

Bargaining Agreement

and

**Anchor Bay School Office Employees Association, TPOAM
(ABSOEA)**

July 2019 – June 2024

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PREAMBLE

This Agreement, entered on the 1st day of July, 2019, to June 30, 2022 is between the Board of Education of the Anchor Bay School District, Counties of Macomb and St. Clair, State of Michigan ("Board" or "District" or "Employer") and the Anchor Bay School Office Employees TPOAM ("Association"). The term "Central Office" as used in this Agreement refers to administrators located in the District's Central Office, including the Superintendent, Assistant Superintendent, and Director of Human Resources.

PURPOSE

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

ARTICLE 1 RECOGNITION

- 1.01: Pursuant to and in accordance with all applicable provisions of the Michigan Public Employment Relations Act, as amended, the Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining as to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all Board employees included in the bargaining unit described below. This recognition clause shall be construed to apply to employees and not to work.
- 1.02: All /office managers and secretaries excluding Secretary to the Superintendent, Secretary/Administrative Assistant, Secretary/Personnel, Secretary to the Deputy Superintendent, Secretary to the Director of Community Services (Operations), Bookkeeper, Assistant Bookkeeper, Central Office receptionist, and other employees.

ARTICLE 2 RIGHTS AND RESPONSIBILITIES OF THE BOARD

- 2.01: The Board retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred on and vested in it by the laws and Constitutions of Michigan and the United States, including but without limiting the generality of the foregoing the right to:
- 2.01.01: The executive management and administrative control of the District and its properties and facilities and the activities of its employees.
- 2.01.02: Hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, to implement 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 grades and course of instruction, including special programs, and to provide for athletic, recreational, and social events for the students, all as deemed necessary or advisable by the Board.
- 2.01.05: Determine work schedules and work hours, employee duties, responsibilities, and assignments, and the terms and conditions of employment.
- 2.02: The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of related policies, reasonable rules and regulations, and practices, and the use of connected judgment and discretion, shall be limited only by the specific and express terms of this Agreement to the extent such specific and express terms conform with the laws and Constitutions of Michigan and the United States.
- 2.03: The rights and responsibilities of the Board delineated above are subject to the Michigan Public Employment Relations Act, as amended.
- 2.04: The Board shall furnish the Association President and Secretary one (1) copy each of the names of persons hired, within two (2) weeks following employment.

ARTICLE 3 REPRESENTATION

- 3.01: The Board will be advised of the names of the 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 the building representatives named to cover the employees in the bargaining unit. The Board will be advised of temporary appointments to those positions in the absence of a named grievance chair or building representative and the Board shall continue to deal with those temporary representatives until an official written notice of change is given to the Board.
- 3.03: The grievance chair and building representatives shall be permitted time during the work day to investigate grievances; however, such investigation shall not interfere with an employee's duties. Further, any such time shall be processed as Association release time under Article 17.06.
- 3.04: Vacancies occurring in non-instructional positions shall be posted by the Board on all bulletin boards. Employees interested must submit a letter of intent during the posting period. In addition, the president and secretary of the Association shall receive a copy of employment postings, school calendar, and changes of employment status related to secretaries such postings or notices shall be considered informational only.
- 3.05: A bulletin board will be available in each building for posting notices and other materials. The Association assumes the responsibility for all material posted on this board. 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 at the time of posting or mailing.

- 3.06: The Association will be permitted the use of school facilities for Association business meetings, 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.

ARTICLE 4 SENIORITY

- 4.01: There shall be a seniority list for bargaining unit employees. Seniority of all such employees shall commence with the first day of employment in a permanent assignment as an office manager or secretary in the District.

4.01.01: The Association President shall be furnished a seniority list of employees on or about November 1st of each year setting forth in order of their seniority each employee's name, seniority in the current job classification, and seniority in the unit. Seniority previously accrued in the current job will be noted on the seniority list, then, when appropriate, folded in as the total current job seniority for bidding and bumping purposes. The seniority of more than one (1) employee hired on the same date shall be determined alphabetically by last name, first name, and middle initial, respectively. The Association President will be provided with a list of employees terminated and a list of new employees who have completed their probationary period.

4.01.02: When the Employer furnishes the Association with a seniority list as stated above, each employee and the Association shall have accepted the seniority list in total if no objections have been received within five (5) work days following the distribution of the seniority list.

4.01.03: The seniority acquired by an employee from another District bargaining unit may be used in the unit for fringe benefits only and only to the extent that fringe benefits are available as prescribed in this Agreement.

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

4.01.04.01: New employees who are hired into the bargaining unit but have previously been employed in the District for more than ninety (90) work days shall serve only sixty (60) work days.

4.01.04.02: Employees who are hired into the bargaining unit but have previously been employed in the District and received fringe benefits in their previous position with the District shall continue to receive fringe benefits.

4.01.04.03: Employees who are hired into the bargaining unit but have previously been employed in the District and did not qualify for fringe benefits shall be subject to a sixty (60) work day waiting period.

4.02: Seniority shall be broken and employment in the District ended for the following reasons:

4.02.01: If the employee quits.

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

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

4.02.04: If the employee fails to return to work when recalled from layoff as set forth in this Agreement's recall procedure.

4.02.05: If the employee overstays a leave granted for any reason as stated in this Agreement.

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

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

4.02.08: If an employee is on non-compensable leave of absence for more than two (2) years.

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 Association recognizes that the Board's decision to implement layoffs is final. Layoff shall take place by classification within the secretarial bargaining unit according to the need as determined by the Employer. In the event of layoff,

Administration will meet and inform Association representatives of the reductions to be made. Layoffs shall be made in the following order.

5.01.01: Seasonal and temporary employees, , as provided in this Agreement, then regular full-time probationary employees shall be laid off first.

5.01.02: For each layoff period, the least senior employee in the affected job classification shall be removed. That employee shall have the right to accept the layoff or exercise his/her unit seniority right to bump. An employee may only bump into a job classification having an equal or less base hourly rate. In exercising a bump, the least senior employee in the affected job classification removed may bump the least senior employee in the next lower pay level as determined by the base hourly rate, and according to the sequential order as expressed below.

- 1) /Office Manager
- 2) Secretary

5.01.03: The least senior employee(s) who remain(s) unplaced after the bumping is completed shall be laid off.

5.01.04: An employee bumping into another classification must be qualified and able to perform the job satisfactorily within twenty (20) work days. Otherwise, the employee shall be removed from the position and placed on layoff status. The next most senior employee on layoff status in the affected area will be offered the position.

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) calendar days before the layoff. If bumping results from the layoff, the first employee affected shall exercise her/his bumping rights in writing within two (2) days of layoff notice. A meeting will be held immediately with all employees that may be affected by the layoff, and all bumping must be completed before the date of the layoff.

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

5.04: For an emergency which requires employee layoff, the affected employees may be laid off without regard to seniority for periods of short duration, apply limited to five (5) work days or less.

5.05: The Association President, Grievance Chair, and one (1) other Association officer as determined by association election shall have preferential seniority for the purpose of layoff, provided that those employees are qualified to perform the duties of the available job.

- 5.06: Following the provisions of section 7.02, laid-off seniority employee(s) shall be recalled in the inverse order of the layoff. The most senior employee(s) shall be recalled to the first opening in the job classification from which the employee was laid off, or, if the employee had bumped from his/her original position. Notice of recall shall be accomplished by both mailing a certified letter to the employee's last known address and attempting to reach the employee by telephone, using the employee's last known telephone number. A copy of the recall notice shall be sent to the Association President. The employee is required to report to work within seven (7) calendar days after the postmarked date of the recall notice.

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.
- 6.01.01: All vacancies and newly-created positions shall be posted in all buildings within five (5) work days from the date of the vacancy or the creation of the new position and shall be filled either through a lateral transfer, the bidding system, or new hire in accordance with this Agreement.
- 6.01.02: The notice posted shall set forth the job title, qualifications for the job, shift, and location of the opening.
- 6.01.03: Posting of job vacancies or newly-created positions shall be for a period of five (5) work days. Any employee desiring to bid for the job shall forward to the Central Office a letter expressing interest within this five (5) work day time limit. An employee who fails to timely apply for the job vacancy cannot file a grievance for not being selected.
- 6.02: For a vacancy in a classification, the most senior full-time employee in the affected job classification wishing to make a lateral transfer within a job classification shall be granted the transfer. Lateral transfer shall be restricted within the pay group, as described in the wage schedule. For bidding purposes, employees in the affected job classification shall have first preference. Employees bumped from the affected job classification shall have second preference. Laid-off employees from the affected job classification shall have third preference. And, employees in a lower job classification shall have fourth preference. Thereafter, Section 6.02.02 will prevail.
- 6.02.01: Movement to a higher pay group will be based on qualifications and a competency test. A competency test is not required for an employee moving into the same pay group or having previous experience in the vacant job classification. Qualifications may include: job knowledge, job proficiency, job trainability, job compatibility, academic growth, and job evaluations. If such prerequisites are equal, then selection shall be based on seniority first in the current job classification, then total seniority in the secretary classification.

- 6.02.02: The filling of a vacancy or newly-created position remaining open following the conclusion of the bid procedure outlined above shall be filled at the Board's discretion within a reasonable time.
- 6.03: Employees selected for vacancies or newly-created positions shall have a trial period not to exceed sixty (60) work days following assignments to demonstrate their ability to meet the standards of performance in the new job. The purpose of a trial period is to determine whether an employee who possesses the basic qualifications can satisfactorily perform the job. The trial period shall not be a training period. During this time, the employee shall be permitted to transfer back to the former job or location at the employee's request or shall be transferred back at the Central Office's request for failure to meet the required performance standards. The decision about the employee's performance shall be based on the Central Office's opinion, subject, however, to the grievance procedure.
- 6.03.01: An applicant for a vacancy or a newly-created position in the bargaining unit who is denied that position shall be notified. The senior employee bidding on a promotion in the bargaining unit, if she/he has not been granted the promotion shall, upon request, be given the reason(s) in writing for the disposition. The decision about qualifications shall be based on the Central Office's opinion, subject, however, to the grievance procedure.
- 6.03.02: An employee granted a promotion in the bargaining unit will be placed on the higher pay group wage schedule of the new job and remain at the same step of the lower pay group wage schedule of the job vacated.
- 6.03.03: During the bidding procedure, the job opening may be filled temporarily as determined by the Central Office.
- 6.04 A vacancy resulting from sickness, accident, or unpaid leave less than ninety (90) days of non-compensable leave is not subject to this section and Central Office may temporarily fill the vacated position by a qualified senior employee within the building. If an employee is selected by the Central Office to fill that vacancy, the employee will be afforded the rights and benefits associated with the job classification, including the higher rate of pay, if any.
- 6.04.01 Whenever a lateral vacancy is filled, that employee should be expected to remain on the job for a period of not less than one (1) year from the closing date of the bid before being permitted to exercise his/her rights to bid on another lateral vacancy. This requirement does not apply for promotional opportunities in the bargaining unit. Thereafter, Article 7 shall apply.
- 6.04.02: When 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 shall be present for the purpose of exercising their right to bid and a determination of filling each vacancy shall be finalized within five (5) days.

- 6.05: During the summer months, the Central Office will post vacancies for ten (10) work days. The Association President shall be notified in writing of the job postings. Employees interested must apply via the districts online applicant system within the posting period. Thereafter, the Central Office will notify the successful bidder in writing.
- 6.06: If the Central Office decides to replace day-to-day absences in the bargaining unit, regular employees as defined in Section 1.02 within the affected building may be given first preference of filling the day-to-day position. The affected employee in the secretary classification assigned to perform the duties of a secretary (only) in the /office manager classification will be paid at the secretary rate unless specifically directed to assume the responsibilities of office manager or the assignment exceeds five (5) consecutive work days.
- 6.07: Training for secretaries will be provided to address students in need of non-medical procedures during emergency situations. Training will be given when secretaries are expected to assume responsibilities and duties that involve new skills, such as those required in the use of new computer hardware and/or software. Such training will occur within two (2) weeks – either before or after – the assumption of the new duties/responsibilities. The training will take place in a location free of interruption.
- 6.07.01: If new program(s) or technology is introduced in the workplace that is a required function of the employee's job, the employee(s) shall receive formal training for the appropriate program(s) or technology within one (1) month of implementation.
- 6.08: 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 have an opportunity to bid on the job as posted. Such grant positions shall not be considered a bargaining unit position. Employees assigned to a grant position and hired from outside the District shall not be bargaining unit employees. Compensation may exclude fringe benefits and the position may be terminated as determined by Central Office. Wages and other conditions will not be a matter for bargaining or subject to the grievance procedure.
- 6.08.01: Seniority shall continue to accrue for a bargaining 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 5. It is not the intent of the Central Office to create grant positions for unusually long durations as a means to supplant bargaining unit positions.
- 6.09: The administration will meet with the Association to discuss potential and/or anticipated changes in the job responsibilities and duties of a bargaining unit member

ARTICLE 7
PROMOTIONS OUTSIDE THE BARGAINING UNIT

- 7.01: All vacancies, which occur within the District, will be posted on all bulletin boards. If a position is posted as part-time and the job becomes a full-time position, Central Office will re-post the position as full-time on District bulletin boards. Employees interested must submit a letter of intent during the posting period.
- 7.02: If an employee in the bargaining unit is selected for promotion, a trial period not to exceed three (3) months shall be granted in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. During this time, the employee will be entitled to transfer back to his/her former job at either the employee's request or the Central Office's request. (Selection for the position shall be at the discretion of the Central Office and is not subject to the grievance procedure or any other procedure.)
- 7.03: If the employee is returned to the bargaining unit during the trial period, the employee shall return to his/her 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 adhered to 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 the appeal commencing with the expiration date of the District's grace period for answering.
- 8.03: All specified time limits consist only of assigned work days.
- 8.04: Each grievance shall have to be initiated within ten (10) work days of the occurrence of the event giving rise to the grievance, 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 first obtaining that knowledge. Any monetary compensation remedy shall be limited to ten (10) work days before the filing of the grievance. Employees are presumed to have knowledge of information published by the Central Office. Settlement of delayed grievances, as provided, shall not be retroactive to any date before the date of the grievance filing.
- 8.05: STEP 1

8.05.01: The aggrieved employee(s) may have an informal meeting about the matter with their building principal or department director.

8.06: STEP 2

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

8.06.01.01: The written grievance shall set forth the specific article(s) and section(s) allegedly violated, misinterpreted, or misapplied, along with a statement of the relief sought, and signature of the grievant(s) and the Association Representative.

8.06.01.02: Within ten (10) work days after receiving the grievance, the designated administrator shall meet with the grievant(s) and Association Representation. Within ten (10) work days of the meeting, the designated administrator shall issue a written decision to the grievant(s) and the Association Representative.

8.07: STEP 3

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

8.07.01.01: The Step 3 appeal shall be in writing and shall be accompanied by a copy of the original grievance and Step 2 response, if any.

8.07.01.02: Within ten (10) work days after receipt of the Step 3 grievance documents, the Superintendent or designee shall issue a written decision to the grievant(s) and to Association Representative.

8.08: STEP 4

8.08.01: If the Association is dissatisfied with the Step 3 decision, or if no decision is rendered within the ten (10) work day period in Step 3, the Association has the right to appeal the dispute to the American Arbitration Association. This appeal must be taken within thirty (30) work days from the date of the Step 3 decision. The rules of the American Arbitration Association shall govern the arbitrator's selection and the arbitration proceedings.

8.08.02: The arbitrator shall have no authority to arbitrate any matter that is not an alleged violation, misinterpretation, or misapplication of specific and express provisions of this Agreement. If the grievance sought to be arbitrated is not specifically covered by this Agreement, then the arbitrator has no authority over the grievance.

- 8.08.03: The cost of the arbitration proceedings 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.
- 8.08.04: So long as the arbitrator does not exceed his/her authority as provided in this Agreement, the arbitrator's decision shall be final and binding on the Association, all bargaining unit employees, and the Employer, unless overturned on appeal.
- 8.08.05: Neither party shall be permitted to assert in the arbitration proceedings, any claims or evidence that was not disclosed to the other side by at least Step 3.
- 8.08.06: The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.
- 8.08.07: 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, 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.
- 8.08.08: Consistent with Section 8.04, the arbitrator shall have no authority to order retroactive back-pay beyond ten (10) work days from the grievance filing date. The arbitrator shall deduct from such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time period.
- 8.08.09: The arbitration proceedings are subject to and will be conducted pursuant to the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
- 8.08.10: 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.

8.09: MISCELLANEOUS

- 8.09.01: A grievance may be initiated at Step 2 by mutual written agreement of the Central Office Administrator and Association Representative.
- 8.09.02: In grievances involving discharge, the Association President will be notified in writing of the discharge. This 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 written 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 with the grievant and Association Representative. Thereafter, normal time limits shall apply.

8.09.03: The selection of the grievance procedure or any other forum for dispute resolutions involving matters included in this Agreement shall be mutually exclusive. If a grievance is initiated, any court, or administrative agency proceeding initiated contemporaneously or subsequently to the grievance, shall be temporarily postponed until the grievance is resolved. This provision, however, shall not deny an employee to pursue multi-forums for dispute resolutions.

ARTICLE 9 DISCIPLINE AND DISCHARGE

9.01: The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absences, willful deficiencies in job performance or other violations of discipline by an employee create undesirable conditions in the school building. Any discipline involving discharge shall be for a reason that is not arbitrary or capricious.

9.02: A grievance involving discharge of an employee shall be automatically positioned at Step 3.

ARTICLE 10 NO STRIKE

10.01: For the duration of this Agreement, the Association 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 bargaining unit employees for any reason and no officer or representative of the Association or of the Bargaining Unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage, or prolong any such prohibited activity, nor shall the Board authorize or encourage the same nor lock out employees. Employees of the District violating any of the above conditions shall subject themselves to disciplinary action, including discharge.

10.02: The Association shall have no liability under this article if it posts notice immediately at any or all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association. The Association further advises any and all employees involved, including notification to the communications or press media as requested by the Employer that such employees are in violation of the Agreement and that all employees involved shall return forthwith to their regular duties.

ARTICLE 11 PHYSICAL EXAMINATIONS

11.01: Health Examination Procedures

11.01.01: If school employees are required by law to furnish negative T.B. skin tests, such will be given to all employees in the bargaining unit and the employees shall

not be charged for the test. At the time of the skin test, employees on scheduled work will be temporarily released from their job without loss of pay. Employees not on scheduled work shall initiate attendance for this skin test.

11.01.02: Employees who show a positive reaction to a skin test will submit to a chest x-ray by the Macomb County Health Department within two (2) weeks from date of notification of such reaction or within two (2) weeks after receiving 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.

11.01.03: If there is medical evidence or reason to suspect that an employee is notable to perform the essential functions of his/her job, the Central Office may require that the employee be examined by a physician or psychiatrist appointed by the Central Office, at District expense. The opinion of the District's doctor shall be final unless the employee makes a written request for another examination. The second examination shall be conducted by a specialist in the area of controversy as selected by Central Office. The cost of this second examination, not covered by the employee's insurance, shall be shared equally by the District and the Association.

11.01.04: Any employee in the bargaining unit unable to work because of illness or injury for a period of five (5) consecutive work days, but less than ten (10) consecutive work days, shall be required to provide evidence from a physician (M.D., D.O.) to establish that the employee's condition warrants a return to work if the employee is absent for work as a result of illness or injury for a longer time period and in the opinion of the Board there is uncertainty about the employee's ability to perform the essential functions his/her job. The Board may require that the employee be examined, at District expense, by a physician appointed by the Central Office who shall certify that the employee is capable of performing the essential functions of his/her job and is able to return to work. The opinion of the Central Office doctor shall be final, unless the employee makes a written request for another examination. The second examination shall be conducted by an appropriate specialist in the area of controversy as selected by Central Office. The cost of this second examination, not covered by the employee's insurance, shall be shared equally by the District and the Association.

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 employees shall be eight (8) hours excluding a one-half hour lunch for all employees. This section shall not be construed as and is not a guarantee of any number of hours of work per day or per week. Article 12 shall not conflict

with Article 5 (Force Reduction).

12.02.01: The Central Office reserves the right to reduce hours due to varying operational conditions. If hours are reduced, the Association will be notified as soon as practical and allowed to discuss the proposed changes with the Central Office representatives before they are put into effect.

12.03: The work year for all bargaining unit employees shall be expressed below and exclusive of the regular holiday recess.

	BEFORE 1 st STUDENT SCHOOL DAY	AFTER LAST STUDENT SCHOOL DAY
Office Manager	2 Weeks	2 Weeks
Secretary to Assistant Principals	2 Weeks	2 Weeks

Alternative Education Office Manager and Early Childhood Office Manager are 11-month positions.

The scheduled work year for employees (shall depend on a work schedule prepared by the building principal and approved by the Central Office.

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

12.05: All employees shall be 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 employee's immediate supervisor. Additional time not to exceed thirty (30) minutes in total may be permitted provided the immediate supervisor reasonably schedules that time.

12.06: Overtime shall be paid in compliance with all applicable laws. Overtime shall not be pyramided. Overtime must be pre-approved by the building administrator and submitted to the payroll office within two (2) weeks of the occurrence. Full-time 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, said lunch period will not be less than twenty (20) minutes.

12.06.01: Substitutes will not work overtime if regular employees are available in the job classification.

12.07: If an employee is assigned to temporarily perform the duties of a higher job classification, that employee shall be paid the higher rate of pay at the employee's current step. If an employee is assigned to perform the duties at a lower job classification, the employee shall not suffer any loss of pay.

12.08: The normal work week shall be considered Monday through Friday. This standard shall not preclude the Central Office from making assignments outside the normal work week, i.e., other than Monday through Friday.

12.09: When students are not in attendance for a school day due to an “Act of God,” employees will not report to work. The first three (3) such days will be paid days. For days beyond the first three (3), 12-month secretaries will not be paid unless called to work or the employee may use available compensable time for each full day school is closed. When students are not in attendance for a full school day or part of a school day due to “other conditions,” secretaries will be scheduled to work. If school is closed after the official start of the day and employees are sent home, bargaining unit employees will receive full compensation for that day. Employees who work a scheduled shift or called to perform work when they are scheduled off and then are sent home, shall be paid for the amount of time worked, or receive not less than two (2) hours of straight time pay, whichever is greater; that time shall be used in the computation of overtime. Employees assigned to evening work may request comp-time in lieu of actual pay.

This language will sunset with the expiration of this agreement.

12.10: All employees shall maintain a bank account and complete any necessary documentation or authorization for direct deposit of their payroll check from the District at the time of hire.

ARTICLE 13 MISCELLANEOUS

13.01: If an employee is not able to report for assigned duties, that employee is responsible to report the absence on the district attendance management system at least one (1) hour before the beginning of the (1st) hour assignment as listed on the daily work schedule. Employees are not to leave the building during their regular work assignment without permission or approval by the Building Principal or designee.

ARTICLE 14 VACATIONS

14.01: Eligibility for vacation time and/or pay shall be determined as of July 1 of any given year.

14.02: Paid vacations for all regular Alternative Ed Office Manager and Early Childhood Office Manager shall be based on years of bargaining unit employment as follows:

After 1 year	1 Week
Over 1 Year to 5 Years	2 Weeks
Over 5 Years to 10 Years	3 Weeks
Over 10 Years	4 Weeks

14.03: All other employees working less than an eleven (11) month schedule shall not have vacation, but shall be paid in lieu of vacation at the end of the school work year. These employees shall receive not more than one (1) pay as follows:

Service Years	Paid Days
1	4
2-7	6
8-10	14
11+	20

14.04: Employees who have over twenty (20) years of seniority shall be granted one (1) additional vacation day for each year of service after twenty (20) years.

14.05: Vacation benefits 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 Article 18, Section 18.04. Work days paid for by the District are considered days worked for the purpose of this section.

14.06: Vacation days shall be calculated to the nearest whole day, with a half (1/2) day or more being considered a whole day. Anything less than a half (1/2) day does not count towards a vacation day.

14.07: When a holiday observed by the employee falls during an employee's scheduled vacation, the vacation shall be extended for one (1) day for each holiday that occurs.

14.08: Vacation for eleven (11) month employees must be used and there shall be no compensation for the failure to take that vacation. If an employee is disabled during the vacation period and is unable to take his/her vacation, the employee may reschedule the vacation upon recovery, providing the Employer with adequate proof of disability.

14.09: Employees of eleven (11) months shall be permitted to choose their vacation dates by seniority. Employees shall be given vacation forms by February 1st of each year. The employee will file requested vacation dates with his/her supervisor by March 1st of each year. Employees will be notified in writing by April 1st of their approved vacation dates. The Central Office reserves the right, however, to oversee vacation schedules so that operational assignments are not neglected.

14.09.01: Employees will receive normal weekly pay while on vacation and will continue to receive all fringe benefits during such time.

14.10: Upon retirement, termination, or layoff, an employee will receive money in lieu of any vacation credit remaining as of the time of the layoff, termination, or retirement. If the laid off employee is recalled, the employee's 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 during the life of this Agreement:

11-Month Employees - 1st Year

Friday before Labor Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Full Day before Christmas
Christmas Day
One day of December break
Full Day before New Year's
New Year's Day
3 days of spring break
3 days of spring break
Memorial Day
Fourth of July

10-Month Employees - 1st Year

Friday before Labor Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Full Day before Christmas
One day of December break
Christmas Day
Full Day before New Year's
New Year's Day
3 days of spring break
Memorial Day

If the Fourth of July falls within a scheduled work week, the day will be observed as a holiday for 11-month employees.

15.01.01: Whenever the Fourth of July, Christmas Day, New Year's Day, or Memorial Day falls on Saturday or Sunday, the Friday before or the Monday after shall, for the purpose of this Agreement, be observed as the holiday.

15.02: Whenever any of the above observed holidays fall on a day that school is in session, affected employees who work that day shall receive holiday pay (double time) for all hours worked.

15.03: For 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 leaves or approved sick leaves shall have those days counted as worked.

ARTICLE 16 NONCOMPENSABLE 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, physical incapacity, maternity, and Association representation.

16.01.01: Leave for other purposes may be granted, but are subject to prior approval of the Central Office without recourse to the grievance procedure. Employees granted such leave shall report for duty upon the leave's termination.

- 16.01.02: All requests for leave and the approval shall be in writing, and shall provide for the date the leave begins and ends. The employee shall give written notice of request for leave ten (10) days before the actual date the leave begins. For an emergency, prior notice requirements may be waived. If an employee desires to return to work before the leave's expiration date, he/she shall give written notice to the Employer ten (10) days before the desired return date, and the Central Office shall have the option of permitting the employee to return at an earlier date.
- 16.02: Non-probationary employees who have exhausted their accumulated sick days may be placed on a non-compensable sick leave without benefits 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 report for duty upon the leave's termination. Failure to report will result in the employee's dismissal. An extension at the discretion of the Central Office may be granted, providing the employee makes a written request to extend the leave at least thirty (30) days before termination of the employee's present leave.
- 16.03: UNIFORMED SERVICES LEAVE: Full-time and part-time employees who leave the District and who are inducted in any branch of the uniformed services of the United States, and who upon termination of such service:
- 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 the uniformed services; 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.
- 16.04: Employees who desire to remain employed while on maternity leave shall have job protection as provided for by law.
- 16.04.01: Before the employee's return from maternity leave, the employee shall give the Central Office ten (10) days' notice of such return, and, upon return, shall return to her former position or similar position with no loss of seniority or fringe benefits as a result of the maternity leave.
- 16.05: ADOPTION LEAVE: Employees adopting children may use FMLA leave for purposes of caring for and acclimating themselves with their newly-adopted child.
- 16.06: ASSOCIATION LEAVE: A leave, with pay, for bargaining unit employees other than the President will be granted for a maximum unit total of five (5) days annually, upon prior written notice and approval for the purpose of attending Association conventions or conferences. The Association President will receive five (5) leave days with pay for the

purpose of conducting Association business. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association leave time.

16.06.01: One (1) employee elected or appointed to an office with the Association representing this bargaining unit, may, following a written request made to Central Office at least thirty (30) days before the leave is to start, 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 promptly apply for reinstatement.

16.07: ELECTED OR APPOINTED POSITIONS: An employee elected or appointed to a political office may, following a written request at least thirty (30) days 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, 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. The employee shall return to the same job and building where he/she was performing before the leave, provided that the employee is still qualified and competent to perform the duties of that position. The employee who temporarily filled the job created by the leave shall return to the position that he/she held before the leave occurred. A vacancy resulting from a granting of a 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) working days, after the bids are closed. The successful bidder's job shall be filled in the same manner. Thereafter, the selection for the job remaining shall be filled by the Central Office.

16.09: FMLA LEAVE. The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act (FMLA). All requests for such leave will be made to the Superintendent. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee will give as much notice as is practicable. Proper certification of the reasons for the leave must be provided. An employee may be required to use all available leave time (i.e., sick leave, personal leave, and/or vacation leave) for all or part of the duration of the FMLA leave. The employee will be returned to his/her position held before the leave or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. A substitute will be provided for any resulting vacancy within the affected building.

ARTICLE 17 SICK LEAVE

17.01: Each employee covered by this Agreement shall accumulate leave allowance as follows:

11 Month Employees - 14 Days per Year
10 Month Employees - 12 Days per Year

Accumulation of “days” shall be based on the hours the employee worked when those “days” were earned and shall be accumulated for those working less than a full day on an hourly basis.

Days will be posted and available for use at the beginning of the fiscal year. If an employee leaves employment before the end of the fiscal year, these days will be pro-rated.

17.02: Probationary employees will accumulate sick leave allowance during their probationary period, but may not use that leave until attaining seniority.

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.

17.03.01: Once an accumulation of seventy-five (75) sick leave days is reached, employees will be paid one-half (1/2) of the current daily rate of pay for each day in excess of seventy-five (75) days. Payment will be scheduled at the end of the school year. In lieu of payment, days up to three (3) above the seventy-five (75) may be converted to bonus days to be used by the employee in the following school year. No more than two (2) bargaining unit employees may use these leave days at the same time.

17.04: An employee’s authorized sick leave absence shall be chargeable to his/her accumulated sick leave allowance. An employee while on compensable sick leave only shall be on continuous employment for the purpose of computing all benefits, except as provided in Section 17.09.

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 sick 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, step-child, brother-in-law, sister-in-law. Additional time may be given by permission of the Central Office. An employee shall be entitled to one (1) work day of the employee’s accumulated sick leave to arrange for and attend the burial of an aunt, uncle, niece, or nephew.

17.06: In accordance with the Michigan Paid Medical Leave Act (“PMLA”), MCL 408.961 et seq., an eligible non-exempt (i.e., hourly) employee may use paid leave for any of the following for the employee or family member:

1. Mental or physical illness, injury or health condition, including related medical

- diagnosis, care, treatment, or preventative medical care.
2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.
 3. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. The interpretation of this provision shall be consistent with the PMLA and shall not provide greater benefits than allowed by law.

17.07: When approved by Central Office, out of an Employee's accumulated sick days, two (2) days per year may be granted to conduct such business as would be difficult to conduct on other than school days. An employee planning to use a personal leave day, or days, shall notify the immediate supervisor or principal immediately upon knowing his/her need to take a personal leave day. Personal business days may be used without explanation.

17.07.01: Personal business days may not be taken immediately before or after a holiday or vacation period unless approved by the Central Office.

17.07.02: Examples of unacceptable use for personal business days include, but are not limited to the employee's: (1) recreational purpose; (2) business transaction which results in personal financial gain; (3) social functions; (4) working for someone else; and (5) seeking new employment.

17.07.03: An employee requesting to use two (2) consecutive personal days must give a reason for the use of the personal days.

17.08: If an employee is assigned jury duty, the employee 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 for jury duty are not charged against accumulated sick leave. Payment for jury duty shall be permitted no more than once in any fiscal year.

17.09: An employee shall not accumulate sick 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 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) if the employee desires to continue coverage. The District's contribution of insurance benefits for employees on sick leave will be as follows: (a) One (1) full month of full insurance paid by the District for each twenty (20) days of accumulated sick leave during the waiting period expressed in Article 23, and (b) Full insurance benefits paid by the Board for up to one (1) year following accepted enrollment on LTD insurance. Note: Board-paid premiums for the employee's medical benefit health insurance shall not exceed the limits in the Publicly-Funded Health Insurance Act, MCL 15.564.

17.10: If an employee is injured on the job and is eligible for benefits under the Worker's

Compensation Act, the balance of the employee's average weekly earnings not covered by Worker's Compensation shall be by sick leave pay, and this portion only (sick leave) to be deducted from the employee's sick leave until accumulated sick leave has been exhausted. When an employee is released to work by a duly-certified physician, the employee will be placed back on the job and location he/she had before the injury occurred, provided that the employee can perform the essential functions of that job and, to which seniority applies, subject to Article 11, Section 11.01.

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 sick leave. . Note: Board-paid premiums for the employee's medical benefit health insurance shall not exceed the limits in the Publicly-Funded Health Insurance Act, MCL 15.564.

18.02: Employees scheduled to work eight (8) hours per day will be eligible for fringe benefits.

18.02.01: 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 after 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.

18.03: Eligibility for fringe benefits is subject to the terms and conditions determined by carriers selected by the District.

18.04: The provisions of the group policy and the carrier's rules govern the commencement and duration of benefits, nature and amount of benefits, and other coverage matters.

18.05: The employee shall report, in writing, to the District's Insurance Department within thirty (30) days of the event life event i.e., any change in family status which affects insurance coverage. Failure to comply with this reporting requirement will result in the employee's responsibility for any premium overpayment made by the District on the employee's behalf.

18.06: After the employee's completion of the probationary period, the District shall make available insurance protection for each eligible employee on the first day of the month following the month the employee completes the probationary period.

18.07: Compensation for nonparticipation ("opt out") in the health plan will be a cash rebate in the amount of \$3,000 pro-rated in December of each year. . Eligibility for this opt-out is based 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.

18.08: Each eligible full-time employee has the option to participate in the Cafeteria Plan,

Dependent Care Assistance Plan as provided under Section 125 of the IRS Code.

- 18.09: The intent of this insurance plan coverage is to make available insurance protection for eligible bargaining unit employees and his/her immediate family as defined by the United States Internal Revenue Service (spouse, children).

ARTICLE 19 MEDICAL BENEFIT INSURANCE

- 19.01: Upon submission of a written application, the District shall provide medical benefit health insurance for all full-time employees.
- 19.02: The District shall make available medical insurance benefits to each eligible bargaining unit employee. This coverage will continue through the period of employment, including summer months.

The District's contribution to the employee's medical benefit plan costs including funds to the employee's health savings account, shall not exceed those "hard cap" amounts established by the Publicly-Funded Health Insurance Contribution Act, MCL 15.561 et seq. As provided in that law, the District may deduct the employee's proportional cost of the medical benefit plan from compensation due to the employee. Should the minimum deductible necessary for a medical benefit health insurance plan to comply with health saving account eligibility be increased beyond the current deductible level in the current plan, then the Association shall direct that either the deductible be adjusted to meet the federal minimum requirement or the parties shall select a replacement health care plan to continue through the period of employment, including summer months.

Annual reviews will be conducted for employee/employer premium savings.

- 19.03: After the employee completes the probationary period, the District shall bear the cost of the health insurance coverages provided in this Agreement.

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 \$ 20,000.00, subject to eligibility under the policy then in effect. The group term life insurance policy shall include a double indemnity policy rider for accidental death.

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. The Central Office's expense for the dental program shall not exceed the cost of the single subscription monthly rate coverage for the medical benefit health insurance provided in Article 19. The

maximum annual dental benefit for each covered individual (Basic & Major Services) shall be \$1,000.00.

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 District'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 \$ 3,000 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. The District'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 24 LONGEVITY

24.01: Longevity will be paid to each employee on a pro-rated hourly basis following the appropriate anniversary date beginning on July 1 of each year as follows:

After 5 Years	.45
After 7 Years	.65
After 10 Years	.75
After 15 Years	.85
After 20 Years	1.00

ARTICLE 25 TERMINAL LEAVE

25.01: Any Sick Leave Days accumulated shall be controlled as follows:

25.01.01: Upon retiring under the Michigan Public School Employment Retirement System or the Social Security Retirement Plan, the employee will receive payment for one-half (1/2) of his/her unused accumulated sick leave days earned as expressed in Section 17.03 at the employee's current daily wage rate.

25.01.02: Upon death, the employee's beneficiary established in the employee's

insurance policy shall receive one-half (1/2) of the value of the employee's unused sick leave days as expressed in Article 17 at the employee's then-current daily wage rate.

ARTICLE 26 AMENDMENT SERVERIBILITY

26.01: The terms and conditions 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 parties' voluntary mutual consent 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.

26.02: Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, that 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 its duration.

ARTICLE 27 RATIFICATION

27.01: The Association will submit this Agreement to the employees of the bargaining unit covered by this Agreement. The Association's negotiating team will recommend to its members that the Agreement be ratified.

27.02: The Board's negotiating team will recommend to the Board that this Agreement be ratified.

ARTICLE 28 DURATION

28.01: If either party desires to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, written notice of that intent shall be served sixty (60) days before the Agreement's 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 written notice by either party sixty (60) days before the current year's termination date.

28.02: Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Association, and if to the Employer, addressed to the Anchor Bay Board of Education, 52801 Ashley Street, New Baltimore, Michigan, 48047, or to any such address that the Association or the Employer may make available to each other.

28.03: This Agreement and all its provisions, unless otherwise specified shall commence on July 1, 2019, and shall continue in full force and effect until June 30, 2024, subject to Article 27. This Agreement shall not become effective unless and until it is ratified by a majority of the members of the Anchor Bay School Office Employee Association TPOAM, present

at a meeting called for this purpose and by the Anchor Bay Board of Education.

28.04: 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.

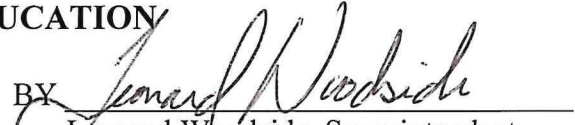
Approved by the Anchor Bay School District Board of Education on 9/25, 2019.

**ANCHOR BAY SCHOOL DISTRICT
BOARD OF EDUCATION**

BY


Jon DeRoo, President

BY


Leonard Woodside, Superintendent

ANCHOR BAY SCHOOL OFFICE EMPLOYEE ASSOCIATION TPOAM

BY


Diane Hamm
ABSOEA President


Lisa Leech
ABSOEA Vice President

APPENDIX A

- 1) The Association has the right to bargain the rate for a newly-created position within the bargaining unit. The Board will set the initial rate, and when final agreement is reached, that rate 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 the employee's regular rate.
- 3) Probationary rate shall be ten cents (.10) less than the minimum rate within each job classification.
- 4) Steps shall remain frozen for the duration of the contract. The salary, insurance and fringe benefits shall be for the term of this Agreement being the 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024 school years subject to a wage reopener for the 2020-2021, 2021-2022, 2022-2023, 2023-2024 school years. The re-opener shall occur in each years with negotiations to commence on or about May 1 of each year.

Secretary				Office Manager		
Step				Step		
1	\$ 12.27			1	\$ 13.16	
2	\$ 12.88	5%		2	\$ 13.82	5%
3	\$ 13.53	5%		3	\$ 14.51	5%
4	\$ 14.20	5%		4	\$ 15.23	5%
5	\$ 14.91	5%		5	\$ 16.00	5%
6	\$ 15.66	5%		6	\$ 16.80	5%
7	\$ 16.44	5%		7	\$ 17.64	5%
8	\$ 17.27	5%		8	\$ 18.52	5%
9	\$ 18.13	5%		9	\$ 19.44	5%
10	\$ 19.03	5%		10	\$ 20.42	5%
11	\$ 19.99	5%		11	\$ 21.44	5%
12	\$ 20.99	5%		12	\$ 22.51	5%