

**MASTER AGREEMENT**

**BETWEEN THE**

**FULTON BOARD OF EDUCATION**

**AND THE**

**FULTON EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION - MEA, NEA**

**7-1-2012 THROUGH 6-30-2014**

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**ARTICLE 1  
RECOGNITION**

- A. The Board hereby recognizes the Association (Fulton Educational Support Personnel Association, MEA, NEA) as the sole and exclusive bargaining representative for all secretaries, paraprofessionals, maintenance personnel, custodians, cafeteria personnel (including cooks), bus drivers, and bus mechanics, excluding teachers and administrators, Board secretaries, Board bookkeepers, and other employees not specifically included in the bargaining unit. The Food Service Coordinator shall be excluded from the unit.
- B. The term “employee” when used in this Agreement shall refer to all employees represented by the Association in the bargaining unit as described above.
- C. The Board agrees not to negotiate with or enter into any agreement with any employee organization other than the Association for the duration of this Agreement.
- D. Reference to employees shall include both female and male employees.
- E. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all personnel whether under contract, either verbal or written, on leave, hourly or class rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory or administrative.
- F. If an emergency manager is appointed by the State under PA 4 of 2011, fiscal Accountability Act, the emergency manager may reject or terminate the collective bargaining agreement in his/her sole discretion.

**ARTICLE 2  
BOARD RIGHTS**

The Board of Education hereby retains and reserves unto itself all powers, rights and authority vested in it by any source whatsoever. All powers, rights, and authority vested in the Board shall be exercised exclusively by the Board without prior negotiations with the Association. Such powers, rights and authority shall include by way of illustration, not limitation, the right to:

- A. Manage and control the school’s business, equipment, operations and to direct the work forces.
- B. Direct the work of all personnel, determine the number of the shifts and hours of work.
- C. The right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees.
- D. The right to determine the size of the work force, including the right to lay off employees, or subcontract work.

- E. Adopt rules and regulations.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms of this Agreement.

### **ARTICLE 3 ASSOCIATION RIGHTS**

- A. The Association and its members shall have the right to use a school building room for meetings for Association business at reasonable times outside school hours provided the room has not been previously scheduled for other events, and, that if such use of the room results in payment of custodial overtime, the Association will reimburse the Board at cost. Request for use of a room must be made at least forty-eight(48) hours prior to the requested meeting time.
- B. Bulletin board space will be made available to the Association and its members. Anything posted on the board shall be signed by the person(s) from whom it originated. Employees may use District telephones for local calls only. The Association will be allowed to use the school messenger service to deliver communications within a school building or between school buildings within the school district.
- C. Employees who are duly authorized representatives of the Association shall not transact Association business during the times they are scheduled to perform duties without the advance permission of their supervisor.
- D. The Association may use school office equipment for Association business including typewriters, computers, copy machines and other types of duplicating equipment. The Association shall pay the reasonable cost of all materials and supplies attributable to such use. The Association agrees to notify the building administrator prior to use of any school office equipment for Association business. The administrator may disapprove use of the equipment if such use becomes unreasonable.
- E. Second shift employees shall be released from their regular duties to attend an Association meeting no more than once a month providing that prior approval is obtained from the building administrator and the employee arranges to make up all time spent away from his job.
- F. The Board agrees to allow the Association, in response to written requests, to inspect available information which is necessary and pertinent to collective bargaining and/or the handling of a grievance. The Association shall not have access to individual employee personnel files unless the Association obtains written permission from each employee whose personnel file is to be reviewed. The Association may have copies of this data by paying to the District the reasonable cost of producing the copies.

- G. The Association will be allowed two (2) days per year for the purpose of Association business. The Association will notify the district prior to using the days. The employee using an Association day will receive from the district his/her regular pay and benefits for the day. The Association will reimburse the district for the cost of a substitute if one is used.

**ARTICLE 4  
EMPLOYEE RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every member of the bargaining unit shall have the right to organize and engage in lawful activities for the purpose of collective negotiations.
- B. An employee may, upon request, review the contents of his/her personnel file. A representative of the Association may accompany the employee(s) in this review. The employee may, within twenty (20) working days following the review, submit a written statement in regard to materials in the file for inclusion in the file.
- C. An employee who has been disciplined, and is in disagreement with the reason(s) therefore, may file a complaint through the grievance procedure in accordance with the timelines and procedures contained in Article 14 - Grievance Procedures.
- D. The employee participates during working hours in negotiations or grievance proceedings at the specific written request of the Board, he/she shall suffer no loss in compensation.
- E. The employer supports the concept of progressive discipline as a means to improve the affected employees work performance and agrees that the severity of the disciplinary action shall be proportionate to the alleged violation up to and including immediate discharge. The concept of progressive discipline may include the issuance of a warning (written and/or verbal), a reprimand, suspension or disciplinary time off prior to discharge when misconduct is not so severe, in the opinion of the employer, as to warrant immediate suspension, disciplinary time off or discharge. Written notification of disciplinary action, with the exception of verbal warnings, will be provided to the employee affected. No employee who has completed his probationary period shall be disciplined without just cause. Deletion of reports as agreed upon by the superintendent may be removed after the agreed upon time period.
- F. The Board agrees that written notification of any disciplinary action will be provided for the disciplined employee, and upon the employee's request, a copy will be provided for the Association President.
- G. Any case of criminal assault on an employee by a student shall promptly be reported to the Board. Time spent in court by an employee in connection with the incident shall not be charged against the employee providing the employee is not judged a guilty party in the incident. In the event the employee is found to be a guilty party in the incident, the Board may recoup compensation from the employee for time spent in court by deducting such amounts from future

compensation after docking leave time if the employee is contractually entitled to leave time for the time spent in court.

- H. Any complaint made against an employee which is to become part of his permanent personnel file will be called to the attention of the employee. However, failure to notify the employee of such complaint will not in any way prejudice the Board's position in any disciplinary action which arises in part or solely as a result of said complaint. The employee may include in his permanent personnel file a written rebuttal.
- I. The Board agrees to reimburse maintenance employees and the bus mechanic for the reasonable value of clothing destroyed as a result of job duties providing this shall not exceed twenty dollars (\$20.00) in a year. Proof of damage may be required.

**ARTICLE 5**  
**AGENCY SHOP, DUES & PAYROLL DEDUCTIONS**

- A. All employees as a condition of continued employment shall either:
  - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association and such authorization shall continue in effect from year to year unless revoked in writing between August 1<sup>st</sup> and August 31<sup>st</sup> of a given year.
  - 2. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall as a condition of employment, pay as a fee a legally permissible amount determined in a legally permissible manner which does not exceed membership dues to the Association, provided, however that the employee may authorize payroll deduction for such fee in the same manner as provided in Paragraph A-1 of this Article. In the event that an employee shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph A-1, the Board shall immediately cause the termination of employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provision of the Article is just and reasonable cause for discharge from employment. All employees new to the district will be informed of this requirement when being offered employment in the district. (The only exception to A-2 above shall be that those employees employed prior to September 1, 1978 shall have the option of choosing whether to or not to comply with A-2 above. The employee must notify the Board and the Association in writing prior to November 15, 1978 that she/he is to be exempted under this clause. Shop fee payers will not be required to pay initiation fees.)
- B. The Board agrees to advise the Association within five (5) working days, in writing, of all additions, deletions, or change in status of members of the bargaining unit.

- C. Authorized deduction of membership dues shall be made from a paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year and the Board agrees to promptly and monthly remit to the Association treasurer all monies so deducted, accompanied by a list of employees from whom the deductions have been made. Employees may also pay their dues in full to the Association Treasurer within thirty (30) days of the onset of each school year.
  
- D. The Board shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Board:
  - 1. Credit Union
  - 2. Tax Sheltered Annuities
  - 3. MESSA and MEFSA options
  - 4. Other deductions mutually agreed to by the Board and the Association.
  
- E. The association and its members individually and severally will indemnify and save harmless the Fulton Schools, Board, individual members of the Board and the Board's employees and agents, from any and all claims, demands, suits, costs, expenses, and other forms of liability, including attorney fees, incurred by reasonable action taken or not taken by the Board or its designated agent(s) for the purpose of complying with this article. In case of termination of duties, any dues or service fees overpaid to the Association shall be deducted from subsequent checks to the Association by the Board.
  
- F. Pending the outcome of PA 53's June 5, 2012 court injunction, (school districts are not allowed to collect union dues) current contract language will remain in place if upheld or will be revisited if the injunction is lifted to allow the alignment of current contract language to meet all legal requirements.

**ARTICLE 6  
HOURS AND ASSIGNMENTS**

- A. The normal work week for full time employees will be five (5) days, Monday through Friday, except for the weekend boiler check.
  
- B. Normal work hours for full time employees covered by this Agreement are in Appendix A.
  
- C. Full time employees excluding bus drivers, shall receive a lunch break of thirty (30) minutes daily scheduled by the immediate supervisor. This lunch period shall be duty-free, but the parties recognize that infrequent interruptions may occur.
  
- D. Excluding bus drivers, full-time employees shall be allowed two (2) fifteen minute rest breaks in each eight (8) hour work day, scheduled by the immediate supervisor.

E. **Twelve-Month Employees**

When schools are closed due to inclement weather or a malfunction of facilities, employees not required to report to work by their supervisor shall not suffer a loss of wages or other benefits for up to four (4) work days.

**Less Than Twelve-Month Employees**

When schools are closed due to inclement weather or a malfunction of facilities, employees need not report to work and shall suffer no loss of wages or other benefits unless the particular employee is required to report to work by the immediate supervisor, for up to (4) four work days.

However, if schools are closed due to reasons which do not allow scheduled days to be counted as days of student instruction and allow the school district to receive full state aid for those days, the Board shall have the right to reschedule the lost days and the Board shall have the right to require employees to report for work and work the rescheduled days without additional wages, compensation or benefits.

F. **Overtime**

Advance notice of overtime shall be given to the affected employee(s) whenever possible.

G. **Assignment of Overtime**

1. Overtime shall be offered to employees within the affected building according to building seniority by classification. When all employees in the classification within the affected building decline the offer of overtime, it will be offered to employees within the classification at other buildings according to seniority.
2. Should all employees in that classification refuse the overtime, it shall be assigned to the least senior member of the classification.
3. Exceptions to the procedures as described in 1 and 2 above would be situations which require an employee to have a shift extension, hence, overtime directly prior to or following the regular shift.

H. **The Board agrees to work employees only within their own classification, unless otherwise mutually agreed to in writing by the affected employee(s) and the supervisor.**

I. **Assignment of Extra Bus Runs**

1. Extra runs will be awarded to qualified and certified regular drivers on a seniority rotation basis. Names will be taken from a list of all regular drivers interested in driving extra trips.



2. If a driver on the list refuses a run, that driver will not be asked again until all other drivers have been offered an extra run.

It is understood by the parties that because of the occasional difficulty in contacting drivers, extra runs may from time to time be assigned out of order.

From time to time, special arrangements may be made between the Union, Superintendent and driver to cover special unforeseen trips.

3. If an extra run conflicts with a regular run, the driver of the regular run may have an opportunity to take the extra run provided a substitute is available.

The pay for the substitute driver will be deducted from the regular drivers pay. It shall be the responsibility of the bus supervisor to notify the district bookkeeper of these transactions.

4. The pay for extra trips will be as stated in the Master Contract.

## **ARTICLE 7 WORKING CONDITIONS**

- A. All employees shall be issued the supplies, materials, tools and equipment the administration deems necessary to complete assigned duties.
- B. If an employee feels he has not been provided adequate tools to complete his assigned duties he should file a report in writing to his immediate supervisor explaining the situation. The immediate supervisor will respond to the report within five (5) school days.
- C. An employee required to conduct the "weekend building check" shall be compensated at the applicable overtime rate as set forth herein for each day for the time actually worked or one (1) hour, whichever is greater.

## **ARTICLE 8 VACANCIES, PROMOTIONS & TRANSFERS**

- A. A vacancy shall be defined as any bargaining unit position newly created or not currently filled. Any bargaining unit member may apply for a posted vacancy.
- B. Vacancies shall be posted on employee bulletin boards for at least five (5) week days before the appointment is made. The Association President shall receive a copy of the vacancy notice on the first day of posting. The posting will contain a description of the duties of the position, state the classification of the position, and state the requirements for the position. The Board may hire a substitute to cover the position on an interim basis during the posting not to exceed twenty days.

- C. Current employees who were unsuccessful applicants will be notified in writing as to why they were not hired. Upon employment, the name of each new employee and his/her classification shall be provided to the Association.
- D. The responsibility for the filling of any vacancy rests solely with the District.
- E. The qualification for positions will be established by the Board. The qualifications established by the Board shall not be grievable. Positions which require specific abilities, skills, or experience will include a statement to that effect. Bargaining unit members who possess the stated qualifications for a position will be considered for vacancies on the following basis:

Applicants who work in the classification in which there is a vacancy will be considered first with preference given to qualified applicants within the classification. If there is more than one qualified applicant from within the classification, seniority will be the weighing factor.

If there are no qualified applicants from within the classification, consideration will be given to bargaining unit members outside the classification who meet the stated qualifications. A qualified bargaining unit member will be given preference over applicants from outside the bargaining unit.

- F. Any new position which is created by the District will be posted accordingly. The District will send the Association a copy of the posting along with a description of the duties.
- G. Bargaining unit members desiring transfer to another job classification may put in writing their interest, their qualifications, and the reasons for the transfer. The District agrees to consider any such request but is under no obligation to comply and is not required to either create a new position or assign the employee to existing vacancy in the position requested.
- H. Involuntary reassignment or transfer shall not take place without prior discussion with the affected employee, in which any objections to the assignment by the employee shall be considered. If the employee objects to the reassignment or transfer, the employee shall have the right to a full review of the case by the Association and the Superintendent. The Board will attempt to minimize and avoid un-requested transfers of employees. However, it is recognized that un-requested transfers may be necessary. The decision of the Superintendent shall be final and not subject to the grievance procedure.

Employees who are transferred or assigned to a different classification shall retain their same rate for a period of thirty (30) days as a trial period. Effective with the satisfactory completion of the trial period the employee in the new classification shall be compensated at the rate for Step 1. Then at the 3<sup>rd</sup> year of employment, those employees would automatically be brought up to present wage of that position. Employees who are transferred or assigned to different positions within the same classification shall retain their same rate for a period of thirty (30) days as a trial period. Effective with the satisfactory completion of the trial period, the employee shall be compensated at the rate for the new position and for purposes of step placement will be treated as if he/she had not changed position.

For purposes of this section, Step 1 of a classification refers to the pay rate for that position two years prior to the current year.

All new hired employees will be placed on Step 1.

- I. At its discretion, the District may affect temporary transfers between job classifications not to exceed thirty (30) days. Extensions of temporary transfers may be made if the affected employee consents to the extension. Notice of any temporary transfers will be sent to the Association President. Both parties agree that such transfers may be necessary to prevent the disruption of program or in an emergency situation as deemed necessary by the Board. An employee who is employed in a job classification on a substitute basis or due to a temporary transfer shall not gain seniority in that classification. Instead, seniority shall continue to accrue in the employee's regular classification. If however, the employee who has been temporarily reassigned becomes a regular employee in the new classification, seniority credit will be given for the time worked during temporary reassignment.
- J. When a position is eliminated and is later reinstated, the employee transferred out of the position shall be offered that job before it is posted unless the job responsibilities have changed.

## **ARTICLE 9 SENIORITY, LAYOFF & RECALL**

- A. All newly hired employees will be considered to be in a probationary status for a period of forty-two (42) working days. At the discretion of the Superintendent, a probation period may be extended a maximum of twenty-one (21) working days. An employee successfully completing probation shall have a seniority date effective with the date of hire. The extension of a probationary period is not subject to the Grievance Procedures. The probationary period for Bus Drivers as per Appendix A.
- B. Employees will hold two seniority dates:
  - 1. District Seniority - District seniority is defined as continuous service with the district from the employee's last date of hire.
  - 2. Classification Seniority - Classification seniority is defined as the length of service with the district in a particular classification. An employee may earn seniority in more than one classification at a time. Seniority shall remain separate for each classification. Classifications are as follows:
    - a.) Bus Drivers
    - b.) Cafeteria Personnel
    - c.) Custodians
    - d.) Maintenance Employees
    - e.) Mechanics
    - f.) Secretaries
    - g.) Paraprofessionals

Probationary employees shall accrue no seniority until completion of the probationary period.

- C. Seniority shall be lost by retirement, resignation or discharge. Employees on layoff shall have their seniority frozen at date of layoff and shall commence accrual at date of return from layoff. Fringe benefits under this Agreement shall not accrue to any laid off employee. An employee who changes classifications but remains within the bargaining unit shall have his/her seniority in a particular classification frozen at the date he/she becomes employed in a different classification. Seniority shall again commence accruing within a classification in the event the employee later becomes re-employed in that classification.
- D. Should the Board determine that a reduction of staff within a particular classification is necessary, employees shall be laid off by classification as follows:
  - 1. Probationary employees within the classification.
  - 2. Employees with the least seniority within the classification.
  - 3. If two or more employees have the same seniority date the employee who has worked the most regularly scheduled hours, including approved leaves (holiday, vacation, sick, personal, jury, court appearances, worker's comp., etc.) will be deemed most senior.
- E. Employees to be laid off will be given notice of possible layoff when the school district administration determines to recommend a layoff. Notice of layoff will be given as soon as the Board determines the layoff will definitely occur.
- F. Employees may "bump" back into previously held classifications only if such bumping would prevent the employee from being subject to a layoff.
- G. In the event of recall to any job classification, laid off employees shall be recalled in inverse order of layoff. Notice of recall will be sent to the employees last known address by registered mail. If the individual does not report to work within five (5) days of receipt of notice, he/she shall be deemed a voluntary quit.
- H. An employee whom is not recalled within eighteen (18) months following the last day of employment, shall have his/her employment with the Board automatically terminated.
- I. A seniority list reflecting District and Classification seniority shall be maintained by the district and shall be transmitted to the Association president not later than January 1 of each year. Changes to the seniority list will be made as they occur.
- J. The Board agrees to post a seniority list on the Association bulletin board in each building. The list will be deemed to be accurate if a question or inquiry regarding it's accuracy is not made within the next 30 calendar days.

- K. No new employees shall be employed in a classification by the Board while there are employees of the District who are laid off within the classification.
- L. Employees shall not be entitled to receive insurance benefits at Board expense during layoff. However, a laid off employee may elect to continue insurance benefits by paying the insurance prior to the date they are due at the payroll office. This section is contingent upon the approval by the respective insurance carrier.
- M. In case the elimination of a position or major cut in hours (to cause reduction of benefits) of a position, the employee affected by the reduction shall have the right to exercise his/her seniority to displace the least senioreed employee in the same classification to retain the same hours and pay. The least senioreed employee possible will be displaced or reduced.

**ARTICLE 10  
LEAVES OF ABSENCE**

- A. Sick Leave - At the first of each full month of employment worked, each employee will be credited with one (1) day of sick leave. Unused days to accumulate to a maximum of one hundred ten (110) days. Employees who have accumulated 110 sick days will be compensated 50% of their unused sick days accumulated during the year. Payment will be made prior to the close of the fiscal year. Those employees with one (1) year of service, will have three (3) days of sick leave credited in advance. Sick leave days may be used as follows:
  - 1. Sick Leave: Employees may use available leave time as necessary to recover from a personal illness (including maternity), injury or disability. Sick leave may also be used for illness of an immediate family member (spouse, child, parent, grandchildren, parents-in-law), if such illness necessitates the employee's absence from work. Sick leave used under this provision shall be limited to an accumulative total not to exceed six (6) days in any one contractual year. This limit of six (6) days may be increased upon approval of the Superintendent. All absences due to illness or injury will be debited against the employee's record on the basis of ½ hour increments, rounded up to the next nearest half hour. The Board may require a physician's certificate verifying an illness or injury as covered elsewhere in this Agreement.
  - 2. In case of death in the bargaining unit member's immediate family (children, spouse, parents, parent-in-law, son-in-law, daughter-in law, brothers, sisters, bothers-in-law, sisters-in-law, grandparents and grandchildren), the bargaining unit member will be given approved absences not to be charged against sick leave and not to exceed three (3) days for any such occurrence. Additional days may be allowed at the discretion of the Superintendent and would be deducted from sick leave. The decision of the Superintendent shall not be subject to the grievance procedures.

3. Absence for attendance at a ceremony where a college degree is conferred upon the employee, son, daughter or spouse, one (1) day.
4. If an employee on paid sick leave also begins receiving worker's compensation benefits, the employee's compensation shall be reduced to the difference between the employee's normal earnings and the amount of the worker's compensation benefits. Payment shall continue for the number of accrued sick leave days the employee had at the time worker's compensation benefits commenced and then sick leave will be deemed to be exhausted. Once accumulated sick leave expires, the employee may go on unpaid leave of absence.
5. An employee who has exhausted his/her available sick leave shall be granted an unpaid leave of absence for the duration of his/her illness or disability for up to one (1) year. In the discretion of the Board, extensions may be granted.

B. Use of sick leave time pursuant to this Article is subject to the following rules.

1. Employees must specify the reason for which they are requesting the use of sick leave time. In case of personal illness, requests should be made as far in advance as possible, but in no event later than one (1) hour prior to their scheduled starting time. In case of illness or death in the immediate family, request must be made, except in emergency situations, twenty-four (24) hours or one (1) work day, whichever is greatest, prior to commencement of the requested leave.
2. Both parties recognize that the practice of abuse of sick leave days is a practice to be avoided. Abuse of sick leave days is cause for discipline up to and including discharge.
3. The Board may require an employee to submit to a physical or psychological examination. When the Board requires such examination or designates a physician, the examination shall be at the expense of the Board.
4. If an employee is absent three (3) or more consecutive days, he/she may be required to supply a physician's statement verifying his/her ability to return to work. If an employee is absent immediately prior to and/or following a holiday he may be required to supply a physician's statement verifying his illness.
5. Leaves of absence with pay not chargeable against sick leave:
  - a. Absence when called for jury duty.
  - b. Court appearance as a witness with the exception of cases connected with employment with the District in which the employee is appearing as a witness against the District.

- c. The employee will be compensated the difference between normally earned daily wages and the jury or witness fee.
- C. A record of accumulated leave days will be furnished each employee not later than October 15<sup>th</sup> of each school year.
- D. Personal Days: Three (3) personal days per year, non-accumulative, will be granted to conduct business that cannot be conducted or performed outside the employee's regular work hours. Personal business days may not be used for extensions of vacations or holidays, for recreational purposes, for participation in or support of any conduct prohibited by law including withholding of services, or for any other reason for which a leave of absence is provided by this Agreement. To be eligible to use a personal day, the employee must notify the Administration at least forty-eight (48) hours in advance. This prior notification requirement may be waived in case of emergency. The Board may place reasonable limitations upon the number of employees who may be absent for personal business on a particular date. Employees will be compensated for one half (1/2) of the personal days that are not used during the year. Payment will be made prior to the close of the fiscal year.

\*Please Note: We are interpreting the word "Administration" to mean "Administrator or Immediate Supervisor of building".

- E. Employees shall make application to the District for an unpaid leave of absence. Applications for such leaves shall set forth the following minimal information:
  - 1. Name, date, applicant's signature.
  - 2. Nature of request and supporting reasons.
  - 3. Date applicant desires to commence and terminate the leave of absence.

The application shall be made at least twenty (20) days prior to commencement of said leave and within ten (10) days after receipt of proper application the Superintendent will acknowledge in writing the District's approval or denial of said request.

- F. Unpaid leave of absence as provided for in paragraph A, B, and E above shall be without pay, fringe benefits, experience credit and without sick leave accumulation. Upon return from an authorized unpaid leave of absence the employee shall be restored to the same position on the salary schedule as when he/she left and be entitled to other accrued benefits earned prior to said leave.
- G. During the period of an unpaid leave of absence employees shall not be entitled to insurance benefits at District expense. Upon the approval of, and subject to the limitations established by the respective insurance carrier, insurance benefits may be continued at the employee's expense by paying the appropriate premiums at the payroll office.

- H. The Superintendent's decision regarding any unpaid leave of absence shall be final and not be subject to the grievance procedure. Reasons for denial will be provided upon the employee's request.

## **ARTICLE 11 VACATION**

A. General Conditions:

1. Vacation time for an employee will be calculated on the basis of his seniority as of July 1 of each year and credited to the employee on that date.
2. Only full time, full year employees are eligible to earn vacation time.
3. Vacation time is not cumulative. Earned vacation must be taken before June 30 of the year following earning of the vacation.
4. Arrangements for vacations must be made with and approved by the immediate supervisor and the Superintendent. Vacations must be requested at least four (4) weeks prior to the desired beginning date.
5. Granting of vacations for specific times is discretionary with the Board. If two (2) or more employees apply at the same day for vacations covering the same periods, the following factors will be taken into consideration in granting the vacation:
  - a. Seniority in the classification;
  - b. Necessity of that person's presence during requested leave period.
6. Full day, 52 week employees shall have the option, at the discretion of their supervisor, to split their vacation time between summer and school year if so desired. This would exclude Christmas Break, Spring Break and Graduation unless pre-approved by their immediate supervisor.
7. Vacation time will be paid at the employee's normal rate.
8. If an employee is not granted a vacation at a requested time, the vacation may be scheduled by the immediate supervisor and the individual employee.
9. Vacation Days/Hours Formula for the Community Education Secretary.

Total number of hours the employee worked from July 1<sup>st</sup> through June 30<sup>th</sup> within this position during the previous year.

Divide the number of hours worked by the number of hours in a work year (2,080/yr.) to determine the percentage of vacation time available.



Divide the percentage of vacation time available into the number of vacation hours for which the employee is eligible. This equals the number of hours for which the employee is entitled.

B. Vacation time will be credited as follows:

<u>Seniority</u>	<u>Vacation Time</u>
More than 1 year, less than 2 years	5 work days
More than 2 years, less than 6 years	10 work days
Six years	12 work days
Seven years	14 work days
More than 8 years, less than 12 years	15 work days
More than 12 years, less than 16 years	17 work days
Sixteen years and over	20 work days

For purposes of the above vacation schedule, only seniority earned as a full-time, full year employee shall be counted for the purposes of determining the amount of vacation time to which an employee is entitled.

- C. Absence on account of sickness, injury or disability in excess of that herein authorized for such purposes may be charged against vacation credit.
- D. By October 15 of each year, each employee shall be furnished with a record of accumulated vacation days.
- E. Upon separation, at employee's option, vacation will be credited or paid on a prorated basis for employees not completing a full year.

## **ARTICLE 12 HOLIDAYS**

A. Full time employees shall be paid for their normal work day at their regular rates for the following holidays:

Labor Day	New Years Day
Thanksgiving Day	Memorial Day
Friday following Thanksgiving Day	½ day of Good Friday
Day before Christmas	July 4 <sup>th</sup>
Christmas Day	

Full time employees are to be defined as any support staff person who was hired before July 1, 1992, working four hours or more, any support staff person hired after July 1, 1992 must work more than seven hours.

- B. Employees will not normally be required to work holidays listed in 12,A. Employees required to work on a holiday will, in addition to holiday pay, be granted an additional vacation day. Employees conducting boiler checks on holidays shall earn vacation time on an hour-for-hour basis.
- C. To be eligible for holiday pay an employee must be a regular, full time employee on the day of the holiday. He/she must have completed his/her probationary period and must have worked his/her first regularly scheduled work day after the holiday.
- D. No holiday pay will be paid any employee for a holiday which falls during the summer break period if such employee is not regularly employed in the summer. And, no holiday pay shall be paid to an employee while he/she is on an unpaid leave of absence.
- E. If a holiday falls on an employee's regularly scheduled day off, the employee shall celebrate such holiday on the closest regularly scheduled working day.
- F. If an employee is on vacation on any of the above named holidays the day shall be counted as a holiday and not a vacation.

**ARTICLE 13  
EMPLOYEE EVALUATION**

- A. A written job description shall be given to each employee in order to facilitate the performance of his duties. The job description shall continue in full force and effect for the term of this Agreement unless changed by the Superintendent.
- B. Each employee will be evaluated at least once every two (2) years. Each probationary employee will be evaluated at least once during his probationary period.
- C. All evaluations must be discussed with the employee before they are submitted to the Superintendent and shall bear the signatures of the evaluator and the employee. Employees will be provided the opportunity to discuss their evaluation with the supervisor who prepared it. An employee's signature on the evaluation will not constitute approval of the evaluation, but indicate the employee is familiar with it.
- D. A copy of the written evaluation shall be submitted to the employee at the time of the personal interview.
- E. In the event of an unsatisfactory evaluation, the employee may request re-evaluation within ten (10) days. The honoring of such a request shall be optional at the discretion of the employer.

**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

- A. A “grievance” is a claim by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any express provision of this Agreement.
  
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  - 1. The termination or failure to reemploy any probationary employee.
  - 2. Any matter involving employee evaluation.
  - 3. Any complaint for which there is another remedial procedure or forum established by law or regulation or any complaint within the jurisdiction of a state or federal agency.
  
- C. All written grievances not specifying the following information may be rejected as improper:
  - 1. It shall contain a synopsis of the facts giving rise to the alleged violation.
  - 2. It shall cite the section or subsection of this contract alleged to have been violated.
  - 3. It shall contain the date of the alleged violation.
  - 4. It shall specify the relief requested.
  - 5. It shall be signed by the grievant.
  
- D. Procedure
  - 1. **Level One**

A grievant alleging a violation of this contract shall, within ten (10) working days of its alleged occurrence, orally discuss the grievance with his/her immediate supervisor in an attempt to resolve the grievance. If no resolution is obtained within five (5) working days of the discussion, the grievant may reduce the grievance to writing and proceed to Level Two. For the purpose of this Article, “working days” shall mean week days Monday through Friday except for holidays.
  
  - 2. **Level Two**
    - a. If the Level One decision is not satisfactory, the grievance shall be presented to the Superintendent within five (5) working days of receipt of the Level One response.

- b. The Superintendent shall hold a meeting with the grievant(s) and the grievant's Association Representative within five (5) working days of receipt of the grievance.
- c. The Superintendent shall render a written decision to the grievant(s) and the Association within five (5) working days of the meeting.

3. **Level Three**

- a. If the Level Two decision is not satisfactory, the grievance shall be presented to the Secretary of the Board of Education within five (5) working days of receipt of the Level Two response.
- b. Within fifteen (15) working days of receipt of the grievance at Level Three the Board of Education shall convene a hearing with the grievant(s).
- c. The Board of Education shall render a written decision to the grievant(s) and the Association within seven (7) working days of the hearing.

4. **Level Four**

- a. If the Association is not satisfied with the Level Three disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may, at the option of the Association, be submitted to arbitration.
- b. If the parties cannot agree upon an arbitrator within seven (7) calendar days of the date the Board of Education's decision was due and the Association still desires to proceed to arbitration, the Association must file a demand for arbitration with the American Arbitration Association within thirty (30) calendar days from the date of the Board of Education's decision or the due date of the Board of Education's decision. If a timely demand for arbitration is filed, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. If a demand for arbitration is not filed in a timely fashion, the grievance shall be deemed to be settled on the basis of the last response given.
- c. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to reply on any evidence not previously disclosed to the other party.
- d. The arbitrator shall have no power to:
  - add to, subtract from, disregard, alter or modify any terms of this Agreement,
  - establish wage schedules or change any wage rate,
  - award monetary relief where there has been no loss or reduction in wages,

- interpret state or federal law except as may be necessary to determine whether a grievance is arbitrable,
  - award interest or punitive damages,
  - award relief retroactive beyond the date the grievance was filed,
  - change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board regarding the reasonableness of any such practice, policy, rule or any action taken by the Board.
- e. The arbitrator's decision shall be final and binding on the Association, all employees covered by this Agreement, and on the Board.
- f. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- g. The expenses of the arbitrator shall be paid by the loser. The Association shall be deemed to be the loser if the relief sought by the Association is not awarded.
- E. Should an employee fail to initiate a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the time limits specified all further proceedings shall be barred, and therefore the last answer shall constitute final disposition of the grievance.
- F. The Association shall have no right to file a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon, unless the grievance affects an entire classification and/or the entire bargaining unit.
- G. All preparation, filing, or presentation of a grievance shall be at times other than during the employee's working hours.
- H. The number of days indicated at each level above should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representative of each party.
- I. A grievance may be withdrawn at any level without establishing a precedent.
- J. Either party may involve their representative at any and all stages of the grievance proceedings. There shall be no reprisals of any kind against any employee involved in the grievance procedure.
- K. Access to public information necessary for the processing of any grievance shall be furnished upon request to all parties involved in said grievance.
- L. The grievance form shall be prepared jointly by the administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

**ARTICLE 15**  
**NEGOTIATION PROCEDURES**

- A. This Agreement may be extended only by mutual written consent by the parties.
- B. The parties agree upon request by either party within sixty (60) days prior to expiration of this Agreement to begin negotiations for a successor agreement.
- C. This Agreement constitutes the sole and entire existing Agreement between the parties and superseded all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

**ARTICLE 16**  
**CONTINUITY OF OPERATIONS**

The Association and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Association and the Board subscribes to the principle that differences shall be resolved by peaceful and appropriate means without interruption to the school program. The Association therefore agrees that their representatives and members shall not authorize, instigate, coerce, aid, or encourage any slowdown, stoppage or strike in the school system.

The Board agrees that it will not during the period of this Agreement, lock out any of the employees of the bargaining unit.

**ARTICLE 17**  
**MISCELLEANOUS PROVISIONS**

- A. The Board will provide smocks and coveralls in each building where the use of such clothing may be required.
- B. Typed copies of the agreement will be prepared by the Board. The Association will arrange for printing of the agreement. Costs of the printing will be shared equally between the Board and Association.
- C. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions and applications shall continue in full force and effect.

- D. The Association agrees to allow Michigan Youth Corps, Summer Youth Employment Program, and similar youth employment to occur in the District so long as they do not displace regular FESPA employees.
- E. Drug testing shall be mandatory for anyone involved in a property damage/personal injury or police related incident, while driving a school vehicle, except as exempted by the Administration, Board of Education policy, and state laws. A driver may request a drug/alcohol test after a property damage or personal injury related incident at district expense even if the administration exempts said employee. Any employee refusing drug testing when requested by the Administration may be indefinitely suspended and or discharged in accordance with this agreement, Board of Education policy, and the laws of the State of Michigan. The District shall pay for the drug testing.
- F. Every effort will be made to relieve bus drivers with a substitute for required drug testing. In this case, bus drivers will be paid for their normal route plus mileage. If it becomes necessary for a bus driver to participate in drug testing at a time that is in addition to their normal route, the driver will be compensated for one regular route run plus documented mileage.

**ARTICLE 18  
COMPENSATION**

- A. The salaries for employees shall be set forth in Appendix A of this Agreement.
- B. Time and one-half shall be paid for all work over forty (40) hours in any one week and for all hours worked on Saturday. Double time shall be paid for all hours worked on Sundays and holidays. No overtime will be paid to bus drivers for extra trips.  
  
At his option, the Superintendent may grant compensatory time off equivalent to time and one-half the extra hours worked. Scheduling of compensatory time off will be at the employees discretion within the same pay period. Overtime will be assigned on the basis of seniority.
- C. An employee “called back” shall be compensated at the applicable rate as set in Appendix A for the time actually worked or two (2) hours, whichever is greater.
- D. An employee using his/her personal vehicle at the request of the District shall be compensated at the current approved IRS rate.
- E. Employees completing ten (10) years of service to the District shall be paid a severance payment on the following schedule:
  1. After ten (10) years of service, one (1) weeks salary plus fifteen percent (15%) of the bargaining unit member’s unused sick leave.
  2. After fifteen (15) years of service, two (2) weeks salary plus fifteen percent (15%) of the bargaining unit member’s unused sick leave.
  3. After twenty (20) years of service, three (3) weeks salary plus fifteen percent (15%) of the bargaining unit member’s unused sick leave.

4. After twenty-five (25) years of service, four (4) weeks salary plus fifteen percent (15%) of the bargaining unit member's unused sick leave.
- F. An employee will receive a longevity payment in the amount of Five Hundred Fifty dollars (\$550.00) per year after fifteen (15) years of service and Seven Hundred Fifty dollars (\$750.00) after 20 years of service in the Fulton School system. Payment will be made the last pay period in the month that the employee's anniversary date occurs. Upon separation, payment of longevity to employees not completing a full year shall be paid on a prorated basis.

## **ARTICLE 19 INSURANCE**

- A. **Health Insurance Plan**  
The District will provide eligible employees per section H of this Article, MESSA Choices II with an in network deductible of \$200/\$400 (\$400/\$800 out of network), co-pays of \$20 office, \$25 urgent care, and \$50 emergency room visits and prescription coverage under the Saver Rx program or an equivalent Blue Cross/Blue Shield plan for the employee and eligible dependents. The term "equivalent" shall not be interpreted to mean identical or equal. It is recognized that insurance programs or plans may be equivalent even though there are differences in the insurance coverage. It is understood that it may not be possible to obtain a Blue Cross/Blue Shield health plan that is totally identical to the MESSA Choices II plan. The Blue Cross/Blue Shield plan will be as close to the MESSA plan as is possible to obtain. The Board will provide whichever plan has the lower premium.
- B. **Health Insurance Premium**  
The Board agrees to pay for 80% of the health insurance premium. Employees who are eligible for and choose health insurance will pay 20% of their health insurance premium for the health insurance plan in effect through June 30, 2014.
- The amount to be paid by an eligible employee toward the monthly health insurance plan premium will be paid by deduction from the eligible employee's pay or through an Internal Revenue Code Section 125 Plan provided by the Board.
- C. The open enrollment period shall be jointly established by the Board, the FESPA representative and the insurance company representative, including opportunities for summer pre-enrollment and fall open enrollment. The Board will be responsible for providing insurance information including applications, claim materials and enrollment meetings.
- D. For the 2012-2014 school years, any bargaining unit member who is eligible for but does not take health insurance may elect to receive an amount equal to the 2009-2010 (\$519.58) single subscriber subsidy less 20% per month (\$415.66) to take other insurance options or to have such amount as a cash option payment under the Section 125 Plan provided by the Board and put into a tax deferred special pay plan account with Mid America Administrative Solutions, the cost of which will be assumed by the Board.



- E. The Board will provide without cost to employees who are eligible as per section H of this Article full family dental insurance providing 50/50/50 coverage with no orthodontic rider.
- F. All employees will be provided a \$20,000 term life insurance policy through a Board selected carrier.
- G. If an employee who is eligible to receive insurance benefits under this Agreement is receiving benefits resulting from a Worker's Compensation claim, the Board shall continue to pay the premium for the month in which the employee first received benefits and the month immediately following for any given claim.
- H. Eligibility
  - 1. Employees who were employed by the Board prior to July 1, 1992 will continue to be eligible for health and dental insurance under the following guidelines:
    - a. Employees currently working four (4) hours or more will qualify for health insurance and dental insurance. [Four (4) hours per day for identified work year.]
    - b. Employees currently working fewer than four (4) hours who in the future move into a position that is four hours or more will qualify for health and dental insurance.
  - 2. Employees who are employed by the Board on or after July 1, 1992 will be eligible for health and dental insurance under the following guidelines:

<u>Hours Worked (per day for identified work year)</u>	<u>Level of Benefits</u>
Four (4) hours or less	No benefits
More than Four (4) hours and up to Five (5) hours	After co-pay, Board pays 50% of insurance premium or annuity
More than Five (5) hours and up to Seven (7) hours	After co-pay, Board pays 75% of insurance premium or annuity
More than Seven (7) hours	After co-pay, Board pays 100% of insurance premium or annuity

Employees shall be obligated to pay that portion of the insurance premium which is not paid by the Board. The Board may deduct the employee's portion of the insurance premium from the employee's wages.

- 3. For Paraprofessionals and Cooks: Bargaining unit members who are not eligible for health and dental insurance, or the annuity payment, or who are eligible for only partial payment of insurance premiums or the annuity payment will be permitted to voluntarily accept additional hours of work which are offered without becoming eligible for health and dental insurance coverage or for an increase in the premium payment or the annuity payment by the Board for which they are eligible in their current assignment. The employee may refuse such offer of additional hours of work and maintain his/her current assignment at his/her discretion. The employer may offer the hours of work declined to

other employees under the same conditions or to a new employee at the employer's discretion.

- I. The Board and the Association shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code. The Section 125 plan shall provide members who do not need or receive health insurance from the Board with a cash option in lieu of health insurance benefits. The monthly cash option shall be an amount equal to the level of benefit described in Section 19 (H). The cash option received by the association member will be utilized to purchase a tax deferred special pay plan through the district's third party administrator, Mid America Administrative Solutions.

**APPENDIX A  
SALARY SCHEUDLES**

**SECTION A - PARAPROFESSIONALS**

**2012-2013**

		<b>Step One</b>	<b>Step Two</b>	<b>Step Three</b>
I.	A.	<u>1<sup>st</sup> year</u>	<u>2<sup>nd</sup> year</u>	<u>3<sup>rd</sup> year</u>
		\$11.78	\$12.06	\$12.37

**2013-2014**

		<b>Step One</b>	<b>Step Two</b>	<b>Step Three</b>
I.	A.	<u>1<sup>st</sup> year</u>	<u>2<sup>nd</sup> year</u>	<u>3<sup>rd</sup> year</u>
		\$11.98	\$12.26	\$12.57

- II. Shall work number of days equal to student attendance. The least seniored four-hour employee in any classification may agree to less than a four hour assignment to avoid their position from being eliminated. No other employee in this classification may have their hours reduced until the least seniored employee's position has been eliminated. Less than full-time employees hired after July 1, 2009 may be hired for the number of hours needed and may be less than four (4) hours.
- III. Bargaining unit members covering other FESPA workers in the same or different classification will be paid their regular rate during that coverage, until a 10<sup>th</sup> consecutive day in the substitute position, at which time the rate will be at the last year's rate for the position being filled.
- IV. Step change shall accrue on day after anniversary of hire, after completion of probationary period.

**SECTION B - BUS DRIVERS**

			<b>2012-2013</b>	
I.	A.		<b>Step One</b>	<b>Step Two</b>
			<u>1<sup>st</sup> year</u>	<u>2<sup>nd</sup> year</u>
		*Regular Route	\$9,218	\$9,369
		Spec. Ed. Run	\$16.33/hr.	\$16.60/hr.
		Voc. Ed./Shuttle Run	\$16.06/hr.	\$16.34/hr.
			<b>Step Three</b>	<u>3<sup>rd</sup> year</u>
				\$9,536
				\$16.91/hr.
				\$16.65/hr.

Extra Trip Rate

First hour	\$16.06/hr.	\$16.34/hr.	\$16.65/hr.
Remaining hours	\$11.98/hr.	\$12.26/hr.	\$12.57/hr.

I. A.

**2013-2014**

	<b>Step One</b> <u>1<sup>st</sup> year</u>	<b>Step Two</b> <u>2<sup>nd</sup> year</u>	<b>Step Three</b> <u>3<sup>rd</sup> year</u>
*Regular Route	\$9,326	\$9,477	\$9,644
Spec. Ed. Run	\$16.53/hr.	\$16.80/hr.	\$17.11/hr.
Voc. Ed./Shuttle Run	\$16.26/hr.	\$16.54/hr.	\$16.85/hr.
<u>Extra Trip Rate</u>			
First hour	\$16.26/hr.	\$16.54/hr.	\$16.85/hr.
Remaining hours	\$12.18/hr.	\$12.46/hr.	\$12.77/hr.

\*Regular route run is assumed to equate 1.5 hours (3 hours daily).

- II. Drivers are on probation for 90 regular runs or 135 hours.
- III. Step change shall accrue on day after anniversary of hire, after completion of probationary period.
- IV. Shall work the number of days school is in session for all regular routes and as needed. Salaries adjusted for additional student days based on a per route basis.
- V. A meal allowance of up to \$6.00 for an 8 hour trip and \$10.00 for a 12 hour trip, providing driver purchases said meal and presents receipt to supervisor upon his/her return.
- VI. Bargaining unit members covering other FESPA workers in the same or different classification will be paid their regular rate during that coverage, until a 10<sup>th</sup> consecutive day in the substitute position, at which time the rate will be at the last year's rate for the position being filled.
- VII. Drivers required licensing/physical.
  - A. District will pay required annual physicals of drivers. Post medical follow up will be the responsibility of the driver.
  - B. District will pay for that part of the renewal of active drivers license, above regular license fee.
  - C. District will pay for required schooling every two years, at the extra trip rate, while attending classes, i.e.:

2012-2013	\$12.57
2013-2014	\$12.77

- VIII. Drivers will be required to participate in all state or federal required drug testing including periodic random sampling of drivers to maintain position as driver.
- IX. Employees, holding dual classification, whose secondary classification is a bus driver will be allowed to substitute as a bus driver when needed. Overtime will not be paid to employees that earn 40 hours per week in their current classification and substitute as a bus driver. These employees will be granted comp time under the direction of their supervisor. Comp time must be taken during the same pay period. For explanation, please refer to the Letter of Understanding (last page of contract).

**SECTION C - CUSTODIAL**

		<b>2012-2013</b>		
		<b>Step One</b>	<b>Step Two</b>	<b>Step Three</b>
		<u>1<sup>st</sup> year</u>	<u>2<sup>nd</sup> year</u>	<u>3<sup>rd</sup> year</u>
I.	B. Building Custodians	\$12.96	\$13.25	\$13.55
II.	B. Maintenance (Building & Grounds)	\$14.99	\$15.27	\$15.58
III.	B. Mechanic	\$14.99	\$15.27	\$15.58

		<b>2013-2014</b>		
		<b>Step One</b>	<b>Step Two</b>	<b>Step Three</b>
		<u>1<sup>st</sup> year</u>	<u>2<sup>nd</sup> year</u>	<u>3<sup>rd</sup> year</u>
I.	B. Building Custodians	\$13.16	\$13.45	\$13.75
II.	B. Maintenance (Building & Grounds)	\$15.19	\$15.47	\$15.78
III.	B. Mechanic	\$15.19	\$15.47	\$15.78

- IV. Employees, excluding Alternative Education Custodian covered by this agreement:
  - A. Shall work a twelve (12) month, eight (8) hour day, as scheduled. The least senior member of this classification may accept less than an eight (8) hour, five (5) day work week to prevent their assignment from being eliminated with their benefit status as defined by Article 19 (H), including vacation days. No other employee in this classification may have their hours reduced until the least senior employee's position has been eliminated. Employees hired in this classification after July 1, 2009 may be hired for the number of hours needed and may be less than eight (8) hours per day.
  - B. May not be employed for less than eight hours per day.
  - C. Alternative Education building custodian will not be employed less than two (2) hours per day.

D. Bargaining unit members covering other FESPA workers in the same or different classification will be paid their regular rate during that coverage, until a 10<sup>th</sup> consecutive day in the substitute position, at which time the rate will be at the last year's rate for the position being filled.

V. Step change shall accrue on day after anniversary of hire after completion of probationary period.

**SECTION D - SECRETARIAL UNIT**

**2012-2013**

	<b>Step One</b>	<b>Step Two</b>	<b>Step Three</b>
	<u>1<sup>st</sup> year</u>	<u>2<sup>nd</sup> year</u>	<u>3<sup>rd</sup> year</u>
I. A. High School Secretary	\$14.18	\$14.46	\$14.77
High School Secretary/Clerk	\$13.53	\$13.80	\$14.11
Elementary Secretary	\$14.18	\$14.46	\$14.77
Elementary Secretary/Clerk	\$13.53	\$13.80	\$14.11
Community Education Secretary	\$12.94	\$13.23	\$13.53

**2013-2014**

	<b>Step One</b>	<b>Step Two</b>	<b>Step Three</b>
	<u>1<sup>st</sup> year</u>	<u>2<sup>nd</sup> year</u>	<u>3<sup>rd</sup> year</u>
I. A. High School Secretary	\$14.38	\$14.66	\$14.97
High School Secretary/Clerk	\$13.73	\$14.00	\$14.31
Elementary Secretary	\$14.38	\$14.66	\$14.97
Elementary Secretary/Clerk	\$13.73	\$14.00	\$14.31
Community Education Secretary	\$13.14	\$13.43	\$13.73

- II. High School Secretary's 42 weeks, up to 44 weeks, with administrative approval, 8 hours per day
- High School Secretary/Clerk 42 weeks, up to 44 weeks, with administrative approval, 8 hours per day
- Elementary Secretary 42 weeks, up to 44 weeks, with administrative approval, 8 hours per day
- Elementary Secretary/Clerk 42 weeks, up to 44 weeks, with administrative approval, 8 hours per day
- Community Education Secretary 52 weeks, 4-8 hours per day (variable)

III. Step change shall accrue on day after anniversary of hire, after completion of probationary period.

- IV. The least senior member of this classification may accept less than an eight (8) hour, five (5) day work week to prevent their assignment from being eliminated with their benefit status defined by Article 19(H). No other employee in this classification may have their hours reduced until the least senior employee's position has been eliminated. Employees hired in this classification after July 1, 2009 may be hired for the number of hours needed.
- V. Bargaining unit members covering other FESPA workers in the same or different classification will be paid their regular rate during that coverage, until a 10<sup>th</sup> consecutive day in the substitute position, at which time the rate will be at the last year's rate for the position being filled.

**SECTION E - FOOD SERVICE UNIT**

		<b>2012-2013</b>		
		<b>Step One</b>	<b>Step Two</b>	<b>Step Three</b>
		<u>1<sup>st</sup> year</u>	<u>2<sup>nd</sup> year</u>	<u>3<sup>rd</sup> year</u>
I. A.	Food Service Personnel	\$12.03	\$12.31	\$12.62

		<b>2013-2014</b>		
		<b>Step One</b>	<b>Step Two</b>	<b>Step Three</b>
		<u>1<sup>st</sup> year</u>	<u>2<sup>nd</sup> year</u>	<u>3<sup>rd</sup> year</u>
I. A.	Food Service Personnel	\$12.23	\$12.51	\$12.82

- II. Food service persons shall be employed each day students are served meals and hours as needed but no less than three hours per day. The least senior member of this classification may be assigned less than three hours a day to prevent their position from being eliminated. No other employee in this classification may have their hours reduced until the least senior employee's position has been eliminated. Employees hired in this classification after July 1, 2009 may be hired for the number of hours needed and may be less than three (3) hours per day. The required Food Service persons shall be employed for any additional days that meals need to be provided at the school.
- III. Step change shall accrue on day after anniversary of hire after completion of probationary period.
- IV. Bargaining unit members covering other FESPA workers in the same or different classification will be paid their regular rate during that coverage, until a 10<sup>th</sup> consecutive day in the substitute position, at which time the rate will be at the last year's rate for the position being filled.

**SECTION F – SUMMER SEASONAL EMPLOYMENT**

- I. Work of a seasonal nature after the end of the student school year and before the beginning of a new school year shall be paid at a rate of not less than the minimum hourly wage as determined by the State or Federal guidelines. This rate would apply to FESPA members who supplement their normal school year work hours for the summer and to non-FESPA employees hired as at will "PCMI" employees for additional seasonal help.

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1<sup>st</sup>, 2012 and shall continue in effect until June 30, 2014. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

**THE ASSOCIATION**

_____	_____
_____	_____
_____	_____

**THE BOARD OF EDUCATION**

_____	_____
_____	_____
_____	_____
_____	_____

**Letter of Understanding**

Pursuant to the Collective Bargaining Agreement between the undersigned parties, it is agreed, Article 6, Hours and Assignments, Section I-1, the terms "substitute drivers" shall not be interpreted to mean "WillSub Bus Drivers". Substitute Drivers are meant to be drivers who substitute for full time drivers and pay membership dues and assessments of the Association.

As per Article 18, Compensation, Section B does not allow overtime to be paid to bus drivers for extra trips. This recognizes Fulton Schools does not allow any full time district employee to be eligible as a substitute bus driver for extra trips. The district does allow a full time employee to be eligible as a substitute bus driver for regular bus runs if they agree to adjust their daily work schedule during the same day or pay period to avoid accumulating overtime compensation. Adjusted schedules will be based upon an hour-to-hour correlation with the period of time driven. Driving compensation for certified full time district employees for a bus run will be based on the last year's rate of the position being filled.

DATE: November 2, 2010

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Fulton Schools  
BY: Daymond R. Grifka

Fulton Education Support Personnel Association  
BY: Kevin Mikulka

Date: 11-2-10

Date: 11-2-10

Name: 

Name: Kevin a Mikulka