

Agreement

Between

*Alpena Public Schools
Alpena, Michigan*

And

*United
Steelworkers Local
211*

July 1, **2022** through June 30,
2025 (3 Year Contract)

TABLE OF CONTENTS

I. RECOGNITION	1
II. GOVERNMENT LAWS AND REGULATIONS	1
III. VACANCIES AND TRANSFERS	2
A. Vacancy Posting	2
B. Transfer	2
C. Testing	2
D. Trial Period	3
E. Evaluation	3
F. Temporary Help	3
G. Increase/Decrease in Hours	3
IV. REDUCTION OF PERSONNEL	4
A. Layoff	4
B. Recall	4
C. Position Abolished	4
V. SENIORITY	5
A. Seniority Defined	5
B. Seniority List	5
C. Loss of Seniority	5
D. Probationary Period	5
VI. COMPENSATION	6
VII. HOURS OF WORK AND OVERTIME	8
VIII. HOLIDAYS	11
IX. VACATIONS	12
X. GRIEVANCE PROCEDURE	14
XI. ABSENCES AND LEAVES	17
A. Personal Sick Leave	17
B. Family Emergency Absence	17
C. Bereavement Leave	18
D. Jury Duty Leave	18
E. Witness Leave	18
F. Conference Leave	18
G. Personal Business Leave	19
H. Paid Medical Leave	19
I. Military Leave	19
J. Leaves of Absence Without Pay or Fringe Benefits	20
1. Union Leave	20
2. Personal Illness	20
3. Prolonged Illness	20
4. Twenty Day General Leave	20
5. General Leave	20

	6. Maternity Leave	21
	7. Political Leave	21
	8. Educational Leave	21
	9. Unauthorized and Unreported Absences	22
	10. Return from Leaves of Absence	22
XII.	RESIGNATIONS	23
XIII.	DISCHARGE, DEMOTION AND DISCIPLINE	23
XIV.	MISCELLANEOUS	24
	A. Use of Office Equipment	24
	B. Mileage	24
	C. Evacuation of Buildings	24
	D. Bargaining Unit Work	24
	E. Copies of Agreement	24
	F. Co-op/Work Study Programs	24
	G. Assignment of Non-secretarial Work	24
	H. Tuberculin Tests	24
	I. Labor Organization Change	25
	J. Placement on Salary Schedule	25
	K. Work Day vs. School Calendar	25
	L. Reimbursement for College Credit	25
	M. Union Business during Working Hours	25
	N. Single Admission Sports Pass	25
XV.	RESERVATION OF RIGHTS	26
XVI.	INSURANCE BENEFITS	27
	A. Hospital-Medical	27
	B. Cash in Lieu	28
	C. Dental Care	29
	D. Vision Care	29
	E. Life Insurance	29
XVII.	CLASSIFICATION AND WAGES	30
	A. Classification	30
	B. Hourly Rates	31
XVIII.	TERMINATION CLAUSE	32
	Schedule B – Dental Care Coverage	33
	Schedule C – Vision Care Coverage	36
	Schedule D – Health Care Coverage	38
	Signature Page	39
	Seniority List Page	40

AGREEMENT

THIS AGREEMENT, entered into this 27TH day of **June** by and between the BOARD OF EDUCATION OF ALPENA AND PRESQUE ISLE COUNTIES, MICHIGAN, hereinafter called the "Board" and the UNITED STEELWORKERS –on behalf of Local 211, AFL-CIO-CLC, hereinafter called "Union". The parties agree as follows:

I. RECOGNITION

A. The School District recognizes the Union as the sole and exclusive bargaining representative for all its employees, and for the purpose of this Agreement, the term employees as certified by the State of Michigan Employment Relations Commission as the Bargaining Unit shall include all office personnel, hereinafter referred to as secretaries in the School District. This representation applies both to the classification and the type of work performed by these classifications.

B. The following employees shall not be subject to the terms of this Agreement: Confidential Administrative Assistant to the Superintendent of Schools, Pupil Accountant, Administrative Assistants to the Director of Human Resources and substitute secretaries.

C. In the future, if payroll deductions of union membership dues are allowed, the parties agree to reinstitute the language within this article from the 2016-2019 contract years.

II. GOVERNMENT LAWS AND REGULATIONS

This contract shall not supersede any existing laws or future laws of the State or Federal Government, as they affect the legal operation of the school system by the School District. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any Federal or State Law, the remaining portions of the Agreement shall continue in full force until the prescribed termination date.

The provisions of this agreement will be applied without regard to race, creed, religion, color, national origin, age, sex, physical characteristics, handicap, or marital status.

III. VACANCIES AND TRANSFERS

A. Vacancy Posting:

When a permanent vacancy occurs or a new position is established, a notice shall be sent to all secretaries via school district electronic mail describing the position and advising that applications will be accepted. This notice shall specify the final date and hour for receipt of applications and shall allow a minimum of three (3) working days. Salary classification, a brief description of the job duties, and any required performance task demonstrations shall be included. Applicants from within the bargaining unit will be tested (i.e. task demonstrations) and interviewed for proper qualifications via seniority status until the position is filled and shall be notified in writing of acceptance or the reason for rejection within five (5) working days of the completion of the testing cycle. The position shall be filled within ten (10) working days after the posting closes unless extenuating circumstances exist. When no applicants are deemed qualified as provided in Paragraph B of this section, then the position may be filled by a new employee.

At the time a temporary vacancy is known to exceed sixty (60) working days, or deemed indefinite, a notice for that vacancy shall be posted as above. If the most senior person with the ability to fill such a position cannot be released to do so, said employee shall be paid at the higher rate and a substitute may be hired.

B. Transfers within the Bargaining Unit:

Transfer within the bargaining unit shall be made on the basis of qualifications for the position. The most qualified employee, as determined by the highest composite score on the following factors, shall be awarded the position:

1. Performance task demonstrations including testing with a minimum passing score
2. Past performance evaluations
3. Interview
4. Seniority

C. Testing

Tests or documentation of another source proving proficiency shall be applied to new employees in accordance with the hiring policies and practices of the district and to employees desiring to transfer to a different position. Such tests shall be uniformly applied and shall be subject to review by the Union as to their fairness and applicability.

D. Trial Period:

1. Employees assigned a different position will be given a trial period of not less than ten (10) days worked nor more than thirty (30) days worked in which to demonstrate the ability to satisfactorily perform the duties of the job.
2. If the employee decides to vacate the position or decides not to accept the position, the employee shall be reinstated in the position formerly held. The newly vacated position shall be filled utilizing the applicants from the original posting, if possible. If the former position does not exist, the employee shall exercise provisions related to abolishment of a position.
3. Should the employee request, during the trial period, to be returned to the position formerly held, the employee shall forfeit all bidding rights for a period of six (6) months.
4. All physical transfer of personnel as a result of a vacancy shall be withheld until the entire process (bumping, testing, etc.) has been completed.
5. In the event the administration requests the employee return to the former position, the employee shall immediately be eligible for the bidding procedure. Administration will provide the reason(s) for the employee's reassignment to the employee and the Union in writing.

E. Evaluation:

All secretaries will be evaluated during their first year of employment and thereafter at least once every two (2) years or more often at the discretion of the supervisor. Unsatisfactory evaluations will result in a plan of improvement on a time line designed with the employee, their representative and supervisor. A second unsatisfactory evaluation or failure to make meaningful progress on the plan of improvement may be cause for dismissal. Copies of the form to be used will be furnished by the Human Resources Office. The form must be signed by both parties when the evaluation has been completed and a copy given to the employee and a copy sent to the Human Resources Office. **If an employee refuses to sign an evaluation, the supervisor will make a note on the evaluation.**

F. Temporary Help:

Any employee hired on a temporary basis shall not be employed for a period longer than ninety (90) calendar days. After that period, the position shall be discontinued or declared vacant and advertised as set forth in the paragraph on Vacancy Posting. A laid-off employee will have the option to be utilized as a substitute secretary (at the substitute rate of pay) pursuant to this provision. When a position is filled on a temporary basis, the President of Local 211 shall be notified in writing within a forty-eight (48) hour period.

G. Any permanent increase/decrease from the original job posting of more than one (1) hour per day in any job shall be posted.

IV. REDUCTION OF PERSONNEL

Notwithstanding any of the seniority rules contained herein, the Union President and the Chairperson of the Grievance Committee shall, during their terms of office, be placed at the head of the seniority list provided, however, that this preferential seniority shall be only for the purpose of determining layoff and recall.

A. Layoff:

1. When a reduction in the working force is necessary, secretaries shall be laid off in accordance with their seniority; that is, the secretary with the least seniority shall be laid off first, etc.; provided that in the selection of secretaries for layoff, due consideration shall be given to the retention of secretaries who have the ability to perform the work. Laid-off employees shall be recalled in accordance with their seniority (the most senior recalled first) provided they have the ability to perform the work.
2. Notice of Layoff: Employees to be laid off shall be given a two (2) week advanced notice and copies of such notice shall be provided to the President and Grievance Chairperson of the Union. When secretaries who have been laid off are to be recalled, they shall be recalled in reverse order to the layoff.

B. Recall:

1. The Human Resources Office will furnish the President and Grievance Chairperson of the Union with the names of employees being recalled.
2. Each employee is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to advise the employer in writing of change of address.
3. When an employee is recalled, the following steps will be followed:
 - (a) Telephone the employee to be recalled.
 - (b) Confirm the telephone conversation with a letter.
 - (c) If unable to reach by telephone, send a registered letter to the employee at the last known address, as shown on the employer's records. If an employee fails to report to work within ten (10) working days from date of mailing notice of recall, the employee shall be considered as having quit.
4. Laid-off employees shall be eligible for recall for a period of 2 years.

C. Position Abolished:

An employee whose position is abolished shall displace the least senior employee within the same classification whose job the employee has the ability to perform as determined by the School District. If there are no jobs in the same classification that the employee can perform, the employee shall be moved in the same manner to the next lower classification. Moves for displaced persons shall be handled in the same manner. The trial period does not apply. It shall not be mandatory for an employee to accept a part-time position when a full-time position is available.

V. SENIORITY

A. Seniority Defined:

Actual years of regular, continuous service from date of hire shall constitute the basis for seniority.

B. Seniority List:

Attached hereto and forming part of this Agreement is a chronological seniority list. The School District shall further provide the International Representative of the Union and the President and Recording Secretary of Local 211 a revised seniority list during September of each year.

C. Loss of Seniority:

1. An employee shall lose seniority and be terminated if:

- (a) The employee quits or retires.
- (b) The employee is discharged and the discharge is not reversed.
- (c) The employee is absent three (3) working days without notice or approval.
- (d) The employee fails to report for work when recalled from layoff, as set forth in this agreement.
- (e) The employee is laid off for a period of two (2) years. Employee shall keep the Human Resources Office informed of current address and phone number.
- (f) The employee fails to return to work upon expiration of a leave of absence.
- (g) The employee gives a false reason for a leave of absence or engages in other employment during such leave.

D. Probationary Period:

1. Upon initial appointment of a new hire to a position in the classified service, the first thirty (30) working days shall be considered a period of probation (if the employee is so notified prior to the end of the thirty (30) day probationary period, the probationary period can be extended another thirty (30) working days). Said probationary period shall be without seniority, leave days or other benefits.
2. Seniority of a new employee shall be established at the end of the probationary period and shall commence as of date of hire.
3. The School District shall be the sole judge of acceptance of new employees during the probationary period and no controversy concerning the continued employment of these employees shall be subject to appeal or grievance.

VI. COMPENSATION

A. The classifications and salaries of secretaries covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such classification and salary schedule shall remain in effect during the term of this Agreement unless otherwise specified herein.

B. Any working time lost by the Grievance and Negotiating Committee shall be paid for by the School District.

C. It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustment of existing wage rates, because of the creation of new job or changes in the duties and responsibilities of existing jobs. When a new job is established, or when changes in an existing job have resulted in a material change in the duties and responsibilities of same, the School District shall set a temporary rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below.

At the time of putting such temporary rate into effect, the School District will notify the President of the Union of its action. If the Union wishes to negotiate for a revision of such rate, it shall notify the Director of Human Resources within fifteen (15) days after notice from the School District has been given. If, after a meeting of the parties, no agreement is reached, the Union may file a grievance within fifteen (15) days after such meeting.

The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the temporary rate was put into effect. If the Union fails to take the required action within the time limits specified above, the temporary rate established by the employer shall become permanent and not subject to change for the remaining term of this Agreement. If at any time the Union feels that a new job has been created and has not been established and classified by the School District, or that the duties and responsibilities of existing jobs have changed materially, the Union may take this up pursuant to the grievance procedure.

With the exception of the above, there shall be no change in classification, class title, or number of steps to reach maximum salary from those provided in Schedule A.

D. Direct Deposit will be required for all payroll and reimbursements to all employees. The earned amount will always be deposited on the regularly scheduled payday. "Paycheck stubs" will be sent to employees until the employee portal is operational.

E. Other Provisions

1. Entrance Wage Rates:

Original appointment to any position shall be made at the minimum rate, except as provided by the provisions on probation, and advancement from the minimum rate within a salary or wage range shall

be by successive steps. The Director of Human Resources may approve initial compensation for a position at a higher rate than the minimum rate in the range for the classification when the needs of the service make such action necessary; provided that such employee shall not be initially compensated above the third (3rd) step of the range. Any applicant offered a position who possesses at the time of hire an Associates Degree or Bachelors Degree shall be placed at Step 3.

2. Rate of Pay for Transfers

In any case where an employee is transferred to a classification with a higher rate of pay range or the classification of the existing position is changed to a higher grade, the new rate shall be the rate of the higher classification at the same step the employee held in the previous classification. Subsequent advancement to the maximum shall be on the same basis as the contract allows all employees.

If any employee accepts a transfer to another position in the same classification, the employee shall retain the same increment step in the new position with no probationary period.

3. Advancement in Classification:

Should advancement be denied, employees shall be entitled to review their status at a meeting with the Director of Human Resources and the Grievance and Negotiation Committee.

4. Requirement as to Continuity of Service:

Service requirements for advancement within pay ranges and for other purposes as specified herein shall have the implication of continuous service, which means employment in the school's service without break or interruption of seniority.

5. Earned Degree During Employment:

If an employee earns an Associate's or Bachelor's degree during their employment with the District, the employee will advance 3 steps on the salary schedule to be effective upon receipt of official transcripts to the Human Resources office

VII. HOURS OF WORK AND OVERTIME

- A. The normal work week shall be Monday through Friday. The normal work day shall be eight hours per day for full-time secretaries.
- B. The School District will not require secretaries regularly to work in excess of such standard work week.
- C. The length of the work year will be determined by the Board.
- D. The definition of a work year for "11-month" secretaries shall be those who are normally scheduled to work less than 254 days.
- E. Twelve- (-12) month secretaries shall normally be scheduled to work 254 days or more.
- F. Daily starting and ending time shall be established by the immediate supervisor.
- G. All secretaries working more than four (4) hours per day shall be entitled to an unpaid, duty free, uninterrupted lunch period. The length of the lunch period shall be not less than one-half (1/2) hour. The lunch period may be extended beyond one-half (1/2) hour with prior approval of the building principal or immediate supervisor.
- H. Secretaries shall be paid time and one-half (1-1/2) for all work approved by the immediate supervisor in excess of eight (8) hours in any twenty-four (24) hour period. All work performed on Sunday, as such, shall be paid for at double (2) time. All work performed on Saturday, as such, shall be paid for at time and one-half (1-1/2).
- I. Fifteen (15) minute rest breaks may be taken, one each a.m. and p.m. Employees may not leave the building for this purpose without obtaining permission from the immediate supervisor.

J. Snow Day:

1. Twelve-Month Employees

When schools are closed due to inclement weather, secretaries are required to report to work. Those who are unable to report to work because of hazardous conditions will not be considered absent for a cumulative aggregate of two days in a fiscal year. Secretaries unable to report shall be required to notify their supervisor within one hour of their scheduled time to report and note the absence in WillSub, or they shall not be eligible to receive pay for that day.

2. Eleven-Month Employees (Less than 254 days.)

When schools are closed due to inclement weather and these days are counted as days of student instruction, secretaries are required to report to work. Secretaries may elect to not report to work and use the following:

- a. Use paid vacation time
- b. Use paid personal leave time
- c. Previously approved sick leave (48 hours in advance; proof of appointment on request)
- d. One additional sick leave day may be used (day of/same day) with proof of appointment. Dental/vision appointments or routine medical care (e.g. annual physicals, etc.) are not allowed under this option. Proof of appointment must be provided by the next business day or the day will be unpaid.
- e. Work make-up day(s) (with approval of the immediate supervisor) at a time not regularly scheduled to work (e.g. Trade the day against non-work time on Spring Break, or Winter Break, or Summer within the current contract year). Such adjustments shall be reported to Human Resources.
- f. With the approval of the immediate supervisor and Human Resources, work time may be made up during the current work week, but shall not subject to overtime after 8 hours. FLSA overtime provisions shall still apply.
- g. Take unpaid time with the approval of Human Resources.

When schools are closed due to inclement weather or when otherwise prevented from operating and these days do not count as days of student instruction, employees will work on the re-scheduled days as determined by the district and will be paid at their regular hourly rate of pay.

When an individual building is closed for any reason and the day counts as a day of instruction for the district, employees will report to an alternate work site.

3. All Employees

Should employees receive unemployment benefits related to Act of God Days, these benefits will be repaid to the District through payroll deduction.

K. School Threat Days:

If the Superintendent closes a school building for the remaining school day due to a threat in the building and students are present in the building, bargaining unit employees assigned to that building will be sent home after the building principal confirms that all bargaining unit employees are excused from work. If the Superintendent closes a school building for the remaining school day due to a threat in the building before the bargaining unit employee reports to school, a bargaining unit employee assigned to that building is excused from reporting to work on that day. Bargaining unit employees will be paid for

that day.

L. Any time an employee is called in on a day off or after leaving work for the day, the employee shall be paid a minimum of four (4) hours at time and one-half (1-1/2) the regular rate.

M. The District has the right to approve and assign overtime at the point of need.

VIII. HOLIDAYS

A. Employees whose work year includes the following days shall receive their regular rate of pay for each of the holidays listed below on which they perform no work. Whenever any of the holidays listed below shall fall on a Saturday or Sunday, the preceding Friday or the following Monday, whichever is observed by the teacher contract shall be observed as the holiday. Whenever any of the listed holidays falls on a school session day, the school district and Union will determine an alternate day as the observed holiday.

Good Friday	Labor Day	Day before Christmas
Easter Monday	Opening Day of Michigan	Christmas Day
Memorial Day	Deer Season	Day before New Year's Day
Independence Day	Thanksgiving Day	New Year's Day
	Day after Thanksgiving	

When Opening day of Deer Season falls on a Saturday or Sunday, or on a day when school is in session, employees will be credited with one (1) additional vacation day.

B. An employee shall be eligible for holiday pay under the following conditions:

1. The employee shall have worked the last scheduled work day prior to and the next scheduled work day following the holiday unless the employee is on an approved paid absence. In the event of sickness, a doctor's certificate may be required. If a holiday is observed on an employee's scheduled vacation, the employee's vacation shall be extended one (1) extra day or the employee may receive an additional day of pay.
2. There shall be no holiday pay for an employee on suspension, unless later reinstated.
3. Should a secretary be required to work on a holiday, the employee shall receive two (2) times the employee's hourly rate in addition to the employee's holiday pay.
4. Secretaries who are not scheduled to work during the first week of July shall not be entitled to holiday pay for Independence Day.

IX. VACATIONS

A. Twelve- (12) month secretarial employees shall receive vacation with pay, or vacation pay, in accordance with the following schedule:

Secretaries hired prior to 7/1/2011		Secretaries hired after 7/1/2011	
1-2 years	10 working days	1-5 years	7 working days
3 years	11 working days	6-10 years	12 working days
4 years	12 working days	11 years	13 working days
5 years	13 working days	12 years	14 working days
6 years	14 working days	13 years	15 working days
7 years	15 working days	14 years	16 working days
8 years	16 working days	15 years	17 working days
9 years	17 working days	16 years	18 working days
10 years	18 working days	17 years	19 working days
11 years	19 working days	18 years	20 working days
12 years	20 working days	19 years	21 working days
15 years	21 working days	20 years +	22 working days
20 years	22 working days		

1. Unused vacation time is not reimbursable. Vacation time need not be taken consecutively, but at various intervals. Secretaries **may carry over two unused vacation days for use in the next school year. The employee must request carry over of vacation days in writing to Human Resources by June 15th of each school year. Any unused vacation days that are not carried over are forfeited on June 30.** No more than eight (8) vacation days may be used by employees assigned to classroom buildings when school is in session unless granted by the Director of Human Resources. School shall be considered "in session" any day students are in attendance.
2. Vacation days shall be accumulated and determined annually on or before June 30 by the School District, and shall be used by such secretary within the twelve- (12) month period immediately following such determination or (June 30). A vacation period shall start July 1 of the fiscal year and end on the following June 30.
3. A newly employed secretary shall have paid vacation leave for the first (1st) year prorated on the basis of actual months worked in proportion to total months of the year. Days so accumulated shall be determined June 30 of the first (1st) year of employment and shall be used by such secretary within the twelve- (12) month period immediately following such determination (after June 30).
4. However, earned vacation days may be taken by twelve- (12) month employees prior to June 30 if approved by the Human Resources Office.

B. Eleven- (11) month employees shall receive full vacation.

1. No more than five (5) vacation days shall be used by employees assigned to classroom buildings while school is in session unless granted by the Director of Human Resources. These five days may not be consecutive days unless approved by the principal and the Director of Human Resources.

2. Vacation days shall be accumulated and determined annually on or before June 30 by the School District, and shall be used by such secretary within the twelve- (12) month period immediately following such determination (or June 30). A vacation period shall start July 1 of the fiscal year and end on the following June 30.

3. A newly employed secretary shall have paid vacation leave for the first (1st) year prorated on the basis of actual months worked in proportion to the total months of the year. Days so accumulated shall be determined at June 30 of the first (1st) year of employment and shall be used by such secretary within the twelve- (12) month period immediately following such determination (after June 30).

4. Secretaries may carry over two unused vacation days for use in the next school year. The employee must request carry over of vacation days in writing to Human Resources by June 15th of each school year. Any unused vacation days that are not carried over are forfeited on June 30.

C. Part-time employees shall have vacation at their regular rate of pay prorated in accordance with the total hours worked.

D. A secretary who resigns, provided a letter of resignation was received by the Director of Human Resources at least two (2) weeks prior to the effective date of resignation, does not forfeit the employee's right to any unused earned vacation time and shall be paid for such time in the employee's termination check.

E. In the event of death of any secretary, who at the time of death was eligible for vacation leave under the above provisions, such secretary's vacation pay shall be paid to the deceased employee's heirs or estate. F. No more than three (3) secretaries assigned to classroom buildings may take vacation leave at the same time when school is in session unless granted by the Director of Human Resources. G. Planned vacation leave should be reported to the Human Resources Office as soon as reasonably possible but no less than 48 working hours in advance.

X. GRIEVANCE PROCEDURE

A. Definition:

A grievance is defined as any controversy between the parties hereto; or between the School District and any employee covered by this Agreement, which relates to:

1. Working conditions at the school buildings applicable to this bargaining unit, not specifically covered by the Agreement, or
2. Interpretation or violation of any provision of this Agreement.

B. For the purposes of representation in negotiations and in the grievance procedure, the School District recognizes the Union Grievance and Negotiation Committee of three (3) members.

C. Members of the Grievance and Negotiation Committee shall be compensated at their regular rate of pay for all working time lost in adjusting grievances and negotiating of contract.

D. The Union will keep the School District informed concerning current officers and representative of Local 211.

E. Grievance Steps

1. Step One:

Within ten (10) calendar days of an occurrence or knowledge of an occurrence, a secretary with a complaint should discuss this complaint with the immediate supervisor; a member of the Grievance and Negotiation Committee being present or absent at the option of the employee. If a member of the Committee was not present and the matter is still unresolved, then another meeting between the secretary and supervisor with a member of the Committee shall take place to try to effect settlement.

If this meeting does not effect settlement within five (5) working days, then the grievance shall be reduced to writing and signed by the Committee Chairperson who shall present it to the immediate supervisor for a written answer, which shall be given within five (5) working days. The School District's copy shall be left with the immediate supervisor.

2. Step Two:

Within seven (7) working days after receiving the written answer provided for in Step One, the Grievance and Negotiation Committee may process the grievance further by requesting a meeting with the Director of Within seven (7) working days after receiving the written answer provided for in Step One, the Grievance and Negotiation Committee may process the grievance further by requesting a meeting with the Human Resources and the

International Representative of the Union or their delegated representatives. They shall meet within ten (10) working days at a mutually designated location and try to resolve the matter. As soon as possible, but within ten (10) working days after the conclusion of this meeting, the Director of Human Resources shall, in writing, give a decision or position with respect to the grievance of the Union.

3. Step Three:

In the event the matter is not resolved in Step Two, the grieving party shall have the right to submit the matter to the State Employment Relations Commission, requesting assistance of a mediator. Notice of the grieving party's intent shall be given to the other party within ten (10) days from completion of Step Two.

4. Step Four:

If Step Three does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to the American Arbitration Association; provided that said party shall give written notice to the other party of its intention within forty (40) calendar days after meeting with the mediator provided for in Step Three. If the party which initiated the grievance does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn. If the right of arbitration is exercised, both parties shall promptly take the necessary steps for selection of an arbitrator.

(a) The arbitrator in Step Four shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance, but the arbitrator shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement.

(b) The cost of such arbitration shall be borne equally by the School District and the Union and the decision of the arbitrator shall be final and binding on both parties.

F. In all steps of the grievance procedure described above, either the School District or the Union shall have the right to specify that the aggrieved employee or the employee's immediate supervisor, or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the School District and the Union.

G. If either party, the School District or the Union, as such, files a grievance it shall be introduced in Step Two of the Grievance Procedure.

H. No monetary claim by an employee covered by this Agreement or by the Union against the School District shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless circumstances of the case made it impossible for the employee or the Union, as the case may be, to know that the employee or the Union had grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of sixty (60) days prior to the date the claim was first filed in writing.

I. Whenever a Committeeperson finds it necessary to leave work for the purpose of executing any phase of the grievance, the employee shall notify the immediate supervisor and shall be granted such leave provided there is no emergency insofar as the employee's work is concerned. In any event, the employee shall be allowed to leave within a reasonable period of time.

J. Permission shall be granted to the International Representative of the Union to enter the schools for the purpose of representation upon notification to the building administrative office.

K. Failure of either party to observe the time limits as herein set forth shall constitute acceptance of the other party's position. Time limits may be extended by mutual consent.

L. A grievance may be withdrawn at any step by the Union or the Board without prejudice.

M. All documents, communications and records dealing with a grievance shall be filed separately from the personnel file of the participants.

N. Any grievant or participant shall not lose any salary compensation due to participation in or use of the grievance procedure.

O. The Union reserves the right to submit more than one (1) grievance in any step of the grievance procedure,

XI. ABSENCES AND LEAVES

Misuse, misrepresentation or misapplication of contractual leave provisions is a serious offense. Improper use of the provisions within this Article shall be subject to discipline, up to and including discharge.

A. Personal Sick Leave:

Upon employment, secretaries become eligible for fifteen (15) sick leave days to be used in case of personal illness during the first (1st) year in the system. Commencing with the second (2nd) year, an additional sick leave allowance of fifteen (15) days will be granted each year. Unused sick leave days are cumulative but shall never exceed one hundred eighty (180) days. Sick leave for employees working less than fifty-two (52) weeks will be prorated based on their scheduled year. Sick leave for new employees shall be prorated to June 30. **A physician's statement verifying the illness shall be provided upon request or after three (3) consecutive work days. The Human Resources Director may request verification of illness with absences less than three (3) days.**

1. Retiring employees, who have applied for State retirement funds may receive payment for ten (10) days of unused sick leave if they have completed ten (10) years of service to Alpena Public Schools. This shall be paid as an annuity under the Alpena Public Schools Special Pay Plan.
2. Absence due to illness in excess of accumulated paid time off (sick leave, vacation, personal) will automatically place employees on leave without pay for additional days missed in excess of paid leave.
3. A record of cumulative sick leave will be compiled and reported with the first check received in September.
4. An employee on sick leave during a paid holiday (as listed under section VI) shall be paid for the holiday and it shall not be deducted as a day of sick leave.
5. Any secretary who is absent because of any injury or disease compensable under the Michigan Workers Compensation Law, may upon request of the employee receive from the School District the difference between the allowance under the Worker's Compensation Law and their regular salary for the monetary value of their accumulated sick leave.

B. Family Emergency Absence:

Secretaries required to be absent because of any emergency illness of a member of the immediate family may draw the regular salary not to exceed five (5) days at any one time and shall be deducted from sick leave allowance. The term immediate family shall be defined as spouse, children, step-children, parents or step parents, siblings of the employee and/or spouse; and any of the following living with the employee at the time of illness: step-siblings, grandparents, grandchildren, sons- or daughters-in-law of the employee and/or spouse, and any individual living with the employee on a non-commercial basis. Family and Medical Leave Act benefits may be available for qualifying employees. A physician's statement verifying the illness shall be provided upon request or after three (3) consecutive work days. **The Human Resources Director may request verification of illness with absences less than three (3) days.**

C. Bereavement Leave:

Employees absent from duty to attend the funeral or a memorial service in lieu of the funeral of a member of the immediate family or a relative with whom they may at that time be living, may draw regular wages not to exceed three (3) days for each funeral and are independent of sick leave and are not cumulative. This leave may be extended by an additional two (2) days for the death of a spouse, parent or child.

The employee may draw an additional day if required to travel beyond a radius of five hundred (500) miles, **round-trip**, to attend the funeral. Evidence of bereavement must be presented to the immediate supervisor. The employee shall notify the immediate supervisor before being absent from work.

Days must be taken concurrent to the death and/or funeral/memorial service, unless a request for other arrangements has been approved in advance with the Director of Human Resources.

The term immediate family shall be defined to include grandparents and grandchildren, father, mother, step-parents, sister, brother, children, spouse, in-laws of the employee, step-sons or step-daughters, half brothers or half-sisters and any dependents (as approved by the Internal Revenue Annual Financial Report) living within the household.

D. Jury Duty Leave:

A secretary shall be considered on leave of absence when called for or ordered to report for jury duty. The employee will receive the regular salary, if higher, in exchange for payment received from the court less any mileage reimbursement.

E. Witness Leave:

A secretary shall be considered on leave of absence when subpoenaed to attend court proceedings or to appear in court as a witness in any case connected with the school. The School District shall pay the difference, if any, between the per diem rate of the secretary and the amount received for services as a witness.

F. Conference Leave:

Secretaries may be released from regular duties for the purpose of attending area regional conferences or secretarial workshops. Requests for such leaves must be made at least five (5) working days in advance to the immediate supervisor **and are subject to the supervisor's approval**. Such leaves shall be paid for by the Board at the secretary's regular salary.

G. Personal Business Leave:

Up to two (2) days paid leave are provided for personal business activities that are of such a nature that they cannot be done on a non-work day. Such leave is not to be interpreted as being for vacation, recreation, moneymaking activities or other employment and must be taken in no less than half (1/2) day increments. Forty eight (48) hours' notice is required if possible. In case of emergency, this may be waived if the supervisor is given a satisfactory reason for such leave. (If unavailable, contact Director of Human Resources.) In case of suspected misuse, the employee may be asked to verify proper use of this leave. Annual unused personal business leave days shall be credited to accumulated sick leave. It is understood that the crediting of unused personal business leave days to accumulated sick leave shall not exceed the one hundred eighty (180) day maximum of accumulated sick leave.

H. Paid medical Leave Act

In accordance with the Michigan Paid Medical Leave Act ("MPMLA"), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use up to 40 hours of paid medical leave for any of the following for the employee or family member per fiscal year:

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

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the MPMLA. This provision shall be interpreted and applied consistent with the MPMLA, and shall not provide greater benefits than that allowed by the statute.

To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year, worked an average at least 25 hours per week during the immediately preceding calendar year.

- I. The Employer agrees to comply with regulations for re-employment rights for military leave under state and federal law.

J. Leaves of Absence without Pay or Fringe Benefits:

Unless otherwise stated, leaves (a) must be applied for in writing; (b) are without pay or fringe benefits; and (c) vacancy created by such leave will be posted as a temporary vacancy and the employee returning from a leave returns to **either (1) the position held at the time the leave was granted if the position still exists; or (2) a positions within the bargaining unit the employee is qualified to fill.** The employee is responsible for monthly insurance premiums (where available) for the entire length of the unpaid leave.

1. Union Leave:

In the event a secretary or secretaries are selected by this International Union to perform any task or accept any position or attend Union meetings or institutes which necessitate a leave of absence, they shall be granted such leaves of absence not to exceed four (4) years. Requests for such leave must be submitted as far in advance as possible.

2. Personal Illness:

A secretary shall be granted a leave of absence without loss of seniority for a period not to exceed one (1) year for personal illness, either physical or mental. Family And Medical Leave Act benefits may be available for qualifying employees.

3. Prolonged Illness:

A secretary shall be granted a leave of absence without loss of seniority for a period not to exceed one (1) year for prolonged illness of spouse, children or parents of the employee. Family And Medical Leave Act benefits may be available for qualifying employees.

4. Twenty Day General Leave:

After paid leaves are exhausted, a secretary who has completed one (1) year of service may apply for a leave of absence of not more than twenty (20) working days. This leave can be taken consecutively with vacation time. Applications for this leave of absence shall be made to the immediate supervisor who will consider the needs of that office and attempt to arrange a schedule which will allow the leave of absence. The Director of Human Resources shall receive prior notification.

5. General Leave:

After paid leaves are exhausted, a general leave of absence may be granted by the School District to an employee who has completed one (1) year of service for a period not to exceed one (1) year. The request must be in writing to the Human Resources Office and, when possible, at least thirty (30) days in advance of the beginning of the leave and will indicate the length of the leave.

6. Maternity Leave:

An employee, after completing the probationary period, shall be granted a maternity leave without pay (unless qualifying under Article XI, H, 2) for a period not to exceed one (1) year upon request. She shall file her request in writing as soon as possible but no later than thirty days prior to the effective date of the leave and shall indicate the specific length of time requested. The approved leave shall become effective on the date requested.

Notice of intention to return from leave must be sent in writing to the Human Resources Office thirty (30) days prior to the intended return. Upon her return she shall present to the Human Resources Office a statement from the attending physician that she is in a suitable physical condition to perform the required duties.

An employee returning from a maternity leave may expect to return to the same position or a comparable position, if available.

Upon return all benefits possessed at the time of the leave will be restored (seniority including the time on leave, accumulated sick leave, etc.).

Pregnancy alone shall not be considered as sick leave within the interpretation of sick leave policy. However, temporary disabilities caused by the pregnancy, miscarriage, childbirth and recovery therefrom will be treated as sick leave under board policies and provisions of the FMLA.

7. Political Leave:

Leave may be granted to a secretary to accept appointment to serve as an elected public official for the remainder of that term [not to exceed three (3) years] without loss of seniority. The employee may take the first available vacancy if qualified.

8. Educational Leave:

Educational leave may be granted to employees under the following conditions:

- (a) The leave must not exceed one (1) calendar year.
- (b) The secretary must have been employed two (2) years prior to requesting the leave.
- (c) There must be a lapse of five (5) years between leaves.
- (d) Seniority will be frozen for the period of time while on leave. (Time on leave does not count toward seniority.)
- (e) The employee must notify the Board thirty (30) days in advance of the employee's intent to return to work.
- (f) The employee may take the first job available provided s/he is qualified.

(g) An employee taking another position outside the School District while on leave shall be considered a voluntary quit.

9. Return from Leaves of Absence:

Leaves of absence for over one (1) year for Union Leave or Worker's Compensation are made from the Alpena Public Schools and not from a specific position therein. The secretary will be reassigned to the same classification, or its equivalent, but not necessarily to the same school or building in which the employee has previously worked.

Return from approved leaves of absence [except twenty (20) day leave] must be requested by the secretary in writing to the School District or Director of Human Resources not later than thirty (30) days prior to the termination of the employee's leave. Failure to comply with this regulation shall be considered as a resignation and a forfeit of seniority rights.

XII. RESIGNATIONS

- A. Any secretary desiring to resign shall submit a written resignation to the Human Resources **Office** at least two (2) weeks prior to effective date.

- B. Any secretary who discontinues service without proper notifications shall forfeit the right to earned vacation time.

- C. Any secretary who desires to be transferred to a supervisory or executive position and shall later return to a secretary status shall be entitled to retain such seniority rights as the employee may have obtained under this Agreement prior to such transfer to supervisory or executive status.

- D. Any secretary who has resigned and at a later date is re-employed may, at the time of rehiring, be allowed up to four (4) years on the salary schedule for previous experience for the position. Such secretary shall be considered a probationary employee. One (1) year part-time experience shall be equated to one-half (1/2) year of experience, but temporary employment does not apply.

XIII. DISCHARGE, DEMOTION AND DISCIPLINE

When an employee is discharged or suspended, the School District shall immediately orally notify a member of the Grievance and Negotiation Committee. The School District shall also send, within twenty-four (24) hours, notification in writing to the Committee Chairperson.

If the Union wishes to protest the discharge or suspension, it shall notify in writing the Director of Human Resources within seven (7) work days. Failure to file such notification within seven (7) days shall constitute acceptance by the Union that the discharge or suspension was made for proper cause. If notification of protest is given by the Union within seven (7) work days, it shall become a grievance and subject to the grievance procedure specified in Article X, Paragraph E (except Step One shall be eliminated).

XIV. MISCELLANEOUS

- A. Office equipment located at the employee's work station may be made available to employees for their reasonable use outside of working hours provided that prior arrangements have been made for the purchase of any school materials used and the Board shall not be held liable for any injury to the employee while using such equipment.
- B. Secretaries who do banking and school errands for administrators shall be reimbursed for mileage on their personal cars at the rate agreed upon for all other school personnel.
- C. When students are ordered to evacuate a building due to an emergency, all secretaries shall be included in the evacuation.
- D. Persons who are excluded from the bargaining unit shall not routinely perform bargaining unit work.
1. Notwithstanding the above, it is recognized that emergency situations may occur and supervisory help may be necessary.
 2. The School District will endeavor to train additional personnel to assist in these emergency situations, thereby minimizing the necessity for supervisory help.
 3. It is understood that these emergency situations will not deprive any member of the bargaining unit of their normal, scheduled working hours, nor is it the intent to deprive such member of overtime hours.
- E. Copies of this Agreement shall be posted on the district website. Hardcopies will be made available on request to Human Resources.
- F. Students on co-op programs or work-study programs shall be given assistance and direction as required and shall be considered supplemental to the work schedules of the school employees. If any employee or the Union feels that there is an infringement on bargaining unit work resulting in loss of hours or loss of personnel in the unit, this may be taken up for discussion between the parties subject to the grievance procedure.
- G. Since efficient school administration is promoted when secretaries are working within their area of competence without excessive and overburdening demands, secretaries shall not, without their consent, be assigned non-secretarial work.
- H. A secretary required to submit to a skin test or any X-ray for tuberculosis will be granted reasonable time off without loss of pay to obtain such examinations.

I. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.

J. Salary steps within each category are based upon one (1) year. Persons employed between July 1 and December 31 shall be given credit for that fiscal year. Persons employed between January 1 and June 30 shall remain on that step through the following fiscal year. All salary steps are effective for a complete fiscal year which extends from July 1 through June 30.

K. In the event "work days" conflict with school calendar, the School District reserves the right to change them (with proper notice).

L. Job related college credit courses, approved in advance by the immediate supervisor, will be reimbursed at fifty dollars (\$50.00) per semester credit hour upon successful completion.

M. It is recognized that, from time to time, representatives of the International and Local Union may find it necessary to conduct business during normal working hours of the District. In those instances, advance notice of such meetings shall be given to the Human Resources Department, along with a list of requested attendees. This notice shall be provided as far in advance as reasonably possible.

N. A single admission sports pass will be provided to each individual secretary. Passes are not transferable and are to be used by the individual member only. It is understood that the passes are for our home events only and do not include admission to MHSAA tournament events or other non-APS sponsored athletic contests. It is also understood that other site fees (e.g. NLA \$1 surcharge) are not covered by the pass. (In the first year of this agreement, this provision will take effect 30 days from ratification or as soon as practicable.)

XV. RESERVATION OF RIGHTS

Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management, including the right to make such rules not inconsistent with the terms of this Agreement relating to its operation of the school system as it shall deem advisable.

The Board on its own behalf and on the behalf of the electors of the Alpena Public Schools District, retains and reserves unto itself, without limitation, all rights, powers, authorities, duties and responsibilities conferred upon and invested in it by the Laws and Constitutions of the State of Michigan and the United States, including the right to select and hire, to promote to a better position, to maintain discipline and efficiency of employees and the right to discharge, transfer, or discipline for cause is recognized by both the Union and the Board as the proper responsibility and prerogative of management, providing it does not violate this Agreement.

XVI. INSURANCE BENEFITS

Changes in family status shall be reported by the employee to the Fringe Benefits Office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

Employees who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right to conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

To be eligible for coverage (or increase in coverage), employees must be able to perform the "at work requirements" with this employer before benefits are effective.

Employees continually working less than a normal work week or normal work day will have insurance benefits prorated where coverage is available through the insurance carrier(s) and within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the Policyholder.

A. Hospital-Medical

Full-time employees will be provided with health insurance and prescription coverage, with the Board providing the following:

- At the discretion of the District, either:
 - o 80% premium contribution, with the employee paying the remaining costs associated with the coverages; OR
 - o The per category of coverage hard cap amounts contained within Public Act 152 of 2011, as amended.

Employees qualifying for insurance who are less than full time will be provided with the same health and prescription coverage on a pro-rated basis.

The Medical Benefit Plan Coverage shall comply with the Patient Protection and Affordable Care Act, Public Act 152 of 2011 (as amended), and the IRS Code, including all requirements necessary to avoid penalties, taxes, or fines attributable to the Board. Should plans fail to comply with the PPACA, PA 152, or the IRS Code, the Plan shall be altered to ensure compliance.

Hospital-medical insurance shall be limited to one (1) plan per household where more than one (1) family member is employed by the Alpena Public Schools. The insurance carrier shall be selected by the Board.

The Board will provide the following for eligible employees:

- Simply Blue Health Savings Account (HSA), or equivalent. Additional agreed upon details are as outlined in Appendix D.

Plan Summary of Benefits and Coverages are available through the employee portal and online.

Employer Contribution: For the **2022-2023, 2023-2024 and 2024-2025** contract years, the District agrees to provide **a dollar-for-dollar match up to and not to exceed the amounts noted below for the participating employee.** Pre-tax deposits will be made to the individual employee's HSA account.

- **Single - \$450**
- **Two Person - \$900**
- **Full Family - \$900**

Lump Sum Payments of 50%*

Balance of 50%*

Last pay period in January

Last pay period in June

Amounts are contingent on employment for the full school year and will be prorated based on H.S.A. enrollment date. For example, a participating/eligible employee who retires/resigns from employment mid-contract year will be eligible for a 50% proration of the total. Likewise, a new participating/eligible employee hired mid-contract year would be eligible for only 50% of the maximum employer contribution.

B. Cash in Lieu of Health Insurance:

Employees working thirty (30) hours or more per week and not electing to take health insurance during the previous 12 months shall receive a payment of four hundred and fifty (\$450.00) dollars to be paid the first pay in January of the school year. The employee must present evidence to the administration establishing that the employee is receiving insurance coverage from another source to be eligible for cash in lieu of insurance.

C. Dental Care

The Board will provide an **100%** premium contribution to dental care coverage as outlined in Appendix B. Employees qualifying for insurance who are less than full time will be provided with the same dental coverage on a prorated basis. The Board has the right to select a carrier and/or self insure. Dental care coverage is limited to one plan per household.

- Plan Summary of Benefits and Coverages are available through the employee portal and online.

D. Vision Care

The Board will provide an **100%** premium contribution to vision care coverage as outlined in Appendix C. Employees qualifying for insurance who are less than full time will be provided with the same vision coverage on a prorated basis. The Board has the right to select a carrier and/or self insure. Vision coverage is limited to one plan per household.

- Plan Summary of Benefits and Coverages are available through the employee portal and online.

E. Life Insurance

The School District shall provide a Term Life and Accidental Death and Dismemberment Insurance plan in the amount of Twenty Thousand (\$ 20,000) Dollars. The insurance carrier shall be selected by the School District. At age sixty-five (65), the value of life insurance may be reduced as provided by the terms of the insurance policy. Employees regularly scheduled less than twenty (20) hours per week are not eligible for term life insurance.

XVII. CLASSIFICATION AND WAGES

A. Classification - Schedule A

<u>Classification A</u>	<u>Work Days</u>
Office Assistant to the High School Principal	254
Office Assistant to the Junior High Principal	217
Accounts Payable Clerk	254
Accounts Payable Clerk / CTE	254
AHS Registrar	254
Office Assistant to the Director of Buildings, Grounds and Transportation	254

Classification B

Food Service / Technology Office Assistant	254
Office Assistant to the Director of Athletics	217
Aces Academy and District Special Education Office Assistant	206
High School Business Clerk	217
Office Assistant to the High School Assistant Principal/Counseling	217
Office Assistant to the High School Assistant Principal/Restorative Justice	217
High School Attendance and Extended Learning Office Assistant	217
High School Main Office/Switchboard	254
Junior High Main Office, Office Assistant	217
Junior High Attendance Office Assistant	217
Junior High Registrar	217
Elementary Office Assistants (8)	206

B. Hourly Rates - Schedule A

July 1, 2022 - June 30, 2023 includes 3% increase

Years of Service:	Classification	
	A	B
1 Year	\$14.88	\$14.25
2 Years	\$15.91	\$15.28
3 - 5 Years	\$16.30	\$15.68
6 - 9 Years	\$18.10	\$17.47
10 - 14 Years	\$18.69	\$18.05
15 - 19 Years	\$18.91	\$18.24
20 - 24 Years	\$19.12	\$18.44
25 - 29 Years	\$19.30	\$18.60
30 & Up Years	\$19.50	\$18.87

July 1, 2023 - June 30, 2024 includes 2% increase

Years of Service:	Classification	
	A	B
1 Year	\$15.18	\$14.53
2 Years	\$16.23	\$15.58
3 - 5 Years	\$16.63	\$15.99
6 - 9 Years	\$18.47	\$17.82
10 - 14 Years	\$19.07	\$18.41
15 - 19 Years	\$19.29	\$18.61
20 - 24 Years	\$19.51	\$18.81
25 - 29 Years	\$19.69	\$18.98
30 & Up Years	\$19.89	\$19.25

July 1, 2024 - June 30, 2025 includes 2% increase

Years of Service:	Classification	
	A	B
1 Year	\$15.48	\$14.82
2 Years	\$16.55	\$15.89
3 - 5 Years	\$16.96	\$16.31
6 - 9 Years	\$18.84	\$18.18
10 - 14 Years	\$19.45	\$18.78
15 - 19 Years	\$19.67	\$18.98
20 - 24 Years	\$19.90	\$19.18
25 - 29 Years	\$20.08	\$19.35
30 & Up Years	\$20.28	\$19.63

C. Employees working what would normally be considered a Second Shift shall receive an additional 10 cents per hour when the majority of the workday is after 5:00 p.m.

D. COVID Premium Stipend:

The District recognizes that the bargaining unit members have provided exemplary services to the District during the COVID-19 pandemic and, in an effort to retain District employees, to recognize the loyalty and sacrifices made by the eligible bargaining unit members, and to stabilize District operations, the Board wishes to compensate eligible bargaining unit members. This payment is contingent upon approval by the Michigan Department of Education to use COVID funds for this purpose.

\$500 off schedule stipend – to be paid in two installments:

1. \$250 to be paid to all bargaining unit employees employed by the District as of the ratification of the contract and who remain employed by the District as of December 1, 2022 to be paid in the second payroll in December;
2. \$250 to be paid to all bargaining unit employees employed by the District as of the ratification of the contract and who remain employed by the District as of June 1, 2023 to be paid in the second payroll in June.

Payments are subject to regular state and federal payroll deductions.

Bargaining unit employees employed after ratification and who maintain an average of 30 hours worked per week after 5 months of employment will receive an off schedule stipend of \$250 to be paid by March 1, 2023. Payment is subject to regular state and federal payroll deductions.

XVIII. TERMINATION CLAUSE

The terms of this Agreement shall become effective as of July 1, **2022** and continue until June 30, **2025**. The Agreement shall be automatically renewed for an additional period of one (1) year unless either party shall notify the other party at least sixty (60) days before the expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within fifteen (15) days from the time of such notice for the purpose of negotiating any changes or renewal.

Schedule B - Self Funded Dental Benefits Coverage Schedule



A nonprofit corporation and independent licensee
of the Blue Cross and Blue Shield Association

ALPENA PUBLIC SCHOOLS 007015704 0017 / 0018 / 0019 / 0020 / 0021 Effective Date: 07/01/2022

Dental Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Coverage determination: Claims are subject to dental necessity verification and availability of dental benefits when they are processed, as well as the terms and conditions of the applicable BCBSM certificates and riders.

Network access information

With Blue Dental PPO, members can choose any licensed dentist anywhere. However, they'll save the most money when they choose a dentist who is a member of the Blue Dental PPO network.

Blue Dental PPO network- Blue Dental members have unmatched access to PPO (in-network) dentists through the Blue Dental PPO network, which offers more than 535,000 dentist locations* nationwide. PPO dentists agree to accept our approved amount as full payment for covered services, and members pay only their applicable coinsurance and deductible amounts. Members also receive discounts on noncovered services when they use PPO dentists (in states where permitted by law). To find a PPO dentist near you, please visit mibluedentist.com or call **1-888-826-8152**.

**A dentist location is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two offices is two dentist locations.*

Blue Par SelectSM arrangement- Most non-PPO(out-of-network) dentists accept our Blue Par Select arrangement, which means they participate with the Blues on a "per claim" basis. Members should ask their dentists if they participate with BCBSM before every treatment. Blue Par Select dentists accept our approved amount as full payment for covered services, and members pay only applicable coinsurance and deductibles. To find a dentist who may participate with BCBSM, please visit mibluedentist.com.

Note: Members who go to nonparticipating dentists are responsible for any difference between our approved amount and the dentist's charge.

Note: Member cost-sharing requirements and benefit limitations are administered on a benefit year basis. Your benefit year begins on July 1 and ends the following year on June 30

Eligibility information

Member	Eligibility Criteria
Dependents	<ul style="list-style-type: none">Subscriber's legal spouseUnmarried dependent children: related to you by birth, marriage, legal adoption or legal guardianship, eligible for dental coverage through the last day of the month the dependent turns age 26, provided all eligibility requirements are met

Member's responsibility (deductible, coinsurance and dollar maximums)

Benefits	Coverage
Deductible	None

ADM PLAN9R JUL;ASCMOD 7506 DEN;BLUE DENTAL;CDC-DC 26-ME;DO-CC2;DO-DBP;DO-PPO;DOBY JUL;PK689

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Benefits	Coverage
Coinsurance (percentage of BCBSM's approved amount for covered services)	20%
• Class I services	
• Class II services	20%
• Class III services	40%
• Class IV services	50%
Dollar maximums	\$1,000 per member
• Benefit year maximum for Class I, II and III services	
• Lifetime maximum for Class IV services	\$1,000 per member

Class I services

Benefits	Coverage
Oral exams	80% of approved amount Note: Twice per benefit year
A set (up to 4 films) of bitewing x-rays	80% of approved amount Note: Twice per benefit year
Panoramic or full-mouth x-rays	80% of approved amount Note: Once every 60 months
Prophylaxis (cleaning)	80% of approved amount Note: Twice per benefit year
Sealants - for members age 19 and younger	80% of approved amount Note: Once per tooth in any 36 consecutive months when applied to the first and second permanent molars
Emergency palliative treatment	80% of approved amount
Fluoride treatments	80% of approved amount Note: Twice per benefit year
Space maintainers - missing posterior (back) primary teeth - for members 18 and younger	80% of approved amount Note: Once per quadrant per lifetime

Class II services

Benefits	Coverage
Fillings - permanent (adult) teeth	80% of approved amount Note: Replacement fillings covered after 24 months or more after initial filling
Fillings - primary (child) teeth	80% of approved amount Note: Replacement fillings covered after 12 months or more after initial filling
Recementation of crowns, veneers, inlays, onlays and bridges	80% of approved amount Note: Three times per tooth per benefit year after six months from original restoration
Oral surgery	80% of approved amount
Root canal treatment	80% of approved amount Note: Once per tooth per lifetime; retreatment of previous root canal therapy (after 12 months from the date of the original therapy) once per tooth per lifetime.
Scaling and root planing	80% of approved amount Note: Once every 24 months per quadrant
Limited occlusal adjustments	80% of approved amount Note: Limited occlusal adjustments covered up to five times in any 60 consecutive months
Occlusal biteguards	80% of approved amount Note: Once every 12 months
General anesthesia or IV sedation	80% of approved amount Note: When medically necessary and performed with oral surgery

ADM PLANYR JUL;ASCMOD 7506 DEN;BLUE DENTAL;CDC-DC 26-ME;DO-CC2;DO-DBP;DO-PPO;DOBY JUL;PK689

Benefits	Coverage
Repairs and adjustments of a partial or complete denture	80% of approved amount Note: Six months or more after denture is delivered
Relining or rebasing of a partial or complete denture	80% of approved amount Note: Once per arch in any 36 consecutive months
Tissue conditioning	80% of approved amount Note: Once per arch in any 36 consecutive months

Class III services

Benefits	Coverage
Removable dentures (complete and partial)	60% of approved amount Note: Once every 60 months
Bridges (fixed partial dentures) - for members age 16 and older	60% of approved amount Note: Once every 60 months
Endosteal implants - for members age 16 or older who are covered at the time of the actual implant placement	60% of approved amount Note: Once per tooth per lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31
Crowns, onlays, inlays, and veneer restorations - permanent teeth - for members age 12 and older	60% of approved amount Note: Once every 60 months per tooth

Class IV services

Benefits	Coverage
Minor treatment for tooth guidance appliances	50% of approved amount
Minor treatment to control harmful habits	50% of approved amount
Interceptive and comprehensive orthodontic treatment	50% of approved amount
Post-treatment stabilization	50% of approved amount
Cephalometric film (skull) and diagnostic photos	50% of approved amount

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination **before** treatment begins.

Schedule C - Self Funded Vision Benefits Coverage Schedule



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of the Blue Cross and Blue Shield Association

ALPENA PUBLIC SCHOOLS 007015704 0022 / 0023 / 0024 / 0025 / 0026 / 0027 Effective Date: 07/01/2022

Vision Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Essential Vision benefits are provided by Heritage Vision Plans. Heritage Vision Plans is an independent company providing vision benefit services for Blues members. To find a Heritage Vision Plans network provider, call **1-800-252-2053** or visit Heritage Vision Plans online at heritagevisionplans.com.

Note: Members may choose between prescription glasses (lenses and frame) **or** contact lenses, but not both.

Member's responsibility (copays)

Benefits	Network doctor	Non-network provider
Eye exam	None	None
Prescription glasses (lenses and/or frames)	No Charge	Member responsible for difference between approved amount and provider's charge
Medically necessary contact lenses	No Charge	Member responsible for difference between approved amount and provider's charge

Note: No copay is required for prescribed contact lenses that are not medically necessary.

Eye exam

Benefits	Network doctor	Non-network provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	None	Reimbursement up to \$35 (member responsible for any difference)

One eye exam in any period of 12 **consecutive** months

Lenses and frames

Benefits	Network doctor	Non-network provider
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.	No Charge	Reimbursement up to approved amount based on lens type (member responsible for any difference)

One pair of lenses, with or without frames, in any period of 12 **consecutive** months

Note: Preferred pricing discounts on noncovered lens options and upgrades, and on an additional prescription eyeglass or sunglass (second pair) purchase when obtained from a network provider.

ADM DC26MEVIS;ADM PLANR JUL;ESS VIS;EV-FLA \$150;EVC \$0;EVFL

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Benefits	Network doctor	Non-network provider
Standard frames	Up to approved amount	Reimbursement up to \$65 (member responsible for any difference)

Contact lenses

Benefits	Network doctor	Non-network provider
Medically necessary contact lenses (requires prior authorization approval from Heritage and must meet criteria of medically necessary)	None	Reimbursement up to approved amount (member responsible for any difference)
	Contact lenses up to the allowance in any period of 12 consecutive months	
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	\$150 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	\$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	Contact lenses up to the allowance in any period of 12 consecutive months when services are rendered by a Heritage network provider.	

ADM DC26MEVIS;ADM PLANYR JUL;ESS VIS;EV-FLA \$150;EVC \$0;EVFL

All amounts refer to In-Network coverage levels. Out-of-Network limitations may be found in the Group Summary Plan Descriptions. Minimum Deductible Amount for H.S.A. Plans are determined by the Internal Revenue Service on an annual basis; amounts reflected here are Calendar limits and are subject to change per IRS determination.

Simply Blue HSA

Deductible 2022 - \$1,400/\$2,800
Co Insurance (In-Network) 0%
Co-Insurance Limit \$0
Office Visit 100% after in-network deductible
Chiropractic Office Visit 100% after in-network deductible Chiropractic Visit 12
Urgent Care Visit 100% after in-network deductible ER Visit (waived if admitted) 100% after in-network deductible
3 Tiered RX Card Generic \$10 after in-network deductible Formulary \$40 after in-network deductible Non-Formulary \$80 after in-network deductible 90-day Fill \$20/\$80/\$160 after in-network deductible
Mental Health (7/1/14 PPACA) 100% after in-network deductible
Preventative Care/Screening No Charge
Prenatal & Postnatal Care 100% after in-network deductible

**Rx copays apply to the co-insurance limit under the Simply Blue.*

Note: Plan summaries are unofficial. Please check the plan documents available online (www.alpenaschools.com) for the most up-to-date/accurate information.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized

This 13th day of October 2022.

ALPENA PUBLIC SCHOOLS

UNITED STEELWORKERS



Ned Heath, Board of Education President

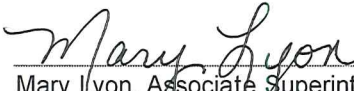
Steve Meyer, USW 211 Representative



David Rabbideau, Superintendent



Samantha Wilson, Executive Director of Human Resources and Labor Relations

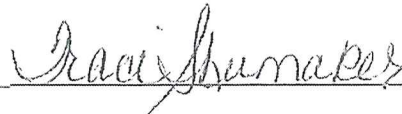


Mary Lyon, Associate Superintendent for Business and Operations

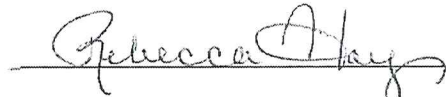


Raelyn Wilber, Human Resources Specialist

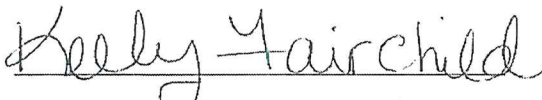
USW Local Union 211 Negotiating Committee Members



Traci Shumaker, Committee - Local 211



Rebecca Hay, Committee - Local 211



Keely Fairchild, Committee - Local 211

LOCAL 211 SENIORITY LIST July 1, 2022

<u>NAME</u>	<u>Classification/Assignment/Location</u>	<u>Seniority Date</u>
Hay, Rebecca	A/Office Assistant to the Junior High School Principal (217)	August 30, 1994
Haugerud, Brydi	A/Office Assistant to the High School Principal/AHS (254)	May 1, 1995
Manning, Julie	B/High School Main Office/ Switchboard Operator/AHS (254)	December 15, 1999
Bisanz, Sharon	A/Office Assistant to Director of Buildings, Grounds and Transportation (254)	August 13, 2001
Fitch, Heather	B/Elementary School Office Assistant/Wilson (206)	August 12, 2010
Diamond-Gentry, Dawn	B/JH Main Office, Office Assistant (217)	August 12, 2010
Shumaker, Traci	A/High School Registrar/AHS (254)	August 12, 2010
Tessmer, Kimberly	B/Attendance/Extended Learning Office Assistant/AHS (217)	July 28, 2011
O'Neil, Michele	B/Elementary School Office Assistant/Hinks (206)	August 10, 2011
Garber, Cynthia	B/Elementary School Office Assistant/Besser (206)	August 10, 2011
Fairchild, Keely	B/Elementary School Office Assistant/Sanborn (206)	October 24, 2016
Sherwood, Kristen	B/Elementary School Office Assistant/Besser (206)	February 3, 2020
Johnson, Kristine	B/Office Assistant to the Assist. Principal/Restorative Justice/AHS (217)	February 7, 2020
Decker, Janette	B/Elementary School Office Assistant/Lincoln (206)	August 27, 2020
Meddaugh, Danielle	A/Accounts Payable Clerk/CO (254)	July 19, 2021
Maciejewski, Kelly	B/Alternative Education & Special Ed Office Assistant/ACES (206)	August 25, 2021
Page, Alicia	B/Elementary School Office Assistant/Ella White (206)	October 4, 2021
Miller, Jennifer	B/Elementary School Office Assistant/Ella White (206)	November 22, 2021
Porette, Barbara	B/ Business Clerk / AHS (217)	July 26, 2022
Seguin, Kelli	B/Office Assistant to the Assistant Principal/Counseling / AHS (217)	August 3, 2022
Ellison, Tiffany	B/Junior High Attendance Office Assistant / TBJH (217)	August 8, 2022
Dorr, Abby	B/District Athletics Office Assistant/AHS (217)	August 10, 2022
Bilyeu, Katrina	A/Accounts Payable Clerk/CTE (254)	August 22, 2022
Donald, Dawn	B/ District Food Service/ Technology Office Assistant (254)	August 26, 2022