

A G R E E M E N T

Between

ANCHOR BAY SCHOOL DISTRICT

and

**TEAMSTERS STATE, COUNTY
AND MUNICIPAL WORKERS
LOCAL 214**

**Anchor Bay Administrator's Association of
District Office Administrators**



Effective April 1, 2019 through June 30, 2021

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**ADMINISTRATIVE CONTRACT
ANCHOR BAY ADMINISTRATOR'S ASSOCIATION DISTRICT OFFICE ADMINISTRATORS
ANCHOR BAY SCHOOL DISTRICT
NEW BALTIMORE, MI 48047**

RECOGNITION AND TERM OF AGREEMENT:

The District hereby recognizes the Union as the exclusive representative to the extent required by Act 379 of the Public Acts of 1965 for the purpose of collective bargaining for all personnel employed by the District as full-time Administrative employees, including Assistant Superintendent, Executive Directors, Directors, excluding interim administrative positions and the Superintendent.

The District agrees to bargain changes in wages, hours, working conditions, and fringe benefits with the Anchor Bay Administrator's Association District Office Administrators. Personal contracts issued to administrators shall be subject to this agreement. Terms and conditions of this contract shall control and supersede any conflicting provision of personal contracts.

The term of this agreement shall be from the date it is signed by the parties until June 30, 2021.

SECTION 1: ADMINISTRATIVE DUTIES

Administrative duties include all of those responsibilities defined by the Board of Education, necessary for the achievement of the District's mission and the planning, management, operation and evaluation of the educational programs and services of administrator's building or operational unit. It is agreed that the Board of Education has the right to define the duties of administrators and assign their administrative responsibilities, through the Superintendent.

SECTION 2: APPOINTMENT TO ADMINISTRATIVE POSITIONS

All applicants for positions within the unit shall meet those qualifications established by the Board of Education. Members of the Anchor Bay Administrator's Association District Office Administrators will first be given the opportunity to apply for transfer to vacant positions within the unit according to the provisions of this agreement.

2.01: Where fiscal or enrollment conditions mandate a reduction in the total number of administrative positions in the district, the Board shall have the right, subject to the provisions of this Agreement, to reassign administrators to positions to best achieve budget reductions. Following such reductions, administrators transferred under this section shall suffer no reduction in pay and have the option to return to their original position prior to posting.

- 2.02: The Board may fill any position on an interim basis for periods of less than one year when need arises, as long as no layoffs or reduction exist in the administrative unit.
- 2.03: Current members of the Anchor Bay Administrator's Association District Office Administrators will first be given the opportunity to apply for transfer to new or vacant positions prior to external posting. Applicants for positions within the unit shall meet the qualifications established by the Board of Education. In the event that more than one applicant meets the Board of Education's requirements, the applicant with the greatest administrative seniority shall be selected. Administrative seniority shall be defined as the total number of years the member has served as an Anchor Bay Administrator as defined in Section 3, Seniority.
- 2.04: The Retire/Rehire incentive program will only be offered to existing Anchor Bay Administrator Association members. The parties agree that this program may be offered as long as no layoffs or reduction exist in the administrative unit.
- 2.05: All newly hired employees shall be required to serve a probationary period of ninety (90) calendar days. All unpaid absences shall extend the probationary period accordingly. During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer. Such layoff or termination shall not be subject to the Grievance Procedure.

SECTION 3: SCHEDULES, WORKING CONDITIONS AND SENIORITY

In order to obtain ultimate efficiency in the operation of the District's schools and to provide the best possible educational program to the pupils served thereby, an administrator's schedule must be flexible.

3.01: Seniority

- A. District wide seniority shall be defined as an employee's length of service with the Employer commencing with his/her most recent date of hire.
- B. Bargaining unit seniority shall be defined as the period of employment commencing with his/her most recent date of hire in the bargaining unit, including any previously frozen seniority in the bargaining unit.
- C. Classification seniority shall be defined as the period of employment commencing from the last date of hire in his/her classification, including any previously frozen seniority in the same classification.

Employees who are hired on the same date shall be placed on the seniority list by draw.

No time shall be deducted from an employee's seniority due to absences occasioned by authorized paid leaves of absence, or unpaid leaves of absence of less than thirty (30) days. Seniority shall continue to accrue during absences from the District due to sabbatical leave,

Family and Medical Leave Act (FMLA) leave or involuntary military service.

Non-bargaining unit employees filling interim positions within the bargaining unit shall not accrue seniority during the interim appointment.

Seniority When Outside the Bargaining Unit. Bargaining Unit employees who accept a non-bargaining unit position within the District shall have their bargaining unit seniority frozen and shall not accumulate additional bargaining unit seniority while working in a non-bargaining unit position.

Seniority List. After successfully completing his/her probationary period an employee shall be placed on the seniority list as of his/her date of hire. An up-to-date seniority list shall be prepared by the Employer and presented to the Union in January and July of each year and in the event of layoff. The seniority list will show, by job classification, in order of most senior to least senior the name, site location, pay grade level and seniority date.

Loss of Seniority. An employee shall lose his/her seniority for the following reasons:

- A. The employee quits or retires;
- B. The employee is discharged. An employee shall have the right to challenge a discharge during the term of their contract as set forth in paragraph 7.4.
- C. The employee does not report for work upon notice of recall by registered mail or telegram to his/her last known address within fifteen (15) working days;
- D. The employee has been on a long-term disability (LTD) leave for two (2) years; or
- E. The employee has been on layoff status for three (3) years.

SECTION 4.

WORK SCHEDULE

4.01: For purposes of this contract the daily rate shall be calculated based on 220 days.

4.02: All administrators will be considered 52-week employees, and all pay divided by twenty-six (26) pays.

4.03: Administrators hired, or whose pay or classification changes, after August 15th of each year, shall have their salary prorated by dividing the number of workdays worked by the days specified in 4.01.

SECTION 5:

PUPIL ASSIGNMENT AND SUPERVISION

5.01: The Board of Education, recognizing that administrators are frequently exposed to situations of great stress and pressure, agrees to render to its administrators all encouragement and support when they are acting within the scope of their employment to achieve the mission of the school district.

SECTION 6:

WAGES AND BENEFITS

6.01: The administrator shall be paid on annual salary as stipulated in Appendix A. New hires may be given up to (2) years of credit for outside experience on the salary schedule at the discretion of the Board. Increments may be prorated for mid-year hires. The administrator shall receive the insurance package and other benefits set forth in Appendix A. The salary, insurance and fringe benefits shall be for the term of this Agreement being the 2018-2019, 2019-2020 and 2020-2021 school years subject to the a re-opener for the 2019-2020 and 2020-2021 school years. The reopener shall occur in both years with negotiations to commence on or about May 1 of each year.

SECTION 7:

RESPONSIBILITIES AND OBLIGATIONS

7.01: The Administrator agrees to faithfully perform his/her assigned duties in a competent and professional manner subject to the established policies and regulations of the School Board and the laws of the State of Michigan.

7.02: The Administrator represents that he/she holds all certificates, credentials, and qualifications required by law and the School Board for the assigned position. If, at any time, an Administrator fails to possess and maintain in good standing an appropriate Administrative Certificate for his/her position or to complete continuing education as required by Michigan Law or Board policy, the Administrators personal contract shall be automatically terminated.

7.03: The performance of the Administrator shall be evaluated in writing at least once a year by the Superintendent of Schools or his/her designee. The Administrator shall be entitled to review the evaluation prior to its placement in his/her personnel file. All evaluations shall be completed by March 1 of each year. The Administrator may provide a written response/rebuttal to any evaluation to be appended and placed in the personnel file. The Board of Education retains the right to terminate the Administrators personal contract for just cause prior to the date of its expiration. The Board of Education may elect not to renew the Administrators personal contract upon its expiration consistent with the terms of the Michigan School Code. In the event the Board of Education elects to terminate the Administrators personal contract prior to its

expiration the Administrator shall first be afforded a hearing, which is consistent with due process. The decision to terminate an administrator's contract shall be based on charges recommended by the Superintendent. At least seven (7) days prior to the hearing, the Administrator shall receive a statement of the written charges or charge which is being made against him/her, the opportunity to be represented by counsel at the hearing shall be public or private at the option of the Administrator as is consistent with the Michigan Open Meetings Act.

- 7.04: If the Administrator's personal contract is terminated by the Board of Education prior to its expiration pursuant to the provisions of this paragraph, all obligations under this Agreement shall terminate. The Administrator shall have the right to contest the termination using the arbitration procedure set forth in this Agreement. In the event the Administrator files a claim challenging the termination, and in the event the Administrator prevails in said legal action, the parties agree the only damages the Administrator shall be entitled to receive are the balance of the salary and benefits which would have been payable to the Administrator up to the expiration date of this the Administrator's personal contract.
- 7.05: It is expressly understood that the Administrator is granted continuing tenure in the District as an active classroom teacher, and is not granted tenure as an Administrator in this or any other Administrative position.
- 7.06: If any clause of the Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to either party.
- 7.07: Tenure in position or administrative tenure is specifically excluded by this contract.
- 7.08: After the successful completion of the probationary period, administrators will be offered a three (3) year contract, which will be renewed annually for an additional year at the discretion of the Board of Education and subject to the recommendation of the Superintendent of Schools. Notwithstanding the foregoing, the Board of Education retains the right to place an administrator on a one-year contract or two-year contract, not extend a contract or terminate a contract, as the case may be, consistent with the terms of this contract. If the Board of Education elects not to extend an administrator's contract, the Board shall provide notice of the non-extension before May 1 of the year in which the contract will not be extended. The Board of Education shall have the right to nonrenew an administrator's contract when the administrator's contract is in the final year. The non-extension or nonrenewal of an administrator's contract shall be based on the recommendation of the Superintendent. The notice of nonrenewal shall be given and the procedure shall be followed as set forth in the Michigan School Code. The decision of the Board of Education to nonrenew an administrator's contract shall not be subject to the grievance procedure and may not be heard by an arbitrator. The administrator shall have the right to grieve alleged procedural violations of this

SECTION 8:	GRIEVANCE PROCEDURE
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8.01: A grievance shall be defined as a claim by any employee, or group of employees, or the bargaining unit, that there has been a violation, misinterpretation, or misapplication of any provision of this agreement shall be deemed a grievance under this agreement. If a grievance is unique to one individual, the grievance must be filed by the individual who is affected.

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 bargaining unit fails to appeal a grievance or appeal a School Board answer within the particular specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the School Board's last answer, if any. In the event the School Board shall fail to supply the bargaining unit 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 School Board's grace period for answering.

All specified time limits herein shall consist only of work days. Employees may be given a paid leave for purposes of appearing as necessary witnesses in arbitration cases involving the Board, if they shall designate in writing at least three (3) work days prior to said hearing, and that all persons are needed. In the event that designated witnesses are in fact not necessary to the arbitration hearing, then their leave shall be without pay.

Each grievance shall have to be initiated within ten (10) work days of the occurrence which is the cause for complaint, or, if neither the aggrieved nor the bargaining unit had knowledge of said occurrence at the time of its happening, then within ten (10) work days of the first such knowledge by either the aggrieved or the bargaining unit. However, the right to initiate a grievance on the basis of unawareness of cause for complaint and relief sought, shall be limited to within fifteen (15) work days from the date of the alleged occurrence. Appropriately published School Board notices relating to rules and regulations, which are not in conflict with this agreement, shall be considered as binding the bargaining unit and all members of the bargaining unit. Settlement of delay grievances, as provided, shall be retroactive to the date of incident.

STEP ONE: Any employee, having an alleged but timely grievance as hereinabove defined, may process the complaint in the following manner. The aggrieved employee or employees shall take the matter up with the Superintendent on an informal basis within ten (10) work days following the act or condition which is the basis of this grievance.

- STEP TWO:** In the event the matter is not resolved informally, a written grievance may be filed with the Superintendent in which the grievance arises within ten (10) work days following the informal meeting. 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. The Superintendent shall have ten (10) working days to issue written decision.
- STEP THREE:** Within ten (10) work days after receiving the decision of the Superintendent, the aggrieved party has the option to appeal to the Board of Education or move the grievance on to arbitration. Should the aggrieved party choose to appeal to the Board of Education, the appeal shall be in writing and shall be accompanied by a copy of the original grievance, and the decision of Step One, if one was given. A grievance hearing shall be held within ten (10) working days. The grievant has the option of having the hearing in open or closed session. Within ten (10) work days after the grievance hearing, the Board of Education shall issue a written decision, together with the supporting reasons, to the aggrieved party and to the Association.
- STEP FOUR:** If the Association is dissatisfied with the disposition of the grievance at Step three, the bargaining unit may file for a final and binding arbitration within twenty (20) work days. The demand for arbitration shall be filed with the American Arbitration Association in accordance with the current applicable rules and regulations of said Association, sending a copy of such demand to the opposite party. In lieu of the parties using the American Arbitration Association they may mutually agree on an Arbitrator. The American Arbitration Association will only be used for selection of the arbitrator. The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation, or misapplication of specific and expressed provisions of the Collective Bargaining Agreement. The Arbitrator shall not have the power to modify, amend, add to, or subtract from this 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. The arbitrator's authority shall be as limited in this Agreement. The arbitrator shall have no power to hear any grievance or rule on any dispute regarding the decision of the Board of Education not to extend or renew the contract of any administrator. The arbitrator's authority shall be limited as to a backpay award and benefits as set forth in paragraph 7.04 of this Agreement. The expenses of the arbitrator shall be paid one-half (½) by the Association and one-half (½) 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 Association, and all members of the bargaining unit and the employer.

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

It is understood between the parties that only the bargaining unit and not an individual member has the right to proceed to arbitration.

Expedited Grievance. In the case of discharge, or by mutual agreement, other grievances, the Grievance Process will start at Step II – Superintendent.

Definition of Days. For purposes of this Article, working days shall include Monday through Friday, excluding Saturdays, Sundays, holidays, and District recess days.

SECTION 9:	UNION REPRESENTATION
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The Union may elect or appoint one (1) Steward and one (1) Alternate Steward who shall represent any or all employees working in that representational area. The Union shall also choose a Chief Steward from among the Stewards, who may represent any or all employees of the Anchor Bay School District covered by this Agreement. The Chief Steward, or designee, shall be the primary employee representative for employees in the District Office. Stewards shall have the reasonable opportunity to conduct Union business including presenting of grievances without loss of pay.

The Employer hereby agrees to recognize a Bargaining Committee composed of employee representatives from the bargaining unit. This Committee shall act in a representative capacity for the purpose of meeting with Employer representatives to negotiate new and modified agreements. The Employer will authorize said Bargaining Committee members to attend negotiation sessions that occur during their regular work hours without loss of pay. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party.

SECTION 10:	WORKING CONDITIONS
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If an Administrator is complained against or sued as a result of the discharge of his/her duties as an employee of the District, the District shall provide legal counsel and render all necessary assistance to the Administrator in his/her defense.

Use of Facilities. The Union and its members shall have the right to use District building facilities for business meetings when such facilities are not otherwise in use, if scheduled through the District as per current procedure.

Use of Equipment. Stewards and/or Alternate Stewards shall have the right to utilize the District's e-mail system, fax machines, copy machines, and telephone for the purpose of

appropriate Union notification and communication.

Mailbox / Bulletin Boards. The Union shall be given access to bargaining unit members' mailboxes for the distribution of informational material and the Union and its members shall be permitted to use assigned bulletin boards to post notices of its activities and matters of Union concern provided that all mailings and postings are identified with the author's or organization's name.

Emergency Manager Provision. An emergency manager appointed under the local financial stability and choice act, MCL 141.1541 to 141.1575 may reject, modify, or terminate this collective bargaining agreement as provided in the local financial stability and choice act.

ANCHOR BAY SCHOOL DISTRICT

By: Jonathan DeRo
Board President

TEAMSTERS LOCAL 214 – ANCHOR BAY
ADMINISTRATOR'S ASSOCIATION OF DISTRICT
OFFICE ADMINISTRATORS

By: William R. Leland 4-1-19

PERSONAL CONTRACT

THIS AGREEMENT made and entered into this first day of July, A.D. _____, by and between the Anchor Bay School District Board of Education (the "School Board") and _____ (the "Administrator").

1.) The School Board agrees to authorize a one-year extension to your current administrative contract, commencing on the first day of July, _____, and terminating on the 30th day of June, _____. In the event that the School Board determines it will not renew this contract it shall provide notification as required by the Michigan School Code. This contract is subject to renewal and extension at the discretion of the Board of Education. Therefore, the Administrator's employment at the expiration of this contract may be terminated (consistent with the Michigan School Code). This contract may also be terminated in accordance with the terms of the collective bargaining agreement between the District and the Administrator's Association.

2.) Wages, benefits and conditions of employment of the administrator shall be subject to the provisions of the agreement between the Anchor Bay Board of Education and the Anchor Bay Administrator's Association.

3.) Tenure in position or administrative tenure is specifically excluded by this contract.

4.) If the Administrator resigns their employment other than at June 30 in the event the salary paid exceeds the pro-rata calculation of salary earned based upon days worked, the Administrator agrees to repay the District for any amounts which exceed the pro-rata calculation of the salary earned based upon days worked.

____ - ____ Salary Schedule _____
Salary Adjustments _____

Total _____

APPROVED BY THE BOARD OF EDUCATION
July, _____

_____, Administrator
c.c. Personnel File

Mr. Leonard Woodside, Superintendent

APPENDIX A

INSURANCE BENEFITS, BENEFITS, AND CLASSIFICATIONS

DISTRICT OFFICE ADMINISTRATIVE STAFF

Classification:

1. District Office Administrators
 - Assistant Superintendent
 - Executive Director
 - Director Tier I
 - Director Tier II
 - Director Tier III

BENEFITS - LEAVES OF ABSENCE WITHOUT PAY

Family and Medical Leave.

- A. The District will comply with the Family and Medical Leave Act ("FMLA"), as well as District policies and procedures, with regard to requests for unpaid leaves of absence submitted by eligible bargaining unit employees.
- B. A bargaining unit member may, while on an FMLA leave, have the opportunity to apply, interview, and accept posted positions, provided that such activity does not contravene the orders of the treating physician.

Military Leave. A Military Leave of Absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the US Armed services.

Employees will receive partial pay for training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by the District for a period not to exceed 30 days.

Vacation, sick leave, and holiday benefits will continue to accrue during a Military Leave of Absence up to 30 days. Employees on two-week duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable State and Federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

Personal Leave. Any union member may receive a one-year leave without pay for exceptional reasons. The administrator shall submit a letter of application identifying the exceptional reasons for requesting said leave. The leave shall coincide with the school year. Approval must be granted by the Superintendent of Schools and Board of Education.

Other Leaves. All other unpaid leaves of absence are at the sole discretion of the District. Such leaves shall be without pay and benefits.

Responses to Leave Requests. Response to a discretionary leave request shall be communicated to the administrator as soon as possible or within forty (40) calendar days. Verification of reason for absence may be required.

BENEFITS - LEAVES OF ABSENCE WITH PAY

Vacation. District Office Administrators shall accrue annual vacation of thirty (30) days with the reimbursement of ten (10) days per year not used.

Termination. In the event that employment is terminated, either voluntarily or involuntarily, members shall receive compensation in cash at their respective current per diem base salary rates for any accrued and unused vacation days

- A. **Death.** In the event that District Office Administrators and Supervisors and Coordinators staff of the District should die while actively employed, the District shall compensate the estate in an amount equal to the number of earned vacation days in the deceased's accumulated bank at the time of death.
- B. **Computation.** The date of initial employment or hire with the District shall be used for computation purposes. Vacation accrued but not taken may be carried forward to the next contract period to a maximum of ten (10) days.

Holidays. Administrative staff shall be granted holiday time off on the holidays listed below:

Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day (Two (2) days as determined by the school calendar)
Thanksgiving (Three (3) days as determined by the school calendar)
Easter Recess (Two (2) days as determined by the school calendar)
Christmas (Four (4) days as determined by the school calendar)
New Year's (Three (3) days as determined by the school calendar)

Any other holidays approved by the Superintendent.

Whenever any of these holidays fall on the sixth and/or seventh day of the employees' regular work week, and state authorities transfer its observance to another day, that day shall then be considered the holiday. If the Superintendent requires an administrator to work additional time during the normal school year or over summer break, the administrator shall be paid the current daily rate for extra days worked. Compensatory time in lieu of pay will be an option if mutually agreed upon.

Sick and Personal Business Leave. Administrative staff of the District earn and use sick leave as follows:

Fifteen (15) leave days per year are provided for illness or personal business. These days may accumulate to a maximum of 75 per administrator. Upon reaching the cap of 75 accrued sick days no additional accumulation shall be permitted. Leave days earned above the capped amount shall be reimbursed at 30% of the administrator's daily rate, prior to June 30 of each year. Upon termination or resignation, either voluntary or involuntary, accumulated sick days shall be reimbursed at fifty percent (50%) of the employee's current daily rate.

In the case where an administrator has accrued sick leave or longevity as a teacher in the Anchor Bay School District, the available sick leave or longevity calculations shall be determined by multiplying sick leave or years of service by .75.

There is no sick leave or vacation accrual for unpaid leaves, workers' compensation leaves, or short-term disability/long-term disability leaves. In the event of a sustained illness or injury, an employee may utilize his/her bank of sick leave for the extent of the illness (if the employee's bank has sufficient number of sick days) or the employee may opt to initiate short-term disability benefits (see Benefits) at the fifteenth (15th) consecutive calendar day of illness or injury. Should the absence due to illness or injury extend beyond a period of ninety (90) calendar days, said employee may opt to initiate long-term disability (see Benefits) at the ninety-first (91st) consecutive calendar day of illness or injury. An employee absent five (5) or more consecutive working days because of illness or injury, may be required to provide a physician's certificate substantiating their absence and authorizing the employee to return to work prior to return.

With the Superintendent's approval, bargaining unit members shall be allowed to donate accrued sick days to other bargaining unit members in serious circumstances, limited to a seriously ill or disabled bargaining unit member, documented by a physician. Each bargaining unit member may donate no more than a total of six (6) sick days per fiscal year.

Short-Term Disability. Weekly benefits are provided subject to proof of loss requirements, payable to insured when employee is disabled due to illness or injury. Weekly benefit applies on the date the period of disability begins. However, the benefit is payable for the period the disability continues after the elimination period of fourteen (14) calendar days. Accumulated sick days, if any, will be used to satisfy the fourteen (14) calendar day elimination period for short-term disability benefits. The benefit will not be payable for longer than the maximum duration

of thirteen (13) weeks for one (1) continuous period of disability whether from one (1) or more causes.

Notification of intent to file for STD must be received in the District (verbal or in writing) within ten (10) working days of the employee's first day off work, except in the case of an emergency.

Benefits are payable only while under continuous care of a licensed physician. The District reserves the right to designate a licensed physician in order to conduct an independent medical exam. A bargaining unit member may, while on a short-term disability leave, have the opportunity to apply, interview, and accept posted positions, provided that such activity does not contravene the orders of the treating physician.

Sick and vacation days do not accrue while on short-term disability. The minimum benefit level provided for a base salary work week shall be 70%.

Long-Term Disability. Long-term disability (LTD) benefits provide income if a bargaining unit member is unable to work for a prolonged period. Monthly income benefits are paid when totally or permanently disabled because of illness or injury. Upon recovery, payments stop.

If a bargaining unit member becomes disabled and is eligible for benefits, he or she will continue to receive health, dental, vision and life insurance coverage for a period not to exceed two (2) years or the duration of LTD payments, whichever is less. After two (2) years on LTD, the District may post and fill the position, at which time the employee's employment will be terminated.

The monthly benefit is seventy percent (70%) of base monthly earnings at the date of disability subject to carrier maximum (current benefit maximum is eight thousand dollars [\$8,000] per month). Benefits begin after a qualifying period which is the greater of ninety (90) days or the applicable period of paid leave. Accumulated sick days may be used to satisfy the ninety (90) day elimination period for long-term disability benefits. Benefits continue throughout the period of disability pending required proof of disability from your physician. The duration of benefits is as follows:

<u>Age at Disability</u>	<u>Benefit Duration</u>
Under age 60	to age 65 but not less than 5 years
60-64	5 years
65-69	to age 70 but not less than 1 year
70 and over	1 year

The District reserves the right to designate a licensed physician in order to conduct an independent medical exam.

A survivor's benefit is paid to spouse or children under age twenty-five (25) when proof is received that the insured died while receiving benefits and if disability had continued for one hundred-eighty (180) consecutive days. The benefit will be an amount equal to three (3) times

the insured's gross monthly benefit.

LTD benefits are coordinated with other benefits such as social security, and workers' compensation

Sick and vacation days do not accrue while on long-term disability.

Workers' Compensation. Workers' compensation will be provided as required by the Michigan Workers' Compensation Act. Sick and vacation time shall not accrue during a workers' compensation leave.

Health insurance program (medical, dental, vision) shall be paid for each employee and their family, on workers' compensation up to a maximum of two (2) years from the date the employee began receiving workers' disability compensation payments. After two (2) years on workers' compensation, the District may post and fill the position, at which time the employee's employment will be terminated.

Bereavement Leave. Administrative staff who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Paid bereavement leave for a period of five (5) days with pay shall be available to the employee in the case of death of any member of the employee's or spouses immediate family. The employee may also use up to five (5) days from available Personal Business and Vacation days in the event of such deaths, if requested.

The District defines "immediate family" as the employee's spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, or any relative living in the employee's immediate household. In special circumstances, Bereavement Leave may be extended to the employee in the case of death to significant others who have either lived with the employee for a period of years or who have provided an in loco parentis relationship over the years.

Jury Duty. Jury duty leave shall be available to the employee who is summoned as a juror or subpoenaed as a witness in any judicial proceeding not of his/her own initiative. The term of the leave shall be the length of the judicial proceedings if the employee serves as a juror, or the time spent testifying if the employee is called as a witness. An employee so summoned shall endorse to the District any warrant or voucher issued for services as such juror or witness, less travel allowance. Employees summoned as jurors shall advise their supervisors as far in advance as possible as to the service dates and provide a copy of the court documents ordering their appearance.

BENEFITS – INSURANCES AND OTHER

All insurance coverage shall be in accordance with the provisions and requirements of the group policies. A bargaining unit member or spouse cannot be enrolled in any school district

benefit both as the subscriber and as a spouse. In the case of both parents being eligible for district benefits, dependents are eligible for coverage under only one parent.

Life Insurance:

Term Life. Term life insurance is effective the first (1st) day of employment for bargaining unit members and their eligible dependents. The benefit will be paid to the bargaining unit member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. See benefit summary included in Appendix A.

- A) **Additional Optional Term Life.** Optional term life insurance is available at the bargaining unit member's expense through payroll deduction at rates established for the bargaining unit member's specific age group. Optional term life insurance will require evidence of insurability and may be obtained only during regularly established enrollment periods.

Employees shall have the right to convert their group term life insurance to Ordinary Life Coverage at their expense within thirty-one (31) days following termination or retirement.

Medical Insurance. Medical insurance is effective the first (1st) day of employment for bargaining unit members and their eligible dependents. See benefit summary included in Appendix A.

Each year the District shall fund each member's Health Savings Account the amount the medical benefit plan costs for that year are below the hard cap for that year as published by the Michigan Department of Treasury. This amount shall not to exceed \$1,450 for single subscribers, and \$2,900 for two person and family subscribers.

The medical coverage plan options provided for the bargaining unit staff will be provided to employees as plan options for elected coverage. These medical plan options will include at least one PPO plan option and at least one High-Deductible (HSA accompanied) plan option. Summary Plan Descriptions for each medical coverage plan option offered by the District will be provided to existing employees during the annual health insurance open enrollment period and to new employees upon hire. At any point during the term of this Agreement, the union may request the district to seek quotes from reliable medical carriers/providers for the existing deductible, co-pay, co-insurance and/or prescription drug card levels or alternative medical coverage plan designs. Upon request, representatives for the Union agree to meet with the District to review and discuss these quotes with the understanding that any change(s) in benefit level(s) is/are subject to negotiation by the parties.

Opt Out - \$4,000 cash payment annually with \$2,000 paid on the first pay period of December and the remaining \$2,000 paid on the first pay period in June.

Dental Insurance. Dental care insurance is effective the first (1st) day of employment for bargaining unit members and their eligible dependents. See benefit summary included in

Appendix A.

Vision Insurance. Vision care insurance is effective the first (1st) day of employment for bargaining unit members and their eligible dependents. See benefit summary included in Appendix A.

Flexible Spending/Reimbursement Account. Employee Flexible Spending/Reimbursement Accounts may be established effective the first (1st) day of employment. An employee in a bargaining unit position may utilize the Employee Flexible Spending/Reimbursement Account to pay a portion of his/her out-of-pocket uninsured Health Care, Dependent Care, and Adoption expenses with employee pre-tax dollars.

The Flexible Spending Accounts are administered in accordance with applicable IRS regulations and restrictions and the annual minimum and maximum dollar contributions for allowable expenses will be consistent with the limits established by the IRS.

Tax Deferred Annuities (Salary Reduction Plan). Employees may reduce their salary for contribution in accordance with the Internal Revenue Code.

Retirement:

- A. Michigan Public School Employees Retirement Fund Paid in full by the District, exclusive of MIP payment benefits and eligibility as provided by law.

Direct Deposit. Direct Deposit of employees' paychecks into their account at their financial institution is required for all bargaining unit staff. Employees' paychecks are posted to their account at the beginning of each payday. Complete earning statement listing gross pay, deductions, and net amount deposited into employee's account is available through online services.

In-District and Out-District Mileage. Bargaining unit members shall be provided mileage reimbursement of \$1,500 paid in the first pay period of January. Out-District mileage shall be reimbursed at the current IRS rate.

Cell Reimbursement. Bargaining unit members shall be provided an allowance for cell phone paid on the first pay period of January in the amount of \$500 per year.

Longevity. An employee who has completed three (3) successful years as an administrator shall be entitled to an annual longevity payment of two hundred (\$200) dollars per year of service up to ten (10) years. An employee who has completed ten (10) successful years as an administrator shall be entitled to an annual longevity payment of two hundred ten (\$210) dollars per year for each year of service beyond ten (10) years. Longevity shall be paid in the second pay period in December.

Paid Leave Conversion. It is agreed that the administrative bargaining unit shall be eligible for paid leave conversion similar to the plan provided to the Teachers. Leave days may be converted into paid days in a manner that the final cost for the District does not increase the actual cost incurred. The figures used to complete the calculation will be adjusted to account for retirement

and FICA costs. The administrator has the option to have the conversion days paid into a deferred compensation plan utilizing a vendor from the district's approved vendor listing. The conversion days will be included as annual compensation to the State. No more than (10) ten paid conversion days are allowed and prior notice is required utilizing the form included in Appendix A to the Business Office.

An administrator who assumes, with approval in advance by the Superintendent, an additional administrative responsibility of a multi-building or district-wide nature, such as organizing, directing, or supporting an ad hoc or continuing program not normally defined within his/her job description, so long as the additional work was approved in advance by the Superintendent, will qualify for a merit award from \$1,000 to \$2,000. Each newly hired administrator will be assigned a mentor who will be given a merit award of \$1,000 unless the newly hired administrator declines a mentor. First consideration for assignment of mentors will be given to members of the Anchor Bay Administrators Association. The Administrator Association and the Superintendent or his/her designee will meet to discuss a merit adjustment in pay or other remedies should the student/administrative ratio exceeds a ratio of 500:1. An administrator may be assigned specific strategic goals by the Superintendent each school year with incentives attached to each goal with a maximum of two (2) goals per school year. The incentive amount will be determined by the Superintendent not to exceed \$2,000 per goal.

An administrator possessing an Educational Specialist's degree shall receive an annual differential of two thousand five hundred (\$2,500). An administrator possessing a doctoral degree (PhD or EdD) shall receive an annual differential of two thousand eight hundred (\$2,800).

The District shall provide Tuition reimbursement of \$2,000 per year.

- A. The district shall pay membership for an employee to enroll in a professional association(s) related to their job assignment.
- B. Administrators will be allocated \$1,000 (per year) as a personal conference fund to attend national, state and local conferences, to subscribe to publications for professional growth, or to purchase a professional library, and fees for continuing education credits. All national conferences must be approved by the Superintendent.
- C. The tuition reimbursement period will be for the fiscal year (July 1 to June 30).

Classification and Salary Schedules for bargaining unit members as approved by the Board of Education set forth in Appendix A. Annually on the last pay in June 1% of base salary is paid to a deferred compensation plan of the employees' choice from the list of district approved deferred compensation providers for District Office Administrators, Building Principals and Assistant Principals. Step advancement will occur each year beginning on July 1st of the new school year. Administrative Office Staff required to attend Regular Board of Education meetings will be provided \$1,000 per year added to their annual salary.

Anchor Bay School District

Paid Leave Conversion to Vacation Day Application
Form

Eligibility Requirements:

Maximum number of vacation days that can be used is ten (10).

Conversion formula matches formula in the Letter of Understanding dated 12/08/04
(Appendix C-4a - C-4b of the Teacher's Bargaining Agreement)

Days available for use as vacation days for the year:

December _____
January _____
February _____
March _____
April _____

Per the formula conversion pay for vacation days not worked during the year school year can be paid into a 403(b) account as deferred compensation or added to the employees regular compensation as soon as practicable after the vacation days have been applied for and approved.

Name _____ Date _____

Number of days to be used: _____

Specific dates to be used:

1. _____ 2. _____ 3. _____ 4. _____ 5. _____
6. _____ 7. _____ 8. _____ 9. _____ 10. _____

For Office Use: Contract Amount _____ Per Diem _____ Leave Days Converted _____
Vacation Days _____ Approved _____ Date _____

2018/19 Example Leave Day Conversion Calculation for Assistant Principal	
CONVERSION:	
CONTRACT AMOUNT	\$95,382.00
DIVIDED BY: CONTRACTED DAYS	210.00
EQUALS: PER DIEM	\$454.20
PER DIEM	\$454.20
DIVIDED BY: SICK DAY VALUE (1) (value of a sick day is 50%)	\$244.47
EQUALS: RATIO	1.86
RATIO: EACH PER DIEM DAY IS EQUAL SICK DAYS:	1.86
TO RECEIVE PAYOUT OF 10 PER DIEM DAYS IT WOULD TAKE SICK DAYS:	18.58
FROM THIS EMPLOYEES SICK BANK BALANCE	
PAYOUT:	
NUMBER OF SICK DAYS TO CONVERT (deducted from sick bank)	18.58
MULTIPLIED BY: ADJUSTED VALUE (2)	193.75
EQUALS: PAYOUT FOR 10 VACATION DAYS	\$3,599.62
PROOF:	
PAYOUT FOR 10 VACATION DAYS	\$3,599.62
MULTIPLIED BY MPSERS RATE (3)	1.2618
EQUALS: COST OF 10 PER DIEM DAYS	\$4,542.00
PROOF: (10 DAYS X PER DIEM)	\$4,542.00
(1) SICK DAY VALUE IS DIVISOR USED TO DETERMINE RATIO OF VACATION TO SICK DAYS (Daily Rate X 1.0765). THE FICA COST IS ADDED TO THE SICK	
(2) ADJUSTED VALUE IS THE AMOUNT THE DISTRICT WILL PAY FOR EACH CONVERTED DAY ((Daily rate X 50%)X 1.0765) / 1.2618)).	
(3) CURRENT MICHIGAN PUBLIC SCHOOL EMPLOYEE RETIREMENT RATE. THE 2018/2019 RATE IS 26.18%. THIS RATE WILL CHANGE EACH YEAR	

TERM LIFE INSURANCE SCHEDULE OF BENEFITS

ANCHOR BAY ADMINSTRATOR'S ASSOCIATION

ELIGIBLE CLASSES: Each active, Full-time employee, except any person employed on a temporary or seasonal basis, according to the following classifications:

CLASS 1: Assistant Principals and Principals

CLASS 2: Administrative Office (Director, Executive Director, Assistant Superintendent)

CLASS 3: Supervisor, Coordinator

WAITING PERIOD:

CLASS 1, 2 & 3: None

INDIVIDUAL EFFECTIVE DATE:

CLASS 1, 2 & 3: The day the person becomes eligible.

INDIVIDUAL REINSTATEMENT:

CLASS 1, 2 & 3: Not Applicable

MINIMUM PARTICIPATION REQUIREMENTS: Percentage: 100%

AMOUNT OF INSURANCE:

Basic Life and Accidental Death and Dismemberment:

CLASS 2: \$250,000, not to exceed five (5) times Earnings.

The Life amount will be reduced by any benefit paid under the Living Benefit Rider.

SCHEDULE OF BENEFITS

NAME OF SUBSIDIARIES, DIVISIONS OR AFFILIATES TO BE COVERED: NONE

ELIGIBLE CLASSES: Each active, Full-time employee, except any person employed on a temporary or seasonal basis, according to the following classifications:

CLASS 1: Assistant Superintendent, Director, Principal, Assistant Principal, Supervisor, Assistant Supervisor and Coordinator

WAITING PERIOD:

CLASS 1: None

INDIVIDUAL EFFECTIVE DATE:

CLASS 1: The day the person becomes eligible.

INDIVIDUAL REINSTATEMENT:

CLASS 1: Not Applicable

MINIMUM PARTICIPATION REQUIREMENTS: Percentage: 100% Number of Insureds: 10

LONG TERM DISABILITY BENEFIT ELIMINATION PERIOD:

CLASS 1: 60 consecutive days of Total Disability.

MONTHLY BENEFIT: The Monthly Benefit is an amount equal to:

CLASS 1: 70% of Covered Monthly Earnings, payable in accordance with the section entitled Benefit Amount.

MINIMUM MONTHLY BENEFIT: In no event will the Monthly Benefit payable to an Insured be less than \$100.

MAXIMUM MONTHLY BENEFIT:

CLASS 1: \$8,000 (this is equal to a maximum Covered Monthly Earnings of \$11,429).

MAXIMUM DURATION OF BENEFITS: Benefits will not accrue beyond the longer of the Duration of Benefits; or Normal Retirement Age; specified below:

<u>Age at Disablement</u>	<u>Duration of Benefits (in years)</u>
61 or less	To Age 65
62	3½
63	3
64	2½
65	2
66	1¾
67	1½
68	1¼
69 or more	1

OR

Normal Retirement Age as defined by the 1983 Amendments to the United States Social Security Act and determined by the Insured's year of birth, as follows:

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
1937 or before	65 years
1938	65 years and 2 months
1939	65 years and 4 months
1940	65 years and 6 months
1941	65 years and 8 months
1942	65 years and 10 months
1943 thru 1954	66 years
1955	66 years and 2 months
1956	66 years and 4 months
1957	66 years and 6 months
1958	66 years and 8 months
1959	66 years and 10 months
1960 and after	67 years

CHANGES IN MONTHLY BENEFIT: Increases in the Monthly Benefit are effective on the first of the month coinciding with or next following the date of the change, provided the Insured is Actively at Work on the effective date of the change. If the Insured is not Actively at Work on that date, the effective date of the increase in the benefit amount will be deferred until the date the Insured returns to Active Work. Decreases in the Monthly Benefit are effective on the first of the month coinciding with or next following the date the change occurs. However, changes in the Monthly Benefit because of a change in Earnings are effective as explained in the definition of Covered Monthly Earnings.

CONTRIBUTIONS: Insured: 0%

Premium contributions will not be included in the Insured's gross income.

For purposes of filing the Insured's Federal Income Tax Return, this means that under the law as of the date this Policy was issued, the Insured's Monthly Benefit might be treated as taxable. It is recommended that the Insured contact his/her personal tax advisor.

appropriate Union notification and communication.

Mailbox / Bulletin Boards. The Union shall be given access to bargaining unit members' mailboxes for the distribution of informational material and the Union and its members shall be permitted to use assigned bulletin boards to post notices of its activities and matters of Union concern provided that all mailings and postings are identified with the author's or organization's name.

Emergency Manager Provision. An emergency manager appointed under the local financial stability and choice act, MCL 141.1541 to 141.1575 may reject, modify, or terminate this collective bargaining agreement as provided in the local financial stability and choice act.

ANCHOR BAY SCHOOL DISTRICT

By: Jonathan DeRoos
Board President

TEAMSTERS LOCAL 214 – ANCHOR BAY
ADMINISTRATOR'S ASSOCIATION OF DISTRICT
OFFICE ADMINISTRATORS

By: Michael R. Leland