4258

6/30/97
Extension 6/30/99

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

Anchor Bay School District

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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.

ARTICLE 1

RECOGNITION

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

1.02 : All secretary/office managers and secretaries, (both full and part time), but excluding Secretary to the Superintendent, Secretary/Administrative Assistant, Secretary/Personnel, Secretary to the Deputy Superintendent, Secretary to the Supervisor of Business Services, Secretary to the Curriculum Director, Secretary to the Director of Community Services (Operations), Bookkeeper, Assistant Bookkeeper, Central Office receptionist, and other employees.

1.03 : During the life of this contract, part-time secretarial positions will be limited to:

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

ARTICLE 2

RIGHTS AND RESPONSIBILITY OF THE BOARD

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

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

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

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

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

2.02 : To determine work schedules and the hours of the work and the duties and responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.

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

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

ARTICLE 3

REPRESENTATION

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

3.02 : The Union shall advise the Board of the officers, stewards, and the building representatives named to cover the employees in the Bargaining Unit at the beginning of the school year. The Board will be advised of temporary appointments in the absence of the regular Steward or Building Representative and the Board shall continue to deal with such representative until an official written notice of change is given to the Board.

3.03 : Stewards shall be permitted time during the work day to investigate grievances; however, such investigation shall not interfere with an employee's duties which are absolutely necessary at the time to the operation of the School District.

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

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

ARTICLE 4

UNION SECURITY

4.01 : The Board agrees that, as a condition of continued employment, all employees covered by this Agreement shall either become and remain members in good standing of Chapter 03, Local 1688, Council 25, International Union of American Federation of State, County, and Municipal Employees, or pay to said Union sums equal to the amount of the membership dues as their share of the cost of representation of said non-members, no later than the end of their probationary period.

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

4.03 : Upon presentation to the employer of proper authorization signed by employees, employer agrees to deduct from the pay of such employee all dues of Local Union No. 1688, or representation fees and pay such amount deducted to said Union for every employee from whom authorization has been received.

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

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

ARTICLE 5

SENIORITY

5.01 : There shall be a seniority list for secretarial employees. Seniority of all such employees shall commence with the first day of employment in a permanent assignment as a secretary/office manager or secretary in the Anchor Bay School District. Seniority for part-time secretaries shall be prorated in proportion to the hours worked.

5.01.01 : The Chapter Chairperson shall be furnished a seniority list of employees (permanent full-time and/or part-time) 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 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 Chapter Chairperson will be provided with a list of employees terminated and a list of new employees who have completed their probationary period.

5.01.02 : When the employer furnishes the union with a seniority list as stated above, each employee and the union 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.

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

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

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

5.02.01 : If an employee quits.

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

5.02.03 : 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.

ARTICLE 6

FORCE REDUCTION

6.01 : Reduction in force (layoff) may occur because of a decrease in operating revenue, declining enrollment, or a decrease in work. The 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.

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

6.03 : The employer shall provide the Chapter Chairperson and the Chapter Secretary a copy of the layoff notice at the same time the notice is sent to the employee(s) affected.

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

6.05 : The Chapter Chairperson, Chief Steward, and one Steward shall be given preferential seniority for the purpose of layoff, provided such employees are qualified to perform the job available.

6.06 : Following the provisions of 7.02 as revised, 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 her job classification from which the employee was laid off, or, if she had bumped from her original position. Notice of recall shall be accomplished by both mailing a certified letter to said employee's last known address and attempting to reach said residence by telephone. A carbon copy is to be sent to the Chapter Chairperson. The employee is required to report to work within seven (7) days after the date of notification being mailed from the Central Office.

ARTICLE 7

TRANSFERS, VACANCIES, NEWLY CREATED POSITIONS AND BIDDING PROCEDURES

7.01 : A vacancy shall be defined as an existing job classification becoming vacant as a result of transfer, resignation, termination, newly created position or expansion of the existing work force.

7.01.01 : All vacancies and newly created positions shall be posted in all installations within five (5) working 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 the procedures outlined herein.

7.01.02 : The notice posted shall set forth the job title, qualifications for the job, shift, and location of the opening.

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

7.02 : In the event of 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 such transfer provided the lateral transfer occurs within the pay group. Lateral transfer shall be restricted within the pay grouping, 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, the provisions of 7.02.02 will prevail.

7.02.01 : Movement to a higher pay group will be based on qualifications and a competency test. A competency test will not be 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. In the event that such prerequisites are equal, then selection shall be based on seniority first in the current job classification, 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.

7.03 : 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.

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

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

7.06 : In the event 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 secretary/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 days.

7.07 : In the event new program(s) or technology is introduced in the workplace that is a required function of the employee's job, the employee(s) shall be given formal training for the appropriate program(s) or technology within one (1) month of implementation.

ARTICLE 8

PROMOTIONS OUTSIDE THE BARGAINING UNIT

8.01 : Vacancies among noninstructional bargaining units outside the secretarial/office manager bargaining unit will be posted on district bulletin boards. If a position is posted as part-time and the job becomes a full-time position, Central Office will repost the position as full-time on district bulletin boards. Employees interested must submit a letter of intent during the posting period.

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

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

ARTICLE 9

GRIEVANCE PROCEDURE

9.01 : A claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of any provision of this agreement shall be deemed a grievance under this contract.

9.02 : The time limits specified hereinafter for movement of a grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the union fails to appeal a grievance or appeal a district answer within the particular time limit or fails to comply with the written requirements at each step of the grievance procedure, the involved grievance shall be deemed abandoned and settled on the basis of the District's last answer, if any. In the event the District shall fail to supply Union with its answer to the particular step within the specified time limits, the grievance shall be automatically positioned for appeal at the next step within the time limit for exercising said appeal commencing with the expiration date of the District's grace period for answering.

9.03 : All specified time limits herein consist only of assigned work days.

9.04 : Each grievance shall have to be initiated within ten (10) days of the occurrence of the cause for complaint, or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge by either the aggrieved or the Union. However, any monetary compensation shall be limited to ten (10) working days prior to the filing of the grievance. Employees shall be considered to have knowledge of information appropriately published by the Central Office. Settlement of delayed grievances, as provided shall not be retroactive to any date prior to the date of the filing.

9.05 : STEP I

9.05.01 : The aggrieved employee or employees may take the matter up with their building principal or department director on an informal basis.

9.06 : STEP 2

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

9.06.01.01: 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.

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

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

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

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

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

ARTICLE 10

DISCIPLINE AND DISCHARGE

10.01 : The 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 agree that any 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.

ARTICLE 11

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.

ARTICLE 12

PHYSICAL EXAMINATIONS

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

12.02 : Health Examination Procedures

12.02.01 : In 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.

ARTICLE 13

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.

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

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.

ARTICLE 14

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.**

ARTICLE 15

VACATIONS

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

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.

15.06 : 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.

15.07 : Vacations of twelve (12) month employees must be used and there shall be no compensation for the failure to take said vacation. In the event an employee is disabled during the vacation period and is therefore unable to take her vacation, she may reschedule her vacation upon recovery providing the employer with adequate proof of her disability.

15.08 : Employees of twelve (12) 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 their supervisors by March 1st of each year. The employees will be notified in writing 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.

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

15.09 : Upon retirement, termination or layoff, an employee will receive money in lieu of any vacation credit remaining as of the time of such layoff, termination or retirement. In the event the laid off employee is recalled, her return to work will be without any accrued vacation. In the event of an employee's death, the employee's beneficiary shall receive the value of any accrued unused vacation days.

ARTICLE 16

HOLIDAYS

16.01 : The following days shall be celebrated as paid holidays during the life of this Agreement:

12 Month Employees - 1st Year	10 Month Employees - 1st Year
Labor Day	Labor Day
Thanksgiving Day	Thanksgiving Day
Friday after Thanksgiving	Friday after Thanksgiving
Full Day before Christmas	Full Day before Christmas
Christmas Day	Christmas Day
Full Day before New Year's	New Year's Day
New Year's Day	Good Friday
Good Friday	Easter Monday
Easter Monday	Memorial Day
Memorial Day	
Fourth of July	

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.

ARTICLE 17

NONCOMPENSABLE LEAVE

17.01 : Leaves without pay or benefits for seniority employees will be granted in accordance with the specified provision for each type of such leave as hereinafter provided, for military service, 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.

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

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

ARTICLE 18

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.

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

18.07 : When approved by the Central Office, an employee will be permitted leave days not charged against her sick leave accumulation for business of a personal nature that cannot be conducted outside the normal work day.

12 Month Employees	10 Month Employees
Two (2) Days per Year	Two (2) Days per Year

Personal business days may be used without explanation.

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

18.07.02 : Examples of unacceptable use for such Personal Business Days are as follows: (1) For recreational purposes; (2) For business transaction which results in financial gain to the employee; (3) To attend social functions; (4) To enable the employee to work for someone else; and (5) For purposes of seeking new employment.

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

18.09 : An employee shall not accumulate sick leave during any month in which the employee works less than the majority of scheduled working days in that month, exclusive of Section 18.04 of this Article. In addition, employees on leave of absence, except for illness or maternity leave must provide the total insurance premium for insurance benefits (i.e. Life, Health, Dental Insurance) if they desire to continue coverage. The Central Office's contribution of insurance benefits for employees on sick leave of absence will be as follows: (a) One (1) full month of full insurance paid by the Central Office for each twenty (20) days of accumulated sick leave during the waiting period expressed in Article 21, Section 21.05, and (b) Full insurance benefits paid by the Central Office for up to one (1) year following accepted enrollment on LTD insurance.

18.10 : In the event an employee 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.

ARTICLE 19

INSURANCE PROVISION

19.01 : The Central Office will pay all life and health insurance premiums for employees on compensable leaves of absence for the first ninety (90) calendar days of sick leave, subject to 19.03 and subsections.

19.02 : Employees scheduled to work eight (8) hours will be eligible to participate in the fringe benefit package. Part-time employees working four hours or more shall receive pro-rated fringe benefits according to hours worked per day.

19.02.01 : **ENROLLMENT PERIOD:** For employees hired from outside the bargaining unit after July 1, 1992, the enrollment period will be restricted to the first thirty (30) work days following the period the employee becomes eligible for the benefits. Thereafter, the next enrollment period will be the first thirty (30) work days in each of the following fiscal years.

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

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

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

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

19.07 : **FLEX BENEFIT COMPENSATION PLAN:** An employee eligible for benefits may elect to participate in the flex plan. Compensation for nonparticipation (Opt Out) in the health flex plan will be a cash rebate pro-rated in December of each year or a Board approved pro-rated annuity plan.

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 MAJOR MAXIMUM	70% 50% $ 600	OPT OUT
ORTHODONTIA MAXIMUM	50% $ 1,500.00	- -
		CASH REBATE $ 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.

ARTICLE 20

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.

ARTICLE 21

LIFE INSURANCE

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

$20,000.00

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

ARTICLE 22

DENTAL INSURANCE

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

ARTICLE 23

LONG TERM DISABILITY

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.

ARTICLE 24

OPTICAL INSURANCE

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

ARTICLE 25

OPTIONAL TAX ANNUITY

25.01 : **If an employee elects not to be covered by the hospitalization insurance as provided in Article 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.**

ARTICLE 26

LONGEVITY

26.01 : **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¢**

ARTICLE 27

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.

ARTICLE 28

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.

ARTICLE 29

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.**

ARTICLE 30

DURATION

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

30.02 : Notice as specified above shall be in writing and shall be sufficient if sent by certified mail addressed, if to the 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

BY Roger Facione
Roger Facione, President

BY Gary H. Wierzbicki
Gary Wierzbicki, Secretary

ANCHOR BAY SECRETARIAL BARGAINING UNIT
CHAPTER 03 OF LOCAL 1688

BY William L. Harper
William Harper
Council Representative

BY Charlotte Smith
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	1	2	3	4	5	6	7	8	9
SECRETARY / OFFICE MANAGER	8.78	9.19	9.60	10.38	10.90	11.42	12.29	12.59	12.91	13.22
SECRETARY	8.33	8.75	9.48	9.68	10.11	10.73	11.77	12.08	12.40	12.71

JULY 1, 1996 - JUNE 30, 1997

	0	1	2	3	4	5	6	7	8	9
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

APPENDIX A-1

WAGE SCHEDULE

JULY 1, 1997 - JUNE 30, 1998

	0	1	2	3	4	5	6	7	8	9
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	6	7	8	9
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	10.84	11.50	12.62	12.95	13.29	13.62

V. B.
1/22/97
Motion

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 Bergland