

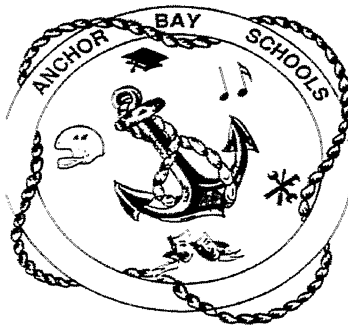
**Bargaining Agreement**

**SCHOOL AGED CHILD CARE EMPLOYEES**  
**CHAPTER 02 OF LOCAL 1688,**  
**MICHIGAN COUNCIL 25**

**&**

**ANCHOR BAY BOARD OF EDUCATION**

**JULY 1, 2018 – JUNE 30, 2021**



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## **PREAMBLE**

This Agreement, entered October 2, 2018 through June 30, 2021, is between the Board of Education of the Anchor Bay School District, Counties of Macomb and St. Clair, State of Michigan (the Board) and the Anchor Bay Chapter 02, School Aged Child Care Employees of Local 1688, Michigan Council 25, of the American Federation of State, County and Municipal Employees (the Union).

## **PURPOSE**

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

## **ARTICLE 1 RECOGNITION**

- 1.01: Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act (“PERA”), as amended, the Board recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining as to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all Board employees included in the bargaining unit described below. This recognition clause shall be construed to apply to employees and not to work.
- 1.02: All full-time and regular part-time School Aged Child Care employees, excluding all department heads, supervisors, substitutes, and all other employees.

## **ARTICLE 2 RIGHTS AND RESPONSIBILITY OF THE BOARD**

- 2.01: The Board on its own behalf and of the electors of the District, retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitutions of Michigan and the United States, including but without limiting the generality of the foregoing the right to:
- 2.01.01 The Executive Management and Administrative Control of the District and its properties and facilities and the activities of its employees.
- 2.01.02: Hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotion, and to promote and transfer all such employees.
- 2.01.03: Decide upon the means and methods of performing the work covered by this Agreement.
- 2.01.04: Establish grades and course of instruction, including special programs, and

to provide for athletic, recreational and social events for the students, all as deemed necessary or advisable by the Board.

2.01.05: Determine work schedules and the hours of the work and the related duties and responsibilities and assignments of employees, and the terms and conditions of employment.

2.02: 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 related judgment and discretion, shall be limited only by the specific terms of this Agreement to the extent those terms conform with the laws and Constitutions of Michigan and the United States.

2.03: The rights and responsibilities of the Board delineated above are, of course, subject to the Public Employment Relations Act, as amended.

### **ARTICLE 3 REPRESENTATION**

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

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

3.03: Stewards shall be permitted time during the work day to investigate grievances; however, such investigation shall not interfere with an employee's duties which are absolutely necessary at the time to the operation of the District. The Union shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for Association release time.

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

### **ARTICLE 4 SENIORITY**

4.01: There shall be a seniority list for School Aged Child Care (SACC) employees. The seniority of all employees shall commence with the first day of employment in a permanent assignment in the District as a SACC employee.

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

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

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

4.03: Seniority shall be broken and employment with the District ended for the following reasons:

4.03.01: If an employee quits.

4.03.02: If the employee is discharged and the discharge is not reversed through the Agreement's grievance process.

4.03.03: If the employee is absent for three (3) consecutive work days without proper notification to the Employer and fails to explain the absence which is satisfactory to the school administration.

4.03.04: If the employee fails to return to work when recalled from layoff as set in the recall procedure.

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

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

years.

4.03.07: If the employee desires to return back to the bargaining unit twelve (12) months or more following a promotion outside the bargaining unit.

4.03.08: Non-compliance with Article 11 (Physical Examinations).

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

## **ARTICLE 5 FORCE REDUCTION**

5.01: The Union recognizes that the Board's decision as to whether there shall be a layoff will be based on the Board's business judgment.

5.01.01: In the event of layoff, Central Office representatives will meet and inform Union representatives of the reduction(s) to be made.

5.01.02: Seasonal and temporary employees as provided for in this Agreement, shall be laid off first, then probationary employees shall be laid off.

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

5.02: The Employer shall notify in writing the employee(s) to be laid off at least ten (10) calendar days before such layoff.

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

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

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

**ARTICLE 6**  
**TRANSFERS, VACANCIES, NEWLY-CREATED POSITIONS**  
**AND BIDDING PROCEDURES**

- 6.01: A vacancy shall be defined as an existing job classification becoming vacant as a result of transfer, resignation, termination, newly-created position or expansion of the existing work force.
- 6.01.01: All vacancies and newly-created positions shall be posted. The Union shall be given a copy of all job postings.
- 6.01.02: The notice posted shall set forth the job title, qualifications for the job, shift, and location of the opening.
- 6.01.03: Posting of job vacancies or newly-created positions shall be for a period of five (5) working days, during which time the employee desiring to bid for the job shall forward to the Central Office a letter expressing interest within this time limit. The employee's failure to apply during this time does not permit the employee to file a grievance for not being selected.
- 6.02: For a vacancy in a classification, the most senior full-time employee in the affected job classification wishing to make a lateral transfer within a job classification shall be granted the transfer.
- 6.02.01: The filling of a vacancy or newly-created position remaining open following the conclusion of the bid procedure outlined above shall be filled at the discretion of the Central Office within a reasonable time.
- 6.03: Employees selected for vacancies or newly-created positions shall be given a trial period not to exceed sixty (60) work days following assignments to demonstrate their ability to meet the standards of performance in the new job. The purpose of a trial period is to determine whether an employee who possesses the basic qualifications can satisfactorily do the job. The trial period shall not be a training period. During this time, the employee shall be permitted to transfer back to the former job or location at his/her request or shall be transferred back at the Central Office's request on failure to meet the required standards of performance. The decision about the employee's performance shall be based on the Central Office's opinion, subject to the grievance procedure.
- 6.03.01: During the bidding procedure, the job opening may be filled temporarily as determined by the Central Office.
- 6.04.: Whenever a lateral vacancy is filled, the employee should be expected to remain on the job for a period of not less than one (1) year from the closing date of the bid before being permitted to exercise his/her rights to bid on another lateral vacancy.
- 6.05.: During the summer months, the Central Office will make available a telephone message

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

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

6.06.01: The Union shall be notified seven (7) days before any change in the employee's position: when there is a change with AFSCME Local 1688 bargaining unit employees; whether it is a transfer, promotion, resignation, or a termination. The District SAC Development Group will contact AFSCME Local 1688.11 leadership or designee seven (7) days in advance before the actual occurrence or change.

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

## **ARTICLE 7 PROMOTIONS OUTSIDE THE BARGAINING UNIT**

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

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



7.03: If the employee is returned to the bargaining unit during the trial period, he/she shall return to the former position with no loss of previously accrued seniority, including time spent in the trial period.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

8.01: 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 Agreement.

8.02: The time limits specified 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. If 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. If the District fails to supply the 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.

8.03: All specified time limits consist only of assigned work days.

8.04: 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 occurrence, 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 before 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.

8.05: STEP 1

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

8.06: STEP 2

8.06.01: If the matter is not resolved informally, a written grievance may be filed with the Central Office Administrator, designated by the Superintendent, within ten (10) work days following the informal meeting.

8.06.01.01: 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.

8.06.01.02: 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.

8.07: STEP 3

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

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

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

8.07.01.04: The grievant, the chapter chair, and a steward shall be granted release time to attend Step 3 and Step 4 grievance hearings. The Union Shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for Union Release time.

8.08.01: STEP 4

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

8.08.01.01: 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 this 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 the time limit by serving notice to the Arbitration Department. The notice shall be delivered to the Michigan AFSCME Council 25 Arbitration Department by certified mail. 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 agree

within ten (10) work days of the arbitration request, 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 the demand to the opposite party.

8.09: The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement. If the grievance sought to be arbitrated is not specifically covered by this Agreement, then the arbitrator shall have no authority over the grievance. The 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 the arbitrator does not exceed his/her authority, the arbitrator's decision shall be final and binding on the Union, all bargaining unit employees, and the Employer.

8.09.01 The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.

8.09.02 If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

8.09.03 The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date and shall deduct for such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time period.

8.09.04 The Arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

8.09.05 Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

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

8.11: A grievance may be entertained in or advanced to Step 2 of the grievance procedure if

the parties jointly agree.

- 8.12: In grievances involving discharge, the Union 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 Union President. If a written grievance is filed, the Superintendent or designee shall have five (5) working days in which to arrange a meeting. Normal time limits shall apply thereafter.
- 8.13: 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 9 DISCIPLINE AND DISCHARGE**

- 9.01: Any discipline, including discharge, shall be for reasons that are not arbitrary and capricious.
- 9.02: If an employee is called in for an investigation that will potentially lead to a disciplinary action, that employee shall be notified of his/her right to Union representation.

#### **ARTICLE 10 NO STRIKE**

- 10.01: For the duration of this Agreement, the Union will not engage in, authorize, or encourage any concerned interruption of education or subsidiary-related activities due to a cessation, withdrawal, or withholding of services either in whole or in part by bargaining unit employees for any reason and no officer or representative of the Union or bargaining unit employee shall be empowered to provoke, instigate, cause, participate in, assist, encourage, or prolong any such prohibited activity, nor shall the School Central Office authorize or encourage the same nor lock out employees. Employees of the District violating any of the above conditions shall subject themselves to disciplinary action, including discharge.
- 10.02: The Union shall have no liability under this Article if it posts notice immediately at any or all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Union. The Union further advises any and all employees involved, including notification to the communications or press media as requested by the Employer that such employees are in violation of the Agreement and that all employees involved shall return forthwith to their regular duties.

#### **ARTICLE 11 PHYSICAL EXAMINATIONS**

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

11.02: HEALTH EXAMINATION PROCEDURES

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

11.02.02: 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. However, all employees must comply with 12.02.02 of this Section. Payment by the District, if any, shall be limited to the cost of the x-ray only. Employees on scheduled work will be temporarily released from their job without loss of pay.

11.02.03: If there is medical evidence or reason to suspect that an employee is not able to perform the essential functions of his/her job, the Central Office may require that the employee be examined by a physician or psychologist appointed by the Central Office, at the Central Office's expense. The opinion of the Central Office's physician or psychologist shall be final. However, at the employee's request, another examination shall be scheduled in which the cost shall be equally shared by the Central Office and the Union. Such examination shall be by a specialist in the area of controversy for final determination in the matter.

11.02.04: 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 the employee's condition warrants return to work. If an employee is absent for work as a result of illness for a longer period of time and in the opinion of the Central Office there is uncertainty as to his/her ability to perform his/her the essential functions of his/her job or uncertainty to his/her condition, the Central Office may require that the employee be examined, at the Central Office's expense, by a physician appointed by the Central Office who shall certify that the employee is capable of performing the essential functions of his/her job and is ready to return to work. The opinion of the Central Office's doctor shall be final, subject to the following: At the employee's request, another examination shall be scheduled in which the cost shall be borne by the Central Office,

by an appropriate specialist in the area of controversy for final determination in the matter which shall be binding on the parties.

11.03: MANDATED HEALTH SERVICES

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

**ARTICLE 12  
HOURS AND OVERTIME**

12.01: The parties mutually subscribe to the principle of a fair day's work for a fair day's pay.

12.02: The normal work day for School Aged Child Care employees shall be as long as children are in the SACC program. This section shall not be construed as and is not a guarantee of any number of hours of work per day or per week. Article 12 shall not conflict with Article 6 (Force Reduction).

12.03: Overtime will be paid at the rate of 1½ times the regular hourly rate for all work in excess of eight (8) hours in any given day or in excess of forty (40) hours in any given work week. Overtime shall not be pyramided. Full-time employees scheduled to work four (4) hours or more overtime shall have a second lunch period prorated consistent to the amount of overtime worked, said lunch period will not be less than twenty (20) minutes.

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

12.05: The gymnasium shall be made available for all designated half days for the School Aged Child Care Program. In addition, when half days at two (2) schools are scheduled, which share the same SACC staff, these half days will be coordinated.

12.05.01: If weather or other conditions warrant a delay in the start of a school day, SACC employees are expected to report to their assigned centers at their regular starting time. Employees will be paid for the amount of time worked. SACC services will be offered during winter break, spring break and all professional development days, which do not require SACC employee's attendance for training.

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

**ARTICLE 13  
MISCELLANEOUS**

- 13.01: A Bulletin Board will be available in each building for posting notices and other materials. The Union assumes the responsibility for all material posted thereon. The Union shall have access to the existing inter-school mailing system for distribution of notices. Copies of any notices posted or mailed to the employees shall be forwarded to the Central Office.
- 13.02: The Union will be permitted the use of school facilities for regular and special business meetings of the Union, provided that such use is requested through normal channels and approved in advance without disrupting other commitments for use of the premises and without incurring additional cost to the District.
- 13.03: If an employee is not able to report for his/her assigned duties, the employee will be responsible to report the absence at least one (1) hour before the beginning of the first (1st) hour assignment as listed on the daily work schedule. The employee is expected to identify himself/herself, identify the location of employment, and give the reason for absence. Employees are not to leave the building during their regular work assignment without permission or approval by the Building Principal or designee.
- 13.04: Any meeting scheduled by the District at which attendance is required shall be paid on a straight time basis.
- 13.05: Receipts shall be provided to all SACC employees for the actual amount of money turned into the Employer.
- 13.06: Head Caregivers will have one (1) hour per week for bookkeeping. Additional time may be granted upon approval of the Early Childhood Supervisor. The SACC Head Caregiver shall be given thirty (30) minutes per week during working hours, to drop off paperwork and to pick up food and supplies at the Early Childhood Building.
- 13.07: Assistance will be provided whenever the number of children under the responsibility of a SACC employee exceeds twenty (20) at any one (1) time on a regular basis. The determination to provide assistance will be made by the Early Childhood Supervisor.
- 13.08: If the Board is awarded a state grant or some other agency grant to provide a special purpose academic program which includes stipulated job requirements and such grant results in the temporary employment of personnel beyond a year, the Union shall confer with the Central Office about wages and other conditions.
- 13.09: In the event of a late pick-up by a parent that results in a fine, either the SACC Leader or a designee shall receive, in addition to the base hourly rate, the late pick-up charge. A check for the late pick-up charges will be paid to the employee as part of the next pay

period earnings, for each fifteen (15) minute period or fraction thereof for work beyond the normal workday. For work beyond the normal workday, exclusive of late pick-ups, the SACC Leader or designee shall be paid the current regular base hourly rate.

13.10: All temporary summer positions will be posted and filled pursuant to Article 6.

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

13.12: One-time stipend at the end of each fiscal year:

Four (4) or less hours per day - \$ 50.00

Four (4) or more hours per day - \$100.00

#### **ARTICLE 14 NONCOMPENSABLE LEAVE OF ABSENCE**

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

14.01.01: Leave for other purposes may be granted, but shall be subject to the consent and approval of the Central Office. Employees being granted such leave shall be required to report for duty upon termination thereof, or subject in Article 4, Section 4.03.

14.01.02: All requests for leave and the approval shall be in writing, and shall provide for the date such leave begins and ends. The employee shall give written notice of request for leave ten (10) days before the actual date such



leave begins. However, in the case of an emergency prior notice requirement may be waived.

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

14.02: UNIFORMED SERVICES: Full-time employees who leave the District and who are inducted in any branch of the uniformed services of the United States, and who upon termination of such service:

14.02.01: Receive an honorable discharge from the Uniformed Forces;

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

14.02.03: Makes application to the District for re-employment within ninety (90) days after he/she is released from uniformed 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.

14.03: MATERNITY LEAVE: Employees who desire to remain employed while on maternity Leave shall have job protection so long as they continue to perform their job.

14.03.01: Unpaid leaves of absence for reason of the birth of a child shall commence no sooner than four (4) weeks before the expected birth date unless the Central Office is provided medical proof of the necessity to discontinue employment sooner. However, the employee may, if she so desires, work as long as she is able to perform the essential functions of her job. 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 the employee is not able to perform the essential functions of her job. The Central Office reserves the right to confirm any medical proofs required herein by physical examinations performed by a physician appointed by the Central Office whose opinion shall be final.

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

14.04: ADOPTION LEAVE: Employees adopting children may avail themselves of a leave for purposes of caring for and acclimating themselves with their newly-adopted child. There shall be no extension, however, of any Adoption Leave.

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

14.05.01: One (1) employee elected or appointed to an office with the Union representing this bargaining unit, may, following a written request at least one (1) month before the actual date desired, receive temporary leave of absence without pay for a period not to exceed one (1) year. The Union shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for Union release time.

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

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

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

## **ARTICLE 15 COMPENSABLE LEAVE**

15.01: Each employee covered by this Agreement shall earn sick leave allowance as follows: three-fifth's (3/5th's) day per month for a maximum of six (6) days per year. An

employee shall not earn a sick leave day during any month in which the employee works less than the majority of scheduled work days in the month.

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

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

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

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

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

15.06.01: An eligible employee, (working 20 hours or more per week with more than five (5) years of seniority in the District), shall receive one (1) additional Unexplained Personal Business Day not charged against their sick leave accumulation, subject to the provisions in 16.01

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

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

15.07: Thanksgiving and Christmas Day shall be paid holidays for each bargaining unit employee.

## **ARTICLE 16 HOSPITALIZATION INSURANCE**

16.01: No Health Insurance will be provided to SACC employees

## **ARTICLE 17 WAIVER**

17.01: The parties agree that they each has an unrestricted right to bargain with the other of all

of the terms and conditions of employment contained in this Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties. 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.

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

## **ARTICLE 18 DURATION**

- 18.01: If 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 before the termination date. If neither party gives notice of amendment, as heretofore provided, or if each party giving notice withdraws the same before 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 before the current year's termination date.
- 18.02: 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, 1034 North Washington, Lansing MI 48906, and if the Employer, addressed to the Anchor Bay Board of Education, 5201 County Line Road, Casco Michigan 48064, or to any such address that the Union or the Employer may make available to each other.
- 18.03: This Agreement and all its provisions, unless otherwise specified shall commence on July 1, 201\_8\_ and shall continue in full force and effect until June 30, 2012~~1~~, subject to Article 19. However, this Agreement shall not become effective unless and until it is: Ratified by a majority of the members of Local 1688, Chapter 02, present at a meeting called for this purpose.

**APPENDIX A**  
**Salary Schedule**

Leader	\$12.95	\$13.34
Caregiver	\$11.70	\$12.07
Assistant	\$ 9.79	\$10.18

Wage openers 2019 and 2020. On or before May 1, 2019 and each subsequent year of the contract, the parties agree to set dates to begin negotiations on wage for employee's covered under this Collective Bargaining Agreement.

Employees who meet the requirements of the State of Michigan Child Day Care Licensing Rules for holding the program license and if asked by the program administrator to hold the license for a specific program would be paid the following:

- Minimum requirements to hold a license for a school age child care program as defined by licensing rule R 400.8113: .25 per hour stipend for 6 qualifying college credit hours and 2880 hours of on the job experience or any other qualifications that meet licensing less than an Associate's degree.
- .75 per hour stipend for an Associate's degree.
- 1.00 per hour stipend for a Bachelor's degree

The parties agree that if the state of Michigan changes the requirements as listed above the parties agree to meet to discuss and individuals no longer qualified would lose the hourly stipend immediately.

## **APPENDIX B**

### **B-1.00: PROFESSIONAL GROWTH STIPEND:**

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

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

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

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

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

### **B-2.00: SCHOOL AGED CHILD CARE LEADER REQUIREMENT**

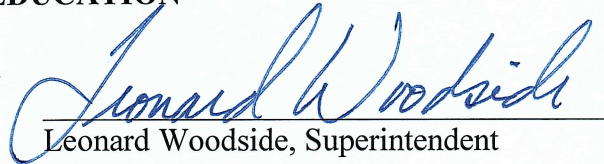
**B-2.01:** An employee must successfully complete a minimum of sixty (60) semester credit hours with a minimum of twelve (12) semester credit hours in Child Growth and Development, physical education or recreation as required by the Department of Social Services from an accredited school to be considered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

Approved by the Board of Education of the Anchor Bay School District

18.04: An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 et seq. may reject, modify, or terminate this Agreement as provided in that Act.

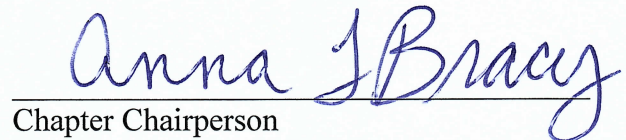
**ANCHOR BAY SCHOOL DISTRICT  
BOARD OF EDUCATION**

  
School Board President

  
Leonard Woodside, Superintendent

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

  
AFSCME Council Representative

  
Chapter Chairperson