LABOR CONTRACT

BETWEEN

SECRETARIAL BARGAINING UNIT

CHAPTER 03 OF LOCAL 1688,

MICHIGAN COUNCIL 25

AND

ANCHOR BAY BOARD OF EDUCATION

JULY 1, 1995 TO JUNE 30, 1997

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PREAMBLE

This Agreement, entered on the 1st day of July, 1995, to June 30, 1997, is between the Anchor Bay School District, Counties of Macomb and St. Clair, State of Michigan (hereinafter referred to as the School Board) and the Anchor Bay Chapter 03 of Local 1688, Michigan Council 25, of the American Federation of State, County, and Municipal Employees, (hereinafter referred to as the Union).

PURPOSE

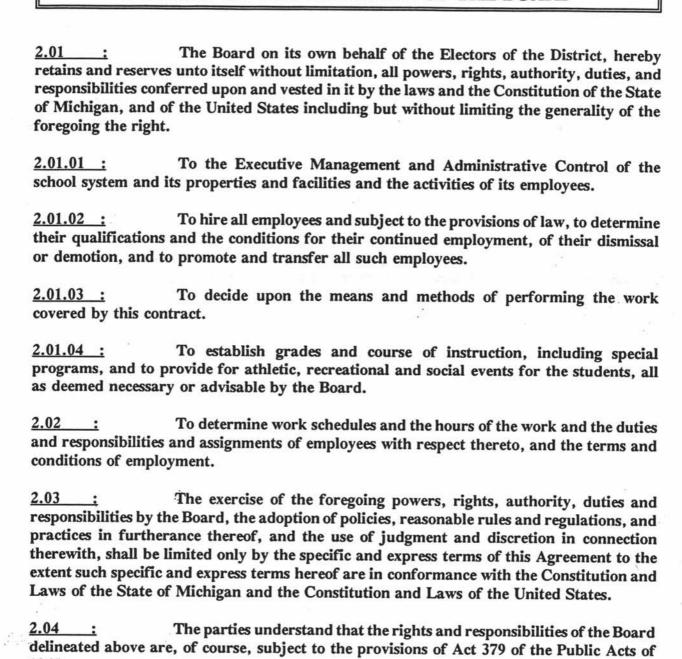
The purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful Labor Relations for the mutual interest of the Employer, the employees, and the Union.

RECOGNITION

as the sole and exc to rates of pay, w term of this Agre	of 1965, as amend lusive representati ages, hours of em ement, of all emp	ded, the School ive for the purp ployment, and loyees of the Sc	Board does herebose of collective bother conditions chool Board inclu	e provisions of Act 379 by recognize the Union argaining with respect of employment for the ided in the bargaining apply to employees and
Secretary/Personr of Business Service	ecretary to the nel, Secretary to the ces, Secretary to the ices (Operations),	Superintendent he Deputy Supe the Curriculum	t, Secretary/Adn erintendent, Secre Director, Secret	oth full and part time), ninistrative Assistant, tary to the Supervisor ary to the Director of eeper, Central Office
1.03 : limited to:	During the life	of this contrac	t, part-time secre	tarial positions will be

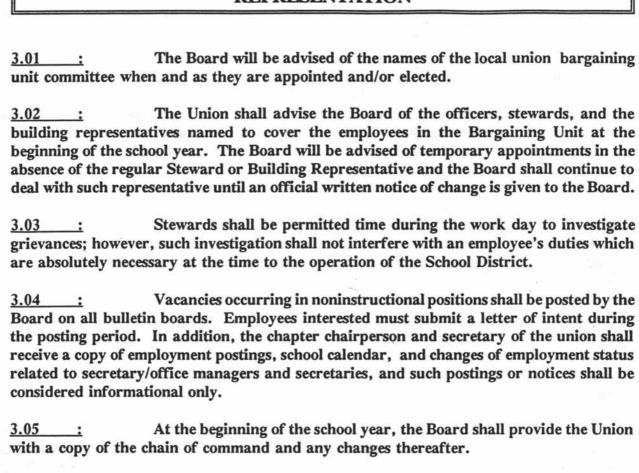
- (1) Secretary/Community Education and
- (2) Transportation Phone/Radio Operator

RIGHTS AND RESPONSIBILITY OF THE BOARD

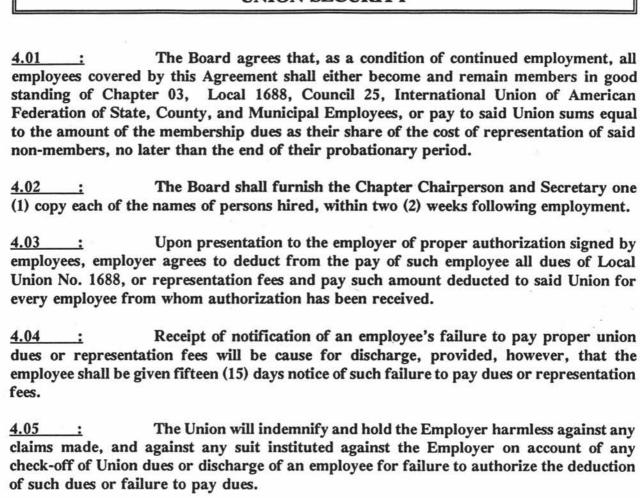


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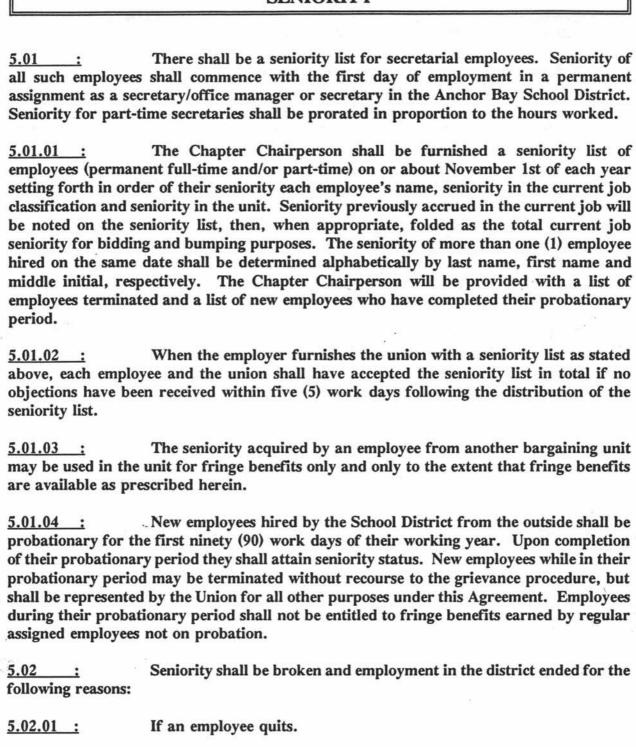
REPRESENTATION



UNION SECURITY



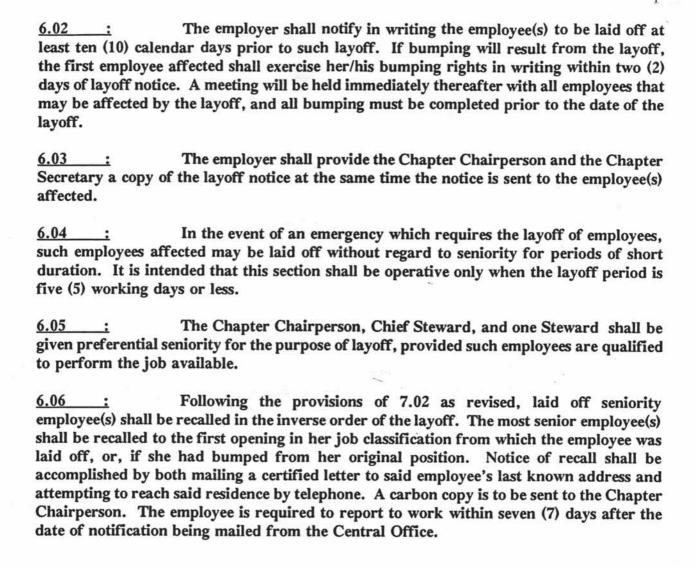
SENIORITY



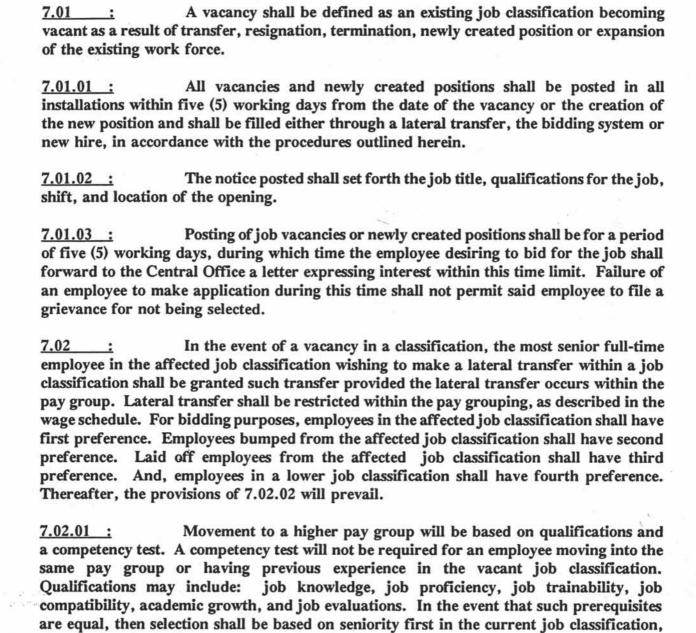
- 5.02.02: If the employee is discharged and the discharge is not reversed through the grievance process of the Agreement.
- <u>5.02.03</u>: If the employee is absent for three (3) consecutive working days without proper notification to the employer and fails to give explanation for the absence which is satisfactory to the school administration.
- 5.02.04: If the employee fails to return to work when recalled from layoff as set in the recall procedure provided herein.
- 5.02.05: If the employee overstays a leave granted for any reason as hereinafter provided.
- 5.02.06: 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.
- 5.02.07: If the employee desires to return back to the Bargaining Unit twelve (12) months or more following a promotion outside the Bargaining Unit.
- 5.02.08 : Non-compliance with Article 12, Section 12.02.01 and 12.02.02.
- 5.02.09: If an employee is on non-compensable leave of absence for a period greater than two (2) years in duration.

FORCE REDUCTION

- 6.01: Reduction in force (layoff) may occur because of a decrease in operating revenue, declining enrollment, or a decrease in work. The union, however, recognizes that the decision of the Central Office as to whether there shall be layoffs is final. Layoff shall take place by classification within the secretarial bargaining unit according to the need as determined by the employer.
- 6.01.01: In the event of layoff, Central Office representatives will meet and inform representatives of the union of the reductions to be made.
- 6.01.02 : Seasonal, temporary, and part-time employees, as provided in the contract, then regular full-time probationary employees shall be laid off first.
- 6.01.03: For each layoff period, the least senior employee in the affected job classification shall be removed. Such employee shall have the right to accept the layoff or exercise 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. Following this bumping procedure, an employee hired in the unit prior to July 1, 1988, may exercise district seniority to bump to the lowest job in the unit, as determined by the base hourly rate, or accept the layoff.
 - 1.) Secretary/Office Manager
 - 2.) Secretary
- 6.01.04: The least senior employee(s) who remains unplaced after the bumping is completed shall be laid off.
- 6.01.05: An employee bumping into another classification must be qualified and able to perform the job satisfactorily within twenty (20) working days. Failing in this, the employee shall be removed from the position and placed on layoff status. The next most senior employee on layoff status in the affected area will be offered the position.
- 6.01.06: The above layoff procedures does not apply to the normal reduction of work force during the time school is not in session during the summer months.

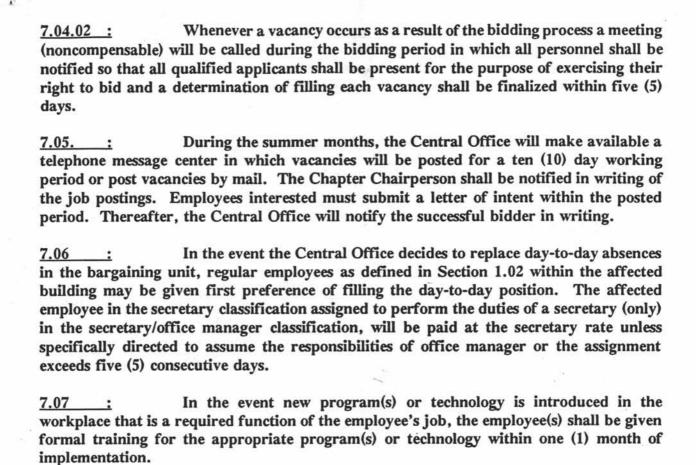


TRANSFERS, VACANCIES, NEWLY CREATED POSITIONS AND BIDDING PROCEDURES

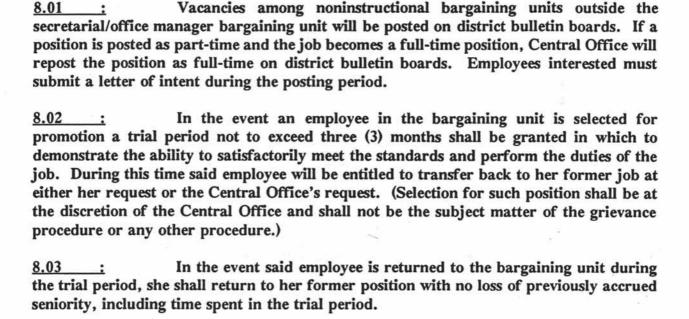


then total seniority in the secretary classification.

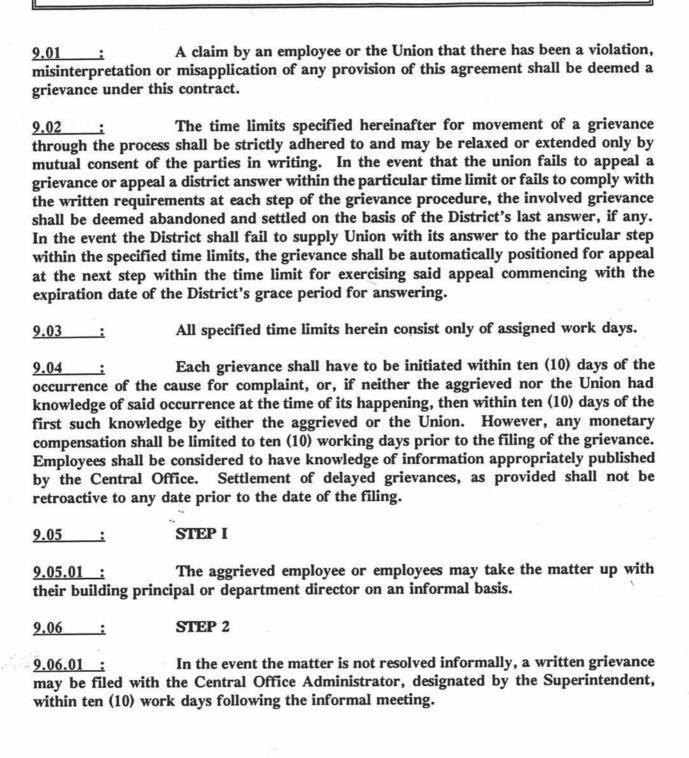
- 7.02.02: The filling of a vacancy or newly created position remaining open following the conclusion of the bid procedure outlined above shall be filled at the discretion of the Central Office within a reasonable time thereafter.
- <u>7.03</u>: Employees selected for vacancies or newly created positions shall be given a trial period not to exceed sixty (60) work days following assignments to demonstrate their ability to meet the standards of performance in the new job. The purpose of a trial period is to determine whether an employee who possesses the basic qualifications can satisfactorily do the job. The trial period shall not be a training period. During this time, such employee shall be permitted to transfer back to their former job or location at her request or shall be transferred back at the Central Office's request on failure to meet the standards of performance required. The decision with respect to the employee's performance shall be based on the Central Office's opinion, subject, however, to the grievance procedure.
- 7.03.01: An applicant for a vacancy or a newly created position in the bargaining unit who is denied such 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 reason in writing for the disposition. The decision with respect to qualifications shall be based on the Central Office's opinion, subject, however, to the grievance procedure.
- 7.03.02: 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.
- 7.03.03: During the bidding procedure, the job opening may be filled temporarily as determined by the Central Office.
- 7.04 : 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 but 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 such vacancy, they will be afforded the rights and benefits associated with the job classification, including the higher rate of pay, if any.
- 7.04.01: Whenever a lateral vacancy is filled such employee should be expected to remain on the job for a period of not less than one (1) year from the closing date of the bid before being permitted to exercise her rights to bid on another lateral vacancy. This requirement does not apply for promotional opportunities in the bargaining unit. Thereafter, the provisions of Article 7 shall be applicable.



PROMOTIONS OUTSIDE THE BARGAINING UNIT



GRIEVANCE PROCEDURE



9.06.01.01: 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 Union representative.

9.06.01.02: Within ten (10) work days after receiving the grievance, the designated administrator shall meet and thereafter state his decision in writing, and shall forward a copy to the aggrieved party and to the Union.

9.07 : STEP 3

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

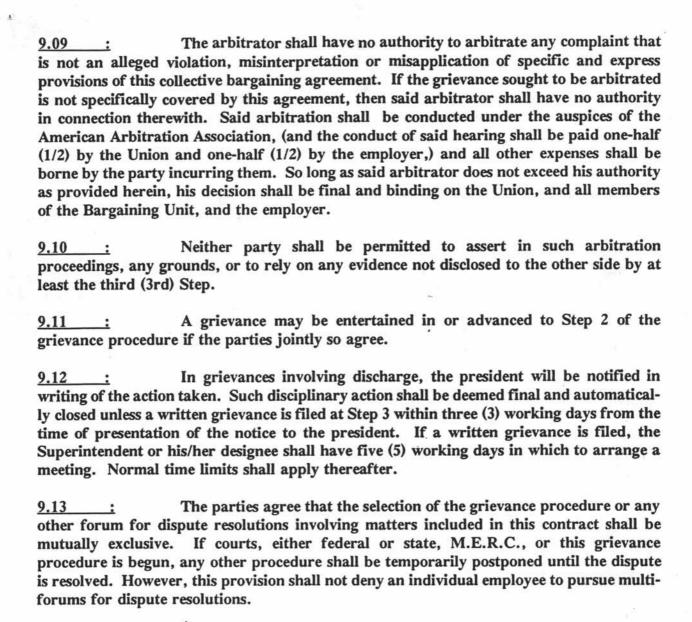
9.07.01.02: The appeal shall be in writing and shall be accompanied by a copy of the original grievance.

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

9.08 : STEP 4

9.08.01: If the Union is dissatisfied with the decision of the Superintendent or his/her designee, the Union may within ten (10) work days file a written notice to the other party of their intention to arbitrate.

9.08.01.01: It is hereby agreed between the parties that upon receipt by the employer of the written notice of intent to arbitrate a particular grievance which has been submitted to the Arbitration Department, Lansing, Michigan, all time limits for arbitration contained in the collective bargaining agreement shall be held in abeyance. Should the Employer determine sufficient time has elapsed for the processing of the grievance, the Employer may activate the tolling of said time limits by serving notice to the Arbitration Department. The notice shall be delivered to the Michigan AFSCME Council 25 Arbitration Department by certified mail notifying Michigan AFSCME Council 25. The time limits to select an impartial arbitrator shall begin on the 10th work day after receipt of such notice. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within ten (10) work days of the request for arbitration, then the party requesting arbitration shall, within twenty (20) work days from the date of the intent to arbitrate, file a demand for arbitration with the American Arbitration Association, sending a copy of such demand to the opposite party.



DISCIPLINE AND DISCHARGE

10.01	:	The union 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. The parties
		y discipline including discharge shall be for just cause.

10.02 : A grievance involving discharge of an employee shall be automatically positioned at Step 3 (section 9.12) of the grievance procedure. Said grievance shall be in writing and shall conform to the normal grievance requirements and the grievance shall be filed within three (3) working days of the discharge. The Superintendent or his/her Designee shall have five (5) working days in which to arrange a meeting. Normal time limits shall apply thereafter.

NO STRIKE

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

11.02 : The Union shall have no liability under this article if they will post notice immediately at any or all schools affected, advising that such action is unlawful, in violation of this agreement, and unauthorized by the Union. The Union further advises any and all employees involved, including notification to the communications or press media as requested by the employer that such employees are in violation of the agreement and that all employees involved shall return forthwith to their regular duties.

PHYSICAL EXAMINATIONS

- 12.01: The initial medical examination for employment of new personnel is to be paid by the employee and shall consist of a blood test, chest x-ray and/or negative T.B. skin test. Health examinations hereafter shall be in compliance with Section 12.02.
- 12.02 : Health Examination Procedures
- 12.02.01: In the event that school employees are required by law to furnish chest x-ray reports or negative T.B. skin tests to be given to all employees in the Bargaining Unit and the employees shall not be charged for such test. At the time of the skin test employees on scheduled work will be temporarily released from their job without loss of pay. Employees not on scheduled work shall initiate attendance for this skin test.
- 12.02.02: All chest x-rays and T.B. skin tests shall be completed once every three (3) years and the report Form K-708, turned in by September 15th. New employees will be required to submit the Form K-708 by September 15th or thirty (30) days following employment.
- 12.02.03: Employees who show a positive reaction upon taking a skin test will submit to a chest x-ray by the Macomb County Health Department within two (2) weeks from date of notification of such reaction or within two (2) weeks after receiving notification from the Health Department to report for an x-ray. However, all employees must comply with 12.02.02 of this Section. Payment by the district, if any, shall be limited to the cost of the x-ray only. Employees on scheduled work will be temporarily released from their job without loss of pay.
- 12.02.04: In the event there is medical evidence or reason to suspect that an employee is either not fit to perform his/her duty, or the employee is being rendered incompetent by physical and/or emotional disability, the Central Office may require that such employee be examined by a physician or psychiatrist appointed by the Central Office, at the Central Office's expense. The opinion of the Central Office doctor shall be final. However, at the employee's request, another examination shall be scheduled in which the cost shall be equally shared by the Central Office and the Union. Such examination shall be by a specialist in the area of controversy for final determination in the matter.

12.02.05: Any employee in the Bargaining Unit unable to work because of illness for a period of five (5) consecutive days, but less than ten (10) consecutive days, shall be required to provide evidence from a physician (M.D., D.O.) to establish that her condition warrants her return to work. In the event an employee is absent for work as a result of illness for a longer period of time and in the opinion of the Central Office there is uncertainty as to her ability to perform her work or uncertainty with respect to her condition, the Central Office may require that she be examined, at the Central Office's expense, by a physician appointed by the Central Office who shall certify said employee is capable of performing her job and is ready to return to work. The opinion of the Central Office doctor shall be final, subject to the following: At the employee's request, another examination shall be scheduled in which the cost shall be borne by the Central Office, by an appropriate specialist in the area of controversy for final determination in the matter which shall be binding on the parties.

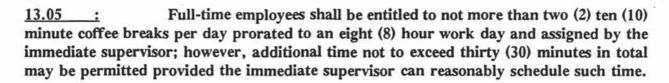
HOURS AND OVERTIME

- 13.01: The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.
- 13.02 : The normal work day for regular full-time employees shall be eight (8) hours excluding a one-half hour lunch for all employees. The normal work day for part-time secretaries shall be four (4) hours with no lunch break. 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 13 shall not conflict with Article 6 (Force Reduction).
- 13.02.01: The Central Office reserves the right to reduce hours due to varying operational conditions. If hours are reduced, the union will be notified as soon as practical and allowed to discuss the proposed changes with the Central Office representatives before they are put into effect.
- 13.02.02: If hours are reduced within this bargaining unit, hours shall be reduced equally on a district-wide basis.
- 13.03: The normal work year for the High School Office Manager, Middle School Office Manager and Student Services Office Manager shall begin July 1 and terminate June 30 of each fiscal year. The work year for all other employees shall be expressed below and exclusive of the regular holiday recess.

*	BEFORE 1ST STUDENT SCHOOL DAY	AFTER LAST STUDENT SCHOOL DAY
Secretary/Office Manager	2 Weeks	2 Weeks
Secretary to Assistant Principals	2 Weeks	2 Weeks
Secretary	1 Week	1 Week

The scheduled work year for all part-time employees (employees working four (4) hours) shall be dependent upon a work schedule prepared by the building principal and approved by the Central Office.

13.04: 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 day such as split sessions, half day sessions, etc.



Part-time employees shall be entitled to not more than one (1) ten (10) minute coffee break per day prorated to a four (4) hour work day and assigned by the immediate supervisor.

- 13.06: Overtime will be paid at the rate of 1 1/2 times the regular hourly rate for all work in excess of eight (8) hours in any given day or in excess of forty (40) hours in any given work week. Overtime shall not be pyramided. Full time employees scheduled to work four (4) hours or more overtime shall have a second lunch period prorated consistent to the amount of overtime worked, said lunch period will not be less than twenty (20) minutes.
- 13.06.01: Substitutes will not work overtime so long as regular employees are available in the department.
- 13.07: If an employee is assigned to temporarily perform the duties of a higher job classification, the 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.
- 13.07.01: An employee in the secretary classification assigned to perform the duties of a secretary (only) in the secretary/office manager's classification, will be paid at the secretary rate unless specifically directed to assume the responsibilities of the office management or the assignment exceeds five (5) consecutive days.
- 13.08: The normal work week shall be considered Monday through Friday. This shall not preclude the Central Office from assigning as a normal work week other than Monday through Friday.
- 13.09 : When students are not in attendance for a school day due to an "Act of God", employees will not report to work and will not be paid unless called to work or the employee may use either comp time or a personal day 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. Employees who are working a scheduled shift or called to perform work when they are scheduled off and then they are sent home, shall be paid for the amount of time worked, or receive not less than two (2) hours of straight time pay, whichever is greater; such time shall be used in the computation of overtime. Employees assigned to evening work may request comp-time in lieu of actual pay. On "late start" day(s) all secretarial employees are expected to report at the normal starting time.

MISCELLANEOUS

- 14.01: A bulletin board will be available in each building for posting notices and other materials. The Union assumes the responsibility for all material posted thereon. The Union shall have access to the existing inter-school mailing system for distribution of notices. Copies of any notices posted or mailed to the employees shall be forwarded to the Central Office.
- 14.02 : The Union will be permitted the use of school facilities for regular and special business meetings of the Union, provided that such use is requested through normal channels and approved in advance without disrupting other commitments for use of the premises and without incurring additional cost to the school district.
- 14.03 : In the event an employee will not be able to report for her assigned duties, such employee will be responsible to report her absence on the "electronic secretary machine" at least one (1) hour prior to the beginning of her first (1st) hour assignment as listed on the daily work schedule. The employee is expected to identify herself, identify the location of employment, and give her reason for absence. Employees are not to leave the building during their regular work assignment without permission or approval by the Building Principal or his/her Designee.
- 14.04 : Any meeting scheduled by the district at which attendance is required shall be paid on a straight time basis.
- 14.05 : GRANT: In the event the Central Office is awarded state, federal, or other agency grants to fund a special purpose academic program during the normal school year that requires the temporary employment of an unit employee, employees will be given an opportunity to bid on the job as posted. Such jobs shall not be considered a bargaining unit position. Employees assigned to a grant position and hired from the outside shall not be members of the bargaining unit. Compensation may exclude fringe benefits and the position may be terminated as determined by the Central Office. Wages and other conditions will not be a matter for bargaining or subject to the grievance procedure.
- 14.05.01: Seniority shall continue to accrue for a unit employee electing a grant position. A unit employee terminated from a grant position may return to the job previously held in accordance with the provisions of article 6. 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.

14.06: Training for secretaries will be provided to deal with medically fragile students and/or students in need of non-medical procedures during emergency situations.

VACATIONS

15.01 : Eligibility for vacations shall be determined as of July 1 of any given year.

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15.02: Paid vacations for all regular twelve (12) month employees following the successful completion of one (1) full year of employment prior to July 1, shall be as follows:

After 1 year - 1 Week
Over 1 Year to 5 Years - 2 Weeks
Over 5 Years to 16 Years - 3 Weeks
Over 16 Years - 4 Weeks

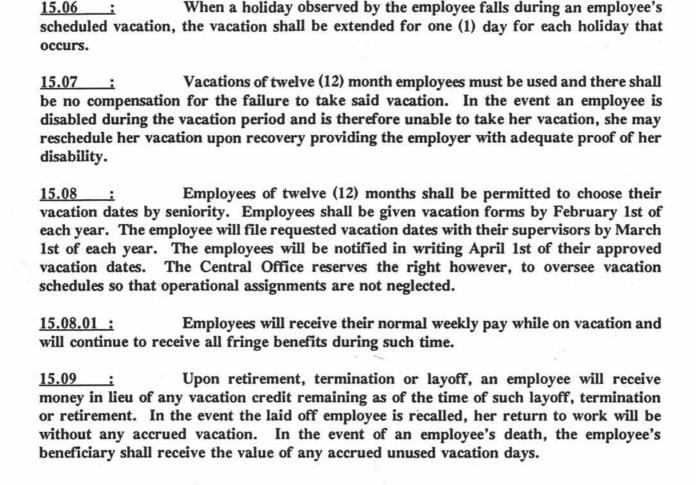
15.03: Employees who have over twenty-five (25) years of seniority shall be granted one (1) additional vacation day for each year of service after twenty-five (25) years for a maximum of five (5) vacation days.

15.03.01: All other employees working less than a twelve (12) month schedule shall not have vacations, but shall be paid in lieu of at the conclusion of the work year. Such employees shall receive not more than one (1) pay as follows: After one year of service, four (4) paid days; over one (1) year to seven (7) years of service, six (6) paid days; over seven (7) years of service to sixteen (16) years and more; thirteen (13) paid days.

15.03.01.01: Part-time employees shall not have vacations, but shall be paid in lieu of at the conclusion of the work year for vacation earned, according to 15.03.01, based upon the hours worked per day.

15.04: Vacation benefits will be deducted on a prorated basis for any month in which the employee does not work the majority of the working days in that month exclusive of Article 18, Section 18.04. Work days paid for by the district shall be considered as days worked for the purpose of this section.

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



HOLIDAYS

<u>16.01</u> :	The following days shall be celebrated as paid holidays during the life
of this Agreement:	•

12 Month Employees - 1st Year

10 Month Employees - lst Year

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Full Day before Christmas
Christmas Day
Full Day before New Year's
New Year's Day
Good Friday
Easter Monday
Memorial Day
Fourth of July

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

If Wednesday before Thanksgiving is scheduled in the school calendar as a day when pupils and certified teachers are not present and instruction is not scheduled, the day will be observed as a holiday.

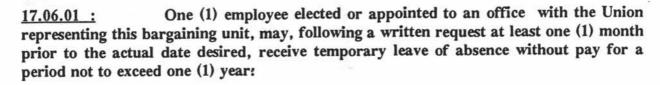
For ten (10) month employees, in the event the Fourth of July falls within a scheduled work week, the day will be observed as a holiday.

- 16.01.01: Whenever the Fourth of July, Christmas Day, New Year's Day or Memorial Day falls on Saturday or Sunday, the Friday preceding or the Monday following shall for the purpose of this Agreement, be observed as the holiday.
- 16.02: Whenever any of the above observed holidays as noted fall on a day school is in session, if employees affected work, such employees shall receive double time for all hours worked.
- 16.03: To entitle an employee to receive holiday pay she must have worked the last scheduled work day prior to the holiday and the first scheduled work day following the holiday. Those employees on approved vacation leaves or approved sick leaves shall have those days counted as worked.

NONCOMPENSABLE LEAVE

17.01: Leaves without pay or benefits for seniority employees will be granted in accordance with the specified provision for each type of such leave as hereinafter provided, for military service, physical incapacity, maternity, and for the purpose of union representation.
17.01.01: Leave for other purposes may be granted, but shall be subject to the consent and approval of the Central Office without recourse to the grievance procedure. Employees being granted such leave shall be required to report for duty upon termination thereof, or subject herself to the provisions as provided in Article 5, Section 5.03.
17.01.02: All requests for leave and the approval shall be in writing, and shall provide for the date such leave begins and ends. The employee shall give written notice of request for leave ten (10) days prior to the actual date such leave begins. However, in the case of an emergency prior notice requirement may be waived. In the event an employee desires to return to work prior to the leave's expiration date, she shall give written notice to the employer ten (10) days prior to their desire to return and the Central Office shall have the option of granting or not granting said employee to return at an earlier date.
17.02 : Seniority employees who have exhausted their accumulated sick days may be placed on a non-compensable sick leave without fringes which will be effective at the commencement of the next month from the beginning date of the non compensable leave.
17.02.01: Employees granted such leave shall be required to report for duty upon termination thereof. Failure to report will result in their dismissal. An extension at the discretion of the Central Office may be granted, providing the employee makes an extension of the leave request at least thirty (30) days prior to termination of the employee's present leave.
17.03: MILITARY LEAVE: Full time employees who leave the school district and who are inducted in any branch of the armed forces of the United States, and who upon termination of such service:
17.03.01: Receive an honorable discharge from the Armed Forces;
17.03.02 : Is still qualified and competent to perform the duties of her position;

- 17.03.03: Makes application to the school district for re-employment within ninety (90) days after she is released from military service; shall be restored to work or to a job of like nature, seniority status or pay, provided a vacancy exists for which the employee qualifies. Conformance with conditions established by federal and state laws in this matter shall prevail.
- 17.04: MATERNITY LEAVE: Employees who desire to remain employed while on Maternity Leave shall have job protection so long as they continue to perform their job with minimum periods of absence resulting from pregnancy.
- 17.04.01: Unpaid leaves of absence for reason of the birth of a child shall commence no sooner than four (4) weeks prior to the expected birth date unless the Central Office is provided medical proof of the necessity to discontinue employment sooner. However, the employee may, if she so desires, work as long as she is physically and medically capable. The employee shall be expected to return to work within eight (8) weeks of the birth of the child, unless medical proof is provided which indicates that said employee is physically unable to perform her duties. The Central Office reserves the right to confirm any medical proofs required herein by physical examinations performed by a physician appointed by the Central Office whose opinion shall be final.
- 17.04.02: The length of permitted leaves of absence for reasons of pregnancy shall be controlled as above set forth. The Central Office will not employ a replacement for an employee on such Maternity Leave but will fill the vacancy on a temporary basis with a substitute. Prior to the return from Maternity Leave, the employee shall give the Central Office of Education twenty (20) days notice of such return, and, upon her return, she shall return to her former position with no loss of seniority or fringe benefits as a result of said Maternity Leave.
- 17.05: ADOPTION LEAVE: Employees adopting children may avail themselves of the leave designated as Maternity Leave for purposes of caring for and acclimating themselves with their newly adopted child. There shall be no extension, however, of any Maternity Leave.
- 17.06: UNION LEAVE: A leave without pay for a maximum of two (2) seniority employees with not more than one (1) employee in each department at any one time will be granted for a maximum of five (5) days annually, upon prior written notice and approval for the purpose of attending Union convention or conference.



- 17.06.02: 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.
- 17.07: ELECTED OR APPOINTED POSITIONS: An employee elected or appointed to a political office may, following a written request at least one (1) month in advance, receive non-compensable leave for a period not to exceed one (1) year.
- 17.08 : 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, such employee shall return to the same job and building where they were performing prior to the leave, providing they are still qualified and competent to perform the duties of that position. The employee who temporarily filled the job created by the leave shall return to the position that she held before the leave occurred. A vacancy resulting from a granting of a non compensable leave of more than ninety (90) days shall be posted for five (5) working days, and the successful bidder shall fill the job no later than ten (10) working days, after the bids are closed. The successful bidder's job shall be filled in the same manner. Thereafter, the selection for the job remaining shall be filled by the Central Office.

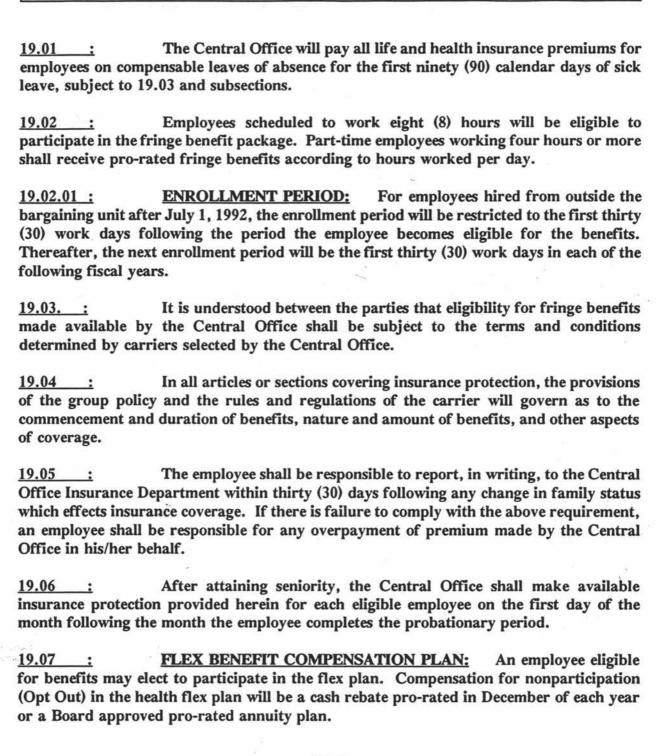
COMPENSABLE LEAVE

18.01 : Each employee covered by this Agreement shall accumulate leave allowance as follows:
12 Month Employees - 12 Days per Year 10 Month Employees - 10 Days per Year
Accumulation of "days" herein shall be based on the hours the employee was working when such "days" were earned and shall be accumulated for those working less than a full day on an hourly basis.
18.02 : Probationary employees will accumulate sick leave allowance during their probationary period, but may not utilize such leave until attaining seniority.
18.03: Leave days may accumulate to a total of seventy-five (75) days. Once an accumulation of seventy-five (75) days has been reached, no additional days shall be permitted; provided however, that the employee who has accumulated sick leave days in excess of seventy-five (75) days prior to June 30, 1977 shall be permitted to keep said accumulation.
18.03.01: Once an accumulation of seventy-five (75) sick leave days are 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.
18.04: An employee's authorized sick leave absence shall be chargeable to her accumulated sick leave allowance. An employee while on compensable sick leave only shall be on continuous employment for the purpose of computing all benefits, except as provided in Section 18.09 of this Article.
18.05 : In the event of a death in the immediate family of the employee, the employee shall be entitled when so required, to use a maximum of the next four (4) calendar days not to be charged against the employee's accumulated sick leave to arrange for or attend the funeral and burial. The immediate family shall be termed to be: spouse, child, mother, father, sister, brother, grandchild, grandparent, mother-in-law, father-in-law, stepmother, stepfather, stepchild, brother-in-law, sister-in-law. Additional time may be given by permission of the Central Office. An employee shall be entitled to one (1) work day of his accumulated sick leave to arrange for and attend the burial of an

aunt, uncle, niece, or nephew.

18.10 : In the event an employee is injured on the job and is entitled to benefits under the Workmen's Compensation Act, the balance of the employee's average weekly earnings not covered by Workmen'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 by a duly certified physician, she will be placed back on the job and location she had before the injury occurred, provided the employee is capable of doing, to which her seniority entitles her, subject to the requirements set forth in Article 12, Section 12.02.

INSURANCE PROVISION



FLEX BENEFIT COMPENSATION PLAN

	CORE	OPT OUT
HEALTH	BC/BS \$50 / \$100 90 / 10	
RX	\$ 2.00	
**		CASH REBATE
		\$ 1,500.00

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

DENTAL	CORE	OPT OUT
BASIC	70%	OPT OUT
MAJOR	50%	
MAXIMUM	\$ 600	6
ORTHODONTIA	50%	/
MAXIMUM	\$ 1,500.00	8=1
		CASH REBATE
1		\$ 250.00

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

- 19.07.02: For each "Opt Out" elected by an employee, the Central Office will provide the following: One (1) additional work day will be scheduled at the beginning of the school year. Not more than a maximum of three (3) such days will be permitted during the life of the contract. If, during the irrevocable period a canceled family health insurance plan is either reinstated or awarded to another employee, one (1) day in the year of occurrence will be reduced for each canceled plan.
- 19.08: CAFETERIA PLANS: Each eligible full-time employee has the option to participate in the Cafeteria Plan, Medical Expense Reimbursement Plan and Dependent Care Assistance Plan as provided under Section 125 of the Tax Code.

HOSPITALIZATION INSURANCE

20.01: Upon submission of a written application, the Central Office shall provide Blue Cross/Blue Shield hospital protection or a comparable plan as described herein for all full-time employees.
20.02 : The Central Office shall make available to each eligible member of the bargaining unit the following hospitalization and insurance benefits: D.C.Rider, single subscriptions, couple subscriptions, or full family subscriptions for Blue Cross/Blue Shield insurance benefits, master medical with master medical Option 4, and two dollars (\$2.00) co-pay prescription rider. Said coverage to be continuing throughout the period of employment, including summer months.
20.03 : The intent of such insurance plans are to make available insurance protection for eligible employees of the bargaining unit and his/her immediate family as defined by the United States Internal Revenue Service (spouse, children).
20.04 : After attaining seniority, the Central Office shall bear the cost of the health insurance protection provided herein and to the extent provided herein for each eligible employee.

LIFE INSURANCE

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

\$20,000.00

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

DENTAL INSURANCE

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

LONG TERM DISABILITY

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

OPTICAL INSURANCE

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

OPTIONAL TAX ANNUITY

25.01: If an employee elects not to be covered by the hospitalization insurance as provided in Article 19, such employee shall be eligible for an annuity program to be instituted in January of 1984, and will receive a prorated maximum annual amount not to exceed \$1,500.00 per year to be placed into an annuity carrier from among the district's approved annuity list.

LONGEVITY

<u>26.01</u>: Payment as a result of longevity for a one (1) year period beginning July 1, 1995, and terminating June 30, 1997, will be paid to each employee on a prorated basis following the appropriate anniversary date as follows:

After 5 Years	35¢
After 6 Years	40€
After 8 Years	60€
After 10 Years	75¢

TERMINAL LEAVE

27.01: There shall be no payment made for Sick Leave Days accumulated following June 30, 1977, (Section 18.03). Any Sick Leave Days accumulated prior to June 30, 1977, shall be controlled as follows:

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

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

WAIVER

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

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

RATIFICATION

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

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

DURATION

30.01	_:	Ir	the eve	ent that	either	party	should	desire	to car	ncel, t	ermir	nate.
modify,	amend,	add t	o, subtra	ct from	, or ch	ange th	e agree	ment,	writter	notic	e of	such
intent s	hall be se	rved	sixty (60)	days p	rior to	the tern	nination	date.	If nei	ther p	arty :	shall
give not	ice of am	endm	ent, as h	eretofor	e provid	led, or i	f each p	oarty gi	ving n	otice w	rithdi	raws
the sam	e prior to	the t	erminati	ion date	, this A	greeme	nt shall	contin	ue in e	effect f	rom	year
to year	thereafte	er, su	bject to	notice a	s speci	fied ab	ove by	either	party	sixty	(60)	days
	notice pr									-		•

30.02: Notice as specified above shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, Michigan Council 25, 23855 North Western Highway, Southfield, Michigan, 48075, and if the employer, addressed to the Anchor Bay Board of Education, 52801 Ashley Street, New Baltimore, Michigan, 48047, or to any such address that the Union or the employer may make available to each other.

30.03: This Agreement and all its provisions, unless otherwise specified shall commence on July 1, 1995, and shall continue in full force and effect until June 30, 1997, subject to Article 29. However, this Agreement shall not become effective unless and until it is:

Ratified by a majority of the members of Local 1688 present at a meeting called for this purpose.

Approved by the Board of the Anchor Bay School District.

ANCHOR BAY SCHOOL DISTRICT BOARD OF EDUCATION

Roger Facione, President

BY My X Duyluk Gary Wierzbicki, Secretary

ANCHOR BAY SECRETARIAL BARGAINING UNIT CHAPTER 03 OF LOCAL 1688

William Harper

Council Representative

Charlotte Smith

Chapter Chairperson

APPENDIX A

- 1.) The Union has the right to bargain the rate for a newly created job within the Bargaining Unit. The Central Office will set the initial rate, and when final agreement is reached, it will be retroactive to the date the position was created. Failure to reach agreement on the rate may result in a grievance.
- 2.) No claims for back wages shall exceed the amount of wages the employee would otherwise have earned at her regular rate.
- 3.) Probationary rate shall be ten cents (10¢) less than the minimum rate within each job classification.
- 4.) Beginning July 1, 1975, compensation for educational increments will be terminated, however, those employees having enjoyed such compensatory educational credit prior to July 1, 1975, will not suffer loss of wages.
- 5.) Wages only in this contract shall be retroactive to July 1, 1994. All other provisions will be made available after the Central Office executes this agreement.
- 6.) During the life of this contract, the number of employees currently covered in the Secretarial Bargaining Unit will not be reduced. This understanding is effective from the date of ratification by both parties until June 30, 1995.

APPENDIX A-1

WAGE SCHEDULE

JULY 1, 1995 - JUNE 30, 1996

	0	_	2	3	4	v	y	r	٥	0
	,	·		,		,		,	0	,
SECRETARY /										
OFFICE MANAGER	8.78	9.19	09.6	10.38	10.90	11.42	12.29	12.59	12.91	13.22
					•	-				
SECRETARY	8.33	8.75	9.48	89.6	10.11	10.73	11.77	12.08	12.40	12.71

JULY 1, 1996 - JUNE 30, 1997

	0	1	2	3	4	5	9	7	80	6
SECRETARY / OFFICE MANAGER	9.00	9.42	9.84	10.64	11.18	11.70	12.59	12.91	13.24	13.55
SECRETARY	8.54	8.97	9.72	9.93	10.37	11.00	12.07	12.38	12.71	13.03

MEMO....

To:

Secretarial Bargaining Unit Members

From:

Personnel

Re:

Secretarial Bargaining Unit Agreement

Chapter 03 of Local 1688

Date:

May 7, 1997

Please find attached a Letter of Understanding between the Secretarial Bargaining Unit and the Anchor Bay Board of Education, which was ratified by the majority of the members of Local 1688 and approved by the Anchor Bay Board of Education. This Letter of Understanding extends the current Labor Agreement (January 1, 1995 - June 30, 1997) through June 30, 1999.

Appendix A (Wage Schedule) has been increased by 2.5% in the 1997-98 school year and has been increased by 2% in the 1998-99 school year.

In addition, the Anchor Bay Board of Education, at a meeting held on January 22, 1997, approved a recommendation to modify the policy limits for dental coverage be raised from \$600 to \$1,000, effective February 1, 1997. Also increased was the Long Term Disability payment in the amount of 65% of the employee's regular monthly wages, (from \$1,000 to \$2,000) maximum monthly benefit, effective February 1, 1997.

Please add the attachments to your current Secretarial Bargaining Agreement.

Attachments:

- (1) Letter of Understanding
- (2) Appendix A Wage Schedule
- (3) Board Action of January 22, 1997

cc:

Dr. Texley

Ms. Wilkinson

Ms. LaBelle

Mr. Rogers

Building Principals

Insurance

Payroll

LETTER OF UNDERSTANDING BETWEEN SECRETARIAL BARGAINING UNIT CHAPTER 03 OF LOCAL 1688 AND ANCHOR BAY BOARD OF EDUCATION

It is understood and agreed that the current Labor Contract (January 1, 1995 - June 30, 1997) between the Secretarial Bargaining Unit, Chapter 03 of Local 1688, and the Anchor Bay Board of Education has been extended through June 30, 1999.

The wage schedule in Appendix A will be increased by two and one/half percent (2.5%) in the 1997-1998 school year (July 1, 1997 - June 30, 1998) and will be increased by two percent (2%) in the 1998-1999 school year (July 1, 1998 - June 30, 1999). It is understood that the contract would remain unchanged in all other areas, with editorial changes to dates as appropriate to accuracy.

It is also understood that during the life of this contract, the number of employees currently covered in the Secretarial Bargaining Agreement will not be reduced.

ANCHOR BAY BOARD OF EDUCATION

Gary G. Wierzbicki,

President

Steve Mittelstadt,

Secretary

LOCAL 1688, COUNCIL 25

Charlotte Smith,

Chapter Chairperson

William L. Harper,

Council Representative

Ratified by a majority of the members of Local 1688 Approved by the Anchor Bay Board of Education November 20, 1996

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APPENDIX A-1

WAGE SCHEDULE

JULY 1, 1997 - JUNE 30, 1998

	0	1	2	3	4	5	9	7	8	6
SECRETARY / OFFICE MANAGER	9.23	9.66	10.09	10.91	11.46	11.99	12.91	13.23	13.57	13.89
SECRETARY	8.75	9.19	9.96	10.17	10.63	11.27	12.37	12.69	13.03	13.35

JULY 1, 1998 - JUNE 30, 1999

	0	1	2	3	4	5	9	7	8	6
SECRETARY / OFFICE MANAGER	9.41	9.85	10.29	11.12	11.68	12.23	13.17	13.50	13.84	14.17
SECRETARY	8.93	9.38	10.16 10.38	10.38	10.84	11.50	12.62	12.95	13.29	13.62

CONTRACT MODIFICATION

It has been brought to the attention of administration, that in our expedited bargaining process with noninstructional units we have modified the percentage reimbursement on certain dental and long term disability policies, but have not changed the limit. The limit language which exists in current policies is approximately 10 years old, and represents a dated policy.

We are recommending in the noninstructional contracts that policy limits for dental coverage be raised to \$1000 per year, and for long term disability to \$2000 per month (or 65% of salary, if lower). The total cost of these contract modifications should be less than \$1000 per year for the entire district.

Motion by	Miller	_to approve contract modifications as described-
Second	Bergund	_

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