

## LABOR CONTRACT

#### **BETWEEN**

## AFSCME LOCAL 1688, MICHIGAN COUNCIL 25

#### **AND**

## **ANCHOR BAY BOARD OF EDUCATION**

January 1, 2011 - December 31, 2019

#### **TABLE OF CONTENTS**

<u>ART</u>	<u>ICLE</u>	PAGE(S)
	PREAMBLE	1
1	RECOGNITION	2
2	RIGHTS & RESPONSIBILITIES OF THE BOARD	3
3	REPRESENTATION	4
4	UNION SECURITY	5
5	SENIORITY	6-7
6	LAYOFFS	8-10
7	TRANSFERS, VACANCIES, NEWLY CREATED POSITIONS AND BIDDING PROCEDURES	11-14
8	PROMOTIONS OUTSIDE THE BARGAINING UNIT	15
9	GRIEVANCE PROCEDURE	16-18
10	DISCIPLINE AND DISCHARGE	19
11	NO STRIKE	20
12	PHYSICAL EXAMINATIONS	21-22
13	HOURS AND OVERTIME	23-28
14	MISCELLANEOUS  Bulletin Boards / Transportation Facilities / Use of School by Outside Organizations / Employee Absences / Meetings / Augument Workshop / Summer Employment / Substitute Employ Special Education Meetings / Safety / Employee Handbook / Eugensonnel File	nnual ees /
15	VACATIONS	32-34
16	HOLIDAYS	35

17	LEAVES OF ABSENCE	36-38
18	COMPENSABLE LEAVE	39-41
19	WORKER'S COMPENSATION	42
20	HOSPITALIZATION INSURANCE	43-45
21	LIFE INSURANCE	46
22	DENTAL INSURANCE / OPTICAL INSURANCE	47
23	LONG TERM DISABILITY	48
24	INSURANCE PROVISION	49
25	UNIFORM ALLOWANCE	50
26	LONGEVITY	51
27	TERMINAL LEAVE	52
28	RETROACTIVITY	53
29	WAIVER	54
30	RATIFICATION	55
31	DURATION	56
A	APPENDIX A (WAGE SCHEDULE)	57
	APPENDIX A-1	58
В	APPENDIX B (LETTERS OF UNDERSTANDING)	59-60

#### **PREAMBLE**

This agreement, entered on the first day of January, 2011 to December 31, 2019, is between the Anchor Bay School District, Counties of Macomb and St. Clair, State of Michigan, (hereinafter referred to as the "School Board" and the Anchor Bay Chapter of Local 1688, Michigan Council #25 and the American Federation of State, County and Municipal Employees, (hereinafter referred to as the "Union").

#### **PURPOSE**

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

#### Article 1.

RECOGNITION

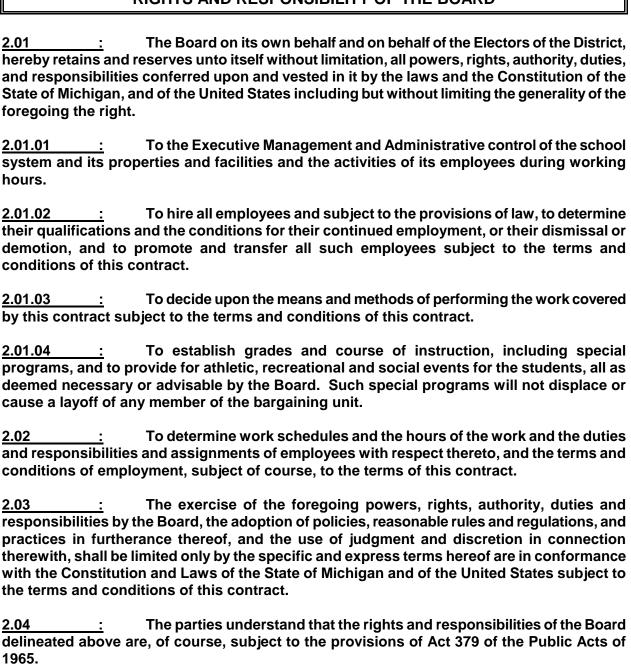
#### 1.01 : EMPLOYEES COVERED

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

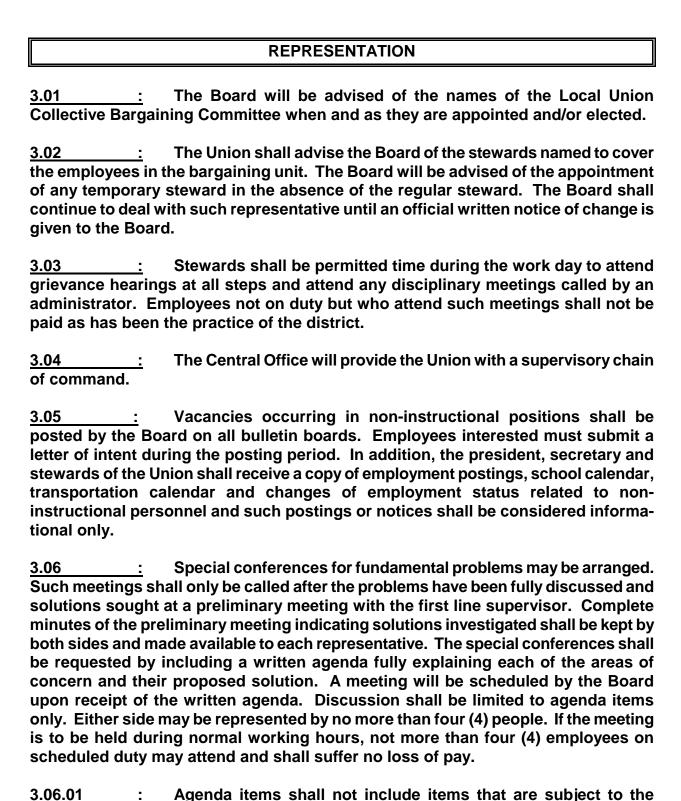
1.01.02 : This agreement covers all regular part-time and full-time non-instructional employees except supervisors as defined in the Act and excluding clerical employees, paraprofessionals, seasonal employees, temporary employees, crossing guards, student help and other employees who do not have a continuity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

#### Article 2.

#### RIGHTS AND RESPONSIBILITY OF THE BOARD



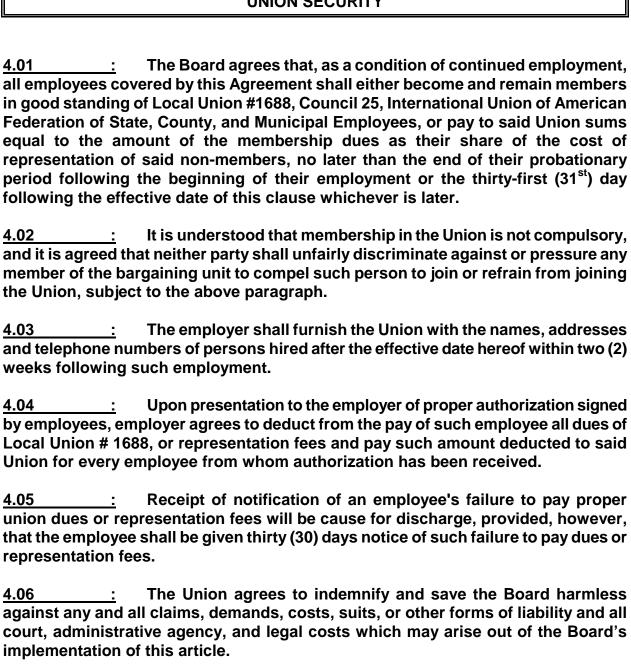
#### Article 3.



grievance procedure.

#### Article 4.

#### UNION SECURITY



#### Article 5.

#### SENIORITY

<u>5.01</u>: DATE OF SENIORITY, SENIORITY LISTS

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

1.) Employee's Full Name

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

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

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

#### <u>5.02</u> : PROBATIONARY PERIOD

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

, .	Employees while on probationary status shall not be entitled to s. Upon successful completion of the probationary period, the ployee shall commence with the first day of actual employment to bargaining unit.
<u>5.03</u> :	LOSS OF SENIORITY
5.03.01 : the following reason	Seniority shall be broken and employment in the district ended for ons:
<u>5.03.01.01</u> :	If an employee quits.
5.03.01.02 : through the grieva	If the employee is discharged and the discharge is not reversed nce procedure.
	If the employee is absent for three (3) consecutive working days he employer and fails to give explanation for the absence and lack e satisfactory to the school administration.
5.03.01.04 : as set forth in the	If the employee fails to return to work when recalled from layoff recall procedure provided herein.
5.03.01.05 : hereinafter provide	If the employee overstays a leave granted for any reason as
	If the employee is on layoff for a period of one (1) year or the seniority at the time of layoff, whichever is greater, but not tours.
<u>5.03.01.07</u> :	Non-compliance with Article 12.
<u>5.03.01.08</u> :	Employees who are on layoff shall not accrue seniority.

## Article 6.

### LAYOFFS 6.01 **LAYOFFS** 6.01.01 Reduction in the work force shall be affected through the following procedures. Seasonal employees as provided for in this contract and 6.01.01.01 : probationary employees in the affected department shall be immediately laid off. The employees with the least seniority in the affected job 6.01.01.02 classification shall be laid off. Any employee so laid off shall be permitted to bump to a lower 6.01.01.03 : job classification in that department using district-wide seniority. An employee who has bumping rights as set forth in Article 6.01.01.04 : 6.01.01.03 above shall have the right either to exercise the bump or to accept layoff until recalled. 6.01.01.05 : The employee who is eventually laid off as a result of the bumping process shall have the right to bump to any job in the bargaining unit only once provided he/she is qualified and presently capable of performing the remaining work and must displace the least senior employee doing the remaining work at the rate of pay for the work being performed. Such employee will be given a trial period of sixty (60) work days to demonstrate their ability to meet the standard of performance on the job. However, if the Board determines that the employee does not meet such standards he/she may be released prior to the completion of the sixty (60) day trial period voluntarily or involuntarily. 6.01.01.06 The least senior employees who remain unplaced after the reduction and bumping is completed shall be laid off. The above layoff procedure does not apply to normal reduction of 6.01.01.07 the work force during the time school is not in session during the summer months.

6.02 : NOTICE OF LAYOFF

6.01.01.08 :

the regular substitute list.

Any seniority employee on layoff shall be immediately placed on

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

#### <u>6.03</u> : <u>EMERGENCY</u> LAYOFFS

<u>6.03.01</u>: 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.

#### <u>6.04</u> : PREFERENTIAL SENIORITY

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

#### <u>6.05</u> : RECALL PROCEDURES

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

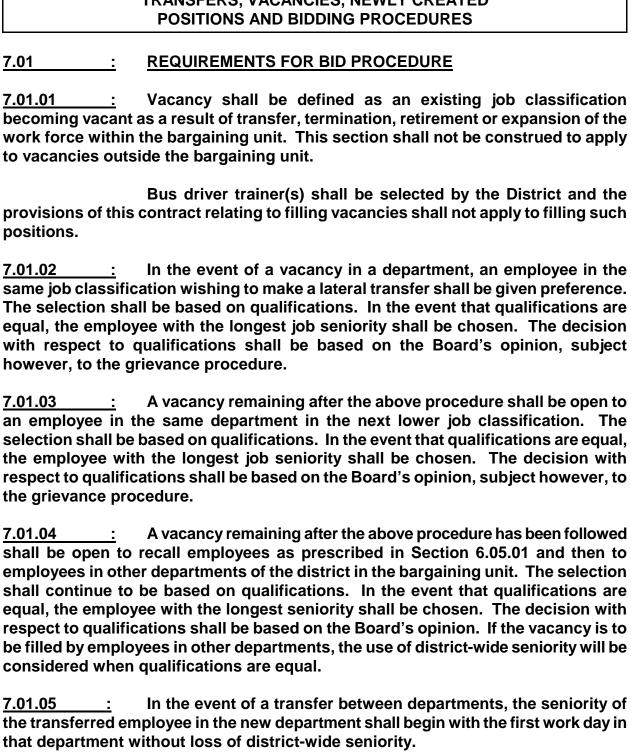
6.05.02 : In the event the recall list in the job classification is exhausted as defined in 6.05.01, the job posting shall be sent to all other bargaining unit members who are on layoff and still maintain their seniority as defined in Article 5. If a laid-off

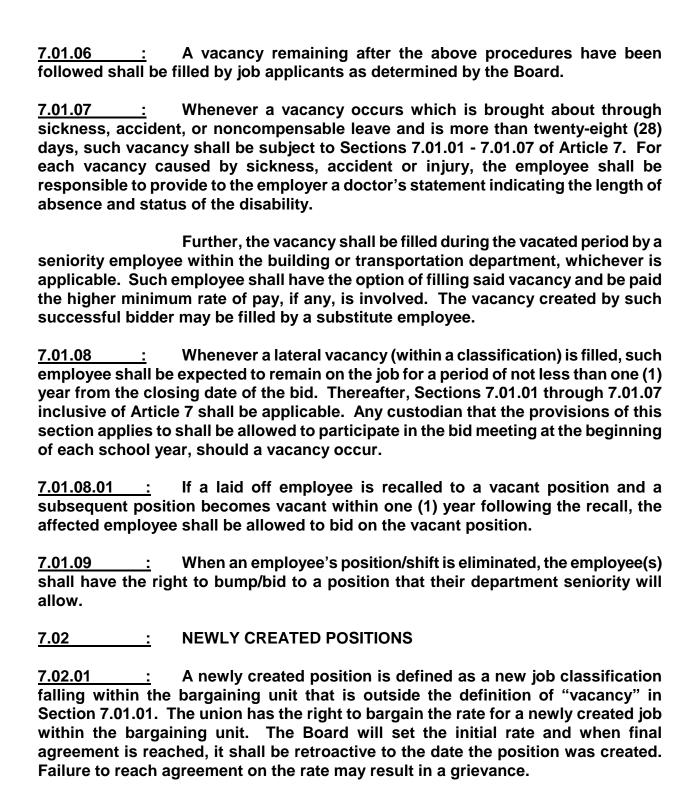
employee, as defined herein, meets the qualifications for the job and is presently capable of performing the work, such employee may submit a bid, only once, in writing, for the open position within five (5) days after the posting is mailed from the Personnel Office. If more than one (1) qualified laid-off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

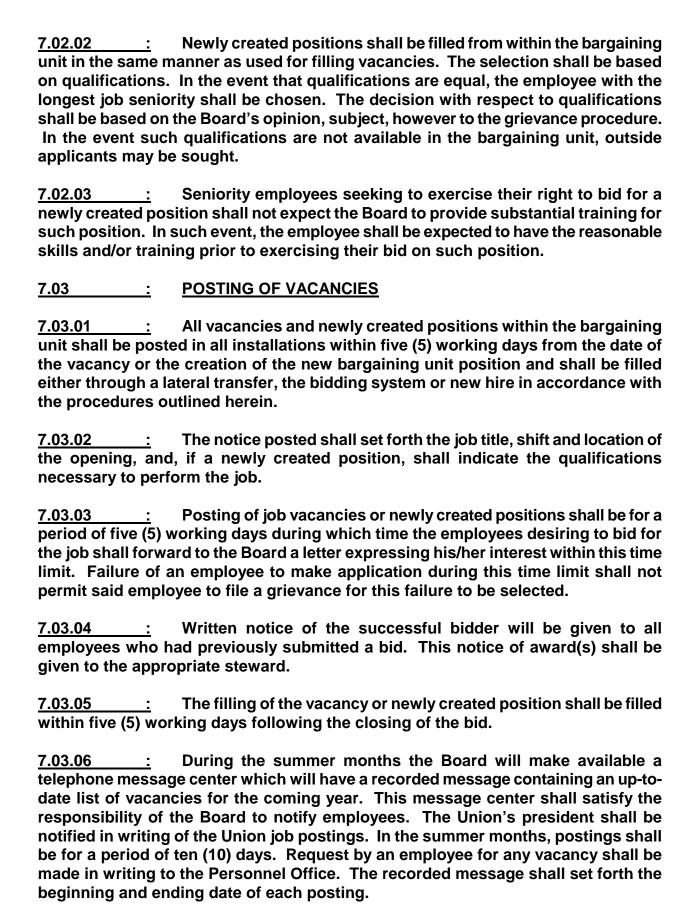
<u>6.05.03</u>: Laid-off employees who are called to substitute in a position they worked in prior to the layoff will be paid twenty cents (.20cents) less than the regular rate of pay for that position.

#### Article 7.

## TRANSFERS, VACANCIES, NEWLY CREATED POSITIONS AND BIDDING PROCEDURES



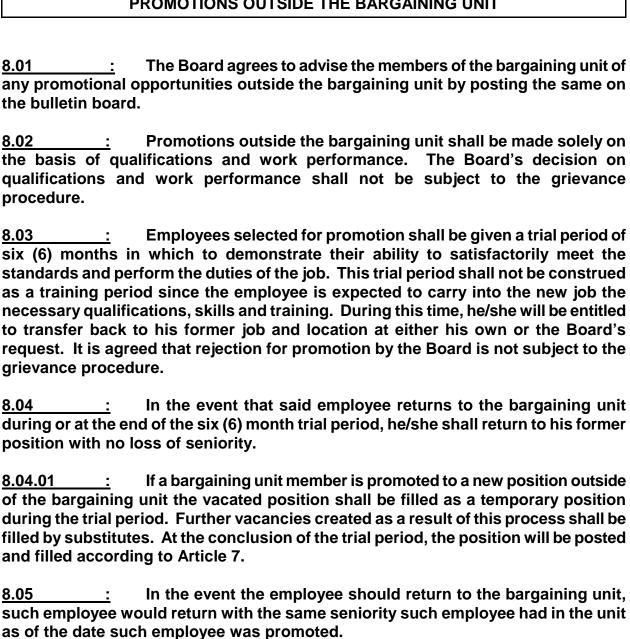




<u>7.03.07</u> : During the bidding procedure the job openings shall be temporarily filled using the procedures set forth in 7.01.07.
7.03.08 : Lateral transfers shall be construed as movement within the same job classification in the same department, i.e., cook helper to cook helper or custodian to custodian. Vertical transfers shall be construed as movement from one job classification to another job classification, first within the department and then among departments, i.e., cook helper to cook, transportation aide to driver and cook to custodian. Classification is defined as the specific job title within a department.
7.04 : TRIAL PERIOD
7.04.01 : Employees selected for a vertical vacancy or newly created position shall be given a trial period not to exceed sixty (60) work days to demonstrate their ability to meet the standards of performance for the new job.
<u>7.04.02</u> : During this time, such employee shall be permitted to transfer back to his former job or location at his/her request for good cause or shall be transferred back at the Board's request on failure to meet the standards of performance required.
7.05 : ACCRUED SENIORITY
7.05.01 : If an employee transfers to another department, all seniority acquired in the previous department prior to the transfer shall be frozen.

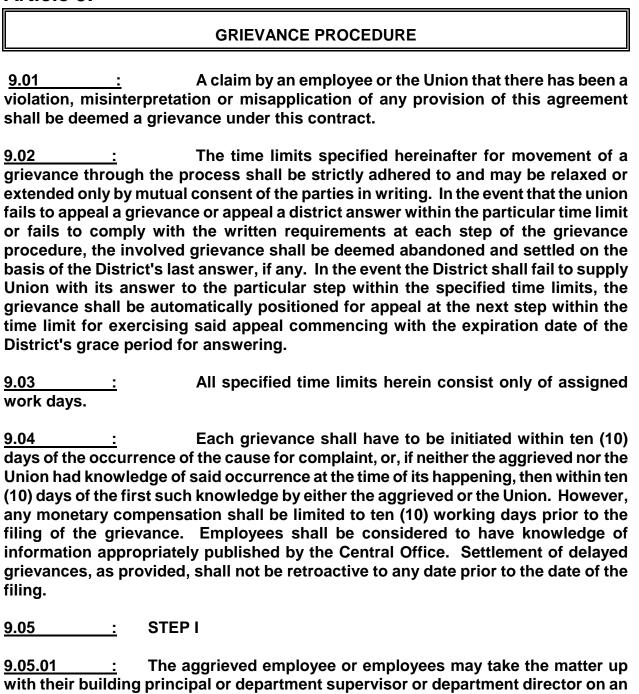
#### Article 8.

#### PROMOTIONS OUTSIDE THE BARGAINING UNIT



#### Article 9.

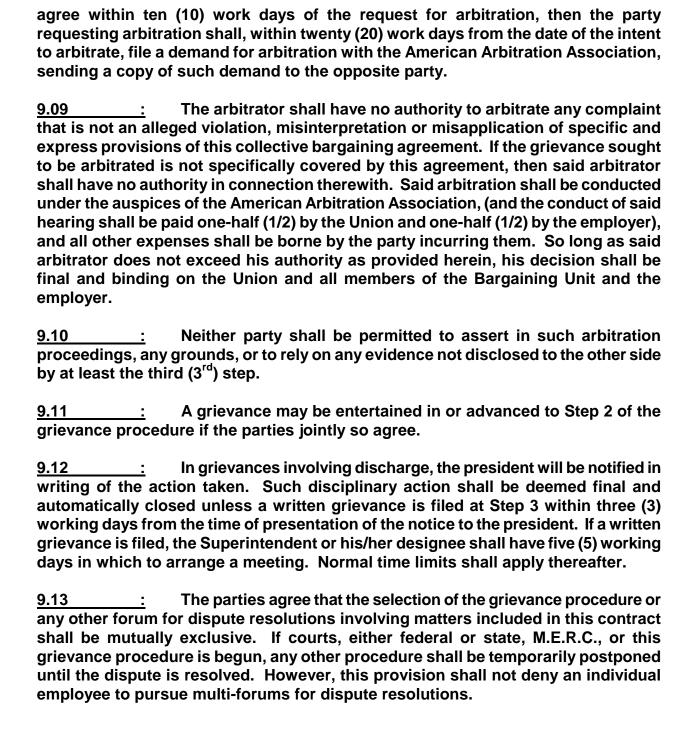
informal basis.



9.06 :	STEP 2
grievance may be	In the event the matter is not resolved informally, a written filed with the Central Office Administrator, as designated by the rithin ten (10) work days following the informal meeting.
. • .	The written grievance shall set forth a specific article or rticle allegedly violated, misinterpreted or misapplied, along with a elief sought, and signature of the aggrieved person and the Union
designated admin	Within ten (10) work days after receiving the grievance, the istrator shall meet and thereafter state his decision in writing, and py to the aggrieved party and to the Union.
9.07 :	STEP 3
grievance may be	In the event the matter is not resolved at the Step 2 level, a written filed with the Superintendent or his/her designee within ten (10) ceiving the decision of the designated administrator.
9.07.01.02 : copy of the original	The appeal shall be in writing and shall be accompanied by a al grievance.
	Within ten (10) days after receipt of the appeal, the his/her designee shall commit his/her decision in writing to the grieved party.
<u>9.08</u> :	STEP 4
	If the Union is dissatisfied with the decision of the Superintendent e, the Union may within ten (10) work days file a written notice to their intention to arbitrate.
9.08.01.01 :	It is hereby agreed between the parties that upon receipt by the

9.08.01.01 : It is hereby agreed between the parties that upon receipt by the employer of the written notice of intent to arbitrate a particular grievance which has been submitted to the Arbitration Department, Lansing, Michigan, all time limits for arbitration contained in the collective bargaining agreement shall be held in abeyance. Should the Employer determine sufficient time has elapsed for the processing of the grievance; the Employer may activate the tolling of said time limits by serving notice to the Arbitration Department. The notice shall be delivered to the Michigan AFSCME Council 25 Arbitration Department by certified mail notifying Michigan AFSCME Council 25. The time limits to select an impartial arbitrator shall begin on the 10th work day after receipt of such notice.

The parties shall attempt to agree upon an impartial arbitrator. If they cannot so



## Article 10.

## DISCIPLINE AND DISCHARGE

 $\underline{10.01}$  : The parties agree that any discipline, including discharge shall be for reasons that are not arbitrary and capricious.

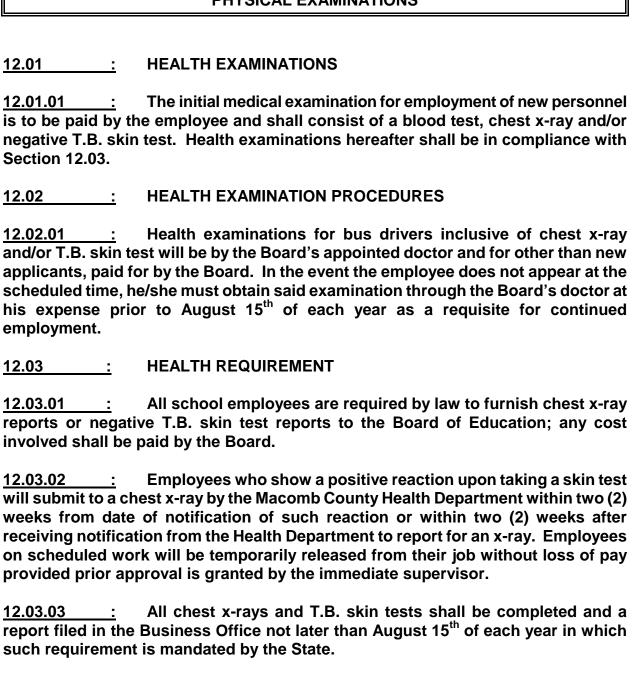
#### Article 11.

#### **NO STRIKE**

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

#### Article 12.

#### PHYSICAL EXAMINATIONS



12.02.04 : In the event there is medical evidence or reason to suspect that an employee is either not fit to perform his/her duty, or the employee is being rendered incompetent by physical and/or emotional disability, the Board may require that such employee be examined by a physician or psychiatrist appointed by the Board, at the Board's expense. The opinion of the Board's doctor shall be final. At the employee's request, and at the expense of the Board, the Board will obtain an opinion from a second doctor appointed by it, specializing in the area of concern where applicable, whose opinion shall be final.

12.03.05 : Any employee in the Bargaining Unit unable to work because of illness for a period of five (5) consecutive days, but less than ten (10) consecutive days, shall be required to provide evidence from a physician (M.D., D.O.) to establish that his/her condition warrants his/her return to work. In the event an employee is absent for work as a result of illness for a longer period of time and in the opinion of the Board there is uncertainty as to his/her ability to perform his/her work or uncertainty with respect to his/her condition, the Board may require that he/she be examined, at the Board's expense, by a physician appointed by the Board who shall certify said employee is capable of performing his/her job and is ready to return to work. The opinion of the Board's doctor shall be final. At the employee's request, and at the expense of the Board, the Board will obtain an opinion from a second doctor chosen by it, whose opinion shall be final.

#### 12.04 : MANDATED HEALTH SERVICES

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

#### Article 13.

# HOURS AND OVERTIME

The parties to this agreement mutually subscribe to the principle 13.01 of a fair day's work for a fair day's pay. 13.02 The full-time employee's work day shall consist of eight (8) hours plus a one-half (1/2) hour non-paid lunch period, with the exception of the cafeteria and transportation department employees who will establish a uniform, mutually agreed to lunch period practice within each installation. Full-time employees scheduled to work four (4) to eight (8) hours overtime shall have a second lunch period prorated consistent with the amount of overtime worked, said lunch period will not be less than twenty (20) minutes. 13.03 A regular starting time for each shift will be established and maintained at each school installation at the beginning of each school semester, subject to change due to curriculum changes and/or student scheduled school day such as split session, half-day sessions, etc. Custodians shall not be scheduled split shifts unless by mutual agreement. Custodians who are called in to work prior to their regular shift shall also complete their regular scheduled work day. Employees in the custodial department will be entitled to a ten 13.04 (10) minute coffee break during the first half of the shift, and a ten (10) minute coffee break during the second half of the shift. Employees in the cafeteria and transportation departments will continue the practice with respect to coffee breaks previously established. REORGANIZED SCHOOL DAY

13.05

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

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

13.06 TRANSPORTATION COMPENSABLE TIME

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

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

<u>13.07</u> :	TEMPORARY BUS RUNS
13.07.01 : established or wor	No bus run will be determined to be a temporary run if it is ked beyond thirty (30) days.
daily vacancies in	Regular drivers will fill in whenever possible for daily vacancies h their regular run does not exist. Regular drivers shall be offered seniority order and assigned on a first come / first serve basis. give an immediate response for these daily vacancies.
	Whenever a bus driver drives for another driver, he/she will be sed to the regular driver for that portion of the assigned bus
	Whenever a driver must double up on a bus run, he/she will paid time if it requires time over and above his/her regular run.
<u>13.08</u> :	OVERTIME
	The normal work week shall be Monday through Friday. The for computation of overtime is Monday 2:00 a.m. to Monday 2:00 nall be construed as Monday - Friday.
rate for all work in	Overtime will be paid at the rate of 1 1/2 time the regular hourly excess of eight (8) hours in any given day, or in excess of forty iven week. Overtime shall not be pyramided.
	Work performed on Sunday, if in excess of forty (40) hours for the e paid at two (2) times the employee's regular hourly rate.
	Approved compensable leave days and any holiday which falls which the employee is not expected to work shall be counted as rked for purposes of weekly overtime.
	It is not expected that employees will be called upon to work on s compensated for in Article 16. In the event it is necessary for on such a holiday, the pay will be in accordance with Article 16.
13.09 :	OVERTIME ROSTER LIST

13.09.01 : At the beginning of the school year, no later than the second week of September, each employee in each department shall indicate in writing his/her preference of working overtime during the balance of the work year. A list of such employees will be prepared (Overtime Roster List) by building and then by departments and only such employees will be contacted for overtime work during the balance of their work year.
13.09.02 : Overtime work will be equalized within reasonable limits, first by each building, then by other employees from the department. Employees who are not available, or who refuse the overtime, shall be charged for the number of hours available.
13.09.03 : In the selection of an employee for overtime work the Board shall make at least two (2) telephone contacts, one to each of the next two (2) eligible employees based on seniority in the affected building and whose names appear on the Overtime Roster List or, whenever applicable at least two (2) telephone contacts, one to each of the next two (2) eligible employees based on seniority in the affected department and whose names appear on the Overtime Roster List. Refusal of an employee to handle overtime work three (3) consecutive times but not more than four (4) times, in total, within a fiscal year shall automatically be removed from the Overtime Roster List for the balance of the work year.
13.09.04 : Employees at the time of determining to work overtime may select to be placed on the (a) Building Overtime Roster List, (b) Department Overtime Roster List, or both.
13.09.05 : New employees may select to be placed on the Overtime Roster Lists within two (2) weeks following achievement of their seniority.
13.09.06 : New employees will be charged with the highest number of overtime hours that any employee has in the building for purposes of overtime equalization. (This provision does not apply to transportation employees.)
13.09.07 : Substitutes will not work overtime so long as regular employees on the Overtime Roster List are available.
13.10 : SHOW-UP TIME

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

#### 13.11 : OVERNIGHT BUS TRIPS

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

#### <u>13.12</u> : SPECIAL TRIPS

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

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

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

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

<u>13.13</u> :	ASSIGNMENT OF BUS R	UNS
at a general meeting shall be one (1) bid bid meeting forty-f shall be the only bit the department wi	hedules for each bus rung ng. Bus drivers will bid fo d meeting in late August   ive (45) work days after t ds during the first semes Il choose their bus route ok shall be brought up-	At the beginning of the school year, bus will be made available by administration or bus runs on a seniority basis. There prior to the start of school and another the start of school. These two (2) bids ter. The bus drivers having seniority in in the order of their seniority, but the to-date before the change in the bus
two (42) minutes o	additional bids if a route r more per day. The only	After the start of the second semester, has changed in time by a total of forty-drivers permitted to bid shall be those ng for benefits by bidding on said run.
<u>13.14</u> :	SAFETY SCHOOL - PAY	RATE
	•	n employees will be paid the regular rate the successful completion of the course
<u>13.15</u> :	SPECIAL RUN SHEETS	
<u>13.15.01 :</u>	Bus drivers will be provi	ded copies of their Special Run Sheets

13.16 : ASSIGNMENT OF CAFETERIA EMPLOYEES

upon request.

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

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

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

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

#### 13.17 : ASSIGNMENT OF CUSTODIAL EMPLOYEES

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

#### Article 14.

or cafeteria employees.

## **MISCELLANEOUS BULLETIN BOARDS** 14.01 : The Union shall be provided with a suitable bulletin board for posting all Union notices and other Union materials. The Union assumes the responsibility for all material posted thereon excluding material posted by the Board of Education or its agents. In addition, the Union shall have access to the existing interschool mailing system for distribution of notices. Copies of any notices mailed to the employees shall be forwarded to the Board. The Union will be permitted the use of school facilities for regular 14.01.02 and special business meetings of the Union, provided that such is requested through normal channels and approved in advance without disruption of other commitments for use of the premises and without incurring additional cost to the school district. TRANSPORTATION EMPLOYEE'S FACILITIES 14.02 : The Board of Education will provide a room for bus drivers with 14.02.01 : adequate health facilities. 14.03 **USE OF SCHOOL FACILITIES BY OUTSIDE ORGANIZATIONS** 14.03.01 : In cases where functions take place for which the School Board does not pay the cost and when a custodian is not regularly scheduled, a custodian may be scheduled to cover the function. The custodian will not be held responsible for the security of the building beyond the hours he/she works. 14.03.02 When functions take place in any kitchen and cafeteria employees are not assigned, any work resulting from the use of the kitchen shall be done by short hour cafeteria employees who will be called in to perform the required work as determined by the cafeteria director. Cafeteria employees will be assigned to cover use of kitchen facilities when in the opinion of the Administration such employees are necessary in order to provide safe and proper utilization of kitchen equipment.

within all buildings at least forty-eight (48) hours in advance of use to the custodians

The administration will make every effort to post all functions

14.03.05	: Employees are not to leave the building during their regular work
assignment	without instructions or approval of the Assistant Superintendent or
•	sentative or the Building Principal. This does not apply during the inpaid lunch period.

#### 14.04 : EMPLOYEE ABSENCES

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

#### <u>14.05</u> : MEETINGS

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

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

#### 14.07 : SUMMER EMPLOYMENT

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

<u>14.08</u> :	SUBSTITUTE EMPLOYEES
	Day-to-day absences which occur in the cafeteria, custodial and partments may be filled by substitutes.
	Employees who are qualified and are in compliance with state nd who substitute in positions that require the transporting of e paid the current rate of pay of a bus driver.
<u>14.09</u> :	SPECIAL EDUCATION MEETINGS
Education or her of scheduled a meet from time to time	Special education drivers will be given the opportunity to discuss pecial aid guidelines for students with the Director of Special designee. At the beginning of the school year, such drivers will be ting with the Director of Special Education or her designee and said Director may schedule meetings with said drivers as she or a employees may deem appropriate.
<u>14.10 :</u>	SAFETY
<u>14.10.01 :</u>	The employer will maintain safety precautions at all times.
<u>14.10.02</u> :	Employees shall report any defects in equipment.
<u>14.11 :</u>	EMPLOYEE HANDBOOK
14.11.01 : material relating t	All employees will receive a copy of the handbook and updated o the handbook as available.
<u>14.12 :</u>	EMPLOYEE PERSONNEL FILE
•	Past personnel records of a detrimental nature which occurred by years in the past will not be taken into account when considering on, discipline and/or discharge of an employee.
14.13 : the transportation	The Board will pay the Commercial Driver's License (CDL) fee for personnel who are currently employed on a regular assignment.

#### Article 15. **VACATIONS** 15.01 Eligibility for vacations shall be determined as of July 1 of any given year. **VACATION ELIGIBILITY** 15.02 15.<u>02.01</u> : An employee is eligible for vacation benefits when he/she has one (1) full year of seniority in accordance with the following schedules: **12 MONTH EMPLOYEES 10 MONTH EMPLOYEES** 1 Year 1Year to 5 Years - 6 Days Over 1 Year to 5 Years 5 Years or more - 12 Days 2 Weeks Over 5 Years to 16 Years -3 Weeks Over 16 Years or more -4 Weeks Ten (10) month employees shall not take vacation on scheduled school days. However, employees may take a maximum of two (2) days off per year, without pay, provided their respective operational assignments are adequately covered. Ten (10) month employees will be eligible to request paid vacation 15.02.03 days for holidays which fall during the school year provided they have accrued sufficient days to cover the requested time. Unused vacation days shall be paid at the end of the school year.

**VACATION SCHEDULING** 

15.03 :

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

#### <u>15.04</u> : PRORATION OF VACATION

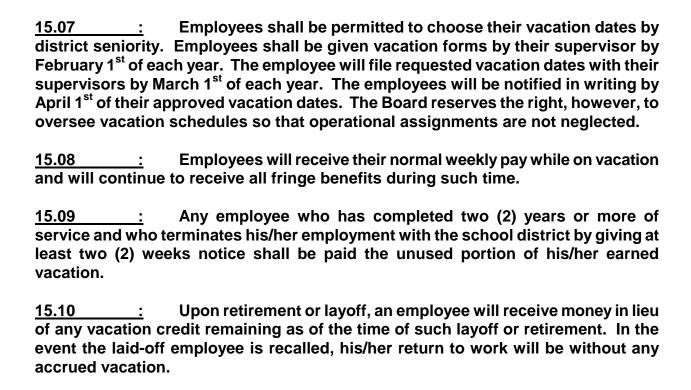
15.04.01 : In the case of 12 month employees, 1/12; in the case of 10 month employees; 1/10 of vacation benefits will be deducted for any month in which the employee does not work a majority of the working days in that month. Work-days paid for by the District shall be considered as days worked for purposes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

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

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

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

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



#### Article 16.

#### HOLIDAYS

16.01 : The following days shall be celebrated as paid holidays:

#### 12 MONTH EMPLOYEES

#### 10 MONTH EMPLOYEES

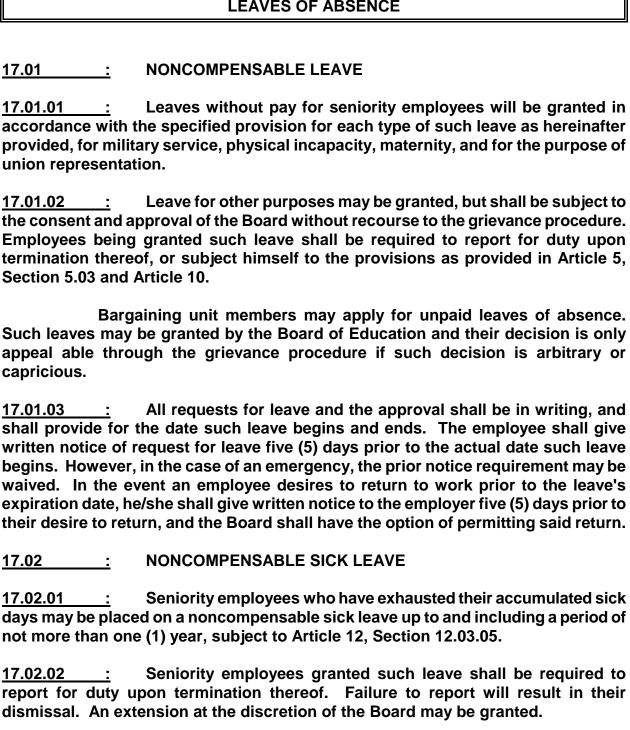
Full Day before New Year
New Year's Day
Full Day Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Full Day before Christmas
Christmas Day
Easter Monday

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

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

- \* It is understood if school should start after Labor Day, ten (10) month employees shall not be entitled to holiday pay for Labor Day.
- 16.02 : When one (1) of the above enumerated holidays shall fall on Sunday, then Monday shall be deemed to be the holiday. When one (1) of the said holidays fall on Saturday, then Friday shall be deemed to be the holiday.
- 16.03 : Whenever any employee is required to work on any of the above holidays, he/she shall receive holiday pay plus double time for all hours worked.
- 16.04 : To entitle an employee to receive holiday pay, he/she must have worked the last scheduled work day prior to the holiday and the first scheduled work day following the holiday. Those employees on approved vacation leaves shall have those days counted as worked.

#### LEAVES OF ABSENCE



MILITARY LEAVE 17.03

<u>17.03.01</u>: Full-time employees who leave the school district and who are inducted in any branch of the armed forces of the United States, and who upon termination of such service: 1.) Receive an honorable discharge from the Armed Forces; 2.) Is still qualified and competent to perform the duties of his/her position; 3.) Makes application to the school district for re-employment within ninety (90) days after he/she is released from military service; shall be restored to work or to a job of like nature, seniority status or pay, provided a vacancy exists for which the employee qualifies. Conformance with conditions established by federal and state laws in this matter shall prevail.

#### 17.04 : MATERNITY LEAVE

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

17.04.02 : Unpaid leaves of absence for reason of the birth of a child shall commence no sooner than four (4) weeks prior to the expected birth date unless the Board is provided medical proof of the necessity to discontinue employment sooner. However, the employee may, if she so desires, work as long as she is physically and medically capable. The employee shall be expected to return to work within eight (8) weeks of the birth of the child, unless medical proof is provided which indicates that said employee is physically unable to perform her duties. If the medical reports received by the Board are in conflict, then the employee will be required to provide a third medical report at the Board's expense prepared by a medical specialist located at Ford Hospital or the University of Michigan Hospital whose opinion shall be final.

<u>17.04.03</u>: The length of permitted leaves of absence for reasons of pregnancy shall be controlled as above set forth. The Board will not employ a replacement for an employee on such Maternity Leave but will fill the vacancy on a temporary basis with a substitute employee. Prior to the return from Maternity Leave, the employee shall give the Board of Education five (5) days notice with a doctor's statement of such return, and, upon her return, she shall return to her former position with no loss of seniority or fringe benefits as a result of said Maternity Leave.

#### 17.05 : UNION REPRESENTATION

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

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

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

#### 17.06 : SENIORITY RIGHTS - NONCOMPENSABLE LEAVE

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

## Article 18.

COMPENSABLE LEAVE
18.01 : ACCUMULATION OF SICK LEAVE
18.01.01 : Each employee covered by this Agreement shall accumulate sick leave allowance as follows:
12 Month Employees - 12 Days per Year 10 Month Employees - 10 Days per Year
18.01.02 : Accumulation of "days" herein shall be based on the hours the employees were working when such days were earned and shall be accumulated on an hourly basis.
18.02 : Probationary employees will accumulate sick leave allowance during their probationary period, but may not utilize such leave until attaining seniority.
Leave days may accumulate to a total of ninety (90) days. Once an accumulation of ninety (90) days has been reached, no additional days shall be permitted; provided however, that the employee who has accumulated sick leave days prior to June 30, 1976, shall be permitted to keep fifty percent (50%) of said accumulation and such accumulation shall be preserved as set forth in Article 28, Sections 28.01, 28.01.01 and 28.01.02, Terminal Leave.
18.04 : An employee's authorized sick leave absence shall be chargeable to his/her accumulated sick leave allowance. An employee while on sick leave shall be deemed to be on continuous employment for the purpose of computing all benefits, excluding sick leave benefits as specified in Section 18.09 of this Article including seniority referred to in this agreement.

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

#### **18.06** : **SICK LEAVE**

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

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

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

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

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

#### 18.07 : PERSONAL LEAVE DAY

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

**2 DAYS PER YEAR** 

### 10 MONTH EMPLOYEES - 2 DAYS PER YEAR

Further, 12 month employees may use one (1) personal business day in addition to the two (2) days above each year, exclusive of the requirements of Section 18.07.02.02 one through five, but inclusive of the requirement for normal reporting off from work.
18.07.02 : In addition, 10 month employees may utilize one (1) of their accrued sick days as a personal business day.
<u>18.07.02.01</u> : Personal business days may not be taken immediately prior to or following a holiday or vacation period, unless approved by the Board.
18.07.02.02 : An example of an unacceptable use for such personal business days are as follows: 1.) For recreational purposes; 2.) For a business transaction which results in financial gain to the employees; 3.) To attend social functions; 4.) To enable the employee to work for someone else; 5.) For purposes of seeking new employment.
18.07.03 : One (1) personal business day may be used as unexplained. However, the provisions in Sections 18.07.01 - 18.07.02.01 will apply.
<u>18.08</u> : JURY DUTY
18.08.01 : In the event an employee is assigned jury duty, such employees will be compensated for the difference between fees received as a juror and that which he/she would have received had he/she been working for the district on a straight time basis. Any sums paid as a result of jury duty shall not be chargeable against accumulated sick leaves. Such payment for jury duty shall be permitted no more than once in any fiscal year.
will be compensated for the difference between fees received as a juror and that which he/she would have received had he/she been working for the district on a straight time basis. Any sums paid as a result of jury duty shall not be chargeable against accumulated sick leaves. Such payment for jury duty shall be permitted no
will be compensated for the difference between fees received as a juror and that which he/she would have received had he/she been working for the district on a straight time basis. Any sums paid as a result of jury duty shall not be chargeable against accumulated sick leaves. Such payment for jury duty shall be permitted no more than once in any fiscal year.  18.08.02 : Employees assigned jury duty shall be responsible to notify the Business Office and to make arrangements in order to comply with the compensable

person is scheduled as a juror.

#### Article 19.

#### WORKER'S COMPENSATION

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

#### Article 20.

#### **HOSPITALIZATION INSURANCE**

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

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

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

<u>20.02</u>: The Board shall make available to all insurance-eligible members, at current hour levels, the following hospitalization and insurance benefits:

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

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

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

#### 20.04 : FLEX BENEFIT COMPENSATION PLAN

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

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

<u>20.05</u>: 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.

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

20.07	: A bargaining unit employee currently covered by a spouse who
receives hea	Ilth care paid for by the district employer shall not elect employer's
health care of	coverage.
20.08	The District agrees to form and meet with a health care committee
bi-annually.	

#### Article 21.

## LIFE INSURANCE

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

**2007 - 2009** 

\$ 20,000.00

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

#### Article 22.

#### **DENTAL INSURANCE / OPTICAL INSURANCE**

#### 22.01 : DENTAL INSURANCE

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

#### 22.02 : OPTICAL INSURANCE

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

#### Article 23.

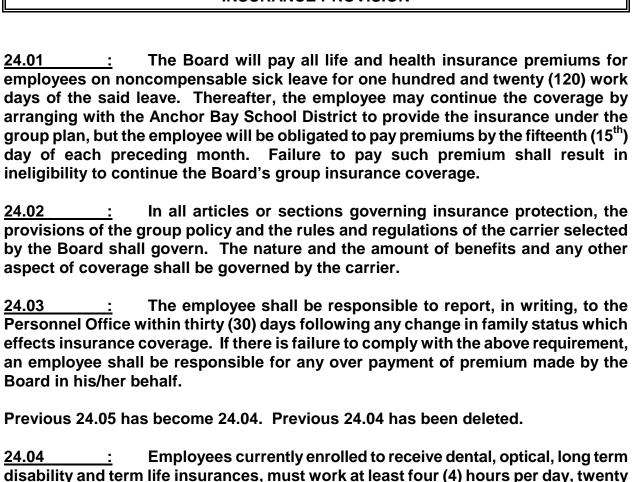
#### LONG TERM DISABILITY INSURANCE

#### 23.01 : LONG TERM DISABILITY INSURANCE

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

#### Article 24.

#### **INSURANCE PROVISION**



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

(20) hours per week, will remain in effect for the duration of the contract.

### **Article 25**

#### **UNIFORM ALLOWANCE**

25.01 : CAFETERIA EMPLOYEES

25.01.01 : Cafeteria employees will be supplied with aprons and such

aprons will be laundered at the expense of the district.

<u>25.02</u> : MECHANICS

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

district.

#### Article 26.

#### LONGEVITY

<u>26.01</u>: Payments as a result of longevity will be paid to each employee on a per hour basis following the appropriate anniversary as follows:

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

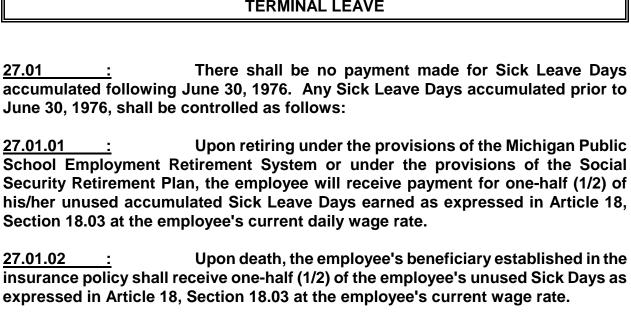
In light of the District's anticipated financial challenges resulting from State aid cuts for the 2011-2012 and 2012-2013 school years, the parties agree that the District will not be required to pay longevity in 2011-2012. One half (1/2) of longevity will be paid during 2012-2013.

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

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

#### Article 27.

#### TERMINAL LEAVE



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#### **RETROACTIVITY**

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

#### Article 29.

## WAIVER

<u>29.01</u>: The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary consent of the parties in an amendment hereto. This section is not to be construed as bypassing the grievance procedure for processing complaints, but is reserved for significant problems which may develop during the term of this agreement.

<u>29.02</u>: Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction such article, section or clause shall be automatically deleted from this agreement. The parties shall meet and endeavor to negotiate a satisfactory substitute in conformance with the law. All remaining portions of the agreement shall remain in full force and effect for the duration of the agreement.

## Article 30.

RATIFICATION
The Union agrees to submit this Agreement to the employees of
the Bargaining Unit covered by this Agreement. It is further agreed that the negotiating team of Local 1688 will recommend to its members that it be ratified.
30.02 : The negotiating team for the Anchor Bay Board of Education will
recommend to the Board that this Agreement be ratified.

DURATION				
modify, amend, add to, subtract from or such intent shall be served sixty (60) day party shall be given notice of amendmen giving a notice withdraws the same prior shall continue in effect from year to year	r party should desire to cancel, terminate, change the Agreement, written notice of ys prior to the termination date. If neither at, as heretofore provided, or if each party or to the termination date, this Agreement r thereafter subject to notice as specified written notice prior to the current year's			
sufficient if sent by certified mail address Local 1688, Council 25, 28000 Van Dyke, the employer, addressed to the Anchor E	above shall be in writing and shall be ssed, if to the Union - Michigan AFSCME, Suite 102, Warren, Michigan, 48093, and if Bay Board of Education, 5201 County Line or to any such address that the Union and h other.			
shall commence on March 25, 2013 and	ts provisions, unless otherwise specified shall continue in full force and effect until, Sections 30.01 and 30.02. However, this nless and until it is:			
	nembers of Local #1688 at a meeting called d of Education of the Anchor Bay School			
	odifications to the present agreement are in ht of the devastating reductions in state enacted.			
ANCHOR BAY SCHOOL DISTRICT BOARD OF EDUCATION	ANCHOR BAY CHAPTER LOCAL 1688 <u>MICHIGAN COUNCIL #25</u>			
Steve Mittelstadt President	AFSCME Council Representative			
Leonard Woodside Superintendent	Mark Servick Local President			

#### APPENDIX A

## ANCHOR BAY SCHOOL DISTRICT AFSCME WAGE SCHEDULE

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

Transportation

Mechanic

Mechanic Helper

**Bus Driver** 

**Bus Attendant** 

Custodial

Custodian

**Custodian Plus** 

Maintenance

Multi-Trade

Multi-Trade Helper

Utility

Cafeteria

**Head Cook** 

Cook

Cook's Helper

Lunch Aide

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

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

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

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

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

#### **APPENDIX A**

#### **APPENDIX A-1**

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

#### **Letters of Understanding**

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

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

#### The parties mutually agree to the following:

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

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