



**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.**

## ARTICLE 1

### RECOGNITION

**1.01** : Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the 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.

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

## ARTICLE 2

### RIGHTS AND RESPONSIBILITY OF THE BOARD

**2.01 :** The Board on its own behalf of the Electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States including but without limiting the generality of the foregoing the right.

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

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

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

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

**2.02 :** To determine the work schedules, hours of work, duties, responsibilities and assignments of employees subject to the rights set forth in this agreement and so long as those positions/employees who qualified for benefits on October 1, 2002 are not fractionalized resulting in a loss of benefits.

**2.03 :** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, reasonable rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

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

## ARTICLE 3

### REPRESENTATION

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

**3.02 :** The Association shall advise the Board of the officers and Building Representatives 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 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 :** Building Representatives shall be permitted time during the work day to investigate grievances; however, such investigation shall not interfere with an employee's duties which are absolutely necessary at the time to the operation of the School District.

**3.04 :** Vacancies occurring in positions shall be posted by the Board on all bulletin boards. Employees interested must submit a letter of intent during the posting period. In addition, the chapter chairperson and secretary of the Association shall receive a copy of employment postings, school calendar, and changes of employment status related to paraprofessionals and such postings or notices shall be considered informational only.

**3.05 :** At the beginning of the school year, the Board shall provide the Association with a copy of the chain of command and any changes thereafter.

## ARTICLE 4

### ASSOCIATION SECURITY

**4.01** : The Board agrees that, as a condition of continued employment, all employees covered by this Agreement shall either become and remain members in good standing of the Anchor Bay Paraprofessional Association MEA/NEA or pay to said Association sums equal to the amount of the membership dues as their share of the cost of representation of said non-members, no later than the end of their probationary period.

**4.02** : The Board shall furnish the Chapter Chairperson and Secretary one (1) copy each of the names of persons hired, within two (2) weeks following employment.

**4.03** : Upon presentation to the employer of proper authorization signed by employees, employer agrees to deduct from the pay of such employee all dues of the Anchor Bay Paraprofessional Association or representation fees and pay such amount deducted to said ABPA for every employee from whom authorization has been received.

**4.04** : Receipt of notification of an employee's failure to pay proper Association dues or representation fees will be cause for discharge, provided, however, that the employee shall be given fifteen (15) days notice of such failure to pay dues or representation fees.

**4.05** : The ABPA will indemnify and hold the Employer harmless against any claims made, and against any suit instituted against the Employer on account of any check-off of Association dues or discharge of an employee for failure to authorize the deduction of such dues or failure to pay dues.

## ARTICLE 5

### SENIORITY

**5.01 :** Unit seniority shall commence with the first date of employment to a permanent position in the bargaining unit. Involuntary layoffs will not result in lost time. Time lost as a result of noncompensable leave shall be subtracted from accrued seniority. Time lost shall be subtracted on a full month basis using the majority of work days in a month as the determiner. Seniority adjusted as a result of time lost shall be reflected on the ensuing November seniority list. (Example: First date of employment from January 1, 1990 less time lost of six (6) months seniority date adjusted to July 1, 1990.)

**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.

**5.01.02 :** 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.

**5.01.03 :** 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.

**5.01.04 :** 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.



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

**5.03.01 :** If an employee quits.

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

**5.03.03 :** 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.

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

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

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

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

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

## ARTICLE 6

### FORCE REDUCTION

**6.01** : 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.

**6.01.01** : 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.

**6.01.04 :** The least senior employee(s) who remains unplaced after the bumping is completed shall be laid off. EX: The least senior paraprofessional will be laid off in their classifications. Paraprofessional and Pre paraprofessionals may not bump into each other's classification.

**6.01.05 :** An employee bumping into another job must be qualified and able to perform the job satisfactorily within sixty (60) working days. Failing in this, the employee shall be removed from the position and placed on layoff status. The next most senior employee on layoff status in the affected area will be offered the position.

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

**6.02 :** The employer shall notify in writing the employee(s) to be laid off at least ten (10) working days prior to such layoff. If bumping will result from the layoff, the first employee affected shall exercise her/his bumping rights in writing within two (2) work-days of layoff notice. A general membership meeting will be held immediately thereafter with all employees and all bumping must be completed prior to the date of the layoff.

**6.03 :** The employer shall provide the Association President and the Association Secretary a copy of the layoff notice, in advance, the notice is sent to the employee(s) affected.

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

**6.05 :** The Association President, Vice President, Grievance Chair, Association Secretary, Association Treasurer shall be given preferential seniority for the purpose of layoff, provided such employees are qualified to perform the job available.

**6.06 :** Laid off seniority employee(s) shall be recalled in the inverse order of the layoff. The senior employee(s) shall be recalled to the first available opening for which he/she possesses the required qualifications for the position. Notice of recall shall be accomplished by both mailing a certified letter to said employee's last known address and attempting to reach said residence by telephone. A copy is to be sent to the Association President. The employee is required to report to work within seven (7) days after the date of notification being mailed from the Central Office.

## ARTICLE 7

<p style="text-align: center;"><b>TRANSFERS, VACANCIES, NEWLY CREATED POSITIONS AND BIDDING PROCEDURES</b></p>
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**7.01** : A vacancy shall be defined as an existing job classification becoming vacant as a result of transfer, resignation, termination, newly created position or expansion of the existing work force. The addition of one-half (1/2) hour or less to a daily work schedule does not create a vacancy.

**7.01.01** : All vacancies shall be posted in all buildings within five (5) working days from the date of the vacancy and shall be filled either through a lateral transfer, the bidding system or new hire, in accordance with the procedures outlined herein.

**7.01.02** : The notice posted shall set forth the job title, responsibilities, qualifications, number of hours and location of the vacancy.

**7.01.03** : Posting of job vacancies shall be for a period of five (5) working days, during which time the employee desiring to bid for the job shall forward to the Central Office a letter expressing interest within this time limit. Failure of an employee to make application during this time will bar said employee from a grievance for not being selected.

**7.01.03.01:** Employees applying for positions in the management or instructional categories must meet minimal training qualifications for the assignment. Opportunities to complete minimum qualifications for each position will be offered at least once each year by the employer at times other than during working hours. Completion of training for a future position shall not be considered compensable time. For unique positions, a mentoring paraprofessional shall be provided to familiarize the new employee with the specific program.

**7.01.03.02:** All affected paraprofessionals will be provided appropriate MISD-based training, at district expense, to meet state or federal standards necessary to maintain employment in their specific position, with reference to “No Child Left Behind Act”.

**7.02** : In the event of a vacancy in the unit, the most senior employee qualified will be selected. Movement from one job to another as a result of bidding shall be in compliance with Sections 7.02.01 and 7.03.

**7.02.01** : 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.

**7.02.02** : 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.

**7.03** : 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.

**7.03.01 :** An applicant for a vacancy or a newly created position who is denied such position shall be notified. The senior employee bidding on a position in a new classification within the Bargaining Unit, if she/he has not been granted the promotion, shall upon request, be given reason in writing for the disposition. The decision with respect to qualifications shall be based on the opinion of the Central Office, subject, however, to the grievance procedure.

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

**7.03.03 :** A vacancy brought about through sickness, accident, or which is less than ninety (90) days of noncompensable leave shall not be subject to this section.

**7.04. :** Whenever a lateral vacancy is filled such employee should be expected to remain on the job for a period of not less than one (1) year from the closing date of the bid before being permitted to exercise her rights to bid on another lateral vacancy. This requirement does not apply for promotional opportunities within the Bargaining Unit. Thereafter, the provisions of Article 7 shall be applicable.

**7.04.01 :** A temporary vacancy in a 7 or 8 hour position will be filled with the senior qualified employee within the building working 6 hours or less. If this employee accepts, he/she will be paid their regular rate of pay, effective upon ratification of the contract. All other substitute situations will be paid at the substitute rate of pay.

**7.04.02 :** Whenever a vacancy occurs as a result of the bidding process a meeting (noncompensable) will be called during the bidding period in which all personnel shall be notified so that all qualified applicants shall be present for the purpose of exercising their right to bid and a determination of filling each vacancy shall be finalized within five (5) days.

**7.05 :** During the summer months, the Central will make available a telephone message center in which vacancies will be posted for a ten (10) day working period or employees may be notified by mail. The Association President shall be notified in writing of the job postings. Employees interested must submit a letter of intent within the posted period. Thereafter, the Central Office will notify the successful bidder in writing.

**7.06 :** Senior employees within the affected building will be given first preference in filling a bargaining unit day-to-day position provided they are qualified, unless such temporary reassignment would cause undo disruption of the educational processes within the building.

## ARTICLE 8

### PROMOTIONS OUTSIDE THE BARGAINING UNIT

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

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

**ARTICLE 9**

<b>GRIEVANCE PROCEDURE</b>
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**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.

**9.02 \_\_\_\_\_ :** The time limits specified hereinafter for movement of a grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the 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.

**9.04 \_\_\_\_\_ :** Each grievance shall have to be initiated within ten (10) days of the occurrence of the cause for complaint, or, if neither the aggrieved nor the 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.



**9.06.01** : 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 Association Representative.

**9.06.01.02** : 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

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

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

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

**9.08** : STEP 4

**9.08.01** : 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 10<sup>th</sup> work- day after receipt of such notice. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within ten (10) work days of the request for arbitration, then the party requesting arbitration shall, within twenty (20) work days from the date of the intent to arbitrate, file a demand for arbitration with the American Arbitration Association, sending a copy of such demand to the opposite party.

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

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

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

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

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

**ARTICLE 10**

**DISCIPLINE AND DISCHARGE**

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

## ARTICLE 11

<b>NO STRIKE</b>
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**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.

## ARTICLE 12

### PHYSICAL EXAMINATIONS

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

**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.

**ARTICLE 13**

<b>HOURS AND OVERTIME</b>
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**13.01** :            The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.

**13.02** :            The 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 working in offices)           | 4 – 6 HOURS |
| e) | Elementary, Secondary, Special Education, Title I, and grant based paraprofessionals. | 3 HOURS     |

**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).

**13.02.01** :            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 regular full-time paraprofessionals shall be as expressed below:

	<b>BEFORE FIRST STUDENT SCHOOL DAY</b>	<b>AFTERLAST STUDENT SCHOOLDAY</b>
Paraprofessional - Data	1 Week	1 Week
Paraprofessional - Library	1 Week	1 Week
Paraprofessional - Special Education, Title I, Elementary, Secondary, & Grant based.	1 Day	1 Day
Paraprofessional - Instructional/Medical	1 Day	1 Day

**13.04** : A regular starting time for each position will be established at each school installation at the beginning of each school year, subject to change due to curriculum changes and/or student scheduled school day such as split sessions, half day sessions, etc.

**13.05** : All employees shall be entitled to not more than two (2) ten (10) minute coffee breaks per day prorated to an eight (8) hour work day and assigned by the immediate supervisor; however, additional time not to exceed thirty (30) minutes in total may be permitted provided the immediate supervisor can reasonably schedule such time.

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

**13.06.01** : Substitutes will not work overtime so long as regular employees are available in the department.

**13.06.02** : Overtime work will be equalized as near as possible among employees in the same job classification within the building. The inability to make contact with an employee or the refusal of an employee to handle overtime work shall result in such employee's being charged with the amount of overtime they would have obtained had they worked.

**13.07** : 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, so long as such altered work week coincides with student attendance/services being provided to students during such non-traditional work week.



**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.

## ARTICLE 14

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

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

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

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

**14.05** : In the event the Central Office is awarded state, federal, or other agency grants to fund a special purpose academic program during the normal school year that requires the temporary employment of a unit employee, employees will be given an opportunity to bid on the job as posted. Such jobs shall be considered a bargaining unit position. Further, employees assigned to a grant position and hired from the outside shall be members of the bargaining unit. Compensation may exclude fringe benefits and the position may be terminated as determined by the Central Office.

**14.05.01** : Seniority shall continue to accrue for a unit employee electing a grant position. A unit employee terminated from a grant position may return to the job previously held in accordance with the provisions of Article 6.

**ARTICLE 15**

<b>VACATIONS</b>
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**15.01** : 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.

**ARTICLE 16**

**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**

If Wednesday before Thanksgiving is scheduled in the school calendar as a day when pupils and certified teachers are not present and instruction is not scheduled, the day will be observed as a holiday. In the event the Fourth of July falls within a scheduled work- week, the day will be observed as a holiday.

**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.

**16.02** : 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.

## ARTICLE 17

### NONCOMPENSABLE LEAVE

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

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

**17.01.02** : All requests for leave and the approval shall be in writing, and shall provide for the date such leave begins and ends. The employee shall give written notice of request for leave ten (10) days prior to the actual date such leave begins. However, in the case of an emergency prior notice requirement may be waived. In the event an employee desires to return to work prior to the leave's expiration date, she shall give written notice to the employer ten (10) days prior to their desire to return, and the Central Office shall have the option of permitting said return. An employee returning from leave prior to the requested return date may be placed in a vacant position (at the start of the school year) or return to the previously vacated position. An employee seeking to return from a leave prior to the requested date may not displace a bargaining unit member from a position.

**17.02** : Subject to whatever rights they may have under the Family Medical Leave Act, seniority employees who have exhausted their accumulated sick days may be placed on a noncompensable sick leave without fringes which will be effective at the commencement of the next month from the beginning date of the noncompensable leave.

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

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

**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;

**17.03.03** : Makes application to the school district for re-employment within ninety (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.

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

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

**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.

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

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

**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.

**17.07** :            **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 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.



## ARTICLE 18

### COMPENSABLE LEAVE

**18.01 \_\_\_\_\_:** 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

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

**18.03 \_\_\_\_\_:** Leave days may accumulate to a total of 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 Section 18.09 of this Article.

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

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

**18.07** : When approved by the Central Office, an employee will be permitted two (2) unexplained personal days not charged against her sick leave accumulation. Beginning July 1, 2013, pre-paraprofessionals will no longer receive personal days.

**18.07.01** : Personal business days may not be taken immediately prior to or following a holiday or vacation period unless approved by the Central Office.

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

**18.09** : An employee shall not accumulate sick leave during any month in which the employee works less than the majority of scheduled working days in that month, exclusive of Section 18.04 of this Article. In addition, employees on leave of absence, except for illness or 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 enrollment on LTD insurance.

**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.

## ARTICLE 19

### INSURANCE PROVISION

**19.01** : The Central Office will pay all life and health insurance premiums for employees on compensable leaves of absence for the first ninety (90) calendar days of sick leave, subject to 19.02 and subsections.

**19.02** : Employees who work seven (7) hours or more daily will be eligible to participate in the full fringe benefit package, subject to conditions outlined in Section 20.01 and 20.01.01. Employees who work less than seven (7) hours shall receive no benefits unless they were getting benefits under the prior agreement because they were employed on June 1, 1991 and continue to work at least six (6) hours.

Effective July 1, 2013 new hires or vacant positions that are seven (7) or eight (8) hours per day will not be eligible for health care benefits until one (1) year of employment, but not before the 2014-2015 school year. Any current members in a seven (7) or eight (8) hour positions who are not presently receiving benefits, will receive them in the 2014-2015 school year.

**19.02.01** : **ENROLLMENT PERIOD:** For employees hired from outside the bargaining unit after July 1, 1992, the enrollment period will be restricted to the first thirty (30) work days following the period the employee becomes eligible for the benefits. Thereafter, the next enrollment period will be the first thirty (30) work- days in each of the following fiscal years. However, benefits at the group rate and fully paid by the employee may be available subject to procedural rules enforced by the Central Office.

**19.03** : It is understood between the parties that eligibility for fringe benefits made available by the Central Office shall be subject to the terms and conditions determined by carriers selected by the Central Office.

**19.04** : In all articles or sections covering insurance protection, the provisions of the group policy and the rules and regulations of the carrier in effect on October 1, 2002, will govern as to the commencement and duration of benefits, nature and amount of benefits, and other aspects of coverage.

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

**19.06** : After attaining seniority, the Central Office shall make available insurance protection provided herein for each eligible employee on the first day of the month following the month the employee completes the probationary period.

**19.07 \_\_\_\_\_ :**            **FLEX BENEFIT COMPENSATION PLAN:**     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**

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

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

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

**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.**

**19.07.02 :** For each "Opt Out" elected by an employee, the Central Office will provide the following: one (1) additional work day will be scheduled at the beginning of the school year. Not more than a maximum of three (3) such days will be permitted during the life of the contract. If, during the irrevocable period a canceled family health insurance plan is either reinstated or awarded to another employee, one (1) day in the year of occurrence will be reduced for each canceled plan.

**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.

## ARTICLE 20

### 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.

## ARTICLE 21

### LIFE INSURANCE

**21.01** : **GROUP TERM LIFE INSURANCE**: 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.

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



## ARTICLE 22

### DENTAL INSURANCE

**22.01** : 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.

## ARTICLE 23

### 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.

## ARTICLE 24

### OPTICAL INSURANCE

**24.01** : 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.

## ARTICLE 25

### OPTIONAL TAX ANNUITY

**25.01** : 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.

**ARTICLE 26**

<b>LONGEVITY</b>
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**26.01 :** 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:

		<u>7/01/07</u>
		<u>6/30/10</u>
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 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.

ARTICLE 27

TERMINAL LEAVE

**27.01** : Any Sick Leave Days accumulated prior to June 30, 1977, shall be controlled as follows:

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

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

## ARTICLE 28

<b>WAIVER</b>
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**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.

## ARTICLE 29

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

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

**29.03** : The contract was ratified by the Paraprofessional Association MEA/NEA and the Anchor Bay Board of Education on March 25, 2013.



**ARTICLE 30**

**DURATION**

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

**30.02** : Notice as specified above shall be in writing and shall be sufficient if sent 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.

**30.03** : 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**

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**Steve Mittelstadt  
President**

**Leonard A. Woodside,  
Superintendent**

**ANCHOR BAY PARAPROFESSIONAL  
ASSOCIATION MEA/NEA**

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**Kathy Trongo  
MEA**

**Debbie Fettue  
ABPA Vice President**

**Terry Koch  
ABPA President**

## ARTICLE 31

### STIPEND SCHEDULE - ACADEMIC GROWTH

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

**31.02** : Following verification of attendance at a conference or completion of a credit course, 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.

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

**31.04** : The employee shall be awarded a stipend of \$50.00 for each semester hour credit up to a maximum of six (6) semester hours credit in the year or a total semester credit payment of not more than \$300.00 in the year.

**31.05** : The Board may temporarily suspend this stipend at the beginning of the fiscal year in the event of economic conditions.

**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 (10¢) 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.

6.) 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".

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