



**Bargaining Agreement**

**Anchor Bay Board of Education**

**And**

**Anchor Bay Paraprofessional Association, MEA-NEA**

**August 24, 2022 - June 30, 2026**

**Contents**

PREAMBLE ..... 3

PURPOSE..... 3

ARTICLE 1 RECOGNITION ..... 3

ARTICLE 2 RIGHTS AND RESPONSIBILITY OF THE BOARD ..... 3

ARTICLE 3 REPRESENTATION ..... 4

ARTICLE 4 SENIORITY ..... 5

ARTICLE 5 FORCE REDUCTION ..... 6

ARTICLE 6 ..... 8

TRANSFERS, VACANCIES, NEWLY-CREATED POSITIONS, AND BIDDING  
PROCEDURES..... 8

ARTICLE 7 PROMOTIONS OUTSIDE THE BARGAINING UNIT..... 11

ARTICLE 8 GRIEVANCE PROCEDURE ..... 11

ARTICLE 9 DISCIPLINE AND DISCHARGE ..... 14

ARTICLE 10 NO STRIKE..... 15

ARTICLE 11 PHYSICAL EXAMINATIONS ..... 15

ARTICLE 12 HOURS AND OVERTIME ..... 16

ARTICLE 13 MISCELLANEOUS ..... 18

ARTICLE 14 BONUS DAY PAY ..... 19

ARTICLE 15 HOLIDAYS ..... 20

ARTICLE 16 NON-COMPENSABLE LEAVE..... 21

ARTICLE 17 COMPENSABLE LEAVE ..... 24

ARTICLE 18 INSURANCE PROVISION ..... 26

ARTICLE 19 HEALTH INSURANCE ..... 28

ARTICLE 20 LIFE INSURANCE ..... 28

ARTICLE 21 DENTAL INSURANCE ..... 29

ARTICLE 22 LONG TERM DISABILITY INSURANCE..... 29

ARTICLE 23 OPTICAL INSURANCE..... 29

ARTICLE 24 OPTIONAL TAX ANNUITY ..... 29

ARTICLE 25 LONGEVITY ..... 29

ARTICLE 26 TERMINAL LEAVE..... 30

ARTICLE 27 WAIVER ..... 30

ARTICLE 28 RATIFICATION ..... 31

ARTICLE 29 DURATION ..... 31

ARTICLE 30 STIPEND SCHEDULE - ACADEMIC GROWTH..... 32  
APPENDIX A..... 34  
APPENDIX A-1 WAGE SCHEDULE ..... 34

## **PREAMBLE**

This Agreement, entered on the August 24, 2022, to June 30, 2026, is between the Board of Education of the Anchor Bay School District, Counties of Macomb and St. Clair, State of Michigan (the “Board” or “Employer”) and the Anchor Bay Paraprofessional Association, MEA/NEA, (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: In accordance with the Michigan Public Employment Relations Act (“PERA”), as amended, the Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining as to wages, hours of employment, and other conditions of employment for the term of this Agreement, of all Board employees included in the bargaining unit described below. This recognition clause applies to employees and not to work.
- 1.02: All Lunch-paraprofessionals and paraprofessionals, excluding all secretarial positions, inclusive of central office receptionist, administrative positions, security personnel, early childhood, preschool 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, 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 Constitutions of Michigan and the United States, including but without limiting the generality of the foregoing the right to:
- 2.01.01: The executive management and administrative control of the District and its properties, facilities, and activities of its employees.
- 2.01.02: Hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotion, and to promote and transfer all such employees.
- 2.01.03: Decide on the means and methods of performing the work covered by this Agreement.

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

2.01.05: Determine the work schedules, hours of work, duties, 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.

2.02: The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of related policies, reasonable rules and regulations, and practices, and the use of judgment and discretion in connection therewith, shall be limited only by the specific terms of this Agreement to the extent that those terms which conform with the laws and Constitutions laws of Michigan and the United States.

2.03: The Board's rights and responsibilities delineated above are subject to the PERA, as amended.

### **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: At the beginning of the school year, the Association shall advise the Board of the officers and building representatives to cover the employees in the bargaining unit. 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 District.

3.04: Vacancies occurring in bargaining unit positions shall be posted by the Board on designated 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.

3.04.01: 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.

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 SENIORITY**

4.01: 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 non-compensable 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 loss of six (6) months seniority date adjusted to July 1, 1990.)

4.01.01: 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. The Association will be provided a list of terminated employees and newly-hired employees who have completed their probationary period.

4.01.02: Part-time employees shall receive PTO leave and holiday pay on a pro-rated 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 are not eligible for bonus pay benefits

4.01.03: 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.

4.01.04: Seniority acquired by an employee from another bargaining unit may be used in this unit for fringe benefits only and only to the extent that fringe benefits are available under this Agreement.

4.02: New employees hired by the District from the outside shall be probationary for the first sixty (60) work days of their work year. Upon success of completion of the probationary period, the new hire 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 are not entitled to fringe benefits earned by regular assigned employees not on probation.

4.03: Seniority shall be broken and employment in the District ended if the employee:

- 4.03.01: Quits.
- 4.03.02: Is discharged and the discharge is not reversed through the grievance process.
- 4.03.03: Is absent for five (5) consecutive work days without proper notice to the Employer and fails to give a satisfactory explanation for the absence.
- 4.03.04: Fails to return to work when recalled from layoff as set in the recall procedure provided herein.
- 4.03.05: Overstays a leave granted for any reason under this Agreement.
- 4.03.06: Is on layoff for a period exceeding one (1) year or the duration of their seniority at the same time of layoff, not to exceed two (2) years.
- 4.03.07: Desires to return back to the bargaining unit twelve (12) months or more following a promotion outside the bargaining unit.
- 4.03.08: Is on non-compensable leave of absence for a period greater than two (2) years in duration.

## **ARTICLE 5 FORCE REDUCTION**

5.01: Reduction in force (layoff) may occur because of a decrease in operating revenue, declining enrollment, or a decrease in work. The decision of the Board 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 lunch-paraprofessionals.

### **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. LUNCH-PARAPROFESSIONALS**

Once an employee acquires paraprofessional status, the employee will always maintain that status for bidding purposes only.

- 5.01.01: In the event of layoff, District representatives will meet and inform representatives of the Association of the reductions to be made, as set forth in 7.02.01.
- 5.01.02: For each layoff period, reduced employees 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 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 as any increase in hours or wage. Employees cannot bump into a position with an increase in hours. If no position exists with equal hours, the employee will bump the least senior employee in the position with the closest amount of hours.
- 5.01.03: 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 his/her classification. Paraprofessional and lunch-paraprofessionals may not bump into each other’s classification.
- 5.01.04: An employee bumping into another job must be qualified and able to perform the job satisfactorily within sixty (60) work days. If the bumping employee does not meet this standard, the bumping 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.
- 5.01.05: 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.
- 5.02: The Employer shall notify in writing the employee(s) to be laid off at least ten (10) work days before such layoff. If bumping results 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. All bumping must be completed before the layoff date.
- 5.03: The Employer shall provide the Association President and the Association Secretary a copy of the layoff notice before the notice is sent to the employee(s) affected.
- 5.04: In an emergency which requires the layoff of employees, the employees affected may be laid off without regard to seniority for periods of short duration. This section shall operate only when the layoff period is five (5) work days or less. In such event, the affected employees may continue their pay through use of vacation or PTO pay.



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

5.06: Laid off seniority employee(s) shall be recalled in the inverse order of 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 that employee's last known address and attempting to reach that residence by telephone. A copy of the recall notice will be sent to the Association President. The employee shall report to work within seven (7) days after the mailing date of the certified letter. An employee who fails to timely report upon recall shall be terminated.

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

6.01: A vacancy is 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 within the bargaining unit. The addition of one-half (1/2) hour or less to a daily work schedule does not create a vacancy. This section does not apply to vacancies outside the bargaining unit.

6.01.01: All vacancies shall be posted in all buildings within five (5) work 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 these procedures.

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

6.01.03: Posting of job vacancies shall be for a period of five (5) work days, during which time the employee desiring to bid for the job shall apply for the position through the districts online applicant tracking system within this time limit. An employee's failure to apply during this time bars that employee from a grievance for not being selected.

6.01.03.01: 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 work 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.

6.01.03.02: 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. Every Student Succeeds Act (ESSA).

6.02: For 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 comply with Sections 7.02.01 and 7.03.

6.02.01: Movement from one job to another will be based on seniority, qualifications, performance, and ability. 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 district software applications, MCIR, and office copy machines.
- b) Library Technology Paraprofessionals: Demonstrated ability to use computers to manage instructional software, operate audiovisual equipment, operate 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. (Training until demonstrated ability to be proficient within 19 work days. . .)
- d) Office Paraprofessionals: Ability to operate district software applications, demonstrated ability to be proficient in discipline and instructional techniques. Training until demonstrated ability to be proficient within 19 work days.

2. LUNCH-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 6.01.03.01.

6.02.02: The filling of a vacancy remaining open after the conclusion of the bid procedure outlined above shall be filled by a qualified applicant at the District's discretion within a reasonable time period.

6.02.03: A position posted as a temporary position may only be filled for thirty (30) work days. After thirty (30) work days, the position must be posted as permanent position.

- 6.03: Employees selected for vacancies through any process including posting or bidding shall be given a trial period not to exceed twenty (20) 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. During this time, the employee shall be permitted to transfer back to their former job or location at his/her request or shall be transferred back at the District's request on failure to meet the standards of performance required. The decision as to the employee's performance shall be based on the District's opinion and in consultation with the Association leadership, which is subject to the grievance procedure.
- 6.03.01: 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 the reason in writing. The decision as to qualifications shall be based on the District's opinion which is subject to the grievance procedure.
- 6.03.02: During the bidding procedure, the job opening may be filled temporarily as determined by the District.
- 6.03.03: A vacancy brought about through sickness, accident, or which is less than ninety (90) days of non-compensable leave shall not be subject to this section.
- 6.04: Whenever a lateral vacancy is filled, that employee is expected to remain on the job for a period of not less than one (1) year from the closing date of the bid before being permitted to exercise his/her rights to bid on another lateral vacancy. This requirement does not apply for promotional opportunities within the bargaining unit. Thereafter, Article 7 shall apply.
- 6.04.01: A temporary vacancy in a 7-or 8-hour position will be filled with the senior qualified employee within the building working six (6) hours or less. If this employee accepts, he/she will be paid their regular rate of pay.
- 6.04.02: Whenever a vacancy occurs as a result of the bidding process, a meeting (non-compensable) will be called during the bidding period in which all personnel shall be notified so that all qualified applicants are present for the purpose of exercising their right to bid and a determination of filling each vacancy shall be finalized within five (5) days.
- 6.05: 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 the temporary reassignment would cause undo disruption of the educational processes within the building.

**ARTICLE 7  
PROMOTIONS OUTSIDE THE BARGAINING UNIT**

- 7.01: If a bargaining unit employee is selected for promotion, a trial period not to exceed twenty (20) days shall be granted in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. During this time the employee is entitled to transfer back to his/her former job at either the employee's request or the District's request. (Selection for such position shall be at the District's discretion and shall not be the subject matter of the grievance procedure or any other procedure.)
- 7.02: If the employee returns to the bargaining unit during the trial period, he/she shall return to the employee's former position with no loss of previously-accrued seniority, including time spent in the trial period.

**ARTICLE 8  
GRIEVANCE PROCEDURE**

- 8.01: A claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement shall be deemed a grievance.
- 8.02: The time limits for movement of a grievance through the process shall be strictly followed and may be relaxed or extended only by mutual consent of the parties in writing. If 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. If the District fails to supply the 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 that appeal, commencing with the expiration date of the District's grace period for answering.
- 8.03: All specified time limits consist only of assigned work days.
- 8.04: Each grievance must 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 the 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) work days before the filing of the grievance. Employees shall be considered to have knowledge of information appropriately published by the District. Settlement of delayed grievances, as provided, shall not be retroactive to any date prior to the date of the filing.

8.05: STEP 1

8.05.01: The aggrieved employee(s) may take the matter up with their building principal or department director on an informal basis.

8.06: STEP 2

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

8.06.01.01: The written grievance shall set forth a specific article or paragraph of the article allegedly violated, misinterpreted, or misapplied, along with a statement of the relief sought and signature of the aggrieved person and the Association Representative.

8.06.01.02: 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.

8.07: STEP 3

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

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

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

8.08: STEP 4

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

8.08.01.01: Upon the Employer's receipt of the written notice of intent to arbitrate a particular grievance which has been submitted to the Local 1 Arbitration Department, all time limits for arbitration in the Agreement shall be held in abeyance. If the Employer determines sufficient time has elapsed to process the grievance, the Employer may activate the tolling of the time limits by serving notice to the Local 1 Arbitration Department. The notice shall be delivered to MEA/NEA Local 1 Arbitration Department by certified mail notifying MEA/NEA Local 1, 38550 Garfield, Suite B, and Clinton Township, MI 48038-3427. The time limits to select an impartial arbitrator shall begin on the 10th work day after receipt of such notice.

The parties shall attempt to agree on 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 that demand to the opposite party. The arbitration shall be conducted by the American Arbitration Association.

8.09: The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation, or misapplication of specific provisions of this Agreement.

8.09.01 If the grievance sought to be arbitrated is not specifically covered by this Agreement, then the arbitrator shall have no authority to rule on the merits of the grievance.

8.09.02 The conduct of the hearing shall be paid one-half (1/2) by the Association and one-half (1/2) by the Employer. All other expenses shall be borne by the party incurring them.

8.09.03 So long as the arbitrator does not exceed his/her authority as provided in this Agreement, the arbitrator's decision is final and binding on the Association, all bargaining unit employees, and the Employer.

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

- 8.09.05 The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date for the affected position from other district sources and shall deduct from such back-pay an amount equal to any compensation the grievant may have received for the affected positions from other District sources during the applicable time period.
- 8.09.06 The arbitration proceedings will be conducted pursuant to the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
- 8.09.07 Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.
- 8.10: Neither party shall be permitted to assert in such arbitration proceedings, any grounds, or to rely on any evidence not disclosed to the other side by at least the third (3rd) Step.
- 8.11: A grievance may be entertained in or advanced to Step 2 of the grievance procedure if the parties jointly agree.
- 8.12: In grievances involving discharge, the Association 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) work days from the time of presentation of the notice to the President. If a written grievance is filed, the Superintendent or designee shall have five (5) work days in which to arrange a meeting. Normal time limits shall apply thereafter.
- 8.13: The selection of the grievance procedure or any other forum for dispute resolutions involving matters included in this Agreement shall be mutually exclusive. If courts, either federal or state, M.E.R.C., or this grievance procedure is begun, any other procedure is temporarily postponed until the dispute is resolved. This provision shall not deny an individual employee to pursue multi-forums for dispute resolutions.

## **ARTICLE 9 DISCIPLINE AND DISCHARGE**

- 9.01: Any discipline including discharge shall be for just cause.

**ARTICLE 10  
NO STRIKE**

10.01: 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 bargaining unit employees for any reason. No officer or representative of the Association or bargaining unit employee is empowered to provoke, instigate, cause, participate in, assist, encourage, or prolong any such prohibited activity. The Board shall not authorize or encourage the same nor lock out employees. Employees violating any of the above conditions shall be subject to disciplinary action, including discharge.

10.02: The Association shall have no liability under this article if it posts notices immediately at any or all schools affected, advising that such action is unlawful, in violation of this Agreement, and not authorized by the Association. The Association will also advise 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 promptly return to their regular duties.

**ARTICLE 11  
PHYSICAL EXAMINATIONS**

11.01: The initial medical examination for employment of new personnel is to be paid by the District and shall consist of a negative T.B. test. Health examinations shall comply with Section 11.02.

11.02: HEALTH EXAMINATION PROCEDURES

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

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



11.02.03.01: An employee, who in the performance of his/her job responsibilities, comes in contact with any student's blood or other bodily fluids, will be advised of all health risks as permitted by law. All employees shall be provided with appropriate medical coverage for any work-related health problems without regard as to whether the employee otherwise qualifies for medical health insurance.

11.02.04: If there is medical evidence or reason to suspect that an employee is not able to perform the essential functions of his/her job, the District may require that the employee be examined by a physician or psychiatrist appointed by the District, at the District's expense. The opinion of the District'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 District 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.

11.02.05: Any employee unable to work due to illness, may be required to provide evidence from a physician (M.D., D.O.) to establish that the employee's condition warrants his/her return to work. If an employee is absent for work as a result of illness for a longer period of time and in the opinion of the Board there is uncertainty as to the employee's ability to perform the essential functions of his/her job or uncertainty as to the employee's condition, the Board may require that the employee be examined, at the District's expense, by a physician appointed by the District who shall certify whether the employee is capable of performing the essential functions of his/her job and is able to return to work. The opinion of the District'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 District, by an appropriate specialist in the area of controversy, selected by District and the Association for final determination in the matter which shall be binding on the parties.

## **ARTICLE 12 HOURS AND OVERTIME**

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

12.02: The normal work day for 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  
(All paraprofessionals working in offices) 4 – 6 HOURS
  - e) Elementary, Secondary, Special Education,  
Title I, Building Paraprofessionals  
and grant-based paraprofessionals. 3 – 6.5 HOURS
2. Lunch Paraprofessional 2.5 HOURS

All paraprofessionals who are scheduled to work the first student day of the school year, shall work their full bid time regardless of the school day schedule.

Previous full-time paraprofessionals shall have first priority for any six (6) hour 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).

12.02.01: The District 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 District representatives before they are put into effect.

12.02.02: If hours are reduced within this bargaining unit, hours shall be reduced equally on a District-wide basis. If hours are to be reduced, the District will meet with Association Leadership to inform them of reductions.

12.03: The normal work year for regular full-time paraprofessionals shall be as expressed below:

	BEFORE FIRST STUDENT SCHOOL DAY	AFTER LAST STUDENT SCHOOL DAY
Paraprofessional - Data	2 Week	1 Week
Paraprofessional - Library	1 Week	1 Week
Paraprofessional - Special Education, Title I, Elementary, Secondary, Grant- based.	2 Days	2 Day
Paraprofessional - Instructional/Medical/Counseling/ Office/Building	2 Days	2 Day
Paraprofessional - Lunch	2 Days	None

12.04: A regular start time for each position will be established at each school site 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 .

12.05: All employees are entitled to not more than two (2) ten (10) minute breaks per day pro-rated to an eight (8) hour work day and assigned by the immediate supervisor: Additional time not to exceed thirty (30) minutes in total may be permitted, provided the immediate supervisor can reasonably schedule such time.

12.06: Overtime will be paid in accordance with all applicable laws. Employees scheduled to work four (4) hours or more overtime shall have a second lunch period pro-rated consistent to the amount of overtime worked, that lunch period will not be less than twenty (20) minutes.

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

12.06.02: Overtime work will be equalized as near as possible among employees in the same job classification within the building.

12.07: The normal work week shall be considered Monday through Friday. This standard, however, shall not preclude the District from assigning as a normal work week other than Monday through Friday, so long as the altered work week coincides with student attendance/services being provided to students during such non-traditional work week.

12.08: 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. As a measure of income protection, all bargaining unit employees shall receive their regular pay on the first three (3) "Act of God" days provided the employee does not have any current non-compensated absences and did not have any non-compensated absences in the previous school year. Such days shall not accumulate and are not subject to any type of pay out.

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 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.

### **ARTICLE 13 MISCELLANEOUS**

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

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

13.03: If an employee is not able to report for assigned duties, the employee shall report his/her absence on the District attendance management system at least (2) hours before the beginning of the first (1st) hour assignment as listed on the daily work schedule. The employee shall identify him/herself, identify the location of employment, and give the reason for absence. Employees are not to leave the building during their regular work assignment without permission or approval by the Building Principal or designee.

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

13.05: If the District 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 bargaining 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 bargaining unit employees. Compensation may exclude fringe benefits and the position may be terminated as determined by the District.

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

**ARTICLE14  
BONUS DAY PAY**

14.01: Employees shall not have vacations, but those with a bid time of 6 hours or more shall be paid in lieu of such at the conclusion of the work year. Employee will also have the option to receive up to five days of bonus pay during the winter (December) break if the employee notifies the payroll office of such intent no later than December 1<sup>st</sup> of the year. Eligibility for bonus 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 to 25 years	16 Days
After 25 years	25 days

14.02: Bonus Day pay will be deducted on a pro-rated basis for any month in which the employee does not work the majority of the work days in that month, exclusive of Section 18.04. Work days paid for by the District shall be considered as days worked for the purpose of this section.

14.02.01: Ten (10) month employees shall not take bonus on scheduled school days. An employee may take a maximum of five (5) consecutive days off per year without pay, provided the request has been approved by HR and his/her respective operational assignments are adequately covered.

14.03: Bonus pay days shall be calculated to the nearest whole day; 5/10th's or more being considered a whole day and anything less being dropped.

14.04: Upon retirement, termination, or layoff, an employee will receive money in lieu of any bonus day pay remaining as of the time of such layoff, termination, or retirement. If the laid off employee is recalled, his/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 15 HOLIDAYS**

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

### 10 MONTH EMPLOYEES - 1ST YEAR

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Full Day before Christmas  
Christmas Day  
New Year's Day  
Two (2) days of spring break  
Memorial Day

The paraprofessional paid holiday schedule is as follows:

Six (6) or more hours per day will receive twelve (12) paid holidays

The Friday before Labor Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Full Day before Christmas  
Christmas Day  
Two (2) Days of Winter (December) Break  
New Year's Day  
Two (2) days of spring break  
Memorial Day

Four (4) hours per day through less than six (6) hours per day will receive seven (7) paid holidays

Thanksgiving Day  
Friday after Thanksgiving Day  
Full day before Christmas  
Christmas Day  
New Year's Day  
One (1) day of spring break  
Memorial Day

Less than four (4) hours per day will receive four (4) paid holidays

Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day  
New Year's Day

If the Wednesday before Thanksgiving is scheduled in the school calendar as a day when students and certified teachers are not present and instruction is not scheduled, the day will be observed as a holiday. Winter break is defined as the break occurring in December/January. If the Fourth of July falls within a scheduled work-week, the day will be observed as a holiday.

15.02: When any of the above observed holidays fall on a day school is in session, those employees required to work shall receive double time for all hours worked on the observed holiday.

15.03: To entitle an employee to receive holiday pay, he/she must have worked the last scheduled work day before the holiday and the first scheduled work day after the holiday. Those employees on approved vacation leave or approved PTO (paid time off) leave shall have those days counted as worked.

## **ARTICLE 16 NON-COMPENSABLE LEAVE**

16.01: Leaves without pay or benefits for seniority employees will be granted in accordance with the specified provision for each type of such leave as provided in this Agreement, for uniformed service, health-related incapacity, maternity, and union representation. Employee request for unpaid or non-compensated time off other than a non-comp leave of absence will not be granted until approved by HR and app paid time is exhausted.

16.01.01: Leave for other purposes may be granted, but shall be subject to the consent and approval of the Superintendent or designee without recourse to the grievance procedure. Employees granted such leave shall report for duty upon the leave's termination, or be subject to Section 5.03 and Article 10.

16.01.02: All requests for leave and the approval shall be in writing, and shall provide for the date such leave begins and ends. The employee shall give written notice of request for leave ten (10) days before the actual date such leave begins. In an emergency, the prior notice requirement may be waived. If an employee desires to return to before the leave's expiration date, he/she shall give written notice to the Employer ten (10) days before the desire to return, and the District shall have the option of permitting said return. An employee returning from leave before 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 before the requested date may not displace a bargaining unit employee from a position.

16.02: Subject to the Family and Medical Leave Act, seniority employees who have exhausted their accumulated PTO days may be placed on a non-compensable leave without fringes which will be effective at the commencement of the next month from the beginning date of the non-compensable leave.

16.02.01: Employees granted such leave shall be required to report for duty upon that leave's termination. Failure to report will result in dismissal. A leave extension at the discretion of the Superintendent or designee may be granted, providing the employee makes an extension request at least thirty (30) days before termination of the employee's present leave.

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

16.03.01: Receive an honorable discharge from the uniformed services;

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

16.03.03: Applies to the District for re-employment within ninety (90) days after release from uniformed service; shall be restored to work or to a job of like nature, seniority status or pay, provided a vacancy exists for which the employee qualifies. Conformance with conditions established by federal and state laws in this matter shall prevail.

16.04: **MATERNITY LEAVE**: While an employee may use PTO 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 if the leave is limited to the period of disability if it continues beyond the period otherwise allowed by law.

- 16.04.01: Unpaid leaves of absence for reason of child birth shall commence no sooner than four (4) weeks before the expected birth date unless the District is provided medical proof of the necessity to discontinue employment sooner. The employee may, if she so desires, work as long as she is able to perform the essential functions of her job. The employee is expected to return to work within eight (8) weeks of the birth of the child, unless medical proof is provided which indicates that the employee is unable to perform the essential functions of her job duties. The District reserves the right to confirm any medical proofs required herein by physical examinations performed by a physician appointed by the District and the Association whose opinion shall be final.
- 16.04.02: The length of permitted leaves of absence for pregnancy shall be controlled as above set forth. The District will not employ a replacement for an employee on maternity leave but will fill the vacancy on a temporary basis with a substitute. Before the return from maternity leave, the employee shall give the District 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 the maternity leave.
- 16.04.03: The Family and Medical Leave Act may apply in place of leave provisions stated above.
- 16.05: 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.
- 16.06: 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. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.
- 16.06.01: 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 before the actual date desired, receive temporary leave of absence without pay for a period not to exceed one (1) year.
- 16.06.02: 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.
- 16.07: 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 non-compensable leave for a period not to exceed one (1) year.



16.08: Seniority employees who have been granted a non-compensable 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, the employee shall return to the same job and building where he/she worked before, providing the employee is still qualified and competent to perform the essential functions of that position. The employee who temporarily filled the job created by the leave shall return to the position held before the leave occurred. A vacancy resulting from granting non-compensable leave of more than ninety (90) days shall be posted for five (5) work days, and the successful bidder shall fill the job no later than ten (10) work 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 District.

## **ARTICLE 17 COMPENSABLE LEAVE**

17.01: Each employee covered by this Agreement shall accumulate Paid Time Off (PTO) leave allowance as follows:

Accumulation of "days" shall be based on the hours the employee worked when the "days" were earned and shall accumulate for those working less than a full day on an hourly basis. Part-time employees eligible for PTO shall be credited as follows: hours worked (per day) seven (7) hours x (times) the yearly value of the benefit - prorated yearly value of the benefit.

Leave allowance is as follows:

- Employees working six (6) or more hours per day receive twelve (12) PTO days per year
- Employees working less than six (6) hours per day, but more than four (4) hours per day receive ten (10) PTO days leave per year
- Employees working less than four (4) hours per day receive four (4) days PTO leave per year

17.02: Probationary employees will accumulate PTO leave allowance Day 1, but may not use such leave until 90 calendar days.

17.03: 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. Any unused PTO days over seventy-five (75) at the end of the year will be converted to pay, at a rate equivalent to 50% of the regular hourly rate and may not be accumulated or carried over to the following year.

- 17.04: An employee's authorized PTO leave absence shall be chargeable to his/her accumulated PTO leave allowance. An employee while on compensable PTO leave only shall be on continuous employment for the purpose of computing all benefits, except as provided in Section 18.09.
- 17.05: 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) work days not to be charged against the employee's accumulated PTO leave to arrange for or attend the funeral and burial. The immediate family shall be termed to be: spouse, child, parent, sibling, grandchild, grandparent, parent-in-law, step-parent, stepchild, brother-in-law, and 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 accumulated PTO leave to arrange for and attend the burial of an aunt, uncle, niece, or nephew.
- 17.06: Sick leave may be used to the extent of the employee's accumulated PTO leave for whatever reason as approved by their immediate supervisor. No more than three (3) PTO days may be used consecutively except in the case of emergency, and/or a doctor note is provided on the fourth (4<sup>th</sup>) day of the absence.
- 17.07:
- 17.07: PTO days may not be taken immediately before or following a holiday unless approved by Central Office.
- 17.08: If an employee is assigned jury duty, that employees will be compensated for the difference between fees received as a juror and that which the employee would have received if working for the District on a straight time basis. Any sums paid as a result of jury duty shall not be chargeable against accumulated PTO leaves. Such payment for jury duty shall be permitted no more than once in any fiscal year.
- 17.09: An employee shall not accumulate PTO leave during any month in which the employee works less than the majority of scheduled work 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 the employee desires to continue coverage.
- 17.10: If an employee's injury on the job exceeds ten (10) work days and that employee is entitled to benefits under the Worker's Compensation Act, the District will pay for the first five (5) work days not covered by Worker's Compensation based on the average weekly earnings. Thereafter, PTO leave shall apply, if applicable, until accumulated PTO leave has been exhausted. When an employee is released by a duly-certified physician, the employee will be placed back on the job and location before the injury occurred, provided the employee is capable of performing the essential job functions, to which seniority entitles the employee, subject to Section 12.02.

## **ARTICLE 18 INSURANCE PROVISION**

- 18.01: The District will pay all life and health insurance premiums for employees on compensable leaves of absence for the first ninety (90) calendar days of PTO leave, subject to 19.02 and subsections.
- 18.02: Employees who work seven (7) hours or more daily are 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.
- 18.02.01: **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 District.
- 18.03: Eligibility for fringe benefits made available by the District is subject to the terms and conditions determined by carriers selected by the District.
- 18.04: 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 January 1<sup>st</sup> will govern as to the commencement and duration of benefits, nature and amount of benefits, and other aspects of coverage.
- 18.05: The employee is responsible to report, in writing, to the District within thirty (30) days following any change in family status which affects insurance coverage. If there is failure to comply with the above requirement, an employee is responsible for any overpayment of premium made by the District on his/her behalf.
- 18.06: After attaining seniority, the District 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.
- 18.07: **FLEX BENEFIT COMPENSATION PLAN**: An employee eligible for benefits may elect to participate in the flex plan. Compensation for non-participation (Opt Out) in the health flex plan will be a cash rebate pro-rated in December of each year on the conditions that: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

	<b>CORE</b>	<b>OPT OUT</b>
HEALTH	\$1000/\$2000 deductible Employee pays amount over the hardcap amount.	
		CASH REBATE \$2,000.00

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

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

18.07.01: The Flex Benefit Plan shall be administered in compliance with Section 125 of the IRS Code. The flex plan shall provide a participant a choice between cash and a nontaxable benefit. To participate, the following conditions must be observed: (a) the participant must voluntarily cancel his/her 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 pro-rated.) If a participant experiences a change in the family status (life event), as defined by the IRS, the irrevocable period will be relaxed.

18.07.02: For each "Opt Out" elected by an employee, the District 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 this Agreement. 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.

**ARTICLE 19**  
**HEALTH INSURANCE**

19.01: Upon submission of a written application, the District 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.

19.02: The District shall make available to each eligible bargaining unit employee the following hospitalization and insurance benefits: D.C. Rider, single subscriptions, couple subscriptions, or full family subscriptions for Blue Cross/Blue Shield insurance benefits, with a minimum deductible of \$1,000.00 for single subscriber and \$2,000.00 for individual and spouse and for full family with prescription coverage. The District shall pay up to the applicable the statutory “hard cap” amount. Any remaining cost of the employee’s medical benefit plan costs shall be paid by the employee through pre-tax payroll deduction which shall occur in 24 pay periods during the period. If the minimum deductible necessary for a medical plan to comply with health saving account eligibility is 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, with coverage to be continuing throughout the period of employment, including summer months.

The parties will meet every other year to discuss insurance options.

19.03: 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).

19.04: After completing the probationary period, the District shall pay the cost of the health insurance protection provided herein for each eligible employee, subject to the limitations of the statutory “hard cap.”

**ARTICLE 20**  
**LIFE INSURANCE**

20.01: **GROUP TERM LIFE INSURANCE**: Upon submission of a written application, the District shall make available to each employee Group Term Life Insurance by a company of the District’s choice. The policy limit to be paid to the designated beneficiary shall be \$ 20,000, 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.

20.02: The District shall pay the cost of the life insurance protection provided herein and to the extent provided herein for each eligible employee.

**ARTICLE 21  
DENTAL INSURANCE**

21.01: Upon submission of a written application, the District shall make available to each eligible employee a dental care plan by a carrier of the District's choice.

**ARTICLE 22  
LONG TERM DISABILITY INSURANCE**

22.01: Upon submission of a written application, the District 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 age sixty-five (65).

**ARTICLE 23  
OPTICAL INSURANCE**

23.01: Upon submission of a written application, the District shall make available to each eligible employee an Optical Insurance Plan by a carrier of the District's choice.

**ARTICLE 24  
OPTIONAL TAX ANNUITY**

24.01: If an employee elects not to be covered by the hospitalization insurance as provided in Article 20, that employee shall be eligible for District-approved annuity program and will receive a pro-rated 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. If an employee chooses and is accepted to participate in the "Opt Out" of the health insurance plan, the maximum annual annuity will be adjusted to conform with Section 19.07.

**ARTICLE 25  
LONGEVITY**

25.01: 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 pro-rated basis following the appropriate anniversary date as follows:

		7/01/07
		<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
After 20 years or more	-	\$1.00

**ARTICLE 26  
TERMINAL LEAVE**

26.01: Any PTO leave days accumulated shall be controlled as follows:

26.01.01: Upon retiring under the Michigan Public School Employment Retirement System; and when the district receives written notice from the employee ninety (90) days in advance of his/her last day of work, the employee will receive payment for one-half (1/2) of his/her unused accumulated PTO leave days earned under Section 18.03 at the employee's current daily wage rate.

26.01.02: 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 PTO leave days under Section ~~18.03~~ 17.03 at the employee's current wage rate.

**ARTICLE 27  
WAIVER**

27.01: The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment. 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.

27.02: 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 28  
RATIFICATION**

- 28.01: The Association shall 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.
- 28.02: A negotiating team for the Anchor Bay Board of Education will recommend to the Board that this Agreement be ratified.
- 28.03: This Agreement was ratified by the Paraprofessional Association, MEA/NEA on and the Anchor Bay Board of Education on August 24, 2022.

**ARTICLE 29  
DURATION**

- 29.01: If either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, written notice of such intent shall be served sixty (60) days before the termination date. If neither party gives notice of amendment, or if each party giving notice withdraws the same before the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice as specified above by either party sixty (60) days written notice before the current year's termination date.
- 29.02: 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.
- 29.03: This Agreement and all its provisions, unless otherwise specified shall commence on and shall continue in full force and effect until June 30, 2026, subject to Article 28. 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, and approved by the Board of the Anchor Bay School District.
- 29.04 An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 *et seq.* may reject, modify, or terminate this Agreement as provided in that Act.



**ARTICLE 30**  
**STIPEND SCHEDULE - ACADEMIC GROWTH**

- 30.01: 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.
- 30.02: 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.
- 30.03: 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.
- 30.04: 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.
- 30.05: The Board may temporarily suspend this stipend at the beginning of the fiscal year for economic conditions.

**ANCHOR BAY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**ANCHOR BAY PARAPROFESSIONAL  
ASSOCIATION MEA/NEA**

\_\_\_\_\_  
By: Phillip Jankowski  
Its: Superintendent

\_\_\_\_\_  
By: Elizabeth Pyden  
MEA

\_\_\_\_\_  
By: Lisa Birkmeier  
Its: President

\_\_\_\_\_  
By: Jodi Quigley  
ABPA President



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By: Phillip Jankowski  
Its: Superintendent



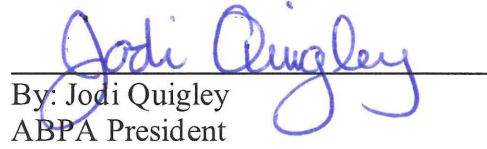
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By: Elizabeth Pyden  
MEA



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By: Lisa Birkmeier  
Its: President



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By: Jodi Quigley  
ABPA President



**APPENDIX A**

- 1) The Association has the right to bargain the rate for a newly-created position 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.
- 2) No claims for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.
- 3) Probationary rate shall be ten cents (10¢) less than the minimum rate within each job classification.
- 4) Bargaining unit members who are considered “highly qualified” for their position by providing official transcripts of completion of two years of study or more at an institution of higher education (equal to 60 semester hours); an associate’s degree or higher; provide proof of passing scores for the ETS Parapro assessment passing score of 460 or higher, have passed the Michigan Test for Teacher Certification (MTTC) – basic skills will receive an additional .25 cents per hour.
- 5) All members as of July 1<sup>st</sup> covered by the Collective Bargaining Agreement who remain actively employed shall receive a \$250.00 (two hundred and fifty dollar) bonus payment the first pay of October in 2022, 2023, 2024 and 2025.

**APPENDIX A-1  
WAGE SCHEDULE**

**OFFICE, LIBRARY, SPECIAL EDUCATION, MEDICAL & INSTRUCTIONAL  
PARAPROFESSIONALS & LUNCH PARAPROFESSIONALS**

<b>Para's</b>	<b>Step</b>	<b>Hourly Rate</b>
	<b>1</b>	<b>13</b>
	<b>2</b>	<b>14.00</b>
	<b>3</b>	<b>15.00</b>
	<b>4</b>	<b>15.38</b>
	<b>5</b>	<b>15.76</b>
	<b>6</b>	<b>16.15</b>
	<b>7</b>	<b>16.55</b>
	<b>8</b>	<b>16.96</b>
	<b>9</b>	<b>17.38</b>
	<b>10</b>	<b>17.81</b>
	<b>11</b>	<b>18.26</b>

	<b>12</b>	<b>18.71</b>
	<b>13</b>	<b>19.18</b>
	<b>14</b>	<b>19.66</b>
	<b>15</b>	<b>20.15</b>
<b>Lunch -Para</b>		<b>15.00</b>

- **September 1, 2023 all non-probationary bargaining unit members shall advance one step on the salary schedule.**
- **September 1, 2024 all non-probationary bargaining unit members shall advance one step on the salary schedule.**
- **September 1, 2025 all non-probationary bargaining unit members shall advance one step on the salary schedule.**