedure.

**5.03.01.03 :** If the employee is absent for three (3) consecutive working days without notifying the employer and fails to give explanation for the absence and lack of notice which are satisfactory to the school administration.

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

**5.03.01.05 :** If the employee overstays a leave granted for any reason as hereinafter provided.

**5.03.01.06 :** If the employee is on layoff for a period of one (1) year or the duration of his/her seniority at the time of layoff, whichever is greater, but not to exceed five (5) years.

**5.03.01.07 :** Non-compliance with Article 12.

**5.03.01.08 :** Employees who are on layoff shall not accrue seniority.

## **Article 6.**



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| <b>LAYOFFS</b> |
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**6.01 : LAYOFFS**

**6.01.01 :** Reduction in the work force shall be affected through the following procedures.

**6.01.01.01 :** Seasonal employees as provided for in this contract and probationary employees in the affected department shall be immediately laid off.

**6.01.01.02 :** The employees with the least seniority in the affected job classification shall be laid off.

**6.01.01.03 :** Any employee so laid off shall be permitted to bump to a lower job classification in that department using district-wide seniority.

**6.01.01.04 :** An employee who has bumping rights as set forth in Article 6.01.01.03 above shall have the right either to exercise the bump or to accept layoff until recalled.

**6.01.01.05 :** The employee who is eventually laid off as a result of the bumping process shall have the right to bump to any job in the bargaining unit only once provided he/she is qualified and presently capable of performing the remaining work and must displace the least senior employee doing the remaining work at the rate of pay for the work being performed. Such employee will be given a trial period of sixty (60) work days to demonstrate their ability to meet the standard of performance on the job. However, if the Board determines that the employee does not meet such standards he/she may be released prior to the completion of the sixty (60) day trial period voluntarily or involuntarily.

**6.01.01.06 :** The least senior employees who remain unplaced after the reduction and bumping is completed shall be laid off.

**6.01.01.07 :** The above layoff procedure does not apply to normal reduction of the work force during the time school is not in session during the summer months.

**6.01.01.08 :** Any seniority employee on layoff shall be immediately placed on the regular substitute list.

**6.02 : NOTICE OF LAYOFF**



**6.02.01** : Where there is a decrease in the working force, the Union shall be given notice as soon as practicable of the Board's proposed action in case of layoff. Further, the Board shall give employees a minimum of fourteen (14) calendar days of notice of layoff. If multiple bumping will result from the layoff, the first employee affected shall exercise his/her bumping or transfer rights within two (2) days of the notice of layoff and all bumping must be completed prior to the date of layoff. If multiple bumping would occur, then a bid meeting shall take place.

**6.03** : **EMERGENCY LAYOFFS**

**6.03.01** : 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.

**6.04** : **PREFERENTIAL SENIORITY**

**6.04.01** : Duly elected officers of the Union, the president or chapter chairperson, chief steward and one (1) steward from each department will be given preferential seniority for purposes of layoff if the person is qualified to perform the position available. In any instance, the number of persons granted such status shall not exceed five (5).

**6.05** : **RECALL PROCEDURES**

**6.05.01** : Laid off senior employees shall be recalled as prescribed in Section 7.01.04. The recall shall be in the inverse order of layoff with the most senior employee being recalled first to the opening in his/her job classification and then to other openings in his/her department for which the employee is qualified. Thereafter, vacancies remaining will then be made available to employees in other departments through the bidding process again in the order as prescribed in Section 7.01.04. Before a laid off employee is recalled, employees who were moved as a result of the layoff would return to their former work location. Any hours added to a job would be made available first to current employees and then to laid off employees. Notice of recall shall be accomplished by a telephone call and a certified letter to the employee's last known address. A copy of the certified letter will be given to the president and chief steward. The employee shall report to work within five (5) days following the mailing date of the certified letter. An employee not reporting upon recall shall be terminated.

**6.05.02** : In the event the recall list in the job classification is exhausted as defined in 6.05.01, the job posting shall be sent to all other bargaining unit members who are on layoff and still maintain their seniority as defined in Article 5. If a laid-off



employee, as defined herein, meets the qualifications for the job and is presently capable of performing the work, such employee may submit a bid, only once, in writing, for the open position within five (5) days after the posting is mailed from the Personnel Office. If more than one (1) qualified laid-off employee bids for the position, the position will be offered to the most senior qualified employee who has submitted a bid for the vacated position. The affected employee shall be granted a sixty (60) day trial period. If the affected employee, during this trial period, cannot meet the standards of performance for the job, the employee shall return to layoff and shall no longer be eligible for a position in which he/she was not able to meet the standards of performance. Failure of a laid-off employee to make application during the limit as defined herein, shall not permit said employee to file a grievance for not being selected.

**6.05.03** : Laid-off employees who are called to substitute in a position they worked in prior to the layoff will be paid twenty cents (.20cents) less than the regular rate of pay for that position.



## **Article 7.**

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| <b>TRANSFERS, VACANCIES, NEWLY CREATED<br/>POSITIONS AND BIDDING PROCEDURES</b> |
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### **7.01 : REQUIREMENTS FOR BID PROCEDURE**

**7.01.01 :** Vacancy shall be defined as an existing job classification becoming vacant as a result of transfer, termination, retirement or expansion of the work force within the bargaining unit. This section shall not be construed to apply to vacancies outside the bargaining unit.

Bus driver trainer(s) shall be selected by the District and the provisions of this contract relating to filling vacancies shall not apply to filling such positions.

**7.01.02 :** In the event of a vacancy in a department, an employee in the same job classification wishing to make a lateral transfer shall be given preference. The selection shall be based on qualifications. In the event that qualifications are equal, the employee with the longest job seniority shall be chosen. The decision with respect to qualifications shall be based on the Board's opinion, subject however, to the grievance procedure.

**7.01.03 :** A vacancy remaining after the above procedure shall be open to an employee in the same department in the next lower job classification. The selection shall be based on qualifications. In the event that qualifications are equal, the employee with the longest job seniority shall be chosen. The decision with respect to qualifications shall be based on the Board's opinion, subject however, to the grievance procedure.

**7.01.04 :** A vacancy remaining after the above procedure has been followed shall be open to recall employees as prescribed in Section 6.05.01 and then to employees in other departments of the district in the bargaining unit. The selection shall continue to be based on qualifications. In the event that qualifications are equal, the employee with the longest seniority shall be chosen. The decision with respect to qualifications shall be based on the Board's opinion. If the vacancy is to be filled by employees in other departments, the use of district-wide seniority will be considered when qualifications are equal.

**7.01.05 :** In the event of a transfer between departments, the seniority of the transferred employee in the new department shall begin with the first work day in that department without loss of district-wide seniority.



**7.01.06** : A vacancy remaining after the above procedures have been followed shall be filled by job applicants as determined by the Board.

**7.01.07** : Whenever a vacancy occurs which is brought about through sickness, accident, or noncompensable leave and is more than twenty-eight (28) days, such vacancy shall be subject to Sections 7.01.01 - 7.01.07 of Article 7. For each vacancy caused by sickness, accident or injury, the employee shall be responsible to provide to the employer a doctor's statement indicating the length of absence and status of the disability.

Further, the vacancy shall be filled during the vacated period by a seniority employee within the building or transportation department, whichever is applicable. Such employee shall have the option of filling said vacancy and be paid the higher minimum rate of pay, if any, is involved. The vacancy created by such successful bidder may be filled by a substitute employee.

**7.01.08** : Whenever a lateral vacancy (within a classification) is filled, such employee shall be expected to remain on the job for a period of not less than one (1) year from the closing date of the bid. Thereafter, Sections 7.01.01 through 7.01.07 inclusive of Article 7 shall be applicable. Any custodian that the provisions of this section applies to shall be allowed to participate in the bid meeting at the beginning of each school year, should a vacancy occur.

**7.01.08.01** : If a laid off employee is recalled to a vacant position and a subsequent position becomes vacant within one (1) year following the recall, the affected employee shall be allowed to bid on the vacant position.

**7.01.09** : When an employee's position/shift is eliminated, the employee(s) shall have the right to bump/bid to a position that their department seniority will allow.

**7.02** : **NEWLY CREATED POSITIONS**

**7.02.01** : A newly created position is defined as a new job classification falling within the bargaining unit that is outside the definition of "vacancy" in Section 7.01.01. The union has the right to bargain the rate for a newly created job within the bargaining unit. The Board will set the initial rate and when final agreement is reached, it shall be retroactive to the date the position was created. Failure to reach agreement on the rate may result in a grievance.



**7.02.02** : Newly created positions shall be filled from within the bargaining unit in the same manner as used for filling vacancies. The selection shall be based on qualifications. In the event that qualifications are equal, the employee with the longest job seniority shall be chosen. The decision with respect to qualifications shall be based on the Board's opinion, subject, however to the grievance procedure. In the event such qualifications are not available in the bargaining unit, outside applicants may be sought.

**7.02.03** : Seniority employees seeking to exercise their right to bid for a newly created position shall not expect the Board to provide substantial training for such position. In such event, the employee shall be expected to have the reasonable skills and/or training prior to exercising their bid on such position.

**7.03** : **POSTING OF VACANCIES**

**7.03.01** : All vacancies and newly created positions within the bargaining unit shall be posted in all installations within five (5) working days from the date of the vacancy or the creation of the new bargaining unit position and shall be filled either through a lateral transfer, the bidding system or new hire in accordance with the procedures outlined herein.

**7.03.02** : The notice posted shall set forth the job title, shift and location of the opening, and, if a newly created position, shall indicate the qualifications necessary to perform the job.

**7.03.03** : Posting of job vacancies or newly created positions shall be for a period of five (5) working days during which time the employees desiring to bid for the job shall forward to the Board a letter expressing his/her interest within this time limit. Failure of an employee to make application during this time limit shall not permit said employee to file a grievance for this failure to be selected.

**7.03.04** : Written notice of the successful bidder will be given to all employees who had previously submitted a bid. This notice of award(s) shall be given to the appropriate steward.

**7.03.05** : The filling of the vacancy or newly created position shall be filled within five (5) working days following the closing of the bid.

**7.03.06** : During the summer months the Board will make available a telephone message center which will have a recorded message containing an up-to-date list of vacancies for the coming year. This message center shall satisfy the responsibility of the Board to notify employees. The Union's president shall be notified in writing of the Union 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.



**7.03.07 :** During the bidding procedure the job openings shall be temporarily filled using the procedures set forth in 7.01.07.

**7.03.08 :** Lateral transfers shall be construed as movement within the same job classification in the same department, i.e., cook helper to cook helper or custodian to custodian. Vertical transfers shall be construed as movement from one job classification to another job classification, first within the department and then among departments, i.e., cook helper to cook, transportation aide to driver and cook to custodian. Classification is defined as the specific job title within a department.

**7.04 :** **TRIAL PERIOD**

**7.04.01 :** Employees selected for a vertical vacancy or newly created position shall be given a trial period not to exceed sixty (60) work days to demonstrate their ability to meet the standards of performance for the new job.

**7.04.02 :** During this time, such employee shall be permitted to transfer back to his former job or location at his/her request for good cause or shall be transferred back at the Board's request on failure to meet the standards of performance required.

**7.05 :** **ACCRUED SENIORITY**

**7.05.01 :** If an employee transfers to another department, all seniority acquired in the previous department prior to the transfer shall be frozen.



## **Article 8.**

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| <b>PROMOTIONS OUTSIDE THE BARGAINING UNIT</b> |
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**8.01 \_\_\_\_\_:** The Board agrees to advise the members of the bargaining unit of any promotional opportunities outside the bargaining unit by posting the same on the bulletin board.

**8.02 \_\_\_\_\_:** Promotions outside the bargaining unit shall be made solely on the basis of qualifications and work performance. The Board's decision on qualifications and work performance shall not be subject to the grievance procedure.

**8.03 \_\_\_\_\_:** Employees selected for promotion shall be given a trial period of six (6) months in which to demonstrate their ability to satisfactorily meet the standards and perform the duties of the job. This trial period shall not be construed as a training period since the employee is expected to carry into the new job the necessary qualifications, skills and training. During this time, he/she will be entitled to transfer back to his former job and location at either his own or the Board's request. It is agreed that rejection for promotion by the Board is not subject to the grievance procedure.

**8.04 \_\_\_\_\_:** In the event that said employee returns to the bargaining unit during or at the end of the six (6) month trial period, he/she shall return to his former position with no loss of seniority.

**8.04.01 \_\_\_\_\_:** If a bargaining unit member is promoted to a new position outside of the bargaining unit the vacated position shall be filled as a temporary position during the trial period. Further vacancies created as a result of this process shall be filled by substitutes. At the conclusion of the trial period, the position will be posted and filled according to Article 7.

**8.05 \_\_\_\_\_:** In the event the employee should return to the bargaining unit, such employee would return with the same seniority such employee had in the unit as of the date such employee was promoted.



## **Article 9.**

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| <b>GRIEVANCE PROCEDURE</b> |
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**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 I

**9.05.01 :** The aggrieved employee or employees may take the matter up with their building principal or department supervisor or department director 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, as designated by the Superintendent, within ten (10) work days following the informal meeting.

**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.

**9.08 : 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 Employer 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 work day 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.

**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 (3<sup>rd</sup>) 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.**

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| <b>DISCIPLINE AND DISCHARGE</b> |
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**10.01** \_\_\_\_\_: The parties agree that any discipline, including discharge shall be for reasons that are not arbitrary and capricious.



## **Article 11.**

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| <b>NO STRIKE</b> |
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**11.01 \_\_\_\_\_:** For the duration of this agreement, the Union will not engage in, authorize, or encourage any concerted 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 Board authorize or encourage the same nor lock out the employees. Employees of the district violating any of the above conditions shall subject themselves to disciplinary action.



## **Article 12.**

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| <b>PHYSICAL EXAMINATIONS</b> |
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### **12.01 : HEALTH EXAMINATIONS**

**12.01.01 :** The initial medical examination for employment of new personnel is to be paid by the employee 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 12.03.

### **12.02 : HEALTH EXAMINATION PROCEDURES**

**12.02.01 :** Health examinations for bus drivers inclusive of chest x-ray and/or T.B. skin test will be by the Board's appointed doctor and for other than new applicants, paid for by the Board. In the event the employee does not appear at the scheduled time, he/she must obtain said examination through the Board's doctor at his expense prior to August 15<sup>th</sup> of each year as a requisite for continued employment.

### **12.03 : HEALTH REQUIREMENT**

**12.03.01 :** All school employees are required by law to furnish chest x-ray reports or negative T.B. skin test reports to the Board of Education; any cost involved shall be paid by the Board.

**12.03.02 :** 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. Employees on scheduled work will be temporarily released from their job without loss of pay provided prior approval is granted by the immediate supervisor.

**12.03.03 :** All chest x-rays and T.B. skin tests shall be completed and a report filed in the Business Office not later than August 15<sup>th</sup> of each year in which such requirement is mandated by the State.



**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 Board may require that such employee be examined by a physician or psychiatrist appointed by the Board, at the Board's expense. The opinion of the Board's doctor shall be final. At the employee's request, and at the expense of the Board, the Board will obtain an opinion from a second doctor appointed by it, specializing in the area of concern where applicable, whose opinion shall be final.

**12.03.05 :** 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 his/her condition warrants his/her 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 Board there is uncertainty as to his/her ability to perform his/her work or uncertainty with respect to his/her condition, the Board may require that he/she be examined, at the Board's expense, by a physician appointed by the Board who shall certify said employee is capable of performing his/her job and is ready to return to work. The opinion of the Board's doctor shall be final. At the employee's request, and at the expense of the Board, the Board will obtain an opinion from a second doctor chosen by it, whose opinion shall be final.

**12.04 :** MANDATED HEALTH SERVICES

**12.04.01 :** As a requisite for continued employment, all State mandated health tests shall be completed and a report filed in the Business Office not later than August 15<sup>th</sup> of the year in which the test is required.



## **Article 13.**

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| <b>HOURS AND OVERTIME</b> |
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**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 full-time employee's work day shall consist of eight (8) hours plus a one-half (1/2) hour non-paid lunch period, with the exception of the cafeteria and transportation department employees who will establish a uniform, mutually agreed to lunch period practice within each installation. Full-time employees scheduled to work four (4) to eight (8) hours overtime shall have a second lunch period prorated consistent with the amount of overtime worked, said lunch period will not be less than twenty (20) minutes.

**13.03** : A regular starting time for each shift will be established and maintained at each school installation at the beginning of each school semester, subject to change due to curriculum changes and/or student scheduled school day such as split session, half-day sessions, etc. Custodians shall not be scheduled split shifts unless by mutual agreement. Custodians who are called in to work prior to their regular shift shall also complete their regular scheduled work day.

**13.04** : Employees in the custodial department will be entitled to a ten (10) minute coffee break during the first half of the shift, and a ten (10) minute coffee break during the second half of the shift. Employees in the cafeteria and transportation departments will continue the practice with respect to coffee breaks previously established.

**13.05** : REORGANIZED SCHOOL DAY

**13.05.01** : In the event the Board finds it necessary to put into effect a reorganized school day, a meeting will take place between the employer and the Union to discuss any changes in hours or other conditions affecting Union personnel.

**13.05.02** : In the event of split-day sessions, whenever a driver drives another run for another driver, he/she will be granted at least one (1) hour's pay.

**13.06** : TRANSPORTATION COMPENSABLE TIME

**13.06.01** : Bus drivers shall be given a total of thirty (30) minutes per day in



addition to their regular work for the purpose of providing warm-up time, clean-up time, with the job. Bus drivers who are required to prepare maps and bus counts shall be paid not more than four (4) hours of their regular hourly rate provided such work is complete, accurate and acceptable for state reports. Such time shall not be used in the computation of overtime.

**13.07 : TEMPORARY BUS RUNS**

**13.07.01 :** No bus run will be determined to be a temporary run if it is established or worked beyond thirty (30) days.

**13.07.02 :** Regular drivers will fill in whenever possible for daily vacancies when a conflict with their regular run does not exist. Regular drivers shall be offered daily vacancies in seniority order and assigned on a first come / first serve basis. The drivers must give an immediate response for these daily vacancies.

**13.07.03 :** Whenever a bus driver drives for another driver, he/she will be paid at time allotted to the regular driver for that portion of the assigned bus schedule.

**13.07.04 :** Whenever a driver must double up on a bus run, he/she will receive additional paid time if it requires time over and above his/her regular run.

**13.08 : OVERTIME**

**13.08.01 :** The normal work week shall be Monday through Friday. The normal work week for computation of overtime is Monday 2:00 a.m. to Monday 2:00 a.m. Work days shall be construed as Monday - Friday.

**13.08.02 :** Overtime will be paid at the rate of 1 1/2 time 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 week. Overtime shall not be pyramided.

**13.08.03 :** Work performed on Sunday, if in excess of forty (40) hours for the week prior, shall be paid at two (2) times the employee's regular hourly rate.

**13.08.04 :** Approved compensable leave days and any holiday which falls during a week in which the employee is not expected to work shall be counted as eight (8) hours worked for purposes of weekly overtime.

**13.08.05 :** It is not expected that employees will be called upon to work on any of the holidays compensated for in Article 16. In the event it is necessary for employees to work on such a holiday, the pay will be in accordance with Article 16.

**13.09 : OVERTIME ROSTER LIST**



**13.09.01** : At the beginning of the school year, no later than the second week of September, each employee in each department shall indicate in writing his/her preference of working overtime during the balance of the work year. A list of such employees will be prepared (Overtime Roster List) by building and then by departments and only such employees will be contacted for overtime work during the balance of their work year.

**13.09.02** : Overtime work will be equalized within reasonable limits, first by each building, then by other employees from the department. Employees who are not available, or who refuse the overtime, shall be charged for the number of hours available.

**13.09.03** : In the selection of an employee for overtime work the Board shall make at least two (2) telephone contacts, one to each of the next two (2) eligible employees based on seniority in the affected building and whose names appear on the Overtime Roster List or, whenever applicable at least two (2) telephone contacts, one to each of the next two (2) eligible employees based on seniority in the affected department and whose names appear on the Overtime Roster List. Refusal of an employee to handle overtime work three (3) consecutive times but not more than four (4) times, in total, within a fiscal year shall automatically be removed from the Overtime Roster List for the balance of the work year.

**13.09.04** : Employees at the time of determining to work overtime may select to be placed on the (a) Building Overtime Roster List, (b) Department Overtime Roster List, or both.

**13.09.05** : New employees may select to be placed on the Overtime Roster Lists within two (2) weeks following achievement of their seniority.

**13.09.06** : New employees will be charged with the highest number of overtime hours that any employee has in the building for purposes of overtime equalization. (This provision does not apply to transportation employees.)

**13.09.07** : Substitutes will not work overtime so long as regular employees on the Overtime Roster List are available.

**13.10** : SHOW-UP TIME



**13.10.01** : When an employee who reports for work as scheduled is sent home without having worked, he/she shall receive pay for two (2) hours straight time. Employees who are working a scheduled shift and are sent home shall be paid for the amount of time worked, but in no event for less than two (2) hours straight time. When an employee is requested to work when he/she is not scheduled and sent home for lack of work, he/she shall be paid a minimum of two (2) hours at time and one-half,

**13.11** : **OVERNIGHT BUS TRIPS**

**13.11.01** : On overnight bus trips, the Board agrees to pay a minimum of eight (8) hours straight time per day. If the driving time exceeds eight (8) hours, this time will be compensated at one and one-half of the hourly rate of pay. In addition, the Board will pay expenses for room and meals as agreed upon with the Union prior to each trip.

**13.12** : **SPECIAL TRIPS**

**13.12.01** : All special trips will be paid at the regular bus driver's rate of pay. Saturday special trips will be paid at one and one-half times the employee's regular rate of pay. Sunday and holiday special trips will be paid at two (2) times the employee's regular rate of pay. (Memorial Day will be volunteered as in the past.) All layover or down time shall be paid at the employee's regular rate of pay.

**13.12.02** : During the first forty-five (45) work days of the new school year, drivers will not be able to bid on special trips if it conflicts with their regular run. After the first forty-five (45) work days seniority drivers will be released from their regular runs or portions of their afternoon runs, if they so desire, to enable them to take special trips. It is understood between the parties that if an emergency situation, as declared by the Director of Support Services, that this section (13.12.02) shall not apply.

**13.12.03** : Whenever more than five (5) students are scheduled to be transported in school vehicles, certified bus drivers will be assigned.

**13.12.04** : For the purpose of the distribution of special trips in an equitable manner, there will be posted two (2) full seniority lists, one for week days and one for Saturdays, Sundays, holidays and summer trips.



**13.13 : ASSIGNMENT OF BUS RUNS**

**13.13.01 : FIRST SEMESTER:** At the beginning of the school year, bus routes and time schedules for each bus run will be made available by administration at a general meeting. Bus drivers will bid for bus runs on a seniority basis. There shall be one (1) bid meeting in late August prior to the start of school and another bid meeting forty-five (45) work days after the start of school. These two (2) bids shall be the only bids during the first semester. The bus drivers having seniority in the department will choose their bus route in the order of their seniority, but the bidder's route book shall be brought up-to-date before the change in the bus assignment takes place.

**SECOND SEMESTER:** After the start of the second semester, there shall only be additional bids if a route has changed in time by a total of forty-two (42) minutes or more per day. The only drivers permitted to bid shall be those who would benefit economically by qualifying for benefits by bidding on said run.

**13.14 : SAFETY SCHOOL - PAY RATE**

**13.14.01 :** All regular transportation employees will be paid the regular rate of pay for attending safety school following the successful completion of the course work.

**13.15 : SPECIAL RUN SHEETS**

**13.15.01 :** Bus drivers will be provided copies of their Special Run Sheets upon request.

**13.16 : ASSIGNMENT OF CAFETERIA EMPLOYEES**

**13.16.01 :** Prior to the beginning of each school year, a general meeting of all cafeteria employees will be held. A list of all cafeteria vacancies shall be mailed to all cafeteria employees prior to the meeting. The meeting will be held to finalize the placement of all cafeteria employees prior to the opening of the school. Normal time elements for the posting of vacancies and newly created positions shall apply to the cafeteria department.

**13.16.02 :** If schedule changes are made following the beginning of the school year, and the schedule change in any cafeteria position is increased by thirty (30) minutes or more, or if such increase would qualify an employee for benefits, and such changes appear to be of a permanent nature, the position will be posted and filled by the bidding procedure.



**13.16.03** : If a cafeteria employee is requested by his/her supervisor to use his/her vehicle for a job-related activity, such employee shall be paid twenty cents (.20cents) per mile provided the affected employee processes the appropriate mileage report form. Time used in travel will be part of the employee's regular shift.

**13.16.04** : It is understood that if a cafeteria employee is requested to work at an activity outside of her/his normal workday, i.e., banquet, the affected employee shall be paid the rate of her/his assigned task. However, no employee shall be paid less than the cook's wages if she/he works at an activity as described herein.

**13.17** : **ASSIGNMENT OF CUSTODIAL EMPLOYEES**

**13.17.01** : Prior to the beginning of the school year, a general meeting of all custodial employees will be held. A list of all vacancies shall be given to the custodial employees at least three (3) working days prior to the meeting. Those employees who are not at work at this time will have the list of vacancies along with a notice of the meeting mailed to them in sufficient time for them to make arrangements to attend the meeting. The meeting will be held to finalize the placement of all vacancies according to the provisions as set forth in the bidding procedure.



## **Article 14.**

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| <b>MISCELLANEOUS</b> |
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### **14.01 : BULLETIN BOARDS**

**14.01.01 :** The Union shall be provided with a suitable bulletin board for posting all Union notices and other Union materials. The Union assumes the responsibility for all material posted thereon excluding material posted by the Board of Education or its agents. In addition, the Union shall have access to the existing interschool mailing system for distribution of notices. Copies of any notices mailed to the employees shall be forwarded to the Board.

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

### **14.02 : TRANSPORTATION EMPLOYEE'S FACILITIES**

**14.02.01 :** The Board of Education will provide a room for bus drivers with adequate health facilities.

### **14.03 : USE OF SCHOOL FACILITIES BY OUTSIDE ORGANIZATIONS**

**14.03.01 :** In cases where functions take place for which the School Board does not pay the cost and when a custodian is not regularly scheduled, a custodian may be scheduled to cover the function. The custodian will not be held responsible for the security of the building beyond the hours he/she works.

**14.03.02 :** When functions take place in any kitchen and cafeteria employees are not assigned, any work resulting from the use of the kitchen shall be done by short hour cafeteria employees who will be called in to perform the required work as determined by the cafeteria director.

**14.03.03 :** Cafeteria employees will be assigned to cover use of kitchen facilities when in the opinion of the Administration such employees are necessary in order to provide safe and proper utilization of kitchen equipment.

**14.03.04 :** The administration will make every effort to post all functions within all buildings at least forty-eight (48) hours in advance of use to the custodians or cafeteria employees.



**14.03.05 :** Employees are not to leave the building during their regular work assignment without instructions or approval of the Assistant Superintendent or his/her representative or the Building Principal. This does not apply during the employee's unpaid lunch period.

**14.04 :** EMPLOYEE ABSENCES

**14.04.01 :** In the event a morning shift employee will not be able to report for his/her assigned duties, such employee will be responsible to call and report his/her absence to the "electronic secretary machine" at least one (1) hour prior to the beginning of his/her first hour assignment as listed on the daily work schedule. The employee is expected to identify himself, identify the location of employment and give his/her reason for the absence. Employees working the afternoon shift and unable to report for their assigned duty will be responsible to call and report their absence to the immediate supervisor at least two (2) hours prior to the beginning of their first hour assignment as listed on the daily work schedule. Such employee is expected to identify himself, identify his/her location and give his/her reason for the absence.

**14.05 :** MEETINGS

**14.05.01 :** A department meeting scheduled by the district and related to the assigned work schedules of the affected employees, and in which attendance is required, shall be paid on a straight time basis for those employees in attendance. Such time will not be used in the computation of overtime. Employees must be excused by their supervisor for non-attendance. This section is not applicable to meetings as a result of grievances or single bid meetings.

**14.06 :** The Board and the Union shall establish and maintain a joint committee of six (6) members, three (3) of which shall be appointed by the Board and three (3) by the Union. It is agreed that the function of this joint committee shall be to consider areas of in-service which will, among others, improve the efficiency of operations. Matters considered by this committee shall not be subject to the grievance procedure, and any program conceived by the committee must be reasonable and practicable.

**14.07 :** SUMMER EMPLOYMENT

**14.07.01 :** It is mutually understood and agreed that the regular employee working less than twelve (12) months, may be offered prior consideration based upon qualifications for employment during the summer months. Such employee will be paid the same rate of pay of the job.



**14.08 : SUBSTITUTE EMPLOYEES**

**14.08.01 :** Day-to-day absences which occur in the cafeteria, custodial and transportation departments may be filled by substitutes.

**14.08.02 :** Employees who are qualified and are in compliance with state and local laws and who substitute in positions that require the transporting of passengers will be paid the current rate of pay of a bus driver.

**14.09 : SPECIAL EDUCATION MEETINGS**

**14.09.01 :** Special education drivers will be given the opportunity to discuss discipline and special aid guidelines for students with the Director of Special Education or her designee. At the beginning of the school year, such drivers will be scheduled a meeting with the Director of Special Education or her designee and from time to time said Director may schedule meetings with said drivers as she or the transportation employees may deem appropriate.

**14.10 : SAFETY**

**14.10.01 :** The employer will maintain safety precautions at all times.

**14.10.02 :** Employees shall report any defects in equipment.

**14.11 : EMPLOYEE HANDBOOK**

**14.11.01 :** All employees will receive a copy of the handbook and updated material relating to the handbook as available.

**14.12 : EMPLOYEE PERSONNEL FILE**

**14.12.01 :** Past personnel records of a detrimental nature which occurred more than three (3) years in the past will not be taken into account when considering transfer, promotion, discipline and/or discharge of an employee.

**14.13 :** The Board will pay the Commercial Driver's License (CDL) fee for the transportation personnel who are currently employed on a regular assignment.



## Article 15.

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| VACATIONS |
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**15.01 :** Eligibility for vacations shall be determined as of July 1 of any given year.

**15.02 :** VACATION ELIGIBILITY

**15.02.01 :** An employee is eligible for vacation benefits when he/she has one (1) full year of seniority in accordance with the following schedules:

**12 MONTH EMPLOYEES**

**10 MONTH EMPLOYEES**

|                          |           |
|--------------------------|-----------|
| 1 Year                   |           |
| Over 1 Year to 5 Years   | - 2 Weeks |
| Over 5 Years to 16 Years | - 3 Weeks |
| Over 16 Years or more    | - 4 Weeks |

|                  |           |
|------------------|-----------|
| 1Year to 5 Years | - 6 Days  |
| 5 Years or more  | - 12 Days |

**15.02.02 :** Ten (10) month employees shall not take vacation on scheduled school days. However, employees may take a maximum of two (2) days off per year, without pay, provided their respective operational assignments are adequately covered.

**15.02.03 :** Ten (10) month employees will be eligible to request paid vacation days for holidays which fall during the school year provided they have accrued sufficient days to cover the requested time. Unused vacation days shall be paid at the end of the school year.

**15.03 :** VACATION SCHEDULING



**15.03.01** : All vacations shall be scheduled consistent with meeting the operational needs of the district as determined by the district. Bargaining unit members shall be permitted to take vacations during the school year during vacation periods for students or days when school is not in session (i.e., Thanksgiving Break, Christmas Break, Mid-winter Break and Easter Break). Twelve (12) month employees shall be permitted to take vacation during the school year as follows: Twelve (12) month employees earning three (3) weeks may take one (1) week during the school year and twelve (12) month employees earning four (4) weeks may take two (2) weeks during the school year. Such employee's ability to schedule their vacation shall be subject to approval such that the District can meet its operational needs and the District's decision in that regard shall not be subject to the grievance procedure. Once approval is given, it shall not be unreasonably revoked. The scheduling of vacations during such break periods shall also be consistent with meeting the operational needs of the district by maintaining minimum staffing at each building based upon the work which has to be performed in each building. All vacations shall be scheduled according to district seniority and consistent with meeting the operational needs of the district as set forth herein.

**15.04** : PRORATION OF VACATION

**15.04.01** : In the case of 12 month employees, 1/12; in the case of 10 month employees; 1/10 of vacation benefits will be deducted for any month in which the employee does not work a majority of the working days in that month. Work- days paid for by the District shall be considered as days worked for purposes of this section.

**15.04.02** : Vacation days shall be calculated to the nearest whole day; 5/10 or more being considered a whole day and anything less being dropped.

**15.04.03** : Newly hired employees will have their vacation period prorated based on the amount of time in the work assignment provided they have worked the majority of the year. (Example: An employee hired in September of a calendar year will have vacation prorated using the formula  $9/12 \times \text{ten (10) days}$ .)

**15.05** : When a holiday observed by the employee falls during an employee's scheduled vacation, the vacation shall be extended one day for each holiday that occurs.

**15.06** : Vacations of 12 month employees must be used and there shall be no compensation for the failure to take said vacation. In the event an employee is disabled during his/her vacation period and is therefore unable to take his/her vacation, he/she may reschedule his/her vacation upon providing the employer with a physician's statement attesting to the disability during his/her vacation period.



**15.07 :** Employees shall be permitted to choose their vacation dates by district seniority. Employees shall be given vacation forms by their supervisor by February 1<sup>st</sup> of each year. The employee will file requested vacation dates with their supervisors by March 1<sup>st</sup> of each year. The employees will be notified in writing by April 1<sup>st</sup> of their approved vacation dates. The Board reserves the right, however, to oversee vacation schedules so that operational assignments are not neglected.

**15.08 :** Employees will receive their normal weekly pay while on vacation and will continue to receive all fringe benefits during such time.

**15.09 :** Any employee who has completed two (2) years or more of service and who terminates his/her employment with the school district by giving at least two (2) weeks notice shall be paid the unused portion of his/her earned vacation.

**15.10 :** Upon retirement or layoff, an employee will receive money in lieu of any vacation credit remaining as of the time of such layoff or retirement. In the event the laid-off employee is recalled, his/her return to work will be without any accrued vacation.



## Article 16.

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| <b>HOLIDAYS</b> |
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**16.01** : The following days shall be celebrated as paid holidays:

**12 MONTH EMPLOYEES**

Full Day before New Year  
New Year's Day  
Full Day Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Full Day before Christmas  
Christmas Day  
Easter Monday

**10 MONTH EMPLOYEES**

Memorial Day  
Labor Day\*  
Good Friday  
Thanksgiving Day  
Friday after Thanksgiving  
Full Day before Christmas  
Christmas Day  
Full Day before New Year  
New Year's Day  
Easter Monday

The Wednesday before Thanksgiving shall be a paid holiday if it is a non-instructional day.

\* It is understood if school should start after Labor Day, ten (10) month employees shall not be entitled to holiday pay for Labor Day.

**16.02** : When one (1) of the above enumerated holidays shall fall on Sunday, then Monday shall be deemed to be the holiday. When one (1) of the said holidays fall on Saturday, then Friday shall be deemed to be the holiday.

**16.03** : Whenever any employee is required to work on any of the above holidays, he/she shall receive holiday pay plus double time for all hours worked.

**16.04** : To entitle an employee to receive holiday pay, he/she must have worked the last scheduled work day prior to the holiday and the first scheduled work day following the holiday. Those employees on approved vacation leaves shall have those days counted as worked.



## **Article 17.**

|                          |
|--------------------------|
| <b>LEAVES OF ABSENCE</b> |
|--------------------------|

### **17.01 : NONCOMPENSABLE LEAVE**

**17.01.01 :** Leaves without pay 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.

**17.01.02 :** Leave for other purposes may be granted, but shall be subject to the consent and approval of the Board without recourse to the grievance procedure. Employees being granted such leave shall be required to report for duty upon termination thereof, or subject himself to the provisions as provided in Article 5, Section 5.03 and Article 10.

Bargaining unit members may apply for unpaid leaves of absence. Such leaves may be granted by the Board of Education and their decision is only appeal able through the grievance procedure if such decision is arbitrary or capricious.

**17.01.03 :** 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 five (5) days prior to the actual date such leave begins. However, in the case of an emergency, the prior notice requirement may be waived. In the event an employee desires to return to work prior to the leave's expiration date, he/she shall give written notice to the employer five (5) days prior to their desire to return, and the Board shall have the option of permitting said return.

### **17.02 : NONCOMPENSABLE SICK LEAVE**

**17.02.01 :** Seniority employees who have exhausted their accumulated sick days may be placed on a noncompensable sick leave up to and including a period of not more than one (1) year, subject to Article 12, Section 12.03.05.

**17.02.02 :** Seniority 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 Board may be granted.

### **17.03 : MILITARY LEAVE**



**17.03.01 :** 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: 1.) Receive an honorable discharge from the Armed Forces; 2.) Is still qualified and competent to perform the duties of his/her position; 3.) 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.

**17.04 :** MATERNITY LEAVE

**17.04.01 :** Employees who desire to remain employed while on Maternity Leave shall have job protection so long as they are physically unable to return to work. The employee must provide periodical medical reports documenting that the employee is not able to return to work. The employee shall also be subject to the provisions of Article 17, Section 17.04.02.

**17.04.02 :** 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 Board 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. If the medical reports received by the Board are in conflict, then the employee will be required to provide a third medical report at the Board's expense prepared by a medical specialist located at Ford Hospital or the University of Michigan Hospital whose opinion shall be final.

**17.04.03 :** The length of permitted leaves of absence for reasons of pregnancy shall be controlled as above set forth. The Board will not employ a replacement for an employee on such Maternity Leave but will fill the vacancy on a temporary basis with a substitute employee. Prior to the return from Maternity Leave, the employee shall give the Board of Education five (5) days notice with a doctor's statement 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.

**17.05 :** UNION REPRESENTATION

**17.05.01 :** A leave without pay, for a maximum of four (4) seniority employees will be granted for a maximum of five (5) working days annually, with prior written notice for the purpose of attending union conferences/conventions.



**17.05.02 :** One (1) employee elected or appointed to an office with the Union representing this bargaining unit, shall, following a written request of the Union, receive temporary leave of absence without pay for a period not to exceed one (1) year.

**17.05.03 :** 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 applies for reinstatement.

**17.06 :** SENIORITY RIGHTS - NONCOMPENSABLE LEAVE

**17.06.01 :** Seniority employees who have been granted noncompensable leaves shall maintain accumulated seniority accrued before the leave began, and shall not accrue seniority during such leave unless the employee is on noncompensable sick leave, (personal or in the immediate family), noncompensable leave that is less than ninety (90) days within a fiscal year or the leave is otherwise required by law. Upon return, such employee shall return to the same job and location where they were performing prior to the leave providing they are still qualified and competent to perform the duties of that position. In the event a vacancy results from a granting of noncompensable leave of more than ninety (90) days and such vacancy involves a higher hourly rate, then such vacancy shall be posted for five (5) working days. The successful bidder shall fill the job after the bids are closed. The successful bidder's job shall be filled in the same manner. The employee who temporarily filled the job created the leave shall return to the position he/she held before the leave occurred following the return of the employee granted such leave.



## **Article 18.**

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|--------------------------|
| <b>COMPENSABLE LEAVE</b> |
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### **18.01 : ACCUMULATION OF SICK LEAVE**

**18.01.01 :** Each employee covered by this Agreement shall accumulate sick leave allowance as follows:

|                    |   |                  |
|--------------------|---|------------------|
| 12 Month Employees | - | 12 Days per Year |
| 10 Month Employees | - | 10 Days per Year |

**18.01.02 :** Accumulation of "days" herein shall be based on the hours the employees were working when such days were earned and shall be accumulated on an hourly basis.

**18.02 :** Probationary employees will accumulate sick leave allowance during their probationary period, but may not utilize such leave until attaining seniority.

**18.03 :** Leave days may accumulate to a total of ninety (90) days. Once an accumulation of ninety (90) days has been reached, no additional days shall be permitted; provided however, that the employee who has accumulated sick leave days prior to June 30, 1976, shall be permitted to keep fifty percent (50%) of said accumulation and such accumulation shall be preserved as set forth in Article 28, Sections 28.01, 28.01.01 and 28.01.02, Terminal Leave.

**18.04 :** An employee's authorized sick leave absence shall be chargeable to his/her accumulated sick leave allowance. An employee while on sick leave shall be deemed to be on continuous employment for the purpose of computing all benefits, excluding sick leave benefits as specified in Section 18.09 of this Article, including seniority referred to in this agreement.



**18.05 : BEREAVEMENT**

**18.05.01 :** In the event of a death in the immediate family of the employee, the employee shall be entitled when so required, to use a maximum of the next four (4) days not to be charged against the employee's accumulated sick leave to arrange for or attend the funeral and burial. The immediate family shall be termed to be: spouse, child, mother, father, sister, brother, grandchild, grandparent, mother-in-law, father-in-law, stepmother, stepfather, stepchild, brother-in-law, and sister-in-law. Additional time may be given by permission of the Board. An employee shall be entitled to one (1) calendar day of his/her accumulated sick leave to arrange for and attend the burial of an aunt, uncle, niece, or nephew.

**18.06 : SICK LEAVE**

**18.06.01 :** Sick leave may be used for a bona fide personal illness which incapacitates the employee from discharging his/her normal duties to the extent of the employee's accumulated sick leave.

**18.06.02 :** When approved by the Board, sick leave may also be used for a serious illness of an employee's spouse, children, parents or members of the employee's household, but in no event to exceed three (3) days annually. A full explanation to the Board representative as well as his/her approval shall be required.

**18.06.03 :** Ten (10) month employees may use up to two (2) sick leave days per year for "Act of God" days.

Effective March 25, 2013, employees will not be paid for the first two act of god days for the 2011-2012 and 2012-2013 school years. These four days will be placed into each employee's sick balance in the 2014-2015 school year based on that year's wage and hours.

Two furlough days shall be taken for each year for the duration of this contract and shall be scheduled on the school calendar. 10 Month employee furlough days shall be the first two Act of God days.

**18.07 : PERSONAL LEAVE DAY**

**18.07.01 :** An employee will be permitted leave days not charged against his/her sick leave accumulation for personal business of such a nature that it cannot be conducted outside the normal workday, when approved by the Board in writing after written request therefore, in the following amounts.

**12 MONTH EMPLOYEES - 2 DAYS PER YEAR**



**10 MONTH EMPLOYEES - 2 DAYS PER YEAR**

Further, 12 month employees may use one (1) personal business day in addition to the two (2) days above each year, exclusive of the requirements of Section 18.07.02.02 one through five, but inclusive of the requirement for normal reporting off from work.

**18.07.02** : In addition, 10 month employees may utilize one (1) of their accrued sick days as a personal business day.

**18.07.02.01** : Personal business days may not be taken immediately prior to or following a holiday or vacation period, unless approved by the Board.

**18.07.02.02** : An example of an unacceptable use for such personal business days are as follows: 1.) For recreational purposes; 2.) For a business transaction which results in financial gain to the employees; 3.) To attend social functions; 4.) To enable the employee to work for someone else; 5.) For purposes of seeking new employment.

**18.07.03** : One (1) personal business day may be used as unexplained. However, the provisions in Sections 18.07.01 - 18.07.02.01 will apply.

**18.08** : JURY DUTY

**18.08.01** : In the event an employee is assigned jury duty, such employees will be compensated for the difference between fees received as a juror and that which he/she would have received had he/she been working for the district on a straight time basis. Any sums paid as a result of jury duty shall not be chargeable against accumulated sick leaves. Such payment for jury duty shall be permitted no more than once in any fiscal year.

**18.08.02** : Employees assigned jury duty shall be responsible to notify the Business Office and to make arrangements in order to comply with the compensable provisions of Article 18, Section 18.08.01.

**18.09** : An employee shall not accumulate sick leave during any month in which the employee works less than the majority of scheduled working days in that month.

**18.09.01** : Both parties agree that if an employee is ordered to serve on jury duty, the affected employee will not be required to report to work on the date that the person is scheduled as a juror.



## **Article 19.**

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| <b>WORKER'S COMPENSATION</b> |
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**19.01 \_\_\_\_\_:** In the event an employee is injured on the job and is entitled to benefits under the Worker's Compensation Act, the balance of the employee's average weekly earnings not covered by worker's compensation shall be covered by sick leave pay, and this portion (sick leave) only to be deducted from the employee's sick leave until accumulated sick leave has been exhausted. When an employee is released by a duly certified physician, he/she will be placed back on the job and location he/she had before the injury occurred, provided the employee is capable of performing the job or to a position in the district that he/she is capable of doing, to which his/her seniority entitles him, subject to the requirements set forth in Article 12, Section 12.03.05.



## **Article 20.**

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|----------------------------------|
| <b>HOSPITALIZATION INSURANCE</b> |
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**20.01 \_\_\_\_\_:** HOSPITALIZATION INSURANCE - Current employees receiving part-time benefits, whose schedules change, will be governed in this section. Upon submission of a written application, the Board shall make available Blue Cross/Blue Shield Hospitalization or a comparable plan for each eligible employee. Employees must be scheduled six (6) or more hours - full coverage. Additional benefits may be purchased, such as sponsored dependent family continuation, on an individual basis by payroll deductions; however, it is agreed that the additional costs will be borne by the employee.

Employees currently receiving full benefits (scheduled 5 or more hours) or employees receiving half-time benefits (scheduled less than five (5) but more than three (3) hours) will remain in effect for the duration of the contract.

On or after January 1, 1996, all new hires and current employees not receiving benefits and scheduled seven (7) or more hours - full coverage; employees scheduled less than seven (7) but more than five (5) hours - one-half (1/2) coverage in an approved managed health care plan. Additional benefits may be purchased, such as sponsored dependent family continuation, on an individual basis by payroll deductions; however, it is agreed that the additional costs will be borne by the employee.

**20.02 \_\_\_\_\_:** The Board shall make available to all insurance-eligible members, at current hour levels, the following hospitalization and insurance benefits:

Effective January 1, 2013 a \$1250/\$2500 deductible, funding a Section 125 Health Savings Account at \$950.00 for a single subscriber and \$1900.00 for individual and spouse, and full family; and RX Saver Prescription drug rider.

Said coverage to be continuing throughout the period of employment, including summer months.

**20.03 \_\_\_\_\_:** The intent of such insurance plans are to make available insurance protection for the eligible employees of the bargaining unit and his/her immediate family (spouse and children) as defined by the United States Internal Revenue Service.



**20.04 : FLEX BENEFIT COMPENSATION PLAN**

|                | CORE   | OPT OUT |
|----------------|--|---------|
| HEALTH         | Blue Cross/Blue Shield<br>\$1250/\$2500 deductible |         |
| RX Saver Rider | Employee pays 20% of<br>premium                    |         |

**20.04.01 :** The Flex Benefit Plan shall be administered in compliance with Section 125 of the IRS code of 1978. The flex plan shall provide a participant a choice between cash and a nontaxable benefit. To participate, the following conditions must be observed: (a) participants must voluntarily cancel their current health insurance plan and/or dental insurance plan, (b) the participant must select the specific benefit to be received, (c) the participant must choose the benefit in advance, (d) the participant's choice is to be irrevocable for a minimum of a twelve (12) month period or the duration of the contract, whichever is greater, (e) the election of the plan must be made before cash benefits become available, (f) the participant must show proof of a health plan from an independent third party provider other than the employer, and, (g) the participant must sign an authorization sheet for payroll deduction to recapture any advanced cash payment. (Recapture may be prorated). In the event that a participant experiences a change in the family status (life event), as defined by the IRS, the irrevocable period will be relaxed.

**20.05 :** Employees may elect to allocate \$2500 for non-covered medical expenses or \$5000 for dependent care expenses in a flex benefits category as stipulated by Section 125 for the IRS Code of 1978. Such allocation must comply with the Board approved 125 Plan on file with the Internal Revenue Service.

**20.06 :** Effective July 1, 2013, Bargaining Unit Members who choose to be covered by any of the district provided "health benefits" (as defined by PA152 of 2011) under the 2011-2012 State Aid Act, shall pay 20% of the medical plan cost on a pre-tax basis beginning July 1, 2013.



**20.07 :** A bargaining unit employee currently covered by a spouse who receives health care paid for by the district employer shall not elect employer's health care coverage.

**20.08 :** The District agrees to form and meet with a health care committee bi-annually.



## **Article 21.**

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| <b>LIFE INSURANCE</b> |
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**21.01 :**      **GROUP TERM LIFE INSURANCE**      Upon completion of the probationary period and upon submission of a written application, the Board shall make available to each eligible employee on the first day of the month following the month the employee completes the probationary period, an approved Group Term Life Insurance by a company of the Board's choice. The policy limit to be paid to the designated beneficiary shall be:

**2007 - 2009**

**\$ 20,000.00**

**Subject to eligibility under the policy in effect. The Group Term Life Insurance Policy shall include a double indemnity policy rider in case of accidental death.**



## **Article 22.**

|   |
|---|
| <b>DENTAL INSURANCE / OPTICAL INSURANCE</b> |
|---|

### **22.01 : DENTAL INSURANCE**

Upon completion of the probationary period and upon submission of a written application, the Board shall make available to each eligible employee on the first day of the month following the month the employee completes the probationary period, a dental insurance program by a carrier of the Board's choice. The Board's expense for the dental care plan shall not exceed the cost of the minimum single person's monthly rate of hospital-medical coverage as provided herein.

### **22.02 : OPTICAL INSURANCE**

Upon completion of the probationary period and upon submission of a written application, the Board shall make available to each eligible employee on the first day of the month following the month the employee completes the probationary period, an optical insurance program by a carrier of the Board's choice. The Board's expense for this optical insurance plan shall not exceed \$6.00 per month for the family plan during the life of this agreement.



## **Article 23.**

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| <b>LONG TERM DISABILITY INSURANCE</b> |
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### **23.01 : LONG TERM DISABILITY INSURANCE**

Upon completion of the probationary period and upon submission of a written application, the Board shall make available to each eligible employee on the first day of the month following the month the employee completes the probationary period, an income and insurance program by a carrier of the Board's choice to include: No more than ninety (90) calendar days qualifying period long term disability payment in the amount of sixty-six and two-thirds percent (66 2/3rds %) of the employee's salary to a maximum of two thousand dollars (\$2,000.00) per month and continue to age sixty-five (65).



## **Article 24.**

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| <b>INSURANCE PROVISION</b> |
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**24.01** : The Board will pay all life and health insurance premiums for employees on noncompensable sick leave for one hundred and twenty (120) work days of the said leave. Thereafter, the employee may continue the coverage by arranging with the Anchor Bay School District to provide the insurance under the group plan, but the employee will be obligated to pay premiums by the fifteenth (15<sup>th</sup>) day of each preceding month. Failure to pay such premium shall result in ineligibility to continue the Board's group insurance coverage.

**24.02** : In all articles or sections governing insurance protection, the provisions of the group policy and the rules and regulations of the carrier selected by the Board shall govern. The nature and the amount of benefits and any other aspect of coverage shall be governed by the carrier.

**24.03** : The employee shall be responsible to report, in writing, to the Personnel Office within thirty (30) days following any change in family status which effects insurance coverage. If there is failure to comply with the above requirement, an employee shall be responsible for any over payment of premium made by the Board in his/her behalf.

Previous 24.05 has become 24.04. Previous 24.04 has been deleted.

**24.04** : Employees currently enrolled to receive dental, optical, long term disability and term life insurances, must work at least four (4) hours per day, twenty (20) hours per week, will remain in effect for the duration of the contract.

After January 1, 1996, to be eligible to receive dental, optical, long term disability and term life insurances, the employee must work at least six (6) hours per day, thirty (30) hours per week.



## **Article 25**

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| <b>UNIFORM ALLOWANCE</b> |
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**25.01 :**      **CAFETERIA EMPLOYEES**

**25.01.01 :**      Cafeteria employees will be supplied with aprons and such aprons will be laundered at the expense of the district.

**25.02 :**      **MECHANICS**

**25.02.01 :**      Uniforms to be supplied and laundered at the expense of the district.



## **Article 26.**

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| <b>LONGEVITY</b> |
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**26.01 \_\_\_\_\_:** Payments as a result of longevity will be paid to each employee on a per hour basis following the appropriate anniversary as follows:

|                | 01-01-2007<br>to<br>12-31-2007 | 01-01-2008<br>to<br>12-31-2008 | 01-01-2009<br>to<br>12-31-2009 |
|----------------|--------------------------------|--------------------------------|--------------------------------|
| After 5 Years  | \$ 0.40                        | \$ 0.40                        | \$ 0.40                        |
| After 10 Years | \$ 0.45                        | \$ 0.45                        | \$ 0.45                        |
| After 15 Years | \$ 0.50                        | \$ 0.50                        | \$ 0.50                        |

In light of the District's anticipated financial challenges resulting from State aid cuts for the 2011-2012 and 2012-2013 school years, the parties agree that the District will not be required to pay longevity in 2011-2012. One half (1/2) of longevity will be paid during 2012-2013.

Effective July 1, 2013, Longevity is frozen for the duration of the contract. Instead, a one-time stipend will be paid according to the following schedule for hours worked for the 2013-2014 school year only:

|                       |   |          |
|-----------------------|---|----------|
| 7 & 8 hours per day   | - | \$350.00 |
| 6 – 6.9 hours per day | - | \$306.25 |
| 5 – 5.9 hours per day | - | \$262.50 |
| 4 – 4.9 hours per day | - | \$218.75 |
| 3 – 3.9 hours per day | - | \$175.00 |
| 2 – 2.9 hours per day | - | \$131.25 |



## **Article 27.**

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| <b>TERMINAL LEAVE</b> |
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**27.01 :** There shall be no payment made for Sick Leave Days accumulated following June 30, 1976. Any Sick Leave Days accumulated prior to June 30, 1976, shall be controlled as follows:

**27.01.01 :** Upon retiring under the provisions of the Michigan Public School Employment Retirement System or under the provisions of the Social Security Retirement Plan, the employee will receive payment for one-half (1/2) of his/her unused accumulated Sick Leave Days earned as expressed in Article 18, Section 18.03 at the employee's current daily wage rate.

**27.01.02 :** Upon death, the employee's beneficiary established in the insurance policy shall receive one-half (1/2) of the employee's unused Sick Days as expressed in Article 18, Section 18.03 at the employee's current wage rate.



## **Article 28.**

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| <b>RETROACTIVITY</b> |
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**28.01 :** The wages, only in this contract shall be retroactive to January 1, 2011. All other provisions will be made available after the Board executes this agreement.



## **Article 29.**

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| <b>WAIVER</b> |
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**29.01** \_\_\_\_\_: The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary consent of the parties in an amendment 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.

**29.02** \_\_\_\_\_: 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. The parties shall meet and endeavor to negotiate a satisfactory substitute in conformance with the law. All remaining portions of the agreement shall remain in full force and effect for the duration of the agreement.



## **Article 30.**

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| <b>RATIFICATION</b> |
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**30.01 :** The Union agrees to submit this Agreement to the employees of the Bargaining Unit covered by this Agreement. It is further agreed that the negotiating team of Local 1688 will recommend to its members that it be ratified.

**30.02 :** The negotiating team for the Anchor Bay Board of Education will recommend to the Board that this Agreement be ratified.

## **Article 31.**

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| <b>DURATION</b> |
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**31.01 \_\_\_\_\_:** 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 be given notice of amendment, as heretofore provided, or if each party giving a 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.

**31.02 \_\_\_\_\_:** 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, 5201 County Line Road, Suite 100, Casco, Michigan, 48064 or to any such address that the Union and the Employer may make available to each other.

**31.03 \_\_\_\_\_:** This Agreement and its provisions, unless otherwise specified shall commence on March 25, 2013 and shall continue in full force and effect until December 31, 2019, subject to Article 30, Sections 30.01 and 30.02. However, this Agreement shall not become effective unless and until it is:

Ratified by a majority of the members of Local #1688 at a meeting called for this purpose; approved by the Board of Education of the Anchor Bay School District by resolution duly adopted.

The parties agree that the modifications to the present agreement are in the best interests of both parties in light of the devastating reductions in state funding under the State Aid Act recently enacted.

**ANCHOR BAY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**ANCHOR BAY CHAPTER LOCAL 1688  
MICHIGAN COUNCIL #25**

\_\_\_\_\_  
**Steve Mittelstadt  
President**

\_\_\_\_\_  
**AFSCME  
Council Representative**

\_\_\_\_\_  
**Leonard Woodside  
Superintendent**

\_\_\_\_\_  
**Mark Servick  
Local President**



## APPENDIX A

| ANCHOR BAY SCHOOL DISTRICT<br>AFSCME WAGE SCHEDULE |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|--|--|--|--|--|--|--|

|                      | (1.5 OFF)<br>0%      | 1.50%                | 1.00%                | 1.25%                | (.5% OFF)<br>0.00%   | FROZEN               |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 1/1/06 -<br>12/31/06 | 1/1/07 -<br>12/31/07 | 1/1/08 -<br>12/31/08 | 1/1/09 -<br>12/31/09 | 1/1/10 -<br>12/31/10 | 1/1/11 -<br>12/31/11 | 1/1/12 -<br>12/31/19 |

### Transportation

Mechanic

Mechanic Helper

Bus Driver

Bus Attendant

### Custodial

Custodian

Custodian Plus

### Maintenance

Multi-Trade

Multi-Trade Helper

### Utility

### Cafeteria

Head Cook

Cook

Cook's Helper

Lunch Aide

Effective January 1, 2002, all new hires will be placed on 80% of the base rate with 4% increments at six (6) month intervals to reach 100% of appropriate wage within 30 months.

Effective January 1, 2007, all new hires will be placed on the following scale:

New hires will begin at 80% of the base wage per Appendix A. Employees' wages will be adjusted by 5% increments per year of service throughout the life of this contract based on the date such employee's probationary period ends.

New hires as of January 1, 2007 for Driver and Mechanic classifications will not be affected by this language.

Effective March 25, 2013, if the district reaches a fund equity of greater than 4%, the District and Union shall meet to discuss wages.

## APPENDIX A



## **APPENDIX A-1**

- 1.) Probationary Rate - \$ .20 less than job rate.**
- 2.) Night Shift Differential    P.M.                -        \$ .25 per hour.  
  Midnights       -        \$ .25 per hour.**
- 3.) The Cafeteria Van Driver will receive a \$ .15 premium per hour worked.**
- 4.) Food Service Employees holding the title of Head Cook and/or Elementary Cook will receive a \$ .35 premium per hour worked. Premium is not paid to employees who hold position for day to day coverage. (Serve Safe Certification class and test required for all head cooks)**
- 5.) \$ .65 per hour worked will be paid for the supplemental assignment of Chief Mechanic.**
- 6.) Bus Drivers will receive \$ .30 per hour provided they maintain all applicable school bus driver certification requirements.**
- 7.) Beginning April 12, 1993, the Utility Rate of pay will be equal to the rate of custodian.**
- 8.) \$ .65 per hour worked will be paid for the supplemental assignment of Head Custodian.**
- 9.) The position of Head Custodian will be in effect for the life of the labor agreement commencing January 1, 1996 between the Anchor Bay School District and AFSCME, Local 1688.**
- 10) The Elementary Cook position will have a seniority date in the Cook classification for bidding purposes.**



## **Letters of Understanding**

- 1.) To entitle an employee to receive holiday pay, he/she must have worked the last scheduled work day prior to the holiday and the first scheduled work day following the holiday. Those employees on approved compensable bereavement leaves or approved compensable sick leaves shall have those days counted as worked. This Letter of Understanding is effective from the date of ratification of the contract by both parties until December 31, 2009.**
- 2.) Both parties agree that if an employee will be out of work for a period not to exceed one-hundred and eighty (180) days, and has been absent for more than twenty-eight (28) days and the affected employee has a doctor's statement indicating disability, a laid-off employee in the affected classification will be recalled after the twenty-eighth (28<sup>th</sup>) day to the said position at what would be their regular rate of pay and would also receive any fringe benefits associated with the position and the number of hours worked. However, if an employee submits a doctor's statement indicating the time off will be more than twenty-eight (28) days, the Board will post the position after receipt of the doctor's statement. Recall will be done in accordance with Section 6.05.01 of the collective bargaining agreement. When the affected absent employee returns to work, the recalled employee will return to layoff status. This Letter of Understanding is effective from the date of ratification of the contract by both parties until December 31, 2009.**
- 3.) The Board of Education agrees that it shall not litigate the unemployment compensation benefits of an affected employee if said employee chooses to take a layoff rather than bump into another position as reflected in Section 6.02.01. However, if the affected employee is recalled to his/her classification, or if the affected employee is hired for another job classification, this Letter of Understanding is null and void. This Letter of Understanding is effective from the date of ratification of the contract by both parties until December 31, 2009.**
- 4.) The Anchor Bay School District commits that during the period of this contract the number of full-time employees on the seniority list of Local 1688 on the date of ratification will not be reduced due to outsourcing. (For purposes of this Letter of Understanding, full-time will be defined as those employees entitled to receive health benefits.)**



**LETTER OF UNDERSTANDING  
BETWEEN  
AFSCME LOCAL 1688  
AND  
ANCHOR BAY SCHOOL BOARD**

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The parties mutually agree to the following:

- 1.) The normal work week shall be Monday through Friday as per current contract. The Tuesday through Saturday work week schedule shall only affect custodial staff.
- 2.) The Tuesday through Saturday work week shall be shifts of eight (8) continuous hours.
- 3.) The Tuesday through Saturday work week shall not affect the current staffing levels in the buildings unless current staff apply for a Tuesday through Saturday position.
- 4.) The employees, who work the Tuesday through Saturday schedule, will receive the \$ .25 per hour per current contract. Employees will receive \$ .25 shift premium, regardless of what schedule is worked on Saturday.
- 5.) Although the Union is in agreement of the hiring of custodians for the Tuesday through Saturday schedule, a limit of one (1) per school building will be utilized.
- 6.) The Pool Technician shall receive \$2.00 per hour above the custodial rate.
- 7.) Head Maintenance positions shall receive \$ .50 per hour above the current rate.
- 8.) Whenever a Monday - Friday custodian is brought in to work on a Saturday for any reason, he/she will be paid at the overtime rate for that Saturday, and it will not affect the following week's work schedule.

This Letter of Understanding shall be in effect January 1, 2000 through December 31, 2009.