

BARGAINING AGREEMENT

Anchor Bay Board of Education

And

Anchor Bay Paraprofessional Association of MEA-NEA

July 2007 – June 2019

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PREAMBLE

This Agreement, entered on the 1st day of July, 2007, to June 30, 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 Paraprofessional Association MEA/NEA, (hereinafter referred to as the Association).

PURPOSE

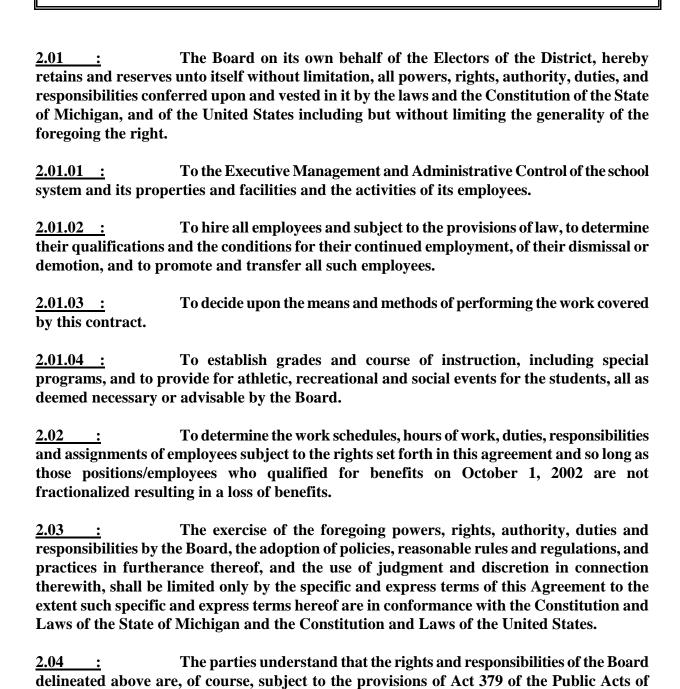
The purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful Labor Relations for the mutual interest of the Employer, the employees, and the Association.

RECOGNITION

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

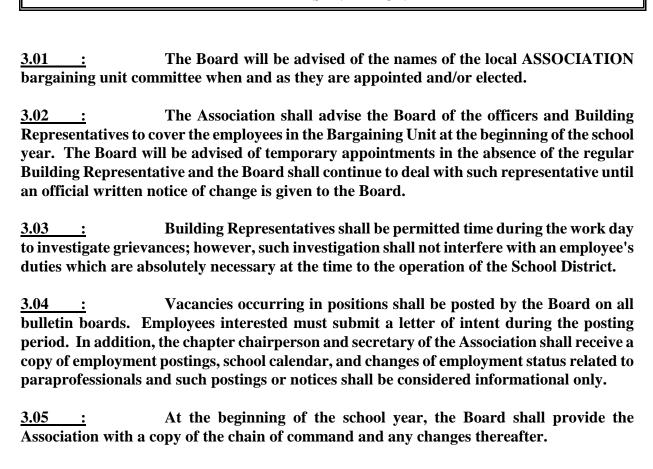
<u>1.02</u>: All preparaprofessionals and paraprofessionals excluding all secretarial positions, inclusive of central office receptionist, administrative positions, security personnel and all other employees.

RIGHTS AND RESPONSIBILITY OF THE BOARD

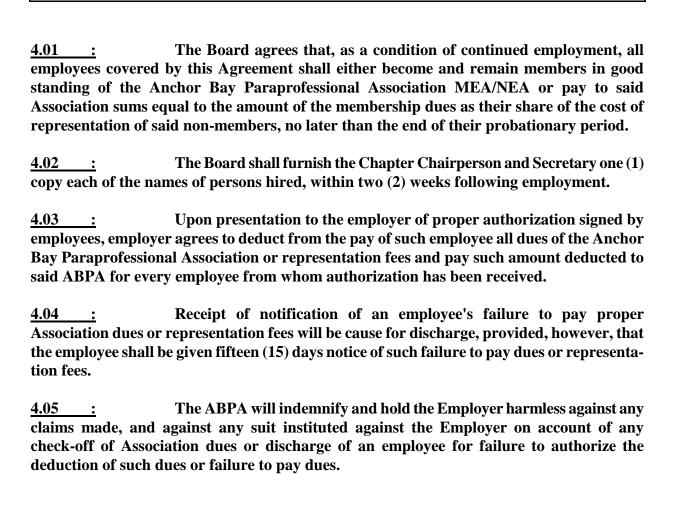


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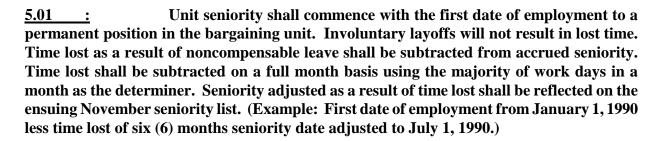
REPRESENTATION



ASSOCIATION SECURITY



SENIORITY



- 5.01.01 : A seniority list of employees will be furnished to the Association by November 1st, setting forth the order of seniority by name and by accrued seniority in the bargaining unit. The seniority of more than one employee hired on the same date and having achieved the same accrued seniority shall be determined alphabetically by last name, first name and middle initial respectively. The Association will be provided a list of terminated employees and newly hired employees who have completed their probationary period.
- <u>5.01.02</u>: Part-time employees shall receive sick leave and holiday pay on a prorated basis determined by a fraction the numerator of which shall be the hours worked by the employees and seven (7) hours as the fractional denominator. Part-time employees shall not be eligible for vacation benefits.
- <u>5.01.03</u>: Each employee and the Association shall have accepted the seniority list in total if no objections have been received within five (5) working days following the distribution of the seniority list.
- <u>5.01.04</u>: Seniority acquired by an employee from another bargaining unit may be used in the unit for fringe benefits only and only to the extent that fringe benefits are available as prescribed herein.
- 5.02 : New employees hired by the School District from the outside shall be probationary for the first sixty (60) 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 Association 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.

 $\underline{5.03}$: Seniority shall be broken and employment in the district ended for the following reasons:

<u>5.03.01</u> : If an employee quits.

 $\underline{5.03.02}$: If the employee is discharged and the discharge is not reversed through the grievance process of the Agreement.

<u>5.03.03</u>: If the employee is absent for five (5) consecutive work days without proper notification to the employer and fails to give a satisfactory explanation for the absence.

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

<u>5.03.05</u>: If the employee overstays a leave granted for any reason as hereinafter provided.

<u>5.03.06</u>: 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.

 $\underline{5.03.07}$: If the employee desires to return back to the Bargaining Unit twelve (12) months or more following a promotion outside the Bargaining Unit.

<u>5.03.08</u>: If an employee is on non-compensable leave of absence for a period greater than two (2) years in duration.

FORCE REDUCTION

Reduction in force (layoff) may occur because of a decrease in operating revenue, declining enrollment, or a decrease in work. The Association, however, recognizes that the decision of the Board of Education as to whether there shall be layoffs is final. Layoff shall take place by classification within the paraprofessional unit according to need as determined by the employer. The least senior employee(s) in the affected classification(s) shall be reduced. Classifications will be defined below as PARAPROFESSIONALS AND PRE PARAPROFESSIONALS.

PARAPROFESSIONAL UNIT

1. PARAPROFESSIONALS

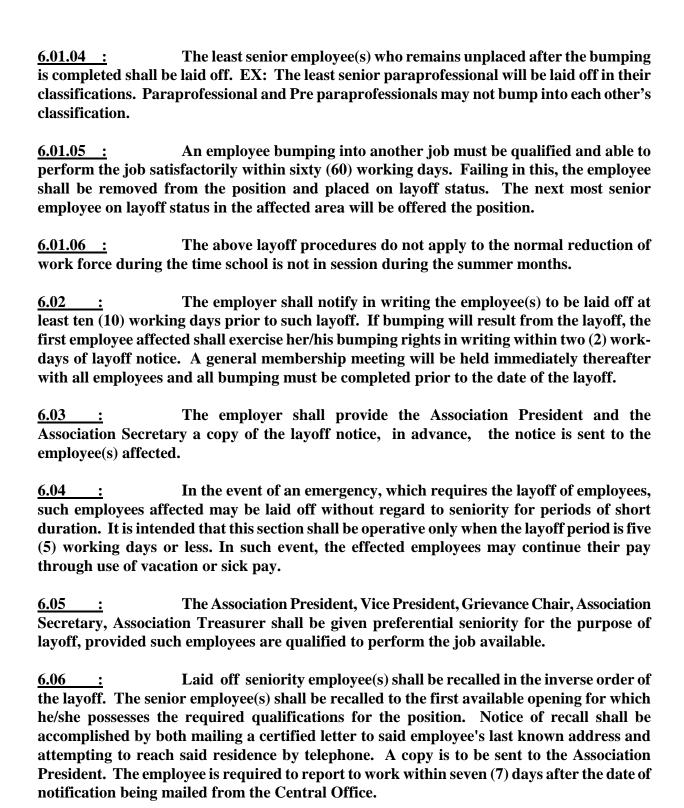
- a) Office Data Paraprofessionals
- b) Library Technology Paraprofessional
- c) Medical Assistant Paraprofessionals
- d) Office Paraprofessionals (all paraprofessionals working in offices)
- e) Instructional, Special Education, Elementary, Secondary, Title I, and Grant based Paraprofessionals

2. PRE PARAPROFESSIONALS

Once a member acquires Paraprofessional status they will always maintain that status for bidding purposes only.

<u>6.01.01</u>: In the event of layoff, Central Office representatives will meet and inform representatives of the Association of the reductions to be made, as set forth in 7.02.01.

6.01.03 : For each layoff period, reduced employees shall have the right to accept the layoff or exercise their seniority right to bump. In exercising a bump, reduced employees shall displace the least senior employee in their classification, subject to the provisions of 6.01.05. Subject to the provisions of 6.01.05, no employee may exercise bumping rights into a classification for which he/she does not have the qualifications to perform the duties of the position. No employee may exercise bumping rights into another position resulting in a promotion. The term promotion is defined here as any increase in hours or wage. Employees cannot bump into a position with an increase in hours. If no positions exist with equal hours the employee will bump the least senior member in the position with the closest amount of hours.

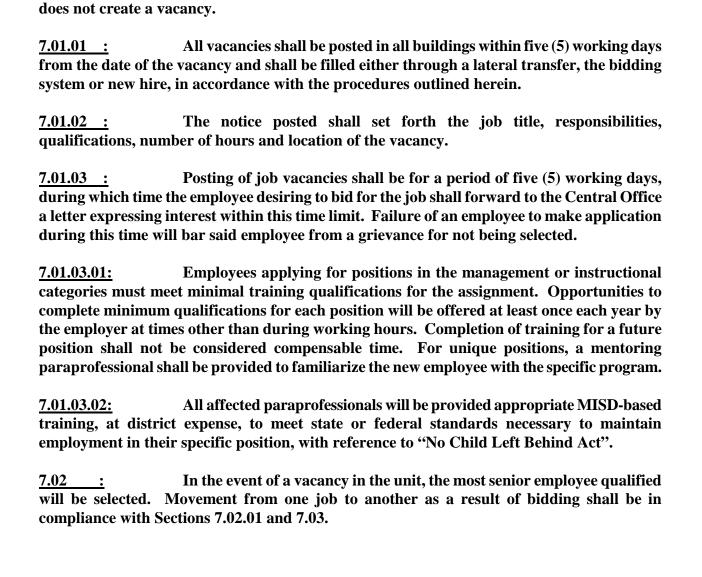


TRANSFERS, VACANCIES, NEWLY CREATED POSITIONS AND BIDDING PROCEDURES

vacant as a result of transfer, resignation, termination, newly created position or expansion of the existing work force. The addition of one-half (1/2) hour or less to a daily work schedule

7.01 :

A vacancy shall be defined as an existing job classification becoming



<u>7.02.01</u>: Movement from one job to another will be based on seniority, qualifications, performance and ability. The minimum qualifications for the job categories below shall include but not be limited to the following:

1. PARAPROFESSIONALS

- a) Office Data Paraprofessionals: Demonstrated ability to operate wordprocessor, SASI, MCIR, and office copy machines.
- b) Library Technology Paraprofessionals: Demonstrated ability to operate DOS, use computers to manage instructional software, operate audiovisual equipment, knowledge of library catalogue systems, and trouble shoot computers.
- c) Medical Assistant Paraprofessionals: Knowledge of basic non-medical procedures specific to student IEPs, first aid, and proper aseptic techniques. (Minimum 20 hours training required.)
- d) Office paraprofessionals: Ability to operate instructional software, minimum of 20 hours of training in discipline and instructional techniques. Title I highly qualified according to "No child Left Behind".

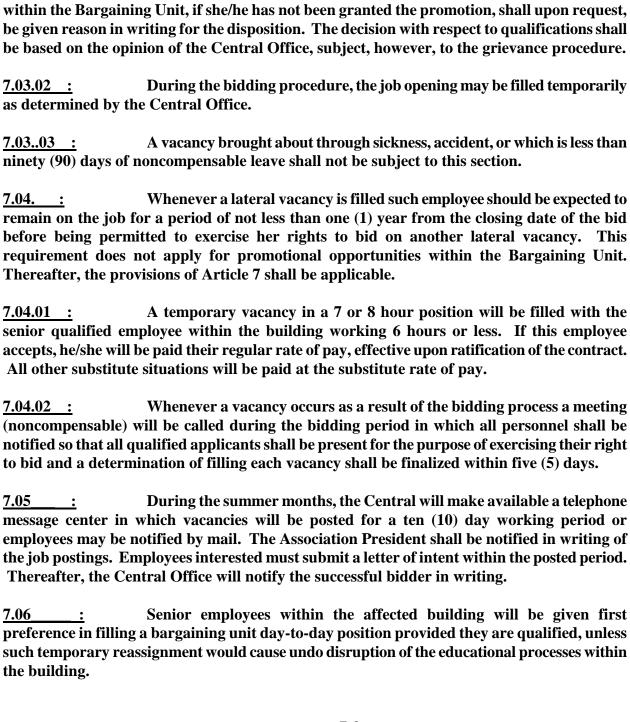
2. PRE PARAPROFESSIONALS

Because new technologies may change minimum requirements, the provisions above are subject to change by the district. Training will be provided according to Section 7.01.03.01.

<u>7.02.02</u>: The filling of a vacancy remaining open following the conclusion of the bid procedure outlined above shall be filled by a qualified applicant at the discretion of the Central Office within a reasonable time thereafter.

7.02.03 : A position posted as a Temporary position may only be filled for thirty (30) working days. After thirty (30) working days, the position must be posted as permanent position.

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



position shall be notified. The senior employee bidding on a position in a new classification

An applicant for a vacancy or a newly created position who is denied such

7.03.01 :

PROMOTIONS OUTSIDE THE BARGAINING UNIT

8.01	•	In the event an employee in the bargaining unit is selected for promotion
	 period not	to exceed three (3) months shall be granted in which to demonstrate the
·		orily meet the standards and perform the duties of the job. During this tin
		be entitled to transfer back to her former job at either her request or the
		equest. (Selection for such position shall be t the discretion of the Centr
Office a	and shall n	ot be the subject matter of the grievance procedure or any other procedure
8.02	<u>:</u>	In the event said employee is returned to the bargaining unit during th
trial po	eriod, she	shall return to her former position with no loss of previously accrue
seniori	ty, includi	g time spent in the trial period.

GRIEVANCE PROCEDURE

GRIE VANCE PROCEDURE
9.01 : A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement shall be deemed a grievance under this contract.
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 Association 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 Association 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.
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 Association 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 Association. However, any monetary compensation shall be limited to ten (10) working days prior to the filing of the grievance. Employees shall be considered to have knowledge of information appropriately published by the Central Office. Settlement of delayed grievances, as provided, shall not be retroactive to any date prior to the date of the filing.
9.05: STEP 1
9.05.01 : The aggrieved employee or employees may take the matter up with their building principal 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, designated by the Superintendent, within ten (10) work days following the informal meeting.

<u>9.06.01</u>: 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 Association Representative.

<u>9.06.01.02</u>: Within ten (10) work days after receiving the grievance, the designated administrator shall meet and within ten (10) days of the meeting state his/her decision in writing, and shall forward a copy to the aggrieved party and to the Association.

9.07_____: STEP 3

<u>9.07.01</u>: 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 Central Administrator.

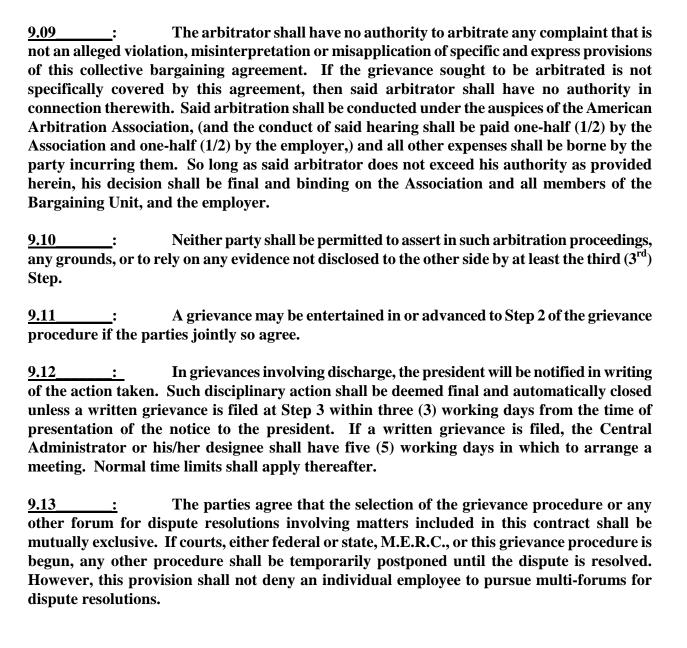
<u>9.07.01.02</u>: The appeal shall be in writing and shall be accompanied by a copy of the original grievance.

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

9.08____: STEP 4

<u>9.08.01</u>: If the Association is dissatisfied with the decision of the Superintendent or his/her designee, the Association 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, 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 MEA/NEA Local 1 Arbitration Department by certified mail notifying MEA/NEA Local 1, 38550 Garfield, Suite B, and Clinton Township, MI 48038-3427. 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.



DISCIPLINE AND DISCHARGE

10.01 : The parties agree that any discipline including discharge shall be for just cause.

NO STRIKE

11.01 : For the duration of this agreement, the Association will not engage in, authorize, or encourage any concerned interruption of education or subsidiary related activities due to a cessation, withdrawal, or withholding of services either in whole or in part by members of the Bargaining Unit for any reason and no officer or representative of the Association 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 employees. Employees of the district violating any of the above conditions shall subject themselves to disciplinary action, including discharge.

11.02 : The Association shall have no liability under this article if they will post notice immediately at any or all schools affected, advising that such action is unlawful, in violation of this agreement, and unauthorized by the Association. The Association 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.

PHYSICAL EXAMINATIONS

<u>12.01</u>: 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 12.02.

12.02 : HEALTH EXAMINATION PROCEDURES

12.02.01 : In cases where school employees are required by law to furnish evidence of a negative T.B. skin test or x-ray, such test will be given to all employees in the Bargaining Unit and the employees shall not be charged for such test. At the time of the skin test employees on scheduled work will be temporarily released from their job without loss of pay. Employees not on scheduled work shall initiate attendance for this skin test.

12.02.02 : All chest x-rays and T.B. skin tests shall be completed once every three (3) years and the report Form K-708, turned in by September 15th. New employees will be required to submit the Form K-708 by September 15th or thirty (30) days following employment.

12.02.03 : Employees who show a positive reaction upon taking a skin test will submit to a chest x-ray by the Macomb County Health Department within two (2) weeks from date of notification of such reaction or within two (2) weeks after receiving notification from the Health Department to report for an x-ray. However, all employees must comply with 12.01.02 of this Section. Payment by the district, if any, shall be limited to the cost of the x-ray only. Employees on scheduled work will be temporarily released from their job without loss of pay.

12.02.03.01: Any bargaining unit member, who in the performance of their job responsibilities, comes in contact with any student's blood or other bodily fluids will be advised of all health risks. All employees shall be provided with appropriate medical coverage for any work related health problems without regard to whether the employee otherwise qualifies for medical health insurance.

12.02.04 : In the event there is medical evidence or reason to suspect that an employee is either not fit to perform his/her duty, or the employee is being rendered incompetent by physical and/or emotional disability, the Central Office may require that such employee be examined by a physician or psychiatrist appointed by the Central Office, at the Central Office's expense. The opinion of the Central Office's doctor shall be final unless challenged by the employee and the challenge is upheld by a medical doctor specializing in the area of medicine at issue, who is selected by the Central Office and the Association and paid by the District. The determination of such mutually selected expert shall not be grievable or subject to any further challenge.

12.02.05____: Any employee in the Bargaining Unit unable to work because of illness for a period of five (5) consecutive days, but less than ten (10) consecutive days, shall be required to provide evidence from a physician (M.D., D.O.) to establish that her condition warrants 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 her ability to perform her work or uncertainty with respect to her condition, the Board may require that she be examined, at the Central Office's expense, by a physician appointed by the Central Office who shall certify said employee is capable of performing 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, selected by Central Office and the Association for final determination in the matter which shall be binding on the parties.

HOURS AND OVERTIME

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

13.02 : The normal work day for regular full-time paraprofessionals shall be as expressed below:

PARAPROFESSIONAL UNIT

1. PARAPROFESSIONALS

a)	Office Data Paraprofessionals	8 HOURS
b)	Library Technology Paraprofessionals	7 HOURS
c)	Medical Assistant Paraprofessionals	4 – 6 HOURS
d)	Office Paraprofessionals (This is all paraprofessionals	4 – 6 HOURS
	working in offices)	
e)	Elementary, Secondary, Special Education, Title I,	3 HOURS
	and grant based paraprofessionals.	

2. PRE PARAPROFESSIONALS

2 HOURS

Previous full-time Paraprofessionals are to be given first priority for any 6hour position(s). This section is not construed as and is not a guarantee of any number of hours of work per day or per week. Article 13 shall not conflict with Article 6 (Force Reduction).

<u>13.02.01</u>: Central Office reserves the right to reduce hours in the event of a financial emergency/crisis. If hours are reduced, the Association will be notified as soon as practical and allowed to discuss the proposed changes with the Central Office representatives before they are put into effect.

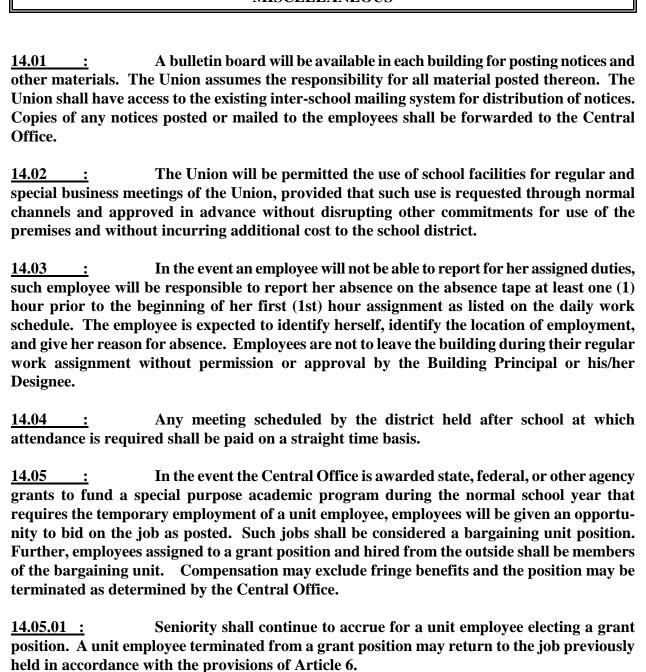
13.02.02 : If hours are reduced within this bargaining unit, hours shall be reduced equally on a district-wide basis.

13.03 : The normal work year for regul	ar full-time paraprofes	sionals shall be as
expressed below:		
	BEFORE FIRST	AFTERLAST
	STUDENT	STUDENT
	SCHOOL DAY	SCHOOLDAY
Paraprofessional - Data	1 Week	1 Week
Paraprofessional - Library	1 Week	1 Week
Paraprofessional - Special Education, Title I,	1 Day	1 Day
Elementary, Secondary, & Gran	it based.	·
Paraprofessional - Instructional/Medical	1 Day	1 Day
13.04 : A regular starting time for each print installation at the beginning of each school year, subject and/or student scheduled school day such as split sessions. All employees shall be entitled to	ect to change due to cur ssions, half day sessions	riculum changes s, etc.
coffee breaks per day prorated to an eight (8) hour we supervisor; however, additional time not to exceed permitted provided the immediate supervisor can respect to the supervisor can re	vork day and assigned l d thirty (30) minutes	by the immediate in total may be
13.06 : Overtime will be paid at the rate all work in excess of eight (8) hours in any given da given work week. Overtime shall not be pyramided. hours or more overtime shall have a second lunch per overtime worked, said lunch period will not be less the	y or in excess of forty (. Employees scheduled riod prorated consistent	(40) hours in any to work four (4) to the amount of
13.06.01 : Substitutes will not work over available in the department.	time so long as regula	ar employees are
13.06.02 : Overtime work will be equalized the same job classification within the building. The in or the refusal of an employee to handle overtime work charged with the amount of overtime they would have	nability to make contact rk shall result in such o	with an employee employee's being
13.07 : The normal work week shall be This shall not preclude the Central Office from assig Monday through Friday, so long as such altered attendance/services being provided to students during	ning as a normal work d work week coincid	week other than es with student

13.08 : When students are not in attendance for a school day due to an "Act of God", or "Other Conditions", employees will not report to work and will not be paid unless called to work or the employee may first use an Unexplained Personal Leave Day unless they choose to use a sick day for each full day school is closed. When students are not in attendance for part of a school day due to an "Act of God" or "Other Conditions", only full-time employees will be scheduled to work. Employees who are working a scheduled shift or called to perform work when they are scheduled off and then they 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; such time shall be used in the computation of overtime. Medical and Instructional Paraprofessionals shall work their assigned number of hours on day(s) that have half-student days or a late start.

2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017 and 2018-2019 School Years: Employees will not be paid for the first two "Act of God" days. This language will sunset with the expiration of this agreement.

MISCELLANEOUS



VACATIONS

<u>15.01</u>: Employees shall not have vacations, but shall be paid in lieu of at the conclusion of the work year. Eligibility for vacation pay shall be determined as of July 1 of any given year, and shall be paid as follows:

After 1 year	========	4 Days
After 2 years to 5 years	========	7 Days
After 6 years to 16 years	========	13 Days
After 17 years	========	16 Days

- 15.02 : Vacation benefits will be deducted on a prorated basis for any month in which the employee does not work the majority of the working days in that month exclusive of Article 18, Section 18.04. Work-days paid for by the district shall be considered as days worked for the purpose of this section.
- 15.02.01 : Ten (10) month employees shall not take vacation on scheduled school days. However, an employee may take a maximum of five (5) consecutive days off per year without pay, provided their respective operational assignments are adequately covered.
- 15.03 : Vacation days shall be calculated to the nearest whole day; 5/10th's or more being considered a whole day and anything less being dropped.
- 15.04 : Upon retirement, termination or layoff, an employee will receive money in lieu of any vacation credit remaining as of the time of such layoff, termination or retirement. In the event the laid off employee is recalled, her return to work will be without any accrued vacation. In the event of an employee's death, the employee's beneficiary shall receive the value of any accrued unused vacation days.

HOLIDAYS

16.01 : The following days shall be celebrated as paid holidays during the life of this Agreement:

10 MONTH EMPLOYEES - 1ST YEAR

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Full Day before Christmas

Christmas Day

New Year's Day

Good Friday

Easter Monday

Memorial Day

Effective July 1, 2013 the paraprofessional paid holiday schedule is as follows:

6 or more hours per day will receive 10 paid holidays

Labor Day

Wednesday before Thanksgiving (if students and teachers are not scheduled)

Thanksgiving Day

Friday after Thanksgiving

Full Day before Christmas

Christmas Day

New Year's Day

Good Friday

Easter Monday

Memorial Day

4 hours per day through less than 6 hours per day will receive 6 paid holidays

Thanksgiving Day

Full day before Christmas

Christmas Day

New Year's Day

Easter Monday

Memorial Day

Less than 4 hours per day will receive 3 paid holidays

Thanksgiving Day

Christmas Day

New Year's Day

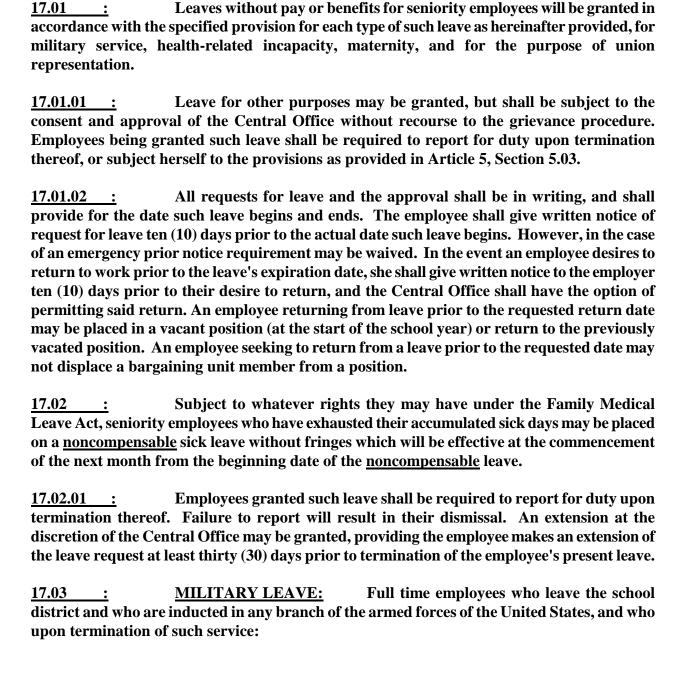
day will be obser	If Wednesday before Thanksgiving is scheduled in the school calendar as and certified teachers are not present and instruction is not scheduled, the wed as a holiday. In the event the Fourth of July falls within a scheduled ay will be observed as a holiday.
<u>16.01.01</u> :	Whenever Christmas Day, New Year's Day or Memorial Day falls on

16.01.01 : Whenever Christmas Day, New Year's Day or Memorial Day falls on Saturday or Sunday, the Friday preceding or the Monday following shall for the purpose of this Agreement, be observed as the holiday.

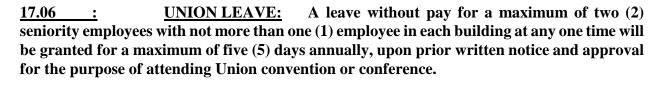
<u>16.02</u>: Whenever any of the above observed holidays as noted fall on a day school is in session, if employees affected work, such employees shall receive double time for all hours worked.

16.03: To entitle an employee to receive holiday pay 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 or approved sick leaves shall have those days counted as worked.

NONCOMPENSABLE LEAVE



17.03.01 : Receive an honorable discharge from the Armed Forces; 17.03.02 : Is still qualified and competent to perform the duties of her position; Makes application to the school district for re-employment within ninety 17.03.03 (90) days after 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:** While an employee may use sick and FMLA time for maternity, an employee who continues to be disabled by conditions related to maternity shall have the right to return to active employment so long as the leave is limited to the period of her disability if it continues beyond the period otherwise allowed by law. Unpaid leaves of absence for reason of the birth of a child shall 17.04.01 : commence no sooner than four (4) weeks prior to the expected birth date unless the Central Office is provided medical proof of the necessity to discontinue employment sooner. However, the employee may, if she so desires, work as long as she is physically and medically capable. The employee shall be expected to return to work within eight (8) weeks of the birth of the child, unless medical proof is provided which indicates that said employee is physically unable to perform her duties. The Central Office reserves the right to confirm any medical proofs required herein by physical examinations performed by a physician appointed by the Central Office and the Association whose opinion shall be final. The length of permitted leaves of absence for reasons of pregnancy shall 17.04.02 : be controlled as above set forth. The Central Office will not employ a replacement for an employee on such Maternity Leave but will fill the vacancy on a temporary basis with a substitute. Prior to the return from Maternity Leave, the employee shall give the Central Office twenty (20) days notice of such return, and, upon her return, she shall return to her former position with no loss of seniority or fringe benefits as a result of said Maternity Leave. 17.04.03 : The provisions of the Family Medical Leave Act may apply in place of leave provisions stated above. 17.05 : **ADOPTION LEAVE: Employees adopting children may avail** themselves of the leave designated as Maternity Leave for purposes of caring for and acclimating themselves with their newly adopted child. There shall be no extension, however, of any Maternity Leave.



- <u>17.06.01</u>: One (1) employee elected or appointed to an office with the Union representing this bargaining unit, may, following a written request at least one (1) month prior to the actual date desired, receive temporary leave of absence without pay for a period not to exceed one (1) year.
- 17.06.02 : 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 apply for reinstatement within thirty (30) days.
- <u>17.07</u>: <u>ELECTED OR APPOINTED POSITIONS:</u> An employee elected or appointed to a political office may, following a written request at least one (1) month in advance, receive noncompensable leave for a period not to exceed one (1) year.
- 17.08 : 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.

COMPENSABLE LEAVE

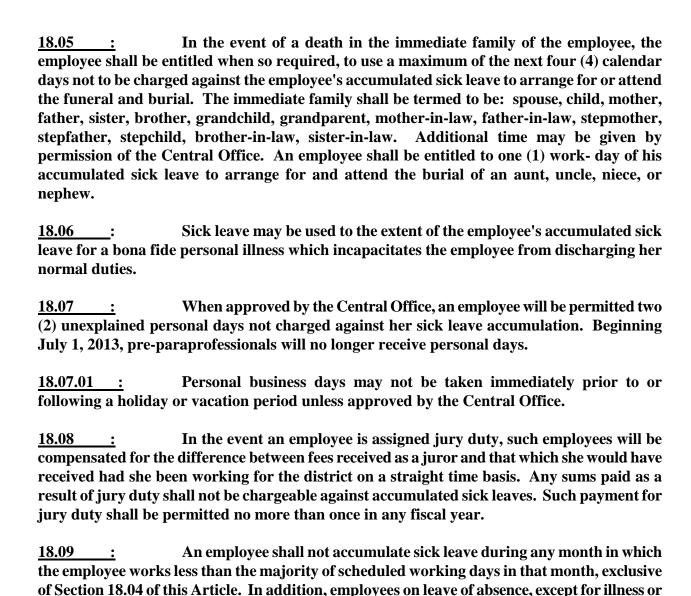
18.01

Section 18.09 of this Article.

Each employee covered by this Agreement shall accumulate leave

allowance as follows: 10 Month Employees - 10 Days per Year Accumulation of "days" herein shall be based on the hours the employee was working when such "days" were earned and shall be accumulated for those working less than a full day on an hourly basis. Part-time employees eligible for benefits shall be credited as follows: hours worked per day)seven (7) hours x the yearly value of the benefit - prorated yearly value of the benefit. Beginning July 1, 2013, leave allowance is as follows: • Employees working six (6) or more hours per day receive 10 days sick leave per year • Employees working less than six (6) hours per day, but more than four (4) hours per day receive 6 days sick leave per year • Employees working less than four (4) hours per day receive 3 days sick leave per year Probationary employees will accumulate sick leave allowance during their probationary period, but may not utilize such leave until attaining seniority. Leave days may accumulate to a total of seventy-five (75) days. Once an accumulation of seventy-five (75) days has been reached, no additional days shall be permitted; provided however, that the employee who has accumulated sick leave days in excess of seventy-five (75) days prior to June 30, 1977 shall be permitted to keep said accumulation. 18.04 An employee's authorized sick leave absence shall be chargeable to her accumulated sick leave allowance. An employee while on compensable sick leave only shall be

on continuous employment for the purpose of computing all benefits, except as provided in

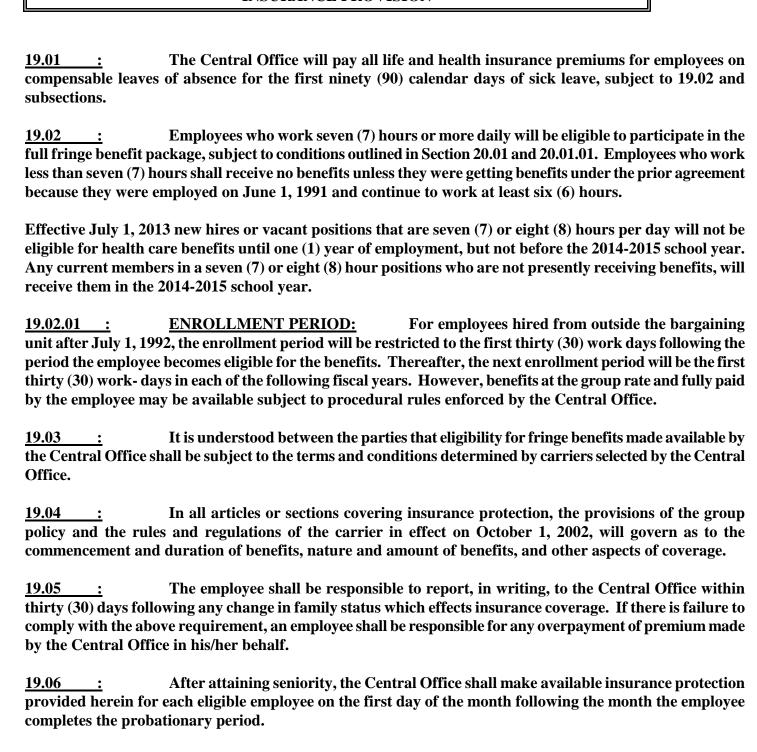


enrollment on LTD insurance.

maternity leave must provide the total insurance premium for insurance benefits (i.e. Life, Health, Dental Insurance) if they desire to continue coverage. The Central Office's contribution of insurance benefits for employees on sick leave of absence will be as follows: (a) One (1) full month of full insurance paid by the Central Office for each twenty (20) days of accumulated sick leave during the waiting period expressed in Article 21, Section 21.05, and (b) Full insurance benefits paid by the Central Office for up to one (1) year following accepted

18.10 : In the event an employee's injury on the job exceeds ten (10) work days and such employee is entitled to benefits under the Workmen's Compensation Act, the Central Office will pay for the first five (5) work days not covered by Workmen's Compensation based on the average weekly earnings. Thereafter, sick leave shall apply, if applicable, until accumulated sick leave has been exhausted. When an employee is released by a duly certified physician, she will be placed back on the job and location she had before the injury occurred, provided the employee is capable of doing, to which her seniority entitles her, subject to the requirements set forth in Article 12, Section 12.02.

INSURANCE PROVISION



19.07 : <u>FLEX BENEFIT COMPENSATION PLAN:</u> An employee eligible for benefits may elect to participate in the flex plan. Compensation for nonparticipation (Opt Out) in the health flex plan will be a cash rebate prorated in December of each year or a Central Office approved prorated annuity plan.

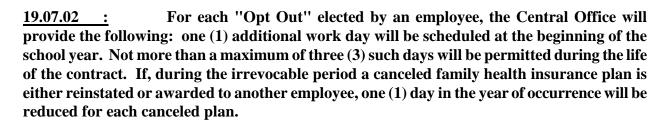
FLEX BENEFIT COMPENSATION PLAN

	CORE	OPT OUT
HEALTH RX Saver Rider	\$1250/\$2500 deductible Employee pays 20% of employer medical benefit cost	
		CASH REBATE \$2,000.00

* Rebates payable to eligible employees on the first pay period in December.

DENTAL	CORE	OPT OUT
BASIC	70%	
MAJOR	50%	
MAXIMUM	\$ 600	
ORTHODONTIA	50%	
MAXIMUM	\$ 1,500	
		CASH REBATE
		\$ 250

19.07.01: 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.



19.08 : 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.

HEALTH INSURANCE

20.01 : Upon submission of a written application, the Central Office shall
provide Blue Cross/Blue Shield hospital protection or a comparable plan as described herein
for all full-time employees working seven (7) hours or more.
20.02 : The Central Office shall make available to each eligible member of the bargaining unit the following hospitalization and insurance benefits: D.C. Rider, single subscriptions, couple subscriptions, or full family subscriptions for Blue Cross/Blue Shield insurance benefits, master medical with a deductible of \$1,250.00 for single subscriber and \$2500.00 for individual and spouse and for full family with Saver RX prescription coverage. Each January, the board shall fund each member's qualified section 125 plan health savings account \$950.00 per year single and \$1900.00 individual and spouse and full family. The board shall fund one half (1/2) of the stated amount on the first business day of January and the second half (1/2) on the first business day of July each year. The board shall pay 80% of the medical benefit plan costs. The remaining 20% of the member's medical benefit plan costs shall be paid by the member through pre-tax payroll deduction which shall occur in all pay periods during the period. The board and the association agree that should the minimum
deductible necessary for a medical plan to comply with health saving account eligibility be increased beyond the current deductible level in the current plan, then the Association shall direct that either the deductible be adjusted to meet the federal minimum requirement or the parties shall select a replacement healthcare plan. Said coverage to be continuing throughout the period of employment, including summer months.
The parties agree to meet every other year to discuss.
20.02.01 : Those employees hired following the ratification date of this contract (March 12, 2003) who qualify for health benefits shall be provided Ultra Med Plus Plan IV with \$10/\$20 RX. 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 eligible employees of the bargaining unit and his/her immediate family as defined by the United States Internal Revenue Service (spouse, children).
20.04 : After attaining seniority, the Central Office shall bear the cost of the health insurance protection provided herein for each eligible employee and to the extent provided herein for each eligible employee.

LIFE INSURANCE

<u>21.01</u>: <u>GROUP TERM LIFE INSURANCE</u>: Upon submission of a written application, the Central Office shall make available to each employee Group Term Life Insurance by a company of the Central Office's choice. The policy limit to be paid to the designated beneficiary shall be:

\$ 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.

<u>21.02</u>: The Central Office shall bear the cost of the life insurance protection provided herein and to the extent provided herein for each eligible employee.

DENTAL INSURANCE

<u>22.01</u>: Upon submission of a written application, the Central Office shall make available to each eligible employee a Dental Care Plan by a carrier of the Central Office's choice. The Central Office's expense for the Dental Program shall not exceed the cost of the single subscription monthly rate of hospital-medical coverage as provided in Article 20, Section 20.02.

LONG TERM DISABILITY INSURANCE

23.01 : Upon submission of a written application, the Central Office shall make available to each eligible employee an income and insurance program by a carrier of the Central Office's choice to include not more than one hundred (100) calendar days qualifying period. Long Term Disability payment in the amount of sixty-six and two/thirds percent (66 2/3%) of the employee's regular monthly wages with a maximum benefit of \$2,000 per month and to continue to sixty-five (65) years of age.

OPTICAL INSURANCE

<u>24.01</u>: Upon submission of a written application, the Central Office shall make available to each eligible employee an Optical Insurance Plan by a carrier of the Central Office's choice. The Central Office's expense for this Optical Insurance Plan shall not exceed \$6.00 per month for the family plan during the life of this contractual agreement.

OPTIONAL TAX ANNUITY

<u>25.01</u>: If an employee elects not to be covered by the hospitalization insurance as provided in Article 20, such employee shall be eligible for an annuity program to be instituted in January of 1984, and will receive a prorated maximum annual amount not to exceed \$2,000.00 per year to be placed into an annuity carrier from among the district's approved annuity list. In the event an employee chooses and is accepted to participate in the "Opt Out" of the health insurance plan, the maximum annual annuity prescribed herein will be adjusted to conform with Section 19.07.

LONGEVITY

<u>26.01</u>: Payment as a result of longevity for a one (1) year period beginning July 1, 2007, and terminating June 30, 2010, will be paid to each employee on a prorated basis following the appropriate anniversary date as follows:

		7/01/07 6/30/10
After 5 Years	-	45¢
After 6 Years	-	50¢
After 8 Years	-	55¢
After 10 Years or More	-	60¢
After 15 Years or More	-	65¢

The parties agree that the District will not be required to pay longevity in the 2011-2012 school year, that only one half (1/2) longevity be paid during 2012-2013, and one and one half (1 $\frac{1}{2}$) longevity be paid during 2013-2014.

Effective July 1, 2013, all longevity payments will be frozen until the end of the 2018-2019 school year.

TERMINAL LEAVE

<u>27.01 :</u> controlled as fol	Any Sick Leave Days accumulated prior to June 30, 1977, shall be lows:
<u> 27.01.01 :</u>	Upon retiring under the provisions of the Michigan Public School
Plan, the employ	tirement System or under the provisions of the Social Security Retirement yee will receive payment for one-half $(1/2)$ of his unused accumulated Sick ned as expressed in Article 18, Section 18.03 at the employee's current daily
wage rate.	
	Upon death, the employee's beneficiary established in the insurance ive one-half (1/2) of the value of the employee's unused Sick Leave Days as ticle 18, Section 18.03 at the employee's current wage rate.

WAIVER

28.01 : 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 mutual 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.

28.02 : 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.

RATIFICATION

29.01 Bargaini		The Union agrees to submit this Agreement to the employees of the covered by this Agreement. It is further agreed that the negotiating team of
the Para	professio	onal Association MEA/NEA will recommend to its members that it be ratified.
29.02 recomm		A negotiating team for the Anchor Bay Board of Education will e Board that this Agreement be ratified.
29.03	<u>:</u>	The contract was ratified by the Paraprofessional Association MEA/NEA
and the	Anchor l	Bay Board of Education on March 25, 2013.

ARTICLE 30 DURATION In the event that either party should desire to cancel, terminate, modify, 30.01 : amend, add to, subtract from, or change the agreement, written notice of such intent shall be served sixty (60) days prior to the termination date. If neither party shall give notice of amendment, as heretofore provided, or if each party giving notice withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice as specified above by either party sixty (60) days written notice prior to the current year's termination date. Notice as specified above shall be in writing and shall be sufficient if sent 30.02 by certified mail addressed, if to the Association, MEA/NEA Local 1, 38550 Garfield, Suite B, Clinton Township, MI 48038-3427, and if the employer, addressed to the Anchor Bay Board of Education, 5201 County Line Road, Suite 100, Casco, 48064, or to any such address that the Union or the employer may make available to each other. This Agreement and all its provisions, unless otherwise specified shall commence on July 1, 2007 and shall continue in full force and effect until June 30, 2019, subject to Article 29. However, this Agreement shall not become effective unless and until it is: Ratified by a majority of the members of the Paraprofessional Association MEA/NEA present at a meeting called for this purpose.

Approved by the Board of the Anchor Bay School District.

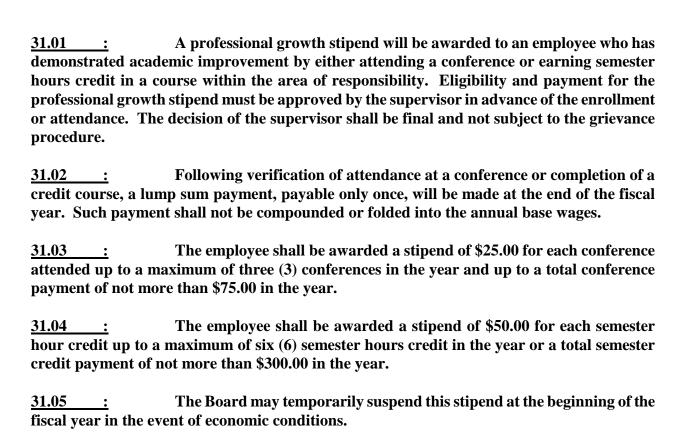
ANCHOR BAY SCHOOL DISTRICT BOARD OF EDUCATION

Steve Mittelstadt Leonard A. Woodside,
President Superintendent

ANCHOR BAY PARAPROFESSIONAL ASSOCIATION MEA/NEA

Kathy Trongo Debbie Fettue Terry Koch
MEA ABPA Vice President ABPA President

STIPEND SCHEDULE - ACADEMIC GROWTH



APPENDIX A

- 1.) The Union has the right to bargain the rate for a newly created job within the Bargaining Unit. The Central Office will set the initial rate, and when final agreement is reached, it will be retroactive to the date the position was created. Failure to reach agreement on the rate may result in an interest arbitration proceeding subject to the policies and procedures in effect under Act 312 for Police Fire disputes, if the matter cannot be decided by the parties within 90 days.
- 2.) No claims for back wages shall exceed the amount of wages the employee would otherwise have earned at her regular rate.
- 3.) Probationary rate shall be ten cents (10ϕ) less than the minimum rate within each job classification.
- 4.) Beginning July 1, 1975, compensation for educational increments will be terminated, however, those employees having enjoyed such compensatory educational credit prior to July 1, 1975, will not suffer loss of wages.
- 5.) Wages only in this contract shall be retroactive to July 1, 2002. Article 25 payments in lieu of health insurance are considered wages for the purpose of this contract. All other provisions will be made available after the Board executes this Agreement.
- A one-time off schedule stipend will be offered to all paraprofessionals for the 2013-2014 school year after July 1, 2013 as follows:

7 and 8 hours per day	\$350.00
6 hours through less than 7 per day	\$306.25
5 hours through less than 6 per day	\$262.50
4 hours through less than 5 per day	\$218.75
3 hours through less than 4 per day	\$175.00
2 hours through less than 3 per day	\$141.25

Wage and step freeze will continue through the end of the 2018-2019 school year.

In the event the District achieves a fund equity of greater than 4% in any year before the 2018-2019 school year, the District and Association will meet to discuss wages.

Wage and step freeze for the 2011-2012 and 2012-2013 school years. Beginning with the first day of the 2013-2014 school year, all those bargaining unit members that have not retired or otherwise separated from the District, shall be placed at the step they would have been at had normal step movement occurred during 2011-2013 and 2012-2013. The parties shall for the 2013-2014 school year, negotiate regarding what, if any, additional monies will be added to the 2013-2014 schedules.

In the unlikely event that the District achieves a fund equity of 15% or more in any year before the 2013-2014 school year, a ½ percent salary increase will be added to the salary schedule then in place within 30 days.

All new people hired after the contract is ratified (March 12, 2003) will remain at "0" Step for the life of the contract. Effective July 1,2007, those employees hired between March 12,2003 and May 9,2007 will move and remain at step "1". All newly hired employees as of July 1, 2007 will remain at step "0".