

# **MASTER CONTRACT**

BETWEEN THE

**FITZGERALD BOARD OF EDUCATION**

AND THE

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES**

**COUNCIL 25**

**LOCAL UNION 1305**

**2011-2013**

**Fitzgerald Public Schools  
23200 Ryan Road  
Warren, Michigan 48091**

## Statement of Compliance with Federal Law

Fitzgerald Public Schools supports and adheres to the principles, rules and regulations of Title IX of the Education Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and Michigan Law. The District hereby notifies all employees, applicants for employment, residents, and students that it does not discriminate on the basis of sex, race, color, national origin, creed, political affiliation or beliefs, age, height, weight, marital status, against qualified handicapped individuals, or any other condition covered by law with respect to the district educational programs, activities, and employment practices. The Fitzgerald School District has established a grievance procedure to provide for the prompt and equitable resolution of complaints alleging to discrimination. Any student, employee, or member of the community of Fitzgerald Public Schools, believing to be discriminated against should contact Wendy Hagerty, Human Resources Director at (586)757-1751 or Dawn Bruley, Director of Student Services at (586)757-4044, or write them at Fitzgerald Public Schools, 23200 Ryan Road, Warren, MI 48091-1999.

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BETWEEN THE  
FITZGERALD BOARD OF EDUCATION  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
*COUNCIL 25, LOCAL UNION 1305*

This agreement entered into on this 2nd day of April, 2012 between the FITZGERALD BOARD OF EDUCATION (hereinafter referred to as the "Employer") and the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AND COUNCIL 25 and its affiliate LOCAL UNION NO. 1305 (hereinafter referred to as the "Union").

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

If any provisions 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 or applications shall continue in full force and effect.

Other contractual language changes during this two year contract period will be made only because of Federal and/or State legislative requirements. Administration and Union will meet to discuss such changes.

## SECTION 1 - ALL MEMBERS

### ARTICLE 1 RECOGNITION OF THE UNION AND RIGHTS OF THE BOARD

#### 1.1 Recognition

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the employer included in the bargaining units described below:

All Custodial, Food and Nutrition, Maintenance, and Transportation employees as agreed, excluding Director of Operations, Assistant Director of Operations, and Director of Food and Nutrition, and office employees as agreed.

The terms of this Agreement shall apply to members of the bargaining unit as follows:

Section 1	All members
Section 2	Maintenance-Custodial
Section 3	Transportation

#### 1.2 Rights of the Board

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States. It is agreed that the Board retains the right, among others, to establish and equitably enforce reasonable rules relating to the duties and responsibilities of employees and their working conditions which are not inconsistent with the provisions of this Agreement or violative of law.

- 1.3 The Board and the Union agree that there shall be no discrimination against any employee by reason of race, creed, color, age, sex, national origin or disability as defined in the Americans With Disabilities Act (ADA).
- 1.4 The parties to this agreement recognize the right of every individual to be treated with respect and dignity, and will conduct themselves accordingly.

### ARTICLE 2 UNION SECURITY

- 2.1 The employer will not aid, promote, or finance any other employee representative or organization which purports to engage in collective bargaining.

## 2.2 Agency Shop

- .21 Each employee who, on the effective date of this Agreement is a member of the Union and has authorized dues deductions shall do so with the understanding the deductions shall continue for the length of the contract.
- .22 Employees who are not members of the Union at the effective date of this Agreement shall, as a condition of continued employment, join the Union within thirty (30) working days or at the end of their probationary period, whichever is earlier or pay to the Union a service fee equal to the dues uniformly required of all members. Upon request from the Union, the employment of any employee who fails to comply with this requirement shall be terminated.
- .23 Employees shall be deemed to be members of the Union within the meaning of this Section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership.
- .24 The Union agrees to reimburse the Fitzgerald Public School District, hereinafter referred to as the district, for the amount of any money deducted by the district and paid to the Union, which deduction is determined to be illegal and improper, or in excess of a proper deduction. The Union further agrees to indemnify and hold harmless the district employees charged with administering this Section, and members of the Board of Education from any and all liability, losses, claims, damages, or expenses arising out of the discharge of any employee as a result of action taken by the Board pursuant to this Article 2, Item 2.2 including, but not restricted to, all sums that may be awarded an employee.
- .25 The Union agrees to indemnify the district for all costs or other expenses arising out of any other actions initiated against employees charged with administering this Section, the district and the members of the Board of Education in reference to Article 2, Item 2.2.

## 2.3 Union Stewards, Duties and Responsibilities

- .31 A Union steward shall be a regular member of Local 1305. He shall direct his full-time efforts toward the completion of such work assignment except as otherwise provided in this contract.
- .32 A union steward or an employee shall not issue, transmit, or relay work orders or otherwise act as a supervisor except as is specified in his official capacity as an employee.

## 2.4 Probationary Employees

- .41 New employees shall be on probation for the first ninety (90) calendar days of their employment. However, it is understood that the Board, at its discretion, may extend the probationary period up to an additional ninety (90) calendar days.



- .42 Probationary employees shall not receive fringe benefits during the initial probationary period. For purposes of this provision fringe benefits shall include all insurance coverage's, paid holidays, and absence days. Probationary employees shall earn vacation and vacation benefits.
- .43 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.
- .44 The Board shall have sole discretion in matters of discipline and discharge of probationary employees which shall not be subject to the grievance procedure.
- .45 There shall be no seniority among probationary employees.
- .46 Upon completion of the probationary period employees will be considered to have seniority computed from the first day of employment.
- .47 Probationary employees may apply and be considered for any vacancy within the bargaining unit provided their performance has been satisfactory. Probationary employees who apply for job openings will be treated as outside applicants.

**ARTICLE 3  
UNION DUES**

3.1 Payment by Check-Off

Check-off form: During the life of this Agreement and in accordance with the terms the extent the laws of the State of Michigan permit, the employer agrees to deduct Union membership dues levies in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the "Authorization for Check-Off of Dues" form.

The Employer agrees to deduct AFSCME/PEOPLE contributions for those individual employees who have signed an authorization card (supplied by the Union) agreeing to this contribution.

- 3.2 The employer agrees to work with the financial officer of the Union with respect to additions and deletions from the list of employees for whom dues have been deducted.

**ARTICLE 4  
ABSENCE DAYS (SICK LEAVE)**

- 4.1 It is understood by the employees covered by this Agreement that the purpose of absence days is to provide economic stability to the employee's earnings during the time when it becomes necessary to be absent from his regular employment. Further, the employees covered by this Agreement must comply with and abide by the rules and regulations set forth. Those who do not comply with said rules and regulations shall be subject to the disciplinary action set forth.

## 4.2 Annual Allowance

- .21 Twelve (12) month employees shall be granted up to eighteen (18) absence days per year. Absence days will accrue at the rate of 1 ½ days per month and will become available on the last working day of each month after the beginning of the work year (July 1 - June 30).
- .22 Less than twelve (12) month employees whose work year corresponds to the regular school year shall be granted fifteen (15) absence days per work year. Absence days will accrue at the rate of 1½ days per month and will become available on the last working day of each month after the beginning of the work year.
- .23 Employees beginning employment during the year will receive their absence days at the rate of 1 ½ days per month on the last working day of each month. No absence days for the month will be granted if an employee works less than ½ the available working days in the first month.
- .24 Less than eight (8) hour employees shall be granted absence in proportion to their normal work day.
- .25 Employees absent from duty at the beginning of the work year shall have available for use those unused absence days accumulated from previous years.
- .26 Employees shall be granted absence days for periods of regular employment. Regular employment shall include absence due to personal injury or illness, absence for approved personal business or vacation periods.
- .27 Employees shall not be granted absence days for any month the employee is not regularly employed for less than one half of the available work days for that month. An employee on an approved leave of absence without pay is not considered regularly employed.

## 4.3 Absence Days Accumulation - Sick Leave Accumulation

- .31 Each employee shall be entitled to an unlimited accumulation of the unused portion of each year's absence days which shall be available for use in the future.
- .32 Employees returning to work following a layoff shall have retained any accumulated absence days effective at the time the layoff occurred.
- .33 In the event of death only, the employee's beneficiary shall receive payment for fifty percent (50%) of the unused accumulated absence days at the salary rate paid the employee at the time of death except that such payment shall not exceed fifty (50) days.

## 4.4 Use of Absence Days

- .41 Absence with pay chargeable against an employee's accumulation shall be granted

under the following conditions:

.411 A properly reported absence due to personal illness or disability incurred off the job.

- (1) Unusual circumstances which could possibly prevent the employee from reporting his absence will be explained to the appropriate supervisor, who will determine if the circumstances are acceptable.
- (2) The employer may request a physician's statement as proof of illness or non-job-incurred disability. The employer, at its discretion, may accept a chiropractor statement in lieu of a physician statement for certain chronic conditions involving skeletal maladjustment. A chiropractor means a person licensed by the State to make skeletal adjustments.

In the event the employee has received a written reprimand resulting from misuse of absence days or inappropriate or unexcused absence from work in the past six months, then the employee shall tender a physician's statement as proof of illness or non-job incurred disability.

- (3) A physician means a person licensed to practice medicine in this State.
- (4) An employee absent for three (3) consecutive days or more must, upon request, provide proof of illness or non-job-incurred disability with a physician's statement.
- (5) An employee absent due to a job-incurred illness or disability shall follow the procedure outlined when necessary to get treatment at the clinic provided for by the Board of Education.
- (6) An employee absent for five (5) consecutive days or more due to illness or disability must provide a physician's statement certifying the employee's ability to return to work.

.412 A properly reported absence for the purpose of conducting personal business as defined in this section, which cannot be handled outside work hours.

- (1) All requests for the use of personal business days must be received in writing or by personal delivery to the employee's immediate supervisor at least three (3) days prior to the use of those days except in cases of extreme emergency. The supervisor shall advise the employee of approval or disapproval at least one (1) day prior to the absence. When the absence is for a highly personal medical or legal reason where disclosure of the details would prove embarrassing to the employee, he

may indicate that to the director who may waive the necessity of a detailed explanation.

- (2) The Superintendent or his designee shall determine the merits of all requests for the use of such absences.
- (3) Personal business days allowable to attend funerals for members of the employee's immediate family shall be determined by the distance between the employee's residence and the location of the funeral.

100 miles or less	3 days
More than 100 miles but not more than 500 miles	5 days
More than 500 miles	6 days

Immediate family shall include:

wife/husband	mother/father
sister/brother	son/daughter
grandmother	grandfather
mother-in-law	father-in-law
sister-in-law	brother-in-law
son-in-law	daughter-in-law

- (4) Absence days shall be allowed to conduct personal business for the following legal matters provided the employee is able to demonstrate that the matter cannot be scheduled outside of work hours.

sale/purchase of real estate  
appearance in court (not as witness)  
probating of wills  
income tax audit

- (5) An absence shall be allowed to attend the wedding or commencements (High School and above) of an immediate family member provided the employee is able to demonstrate that the matter occurs during work hours.

.42 Absence shall be charged as follows:

- .421 For a full day of absence, a full day shall be deducted from the employee's accumulation.
- .422 For twelve (12) month employees, a partial day of absence shall result in a partial day being deducted from the employee's accumulation (to the nearest quarter (1/4) day).

.423 For less than twelve (12) month employees, a partial day of absence shall result in a partial day being deducted from the employee's accumulation (to the nearest quarter (1/4) hour).

.43 An employee using approved absence days during a period which includes a scheduled paid holiday, shall be paid for the holiday provided the employee is eligible for holiday pay, in which case he shall not be charged for a day of absence. In no event shall the employee receive pay for both an absence day and the holiday on the same day.

.44 When an employee is absent and has exhausted all absence day accumulation, they shall be charged the time from their vacation days (or vacation pay).

.45 Employees who have exhausted their absence days and vacation days, and continue to be absent must apply for a leave of absence or may be subject to disciplinary action as stated in Article 22.

.451 Unusual circumstances will be subject to discussion with the Superintendent or his/her designee.

.46 An employee who, while on vacation, is hospitalized or confined under a doctor's care may use either his absence or vacation days.

.47 Employees who have used zero (0) absence days during the months of July through December shall be awarded one (1) leave days during the current school year. Employees who have used zero (0) absence days during the months of January through June shall be awarded one (1) leave days the next school year. These days shall meet the following criteria:

.471 Application for use of attendance bonus days must be made at least two (2) days prior to the leave day and approved by the director.

.472 Use of a leave day shall not be counted as an absence.

.473 These days may not be used immediately prior to or immediately following periods of holiday or recess but may be used at Christmas or Easter on a day(s) when students are not in attendance.

.474 If one or both of the days are not used during the year granted, it/they will be added to the employee's accumulation of absence days.

#### 4.5 Return to Work Following Absence

.51 For absence due to injury sustained on the job the following will apply:

- .511 For relatively minor injuries involving an absence of less than five (5) days, an employee shall report his return in person or by telephone and provide a physician's release upon request by the employer.
- .512 When an employee who has been hurt on the job and has been out of work for a period of five (5) days or more, and is released by the attending physician so as to return to work, then said employee shall have to notify the immediate supervisor in writing of his intention to return. Such notice must be supported by a report from the attending physician certifying that the employee may return to work. This notice shall be given as much in advance of the employee's intended return as is practicable.

Upon receipt of notice and a physician's release, the employee shall, within five (5) days, be placed for immediate assignment to the first available position for which he is qualified and which is commensurate with that which would be held had the absence due to injury not intervened; if necessary to provide the opening, the employee with the least seniority holding such a position may be bumped.

#### 4.6 Workers Compensation

- .61 The following shall apply to employees who qualify for Workers Compensation as specified by law:
- .62 For the first seven (7) days of absence, no absence days shall be deducted from the employee's accumulation.
- .63 For the remaining days of absence beyond seven (7) days, the Board will pay a supplement to Workers Compensation which shall be the difference between compensation payments and regular earnings based on a normal work week.
- .64 Absence days shall be deducted from the employee's accumulation equal to the total supplement paid by the Board divided by the daily wage of the employee.
- .65 Supplement to compensation payments shall cease upon exhaustion of the employee's absence day accumulation.

#### 4.7 Subpoenaed Witness or Jury Duty

- .71 An employee absent from work as a result of jury duty, or serving as a subpoenaed witness shall be paid the difference between compensation received for each day of required court appearance and regular earnings to the extent his absence is covered by his absence day accumulation. There shall be no absence days charged against the employee's accumulation. The employer reserves the right to ask that the employee be excused from serving on jury duty, or as a witness.

4.8 An employee who has accumulated the following minimum number of absence hours upon retirement will be reimbursed for those hours up to the maximum in Appendix A. NOTE: An employee who retires prior to June 30 of any year will have added to his/her absence accumulation, the number of absence hours he/she would have earned had he/she retired on June 30.

4.9 Absence Day Reserve Plan

The Board will provide a reserve of absence days not to exceed 125 days for each year of this agreement. These absence days shall be available to those employees who have exhausted their personal accumulation of absence days and are absent due to personal illness, injury, or disability. The use of absence days from this reserve will be subject to the following conditions:

.91 Waiting period of three (3) consecutive days of absence without pay, between exhaustion of personal accumulation of absence days and eligibility to draw from reserve.

.92 Written request by the employee to draw up to twenty-seven (27) days from the reserve and submitted to the employee's immediate supervisor prior to exhaustion of personal accumulation of absence days.

.93 Repayment of days an employee draws from the reserve shall be equal to one hundred percent (100%) the number of days used and shall be taken from the employee's annual absence allowance in future years. Such repayment shall be at the rate of five (5) days per year until all days have been repaid the reserve.

The employee may, however, opt to repay such days out of available vacation days, in which case, the employee shall provide his/her supervisor with express written permission to so apply his/her available vacation.

.94 Employees on leave of absence without pay shall not be eligible to draw absence days from the reserve.

.95 The Board shall notify the Union in writing whenever the absence reserve plan is used.

.96 No days from the reserve shall be granted to any employee whose personal accumulation of days would not be exhausted prior to qualification for payment of L.T.D. benefits as provided in Article 18.

**ARTICLE 5**  
**LEAVES OF ABSENCE**

5.1 Upon recommendation by the Superintendent the Board may grant employees who have successfully completed their probationary period a leave of absence without pay for a period of from two (2) weeks up to but not to exceed one (1) year for:

- .11 Extended personal illness upon submission of a physician's statement substantiating the need for such leave.
  - .12 Illness or death in the immediate family. Immediate family as defined in Article 4.
  - .13 Election to regional, state, or national union office.
  - .14 Maternity and child care.
    - .141 The request for child care leave shall be made within two (2) weeks after the birth of the child.
  - .15 Others as recommended by the Superintendent.
  - .16 Extension(s) to a leave of absence for up to one (1) year may be granted provided the need continues and can be substantiated and provided the total time on leave of absence including extension does not exceed two (2) years.
  - .17 Employees who have been on leave of absence for a total of two (2) years may not have their leave extended. If they have not resigned prior to that time or if they have not been terminated, their seniority will continue to be frozen at the current level and they will remain as an employee of record without paid benefits up to an additional three (3) years, extended at one (1) year intervals as indicated by Article 5.3, 5.4, and 5.4.41.
- 5.2 Leave of absence without pay shall be granted any employee for the purpose of required military service.
- .21 Re-instatement and re-employment of an employee returning from such leave shall be consistent with applicable federal and state laws.
  - .22 Such employee must indicate his desire and readiness to return to employment not later than ninety (90) days following discharge from service.
- 5.3 Requests for leaves of absence and/or extensions shall be made in writing and shall be submitted to the Human Resources Department at least fifteen (15) working days prior to the effective date, except in cases of emergency.
- 5.4 The employee shall notify the Human Resources Department, in writing, of his availability to return to employment at least five (5) working days prior to expiration of any leave of absence.
- .41 The Board may require a physician's statement substantiating the employee's ability to return to work prior to the employee's reinstatement.
- 5.5 While an employee is on leave of absence:
- .51 Employees on approved leave of absence due to personal illness or injury shall retain



existing seniority. Bumping shall occur.

.52 Employees on approved leave of absence due to injury on the job shall retain existing seniority and accrue seniority in the position held at the time leave was granted for a period not to exceed two (2) years. Bumping shall occur.

.53 Employees on approved leave of absence for other than personal illness and required military service, shall retain seniority in the position held at the time leave was granted for a period not to exceed one (1) year. Bumping shall occur.

5.6 Employees returning from an approved leave of absence shall retain their absence day accumulation as of the effective date of the leave.

## *ARTICLE 6 GRIEVANCE PROCEDURE*

6.1 An employee or the Union having a grievance or dispute resulting from an interpretation or application of this Agreement or of the policies and procedures of the Board of Education or established work rules shall use the following procedure in pursuit of settlement. All time limits indicated are working days and are to be computed from the time the previous step was executed. At any point in the procedure where the employee or the Union is satisfied with the results or action taken, the grievance shall be considered settled. Such satisfaction at any point shall be indicated by the employee or the Union.

Step 1 - Employee and shift steward shall have verbal discussion with the Director of Operations and/or his/her designee. Such a discussion shall take place within ten (10) days of occurrence or knowledge of occurrence of such grievance or dispute. In the event the dispute is not settled at this time, the Union steward shall inform the Director of Operations that Step 1 has been completed. Such discussion shall occur at the beginning and/or end of the shift and shall not exceed thirty (30) minutes per day.

Step 2 - The Union shall present the grievance in writing to the Director of Operations within five (5) days. The grievance committee, Director of Operations and/or his/her designee(s) shall meet on written grievance within five (5) days from date of receipt. The Director of Operations shall reply to the Union in writing within five (5) days of conference. The Union shall respond to the Director of Operations within five (5) days expressing satisfaction or desire to proceed to the next step.

Step 3 - The Superintendent, his Fitzgerald staff designee(s), grievance committee, employee, and Director of Operations shall meet within five (5) days. The Superintendent will give his decision to the Union in writing within five (5) days. The employee or Union will respond to the Superintendent in writing within five (5) days expressing satisfaction or desire to proceed to the next step (mediation or arbitration).

Step 3a - by Letter of Agreement. The Union may, if it so desires, add a representative of the parent union or organization at this step.

Step 4 - Arbitration, in the event that a grievance cannot be resolved at Step three (3) 3a, or through 6.5 below, then such grievance arising out of or relating to the interpretation or the application of this Agreement may be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. Prior to contacting the American Arbitration Association regarding the selection of an arbitrator, the parties shall attempt to mutually agree to an arbitrator. If no agreement is possible, the parties shall refer the matter to the American Arbitration Association.

The parties further agree to accept the arbitrator's decision as final and binding upon them. Notification of intent to use arbitration must be filed in writing with the other party within thirty (30) days from the date of the district's written response to step three (3) or 3a. The arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this Agreement.

Each party will bear the full costs for its side of the arbitration and will pay for one-half the costs of the arbitrator.

- 6.2 Time limits indicated shall be observed by both Union and administration. An extension of time may be granted to either party.
- 6.3 The responsibility for calling meetings shall rest with the employer.
- 6.4 The grievance committee shall consist of no more than three (3) employees.
- 6.5 The parties may mutually agree to attempt to resolve the grievance prior to arbitration through mediation.

#### **ARTICLE 7 TRANSFER BECAUSE OF PHYSICAL LIMITATIONS**

- 7.1 An employee who develops a physical disability shall be transferred to a job for which the employee is qualified and physically capable in the same or lower group classification. The group classifications are defined in the Article "Layoff and Recall". Re-assignment of the employee with the lowest seniority in the classification affected shall occur.
- 7.2 In the event there is a dispute between the parties over the existence of a physical limitation, the employee shall submit to an examination at a facility mutually agreed, and the parties shall share the expense of the examination. The results of this examination will be final and binding on the parties (Board and Union) and the employee.

#### **ARTICLE 8 CALL TIME**

- 8.1 Any employee called to work outside of his regularly scheduled work shift shall be paid a minimum of two (2) hours at the appropriate rate providing such call involves an extra trip from home to his place of employment.

The employee should check other contract sections to determine the appropriate rate:

Section 2 - Articles 4, 5, 6

- 8.2 Any employee called to work because of an emergency on Sundays and holidays shall be paid a minimum of two (2) hours at double his regular pay rate.

This provision applies to those employees called to work during an unscheduled time period. It does not apply to work normally scheduled or which may be required by the nature of a particular job assignment, e.g., building checks, snow removal, scheduled facility use.

**ARTICLE 9**  
**SENIORITY**

- 9.1 District Seniority - the total amount of approved time (as described throughout the contract) since last date of hire by the Board of Education.

.11 District seniority shall be used to determine fringe benefits due an employee under terms of this Agreement which are based on length of service.

- 9.2 Department Seniority - the total amount of approved time (as described throughout the contract) spent in job assignment in a department since date of entry into department.

Departments within the terms of this Agreement shall be:

1. Maintenance/Custodial
2. Transportation

.21 Department seniority shall be used for placement in a job assignment, regular promotion, temporary promotion, temporary transfer, and layoff and recall so described elsewhere in this contract.

- 9.3 Group Seniority - The total amount of approved time (as described throughout the contract) since date of entry into group.

.31 Temporary transfer time shall not contribute toward group seniority. Groups are listed in Section 1, Article 1.1, Section 2, Article 7, and Section 3, Article 6.

- 9.4 The employer shall maintain up-to-date seniority lists and provide them to the Union.

- 9.5 When more than one employee is hired on the same date, seniority shall be determined by alphabetical order of the last name. This provision is not intended to alter the existing seniority lists.

- 9.6 When an employee transfers from one department to another, i.e., transportation to maintenance-custodial, that employee shall retain district seniority as it applies to fringe benefits available in the department into which the transfer is made.

- .61 An employee transferring from one department to another would retain department seniority in the department from which he is transferring and that seniority would be frozen.
- .62 An employee returning to a previous department would resume department seniority as it was frozen on the day the employee left and would exercise district seniority as it applies to benefits.

9.7 Loss of Seniority - An employee shall be removed from the seniority list:

- .71 When an employee terminates employment of his own volition;
- .72 If he is discharged and the discharge is not reversed through the grievance procedure of this Agreement.
- .73 If the employee fails to return to work following a layoff when he has been recalled.
- .74 If the employee has been laid off and the period of the layoff has extended beyond the time equal to the employee's district seniority but in no case more than three(3) years,
- .75 If the employee has exhausted his absence days accumulation and has not complied with approved absence - elsewhere described in the contract - after a period of ten (10) consecutive working days, he will be removed from the seniority list. The Union shall be notified after three (3) days of unauthorized absence. If the employee fails to supply a satisfactory explanation for absence, he will remain off the seniority list.
- .76 If the employee is absent for three (3) consecutive days and fails to notify the employer and further fails to provide a reasonable explanation for the absence to the employer, he shall be removed from the seniority list. The Union shall be notified after two (2) days of unauthorized absence.
- .77 If the employee fails to report for work within three (3) consecutive work days following the expiration of any leave, vacation, or other approved absence granted under this contract and fails to give a reasonable explanation to the employer. The Union shall be notified after two (2) days of unauthorized absence.
- .78 The loss of seniority as contained in this item shall apply to district seniority, department seniority, and group seniority. Re-employment of any individual whose seniority has been broken and who has been removed from the seniority list shall be at the discretion of the Board.

9.8 Seniority Credit - For the purpose of determining seniority, employees of less than eight (8) hour work day and of less than twelve (12) month work year shall be credited with a full year's seniority provided that they have been employed for not less than nine (9) months and for not less than two (2) hours per day during the work year, July 1 - June 30.

**ARTICLE 10**  
**PROMOTIONS AND JOB OPENINGS**

- 10.1 A promotion is defined as any change in an employee's job classification which results in a wage improvement above the regular scheduled wage rate.
- .11 Promotion to any job classification included in the bargaining unit shall be made from within the ranks provided a qualified candidate is available. Such promotion shall be based on department seniority, ability, initiative, and performance.
- .12 After successfully serving a three (3) month trial period the employee shall be advanced on the wage scale of the new job classification. Employees being promoted who have previously qualified for and held the same position shall be placed beyond Step 1 of the wage scale without having to serve a trial period.
- .13 If during the trial period the employee has been given a reasonable chance to perform required duties and the employer feels the performance is not satisfactory, he shall:
- a. Be removed, the position shall be re-posted, and he shall take the first position available for which he is qualified. No bumping shall occur, or
  - b. Be placed on an additional (3) month trial period.
- .14 An employee who during the trial period wishes to be removed from the position may request a re-assignment in writing from the administrative supervisor. If the request is approved, the original position will be re-posted, and the employee shall take the first position available for which he is qualified. No bumping shall occur.
- .15 Employees who are promoted or transferred to a maintenance/custodial position from a bus driver position shall throughout their probation period receive Step I wages of the position they are transferred or promoted to.
- 10.2 A job opening is defined as a new bargaining unit position approved by the Board, or a vacancy in a Board-approved position which occurs due to a termination, a transfer, or a leave of absence for a period of more than six (6) months. Temporary promotions and temporary transfers are governed by rules described elsewhere in the contract.
- .21 Job openings shall be posted.
- .22 Postings shall be made as soon as practical and continue for a minimum of three (3) working days.
- .23 Job postings may be delayed during summer months to allow vacationing employees an opportunity to apply.
- .24 Refer also to Article 2.4

- 10.3 An employee reassigned to a position not subject to this agreement shall have department seniority frozen. If the employee returns to a position subject to this agreement, the frozen department seniority shall be used to determine placement on the department seniority list. The employee's district seniority shall be retained as it applies to fringe benefits.
- 10.4 When administrative vacancies occur, they shall be posted. Employees having proper qualifications may apply and will be given consideration.
- 10.5 All transportation employees hired prior to March 14, 1995 under any Local 1305 contract prior to the 1996-2001 shall have the same privileges of promotion or transfer as employees in the Maintenance/Custodial department.

Bus drivers and the bus driver/coordinator hired after March 14, 1995 will have the contractual ability to transfer, subject to the provisions of the Contract otherwise applicable, into the maintenance/custodial department. Employees do not have the right to bump into another department (i.e. bus driver to custodial).

#### **ARTICLE 11 PHYSICAL EXAMINATIONS**

- 11.1 When the employer requires a physical examination of the employee, the employer shall indicate the doctor and/or clinic to which employees shall be referred for required physical examinations.
- 11.2 Further, the employer shall specify the type of examination and shall reimburse the employee. Such examinations shall be at the employer's expense.
- 11.3 The employee shall be reimbursed for mileage incurred.
- 11.4 Such examinations shall be scheduled during the employee's work day whenever practical. The employer retains the right to adjust the employee's work schedule to accommodate the examination time.
- 11.5 If the employee requests that a routine examination be performed by his own physician, the Board's liability shall be limited to Twenty Dollars (\$20).

#### **ARTICLE 12 USE OF SCHOOL FACILITIES**

- 12.1 The employer agrees to furnish suitable bulletin boards in convenient places in each school to be used by the union.
- 12.2 The employer agrees that the Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the school district. The secretary or any officer of the local shall submit

application form(s) for the use of facilities. Administration shall inform local officers of appropriate office/personnel to submit request to.

- 12.3 The employer agrees that the Union shall have access to the inter-school mailing system for distribution of notices to be posted.

**ARTICLE 13**  
**INSERVICE TRAINING AND TRAVEL EXPENSES**

- 13.1 The employer will reimburse employees for administratively approved outside inservice training. Reimbursement shall be for tuition, books, and mileage to and from the school or institution.
- 13.2 The employer shall reimburse the employee for administratively approved meetings that require meals, mileage, lodging.
- 13.3 When an employee is required to use his own vehicle, he shall be reimbursed for mileage at the Board-approved rate.
- 13.4 The employer will pay the cost of CDL and/or chauffeur's license when such license is required to carry out an employee's job assignment.

**ARTICLE 14**  
**SAFETY**

- 14.1 The employer shall provide for the maintenance of safe working conditions and equipment consistent with federal, state, and local regulations.
- 14.2 According to the Crisis Management Plan, the employer shall notify all departments and staff of any "code red" crisis situations that occur (e.g. bomb threats, possible life threatening situations, lock-down, etc.) as soon as possible.
- 14.3 Employee(s) who have concern over a working condition(s) they consider to be unsafe should report such condition(s) to their immediate supervisor. If the working condition(s) considered to be unsafe continue to exist, then the employee(s) shall contact the Union representative who in turn shall report the condition(s) in writing to the immediate supervisor.
- 14.4 The director shall use a three (3) member advisory committee to resolve the problem. The advisory committee shall consist of the structural maintenance leader, the mechanical maintenance leader, and one responsible employee from the affected area appointed by the Union.

**ARTICLE 15**  
**WORK ASSIGNMENTS**

- 15.1 Work assignments shall be formulated by the administrative supervisor who shall use a three (3) member advisory committee furnished by the Union. Work assignments will be

considered regular and consistent. It is further understood that the employer will not change work assignments indiscriminately.

**ARTICLE 16  
WORK RULES**

- 16.1 A summary of rules will be furnished employees.
- 16.2 A list of general work rules, not listed in the contract, will be given employees at the beginning of each school year. New work rules will be given employees as they are changed throughout the work year.
- 16.3 The Board reserves the right to establish reasonable work rules which are not in conflict with the provisions of this contract or law.
- 16.4 The employer agrees to review all new work rules with the Union.
- 16.5 Changes in work rules shall not apply until they have been reviewed and posted on bulletin boards for three (3) consecutive work days.
- 16.6 Employees will comply with all work rules that are not in conflict with the terms of this agreement.

**ARTICLE 17  
RETIREMENT AGE AND BENEFITS**

- 17.1 An employee, upon retirement, shall be paid a retirement benefit of one hundred sixty-five dollars (\$165) for each year of district seniority as defined in Article 9.

If such employee does not qualify for retirement benefits with regard to length of service as specified by the Public School Employees Retirement System, the Fitzgerald retirement benefit shall be calculated and paid on the basis of creditable service according to the Public School Employees Retirement System.

- 17.2 Retirement shall be defined as:
  - .21 An employee who has attained age fifty-five (55) and has ten (10) years or more of district seniority as defined in Article 9 of this contract and who provides written assurance that he is leaving public school employment, or
  - .22 An employee who qualifies for retirement benefits with regard to length of service and age attained as specified by the Public School Employees Retirement System, or
  - .23 An employee who qualifies for retirement benefits with regard to length of service (but not age attained) and who has his retirement account frozen with the Public School Employees Retirement System, or



- .24 An employee who qualifies for retirement benefits because of physical disabilities as specified by the Public School Employees Retirement System.

**ARTICLE 18**  
**INSURANCE**

- 18.1 The Board shall provide employees assigned for more than seven (7) hours per day, insurance Plan A or Plan B or comparable. This plan shall be called the Flexible Benefit Plan.

Effective January 1, 2012, The District shall pay a portion of the premium for the medical insurance utilizing PA 152 "Hard Cap" at \$5,500 for a single subscriber, \$11,000 for two person, and \$15,000 for family. The District agrees these capped amounts shall be adjusted in accordance with the CPI State Treasurer's annually adjusted rates provided under PA 152 of 2011.

.11 Plan A

- .111 The Board shall provide to all members of the Bargaining Unit assigned for more than seven (7) hours per day, to each employee and his/her eligible dependents, as defined in the agreed upon specifications. The Board shall provide all insurance benefits listed in Section 18.1.1 for a full twelve-month period of each school year for all members in the Bargaining Unit. Such benefits shall include health, dental, term life and vision insurance, except the XVA2 rider coverage will not be provided as an option.

.1111 HRA: Blue Cross/Blue Shield Flex Blue 2 health insurance (or comparable) with 10/60 RX with \$1000/\$2000 out-of-pocket max or Blue Cross/Blue Shield limited Medicare supplement (or comparable) or Medicare, Part B, premiums shall be paid on behalf of the employee, his/her spouse and or dependents eligible for Medicare. Contribution of deductible not accrued/"rolled over" among plan years or upon separation of employee.

.1112 Blue Cross/Blue Shield Dental Plan K-80-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000 (or comparable), with no coordination of benefits or,

Blue Cross/Blue Shield Dental Plan K-50-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000 (or comparable) with external coordination of benefits.

.1113 Blue Cross/Blue Shield vision (or comparable).

- .112 Term Life Insurance in the amount of forty-five thousand (\$45,000) dollars for the employee only. Such insurance protection shall be paid to the

employee's designated beneficiary. In the event of accidental death, the insurance (AD&D) will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

.12 Plan B

- .121 The Board shall provide the employee and his/her eligible dependents as defined in the agreed upon specifications, assigned for more than seven (7) hours per day not electing insurance benefits, as described in Section 18.1, Plan A, for a full twelve-(12) month period of each school year life insurance plus an additional cash payment of seventy-five (\$75) dollars per month added to gross pay.
- .122 Term life insurance in the amount of fifty thousand (\$50,000) dollars for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance (AD&D) will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
- .123 Dependent Term Life Insurance in the amount of ten thousand (\$10,000) dollars for each employee's spouse and five thousand (\$5,000) dollars for each dependent child as defined in the agreed upon specifications.

18.2 Plan C Employees assigned for seven (7) hours or less per day

- .21 The Board shall provide employees assigned for seven (7) hours or less per day, the following coverage:
  - .211 Term Life Insurance in the amount of ten thousand (\$10,000) dollars for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
  - .212 Vision insurance as specified in 18.1.11.
- .22 Employees may select health care insurance coverage with the employee reimbursing the Board a prorated amount proportionate to their daily hourly schedule. (Example: Seven (7) hour employees would reimburse the Board 1/8<sup>th</sup> of the health insurance premium). Such reimbursement will be made by payroll deduction.
- .23 Employees may also select dental insurance equivalent to and under the same conditions as that provided in the FEA master contract Plan A for teachers, with the employee reimbursing the Board the prorated amount proportionate to their daily hourly schedule. (Example: Seven (7) hour employees would reimburse the Board 1/8<sup>th</sup> of the dental insurance premium.) Such reimbursement shall be made by payroll deduction.

### 18.3 Long Term Disability

The Board shall provide, without cost to the employee, Long Term Disability Insurance (or comparable) for each employee. Benefits shall be paid at sixty-six and two-thirds (66 2/3%) percent of the salary to a maximum monthly benefit of five thousand (\$5,000) dollars and may begin after expiration of ninety (90) calendar days. Benefits shall be to age 65 for disabilities that occur prior to age 61; for disabilities that occur on or after age 61, benefits end five (5) years after the disability or age 70, whichever occurs first. After age 70, coverage is for one year at no cost to the employee in the event of a permanent disability.

### 18.4 General

- .41 The Board shall implement an open enrollment of thirty (30) calendar days to be established by the carrier in each school year of this contract. In the event of a change in status of the employee, or their spouse or dependents, they shall have thirty (30) days from the date of change, to modify their coverage or change plans. The Board, in cooperation with the insurance carrier(s) shall be responsible for providing all necessary enrollment application and claims materials.
- .42 Except for incidental modifications, coverage as provided for in this article will not be changed except by mutual agreement of the Board and the Union or by law.
- .43 In the event that any insurance benefit is adjusted by action of the courts, the Legislature or the Insurance Commission, the Board shall meet with the Union for purposes of re-negotiating the affected insurance benefit(s).
- .44 Employees shall receive twelve-(12) month coverage regardless of the length of their work year.
- .45 Payment of these benefits by the Board shall cease beginning the first full month after the absent employee has exhausted his/her sick leave accumulation except that an additional month's premium, for employees on leaves of absence due to personal illness or personal injury, shall not exceed sixteen (16) weeks.

18.5 The Board shall ensure that requirements for any State or Federally mandated laws or regulations (i.e. COBRA, HIPAA, FMLA) shall be coordinated with the articles in this contract and Board policies.

18.6 To those retirees who enroll in the Michigan Public School Retirement System master medical health care plan and who enroll in Medicare, Parts A and B when eligible, the Board shall pay an amount equal to the premium cost deducted from the retiree's monthly retirement check for coverage up to and including full family. (See 18.8 below.)

18.7 Upon retirement as defined in Article 17 of this Agreement, the Board shall provide to the employee a four thousand dollar (\$4,000) group term life and accidental death and dismemberment insurance policy. (See 18.8.)

- 18.8 All employees hired after January 1, 1994, will not be eligible for health or life insurance retirement option as described in 18.6 and 18.7 above.
- 18.9 The negotiating teams of the District and Union will continue to meet jointly with the purpose of seeking a health insurance plan with comparable coverage and a lower premium than the current plan.

**ARTICLE 19  
LONGEVITY**

19.1 Employees shall receive additional hourly wage increases as follows:

.1 Beginning the fifth (5 <sup>th</sup> ) year of active service	.36
.2 Beginning the tenth (10 <sup>th</sup> ) year of active service	.46
.3 Beginning the fifteenth (15 <sup>th</sup> ) year of active service	.56
.4 Beginning the twentieth (20 <sup>th</sup> ) year of active service	.66
.5 Beginning the twenty-fifth (25 <sup>th</sup> ) year of active service	.76

Active Service shall be defined as regular employment with the Employer or leaves undertaken by reason of FMLA or disability.

19.2 Longevity payments shall begin with the first full pay period following the anniversary date of hiring which establishes eligibility.

**ARTICLE 20  
TERM OF EMPLOYMENT**

- 20.1 Employees who wish to terminate employment shall furnish a notice two (2) weeks in advance of such termination date.
- 20.2 See "Vacations" for termination benefits.

**ARTICLE 21  
PERFORMANCE EVALUATION**

21.1 Evaluation

- .11 The employee shall be evaluated periodically by her/his immediate supervisor, which, for custodian, includes the building principal.
- .12 Such evaluation shall be done on a form provided by the Board and copies shall be submitted to the Superintendent or his/her designee, and the employee's personnel file.
- .13 Evaluations shall be subject to the grievance procedure.

**ARTICLE 22**  
**DISCIPLINARY ACTION**

- 22.1 The employer shall have the right to invoke disciplinary action on any employee for failure to fulfill his responsibilities as an employee or for violation of this contract or work rules. Further, a reprimand shall be given in a manner that will cause minimum of embarrassment before other employees or the public.
- 22.2 Such disciplinary action may include: written verbal, written reprimand, demotion, temporary suspension, or permanent dismissal. Two copies of any memos or letters of any warning or reprimand shall be furnished to the employee who may then furnish one of these copies to the Union steward.
- 22.3 During periods of suspension, an employee shall not accumulate absence or vacation days nor shall he receive any pay for holidays which occur during this period.
- 22.4 The employer shall not discharge any employee without just cause. When the employer feels there is just cause for discharge, the employee involved shall first be suspended. The employee and Union shall be notified in writing that the employee is suspended and is subject to discharge.
- 22.5 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

**ARTICLE 23**  
**GENERAL PROVISIONS**

- 23.1 All reference to employees in this Agreement shall include both sexes and wherever the male gender is used, it shall be interpreted to include both male and female employees.
- 23.2 The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, coercion, by the employer against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.
- 23.3 The employer agrees that during working hours on the employer's premises and without loss of pay:
- .31 Local Union officers shall be permitted to transmit communication on behalf of the Union to the employer.
- .32 Building stewards shall be permitted to consult with employees at the beginning or end of the work shift for not more than thirty (30) minutes per day, provided that such consultation does not interfere with the normal work to be done.
- 23.4 Accredited representatives of the American Federation of State, County, and Municipal

Employees shall have the right to visit the premises for the purpose of conducting Union business only after having made arrangements for such visitations with the Superintendent of Schools.

- 23.5 The employer shall schedule at least (2) meetings per work year with the Union Advisory Committee. These meetings shall be scheduled on the employer's time. If additional meetings are required, the schedule of meetings shall be shared equally between employee time and employer time as near as practical.
- 23.6 Absence days, with pay and not chargeable to an employee's allowance, shall be provided for attendance at or participation in council or international meetings of the Union. The total allowance for the local shall not exceed twelve (12) days per year. Arrangements for the use of such days shall be made in advance.
- 23.7 Employees shall be given the opportunity to participate in the annual recommendation procedure. Complete details to be formulated by the administrative supervisor. All recommendations shall be considered advisory and the employer reserves the right to accept, modify or reject such recommendations.
- 23.8 The president of Local 1305, AFSCME, shall be given released time the equivalent of four (4) hours per week for the purpose of conducting Union affairs. The scheduling of this released time shall be mutually agreed upon by the president of Local 1305 and administration.
- 23.9 The Board of Education agrees to furnish Local 1305 space in which to locate a Union office—the location to be mutually agreed upon. It is further understood that the local will be responsible for any and all telephone expenses.
- 23.10 In the event of death, an active employee's beneficiary (as indicated on the life insurance beneficiary card) shall receive payment as follows:
  - .101 If death occurs prior to or during the work year in which age sixty (60) is attained, One Hundred Seventy Dollars (\$170) per year of seniority.
  - .102 If death occurs during the work year in which age sixty-one (61), or sixty-two (62) is attained, One Hundred Twenty Dollars (\$120) per year of seniority.
  - .103 If death occurs during the work year in which age sixty-three (63), sixty-four (64), or sixty-five (65) is attained, Eighty Dollars (\$80) per year.
- 23.11 The Board agrees to furnish the Union, upon request, information necessary to conduct bargaining.
- 23.12 The Board agrees to furnish the Union, upon request monthly, a copy of the financial report.
- 23.13 Copies of the Master Contract shall be printed at the expense of the Board and furnished

to all employees and to new employees at the time they are hired. In addition twenty (20) copies will be furnished to the Union.

- 23.14 The Board and the Union agree that good communication between the employer and the employees is important and should be fostered as a means of answering questions, clearing up rumors, exchanging points of view, and providing information about matters of mutual concern. Communication should flow along existing channels following line and staff. If the Union does not feel satisfied about communication with administration on a particular issue and wishes to address the Board of Education directly, arrangements can be made for the Union to be placed on a Board meeting agenda.
- 23.15 If any part of this contract or the salary/wages of benefits contained herein are altered or nullified by legislation or the action of any government agency, both parties agree to meet to negotiate those provisions of the contract affected by such government action.
- 23.16 Any position of less than eight (8) hours shall not have the remainder of the day, up to eight (8) hours, filled by a co-op, CETA, or substitute.
- 23.17 On those days when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms or other conditions, the following employees are, nevertheless, required to report to their normal assignments unless otherwise notified by the Superintendent or his designee: all maintenance/custodial. Those employees who are unable to report to their assignment may request and shall be granted an absence day if approved by administration and consistent with the provisions of Article 4. On those days when pupil instruction is not provided due to the previously discussed conditions, bus drivers shall not be expected to report to their normal assignment and may use accumulated absence time for that day.
- 23.18 Employees who work at least six (6) hours shall be granted two (2) ten-minute relief periods.
- 23.19 The Union shall provide to Administration an updated list of officers, stewards and committee members required to work with Administration (i.e., advisory committee, JETC committee, etc.) within thirty (30) days of any change.

#### **ARTICLE 24** **PERSONNEL FILES**

- 24.1 The Superintendent or his designee shall keep an up-to-date personnel file with respect to applications, attendance records, educational records, medical records, and any data regarding work history.
- 24.2 In addition, the personnel file may contain:
- .21 Records of a positive nature, including supervisory reports, memos, letters to employee, other evidence of successful service.

- .22 Records of a negative nature, including supervisory reports, memos, letters to the employee, and other evidence of unsuccessful service which may result in disciplinary action.
- .23 Such records must be specific in content, signed by the administrator with a copy furnished to the employee. The employee:
- may react to the item in writing.
  - may be required to acknowledge receipt of the item by signing one (1) copy and returning it to the administrator within ten (10) days.
- .24 The employee shall be furnished a copy of such items placed in his file. Failure to provide such copies within ten (10) days shall mean that the material may not be placed in the employee's file.
- 24.3 Other communications such as directives and summaries of conferences which are neither positive nor negative may be retained for a period of three (3) years or discarded.
- 24.4 The employee shall receive within ten (10) days, copies of all materials placed in his file. Any materials placed in an employee's file shall be marked "personnel file." Any materials not entered in the employee's file may not be used against the employee.
- 24.5 Records of a negative non-reoccurring nature will be removed from an employee's file four (4) years after date of entry.

**ARTICLE 25**  
**PAYMENT of RETIREMENT CONTRIBUTION**

25.1 Payment of Retirement Contribution

The Board of Education, will assume payment of the State defined employer's contribution into the Public School Employees Retirement System.

**ARTICLE 26**  
**HOLIDAYS AND HOLIDAY PAY**

- 26.1 The following days shall be recognized and observed as paid holidays:
- (1) Independence Day - July 4
  - (2) Labor Day
  - (3) Thanksgiving Day
  - (4) Christmas Day – Plus three (3) additional days to be scheduled.
  - (5) New Year's Day – Plus one (1) additional day to be scheduled.
  - (6) Friday of Spring Break or Good Friday, subject to 26.1.11
  - (7) Memorial Day



- .11 At its request, the Union shall have some input in the scheduling of work days and paid holidays which occur during the Spring Break and Christmas Break provided such request is made no later than November 15 of the current school year. It is expressly understood that this does not obligate the Board to extend the number of paid holidays beyond what is provided in this master contract.
- 26.2 When July 4, Christmas Day, New Year's Day, occur on a Saturday or Sunday, alternate days off will be granted during the regular work week. Normally this day will be the Friday before or the Monday after the holiday as determined by the employer.
- 26.3 When July 4, or Memorial Day fall on Tuesday, the Monday before shall be granted as an additional day off with pay.
- 26.4 When July 4, Thanksgiving Day, Christmas Day, New Year's Day, or Memorial Day fall on a Thursday, the next day (Friday) shall be granted as an additional day off with pay.
- 26.5 When any approved holiday falls during the approved vacation, it shall be added to the employee's vacation time.
- 26.6 Exceptions to the granting of days off for the above holidays will be made when it interferes with the operation of the school as determined by the employer.
- 26.7 When an employee is required to work on any of the holidays indicated above, he shall receive double time in addition to holiday pay. The employee may request time off in lieu of pay for working holidays and such time shall be two hours off for each hour worked. The decision to grant such time off in lieu of pay shall be determined by the employer.
- 26.8 Less than eight (8) hour employees receive holiday benefits as follows:
- .81 The holiday must occur during their normal work year.
- .82 Holiday pay shall be prorated according to their normal work day.
- .83 Normal work year for short-hour employees shall be those weeks between the opening of school in September and the completion of the year in June. An exception or extension may occur when a short-hour employee is scheduled to work during the summer.
- 26.9 In order to receive holiday pay, an employee must have worked a full shift on the last regularly scheduled work day before and the first regularly scheduled work day after each holiday. An employee who has been absent the day before or the day after a holiday due to illness (except when the employee is receiving L.T.D. benefits), or approved personal business days or approved vacation, or who is on an approved leave with pay, shall have these days counted as days worked.

However, an employee whose absence day accumulation has been exhausted and who does

not work a full shift on the last regularly scheduled work day before or the first regularly scheduled work day after a holiday shall not receive the holiday pay.

- 26.10 If the school calendar as approved by the Board provides for a "winter break" when school is not in session and teachers are not required to report for work, employees shall have two days off with pay. It is understood that if an employee is required to work on either or both of these days, he shall, at the Board's discretion, either be granted compensatory time or additional pay. The compensatory time or additional pay shall be at the straight-time rate.

#### **ARTICLE 27 EMPLOYEE PROTECTION**

- 27.1 In cases involving a criminal complaint on the part of a parent, student, or outsider, against the employee in the course of his/her employment where the employee is requested to report to the police department or the court, the administrative supervisor shall immediately notify the Superintendent. In such event, the school district shall provide an attorney to represent the employee in connection with his/her initial police department or court appearance concerning the complaint. The Union shall be notified when such an event occurs.
- 27.2 In cases involving assault and/or battery etc., on the part of a parent, student, or outsider against an employee, the administrative supervisor should immediately contact the police department. The employee may file a complaint against such offender, and/or legal actions for injury or damages against such persons. Immediately following this, a written report should be made of the incident, including all particulars, and two (2) copies sent to the Superintendent. The Superintendent will keep one on file and send a copy to legal counsel for his/her records. The Board shall provide legal counsel, medical treatment not covered by insurance and financial remuneration for all expenses and damages incurred as the result of such cases. However, this provision is applicable only if the employee was acting within the normal scope of the employee's duties.
- 27.3 Absence from employment resulting from Item 1 and 2 of this Article shall not be charged to the employees accumulation of absence days.
- 27.4 Employees shall exercise reasonable care with respect to the safety of pupils and property, as outlined by administration, but shall not be individually liable for any damages or loss to person or property except in the case of negligence or neglect of duty.

#### **ARTICLE 28 DURATION**

- 28.1 This Agreement shall be effective as of July 1, 2011 and shall remain in full force and effect thru the 30<sup>th</sup> day of June 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is

given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

- 28.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.
- 28.3 In the event either party wishes to express concerns over any non-economic item in this contract, the party may do so by notifying the other party in writing. Re-opening of non-economic items shall be done only by mutual agreement. Any change or amendment to this Agreement shall be subject to ratification by the Board and Union before becoming effective.

*ARTICLE 29*  
*SEVERABILITY*

- 29.1 This Agreement and each of the terms and conditions herein are subject to the laws of the State of Michigan in all respects, and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, the remaining provisions of this Contract shall remain in full force and effect insofar as possible.

**APPENDIX A**  
**ABSENCE HOUR PAYOUT UPON RETIREMENT**

The following schedule shall be used for employees who on September 1, 2009 had accumulated 200 (two hundred) or more days at their respective work hours:

<u>8 hour employees</u>		<u>7 hour employees</u>		<u>6 hour employees</u>		<u>5 hour employees</u>	
50%	600 – 1199	50%	525 – 1049	50%	450 – 899	50%	375 – 749
75%	1200 – 1599	75%	1050 – 1399	75%	900 – 1199	75%	750 – 999
100%	1600 – 2400	100%	1400 – 2100	100%	1200 – 1800	100%	1000 – 1500
<u>4 hour employees</u>		<u>3 hour employees</u>		<u>2 hour employees</u>			
50%	300 – 599	50%	225 – 449	50%	150 – 299		
75%	600 – 799	75%	450 – 599	75%	300 – 399		
100%	800 – 1200	100%	600 – 900	100%	400 – 600		

The following schedule shall be used for employees hired on or prior to Sept. 1, 2009:

<u>8 hour employees</u>		<u>7 hour employees</u>		<u>6 hour employees</u>		<u>5 hour employees</u>	
50%	600 – 934	50%	525 – 817	50%	450 – 699	50%	375 – 584
75%	935 – 1269	75%	818 – 1109	75%	700 – 949	75%	585 – 794
100%	1270 – 1600	100%	1110 – 1400	100%	950 – 1200	100%	795 – 1000
<u>4 hour employees</u>		<u>3 hour employees</u>		<u>2 hour employees</u>			
50%	300 – 466	50%	225 – 349	50%	150 – 234		
75%	467 – 634	75%	350 – 474	75%	235 – 319		
100%	635 – 800	100%	475 – 600	100%	320 – 400		

The following schedule shall be used for employees hired after Sept. 1, 2009:

<u>8 hour employees</u>		<u>7 hour employees</u>		<u>6 hour employees</u>		<u>5 hour employees</u>	
50%	600 – 667	50%	525 – 583	50%	450 – 499	50%	375 – 416
75%	668 – 734	75%	584 – 642	75%	500 – 549	75%	417 – 449
100%	735 – 800	100%	643 – 700	100%	550 – 600	100%	459 – 500
<u>4 hour employees</u>		<u>3 hour employees</u>		<u>2 hour employees</u>			
50%	300 – 333	50%	225 – 249	50%	150 – 166		
75%	334 – 367	75%	250 – 274	75%	167 – 183		
100%	368 – 400	100%	275 – 300	100%	184 – 200		

At the rate of:

**CUSTODIAL/MAINTENANCE**

Groups 1-9 of Section 3, Article 7.8	\$3.50 per hour
Group 10 of Section 3, Article 7.8	\$1.25 per hour

**TRANSPORTATION**

Bus Coordinator	Section 4, Article 11	\$3.50 per hour
Bus Driver	Section 4, Article 11	\$1.75 per hour (hired on or prior to Sept. 1, 2009)
Bus Driver	Section 4, Article 11	\$1.25 per hour (hired after Sept. 1, 2009)

## **SECTION 2 - MAINTENANCE-CUSTODIAL**

### **ARTICLE 1 HOURS OF EMPLOYMENT**

- 1.1 The regular hours of work for full-time eight (8) hour employees each day shall be eight (8) consecutive hours except for an interruption for a thirty (30) minute lunch period. By mutual consent of the employer and employee, an exception may be made of this condition.
- 1.2 The work week shall consist of five (5) consecutive work days, Monday through Friday.
- 1.3 The work shift schedule established by the employer shall be as follows:
  - .31 The first shift is any shift that regularly starts at/or between 6:00 a.m. and 8:00 a.m.
  - .32 The second shift is any shift that regularly starts at/or between 2:30 p.m. and 4:30 p.m.
  - .33 The third work shift is any shift that regularly starts at 11:30 p.m. or later. Shift schedules shall be regular and consistent; the employer will not change hours indiscriminately.
  - .34 It is understood that there are other special assignments that require starting times other than those listed, e.g., utility worker. It is further understood that the employer may be required to change starting times to meet the demands of the educational program. The employer may make starting time changes during periods when school is not in session.
  - .35 Employees whose work assignments change when school is not in session shall follow the shift schedule of the job assignment which they are given.
- 1.4 When a situation arises whereby the employer changes an employee's hours and two (2) or more of his hours enter in a different shift, he shall be paid the differential for that shift at the highest rate.

### **ARTICLE 2 REST PERIOD**

- 2.1 All eight (8) hour employees shall be granted two (2) fifteen (15) minute rest periods per shift. Employees who work at least three (3) hours shall be granted one (1) fifteen (15) minute relief period.

### **ARTICLE 3 LUNCH PERIOD**

- 3.1 All eight (8) hour employees shall be granted a thirty (30) minute unpaid lunch period which shall occur as near the middle of the work day as possible. Employees who exceed

the thirty (30) minute lunch period will be subject to disciplinary action. Lunch periods shall be uninterrupted except in cases of emergency.

- 3.2 If an emergency circumstance exists where the employer asks the employee to work and he does not receive a thirty (30) minute lunch period, he shall be reimbursed for this time.

**ARTICLE 4**  
**PAY INFORMATION**

- 4.1 All pay for regularly scheduled work shall be based upon a forty (40) hour week.
- 4.2 Pay for work over eight (8) hours per day, forty (40) hours per week, Saturdays, and Sundays, shall be at the rate of time and one-half regular pay. Pay for work performed on a holiday shall be at double time as specified in Section 1, Article 26.
- 4.3 Absence from work approved under the absence pay plan, vacations, or holidays, will count toward the forty (40) hour regular work week.
- 4.4 Pay for working on flag or light poles where climbing is required and cleaning furnace breaching shall be paid at twice the regular hourly rate. Example: If an employee's regular pay rate is \$10 per hour, then
- Work on regular shift is  $\$10 + \$10 = \$20$   
Work on overtime shift is  $\$15 + \$10 = \$25$   
Work on holiday shift is  $\$20 + \$10 = \$30$
- 4.5 Pay differential shall be granted at the rate of fifteen (.15) cents per hour for the second shift and twenty (.20) cents per hour for the third shift.
- 4.6 Pay periods shall be of two (2) weeks duration with checks being issued every other Friday throughout the school year. An occasional exception will create the need for a one (1) week pay period.
- 4.7 Provisions will be made for all deductions required by law, those approved by the Board of Education, such as Credit Union, and tax sheltered annuities, or as otherwise stated in this Agreement.
- 4.9 Any employee who is scheduled to report for work and who presents himself for work as scheduled, and the assignment has been canceled without the employee being notified before he reports for such assignment, shall be paid for two (2) hours reporting time. (Does not apply to Section 1, Article 23.18)
- 4.10 Employees assigned to duties that require working from a scaffold or portable ladders at a height of 18 feet or higher will be paid at a rate of one-half (1/2) their regular rate of pay in addition to their regular pay. Example: If an employee's regular pay rate is \$10 per hour then

Work on regular shift is  $\$10 + \$5 = \$15$

Work on overtime shift is  $\$15 + \$5 = \$20$

Work on holiday shift is  $\$20 + \$5 = \$25$

4.10 Employees placed on a temporary transfer or secondary assignment shall receive the appropriate pay increase for the number of worked hours only.

.101 Employees who are absent on a day-to-day basis will receive absence pay which includes the rate of pay as specified in Section 3, Article 12.5.

.102 When the employee assigned is absent for a period of two (2) weeks or more, and the job must be reassigned to another employee, the absence pay will not include the rate as specified in Section 3, Article 12.5.

### *ARTICLE 5 OVERTIME*

5.1 Each offer of overtime work shall be recorded and contribute to the total for that employee. It is understood that each offer and refusal need not be recorded if an employee refuses overtime in a formal employee survey.

5.2 Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

5.3 A current cumulative record of overtime work charged to each employee within each classification shall be posted by area of assignment or building, whichever is more appropriate.

5.4 Overtime work shall be distributed equally to employees working within the same job classification, shift, and building. Such distribution shall be equalized over the work year to the extent possible.

5.5 Provisions for overtime pay or compensatory time off for working holidays is defined in Section 1, Article 26, "Holidays and Holiday Pay."

5.6 A yearly cumulative record of combined overtime and extra work hours for bus drivers will be maintained. Distribution of overtime and extra hours will be as equal as practical. Record keeping will be accomplished by converting all overtime to equivalent regular hour. The records will reflect regular hours. It is understood that the bus driver will be charged for hours not worked if the employee refuses the offer to work, or if the employee is absent. "Extra hours" is defined as any hours worked more than a normal daily assignment but less than eight hours a day.

5.7 Approved overtime in the mechanical, structural, groundskeeping, or bus mechanic sections shall be available first to employees permanently assigned to the affected section; second, to others on temporary assignment in the affected section; third, to other

employees on secondary assignment in the affected section; and fourth, to other maintenance-custodial department employees by seniority.

- 5.8 Employees transferred to the head of an area shall be classified as permanent employees for the purpose of overtime as stated above in paragraph 5.7.

**ARTICLE 6**  
**JOB DESCRIPTIONS AND CLASSIFICATIONS**

- 6.1 Although detailed job classifications and descriptions are not a part of this Master Contract, existing job classifications and descriptions shall continue to be in effect. Further, any changes during the life of this contract shall be mutually agreed upon by the employer and the Union.

**ARTICLE 7**  
**LAYOFF AND RECALL**

- 7.1 When there is a reduction in the work force, and position(s) are reduced or eliminated, the employee(s) with the least group seniority within the group where positions are to be reduced or eliminated shall be displaced and permitted to exercise department seniority to bump to a position within the group or to a position in a lower group that the employee's department seniority will carry said employee subject to qualifications hereinafter defined in these Articles.

Should the position be restored, the person who bumped shall return to his/her position.

- 7.2 When reductions occur in job classifications for which there are employees in a Board-sponsored training program, then such reductions shall occur only after the trainee positions have been vacated through staff reductions. Board-sponsored training programs shall be limited to those programs where an employee(s) have been selected and appointed to such training programs and shall not apply to employees who are receiving casual inservice training benefits.
- 7.3 When an employee bumps from a higher group to a lower group said employee will not be permitted to bump an employee with more department seniority.
- 7.4 Employees in (Article 7.8) Group 9 whose positions have been reduced or eliminated shall be permitted to exercise department seniority to bump into a position within that group that their seniority will carry them. Any such bumping shall be subject to having the qualifications of the position as hereinafter defined.
- 7.5 Provisions for bumping as set forth in Items 7.1, 7.2, 7.3, and 7.4, of this Article shall be subject to the employee having the ability and qualifications to perform the work of the job classification into which the employee elects to bump according to seniority.
- 7.6 An employee who elects to bump into a new job classification as provided in Items 7.1, 7.2, 7.3, 7.4, and 7.5, of this Article shall be required to serve a ninety (90) day probationary



period and will be paid the rate of the new classification except that:

- .61 Said rate of pay shall not be less than the rate provided for an employee after nine (9) months in said classification.
- .62 Said employee shall not be required to serve a probationary period in any job classification for which a successful probation had previously been served.

7.7 If at any time during the probationary period the Director feels the employee has not performed satisfactorily, the Director shall recommend to the Superintendent removal of the employee from that classification. The employee then has the right to bump again in the same or lower classification and repeat this procedure.

7.8 Group classifications for the Maintenance-Custodial Department shall be:

- Group 1 Mechanical Leader, Structural Leader, Bus Mechanic Leader
- Group 2 Media Technician
- Group 3 Mechanical Journeyman, Mechanical Apprentice
- Group 4 Structural Journeyman, Structural Apprentice
- Group 5
- Group 6 Head Groundskeeper
- Group 7 Stock Coordinator
- Group 8 Utility Worker, Utility Driver, Groundskeeper/Bus Mechanic Helper, Stock Clerk, Building Chairman, Painter/Custodian, Mechanic Helper/Painter
- Group 9 Custodian

7.9 When layoffs occur, the Board of Education will give the individual(s) written notice of the layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

7.10 Recall - The employee shall remain on the recall list for a period equal to the employee's district seniority, but in no case more than three (3) years. (See Section 1, Article 9.7.74, Seniority.)

.101 When a recall is appropriate after a layoff, the order of department seniority will be followed. The laid off employee with the most seniority will be called first and so forth.

.102 Notice of recall shall be sent to the employee at his last known address by registered mail, certified mail, or appropriate school personnel. A copy will be sent to the Union at the same time it is sent to the employee.

.103 If an employee fails to report for work within ten (10) days after receipt of the recall notice, the employee shall be considered terminated and the employee's name will be removed from the seniority and layoff lists.

- .104 An employee may refuse a recall and remain on the recall list if he is physically and/or emotionally disabled to a degree which prevents his performing the normal duties of the assignment. Such a disability must be verified by a physician's statement. The Board may request another physician's opinion at the Board's expense.

## *ARTICLE 8* *UNIFORMS*

- 8.1 All eight (8) hour employees shall be given six (6) uniform credits per year. All uniform apparel will be purchased by Fitzgerald Public Schools. These credits can be used by the employee in the following combinations for their uniform allowance:

Shirt - One (1) uniform credit  
Pants - One (1) uniform credit  
Jacket - Four (4) uniform credits  
Summer uniform shirt (T-Shirt) - One (1) uniform credit  
Summer uniform shorts - One (1) uniform credit

Summer uniform apparel may only be worn the third day after school is dismissed for the summer until two weeks before school is back in session for the fall.

- 8.2 All bus drivers shall be furnished a jacket every two (2) years.
- 8.3 All employees shall be responsible for the laundering and upkeep of uniforms and shall maintain a neat personal appearance.
- 8.4 Uniforms shall be issued once annually during the month of August only.
- 8.5 All employees shall receive reimbursement for the purchase of shoes up to twenty-five dollars (\$25) per year.

## *ARTICLE 9* *SUBSTITUTES*

- 9.1 When an employee is off the job for any reason and the employer deems it necessary to cover the job assignment, a substitute shall be used.
- 9.2 In the event a satisfactory substitute is not available, regular employees will be offered the opportunity to perform the work.
- 9.3 Bus drivers employed by the Fitzgerald School District may be used as temporary substitute employees on a day-to-day basis during the summer months.
- 9.4 Bus drivers may be employed on a seniority basis.
- 9.5 These temporary assignments will be paid at the prevailing maximum custodial substitute rate.

- 9.6 These temporary assignments are intended to be limited to summer work only and should not be considered as contributing to an employee's department seniority.
- 9.7 Less than eight (8) hour employees may substitute during the school year under the following conditions:
- .71 The employee will receive the regular Board determined substitute pay rate for the time substituting.
  - .72 No fringe benefits will be paid while substituting.
  - .73 No shift differential will be paid while substituting.
  - .74 No seniority will be earned while substituting.
  - .75 Hours worked while substituting may not be added to regular hours in determining eligibility for overtime pay.

**ARTICLE 10**  
**VACATIONS**

- 10.1 An employee shall be granted vacation with pay subject to the following conditions and such vacation shall be computed on July 1 of each year:
- .11 Up to five (5) years, ten (10) days of vacation shall be granted for continuous service during the previous year.
  - .12 For five (5) years or more, fifteen (15) days of vacation shall be granted for continuous service during the previous year.
  - .13 For sixteen (16) years or more, twenty (20) days of vacation shall be granted for continuous service during the previous year.
  - .14 For employees working less than twelve (12) months during the first year of employment, 5/6 of a day of vacation shall be granted for all months where a majority of working days has been worked.
- 10.2 All vacation days that have been properly scheduled and approved will be taken if at all possible. Employees who cannot take their scheduled vacations due to illness or some other unforeseen circumstance, and those days cannot be rescheduled, will be paid for the remaining vacation days at the end of the fiscal year at the employee's regular rate of pay. Vacation days from one fiscal year cannot be carried over into the next fiscal year.
- 10.3 Employees, during their 5<sup>th</sup> and 16<sup>th</sup> year of employment, shall receive their vacation benefit on a prorated basis as follows:

**Years and Month Service**

**as of June 30**

**Vacation Days**

4 years	0 months	10
4 years	1 month	10 ½
4 years	2 months	11
4 years	3 months	11 ½
4 years	4 months	11 ½
4 years	5 months	12
4 years	6 months	12 ½
4 years	7 months	13
4 years	8 months	13 ½
4 years	9 months	14
4 years	10 months	14
4 years	11 months	14 ½
5 years	0 months	15
15 years	0 months	15
15 years	2 months	16
15 years	3 months	16 ½
15 years	4 months	16 ½
15 years	5 months	17
15 years	6 months	17 ½
15 years	7 months	18
15 years	8 months	18 ½
15 years	9 months	19
15 years	10 months	19
15 years	11 months	19 ½
16 years	0 months	20

- 10.4 Employees shall be granted vacation days for periods of regular employment. Regular employment shall include absence due to personal injury or illness and personal affairs.
- 10.5 An employee shall not receive vacation credit:
- .51 During that time he is on leave of absence without pay.
  - .52 For any month during which he has worked fewer than one-half the work days unless his absence is for reasons indicated in 10.4 above.
  - .53 For periods of absence which are longer than four (4) consecutive work days and which occur after the employee has exhausted his absence day accumulation.
- 10.6 It is to be understood that vacation schedules must not interfere with the orderly operation of the school district. No vacation shall be approved one week prior to the start of school, for the first week that school is in session, and the last week that school is in session.
- 10.7 Employees shall submit to the Facilities Manager vacation dates not later than April 15. Failure to do so shall result in the employee's vacation dates being established by the Manager.

- 10.8 Employees shall be informed of their approved vacation dates not later than May 15.
- 10.9 Employees may request a revision of their vacation dates; however, such revision shall be at the discretion of administration. Requests for revision of vacation dates must be made at least seven (7) days in advance.
- 10.10 Employees assigned as day or night building chairman in the same building may not take their vacation during the same time period. Vacation scheduling shall be done on a seniority basis.
- 10.11 The total number of employees on vacation at the same time when school is in session shall be limited to four (4). School is not considered to be in session during Christmas, Winter and Spring break.
- 10.12 If an employee changes assignments after his vacation time has been scheduled, he shall submit a new vacation request in accordance with the limitations placed on the group to which he is assigned. Such vacation request shall not interfere with vacations already approved within that group.
- 10.13 See "Holiday" for reference to holidays which occur during vacations.
- 10.14 Less than eight (8) hour employees shall be granted vacation benefits on a prorated basis.
- 10.15 Upon proper notification of termination of employment, an employee shall be paid his accumulated vacation benefits.
- 10.16 Those employees who have a death in the immediate family while on vacation may, after proper notification, use personal affairs days as specified in Section 1, Article 4.

The employee should be aware that the vacation period shall be readjusted, but that he may be required to report to work on the day he was originally scheduled to do so. The resumption of the vacation period beyond the original return date should not be considered automatic.

#### **ARTICLE 11** **TOOLS**

- 11.1 The employer shall furnish all necessary tools and equipment for the performance of regular duties, including custodians.
- 11.2 Each employee shall be responsible for the care and maintenance of all tools to which he has been assigned.
- 11.3 The employer agrees to provide suitable storage for tools including necessary lockers and locks.

**ARTICLE 12**  
**TEMPORARY TRANSFERS AND SECONDARY ASSIGNMENTS**

- 12.1 A temporary transfer is the assignment of an employee to a specific job for an extended but limited period of time. The temporary assignment may be needed to fill a vacancy or to complete a specific job assignment. Temporary transfers are posted and all maintenance-custodial employees have an opportunity to apply.
- 12.2 When an employee of the maintenance-custodial department is assigned to a job classification on a short-term basis, he shall be paid the wage of the permanent or temporary assignment, whichever is greater except those areas identified in Articles 12.5 and 12.6.
- 12.3 Experience gained during temporary transfer shall not be used to gain an advantage when candidates are evaluated for promotion to any job classification. However, such experience may be used to determine placement on the wage scale once an appointment has been made.
- 12.4 Employees assigned to the sections listed below due to a temporary transfer or a secondary assignment shall be paid in accordance with the following schedule:
- Mechanical Maintenance - Step 8 of the Employee Training Agreement
  - Structural Maintenance - Step 8 of the Employee Training Agreement
  - Bus Mechanic - Step 8 of the Employee Training Agreement
  - Groundskeeping - Step 7 of the Employee Training Agreement
- 12.5 Employees assigned to bus driving on a day-to-day basis (not overtime) shall be paid at the rate equal to Step 2 of the schedule of wages for bus driver, or his regular rate, whichever is greater.

**ARTICLE 13**

Hourly Wage Schedule, Maintenance, Custodial effective July 1, 2011.

**SCHEDULE OF WAGES - 2011-2013**  
**(employees hired prior to 3/8/07)**

<u>Classification</u>	<u>PROB. 90 days</u>	<u>3-9 Months</u>	<u>Maximum</u>
Mechanical Main. Leader	23.73	23.99	24.31
Structural Main. Leader	23.73	23.99	24.31
Bus Mechanic Leader	23.73	23.99	24.31
Mechanical Main. Journeyman		(See Training Agreement)	23.48
Structural Main. Journeyman		(See Training Agreement)	23.19
Mechanical Main. Apprentice	20.01	(See Training Agreement)	
Structural Main. Apprentice	20.01	(See Training Agreement)	
Media Technician	23.59	23.83	24.14
Stock Coordinator		(See Training Agreement)	23.19
Stock Clerk	19.56	(See Training Agreement)	
Head Groundskeeper	20.41	(See Training Agreement)	23.48
Grndskper/Bus Mech. Helper	19.56	20.14	20.69
Mechanic Helper/Painter	19.56	20.14	20.69
Utility Worker	19.89	20.40	20.90
Sr. High - Night Build. Chair.	20.06	20.61	21.09
Sr. High - Day Build. Chair.	19.89	20.41	20.95
Mid. School - Night Bldg. Chr.	19.67	19.98	20.17
Mid. School - Day Bldg. Chair.	19.54	19.75	20.05
Elementary - Night Bldg. Chair.	19.41	19.63	19.87
Elementary - Day Bldg. Chair.	19.14	19.46	19.65
Sr. High - Midnight Bldg. Chr.	19.14	19.46	19.65
Utility Driver	19.14	19.46	19.65
Painter/Custodian	19.14	19.46	19.65
Utility Driver/Custodian	18.55	18.97	19.27
Custodian I	17.74	18.30	18.76

**SCHEDULE OF WAGES - 2011-2013**  
**(employees hired 3/8/07 or later)**

<u>Classification</u>	<u>STARTING PAY</u>	<u>AFTER 1 - YEAR</u>	<u>AFTER 2 - YEARS</u>	<u>AFTER 3 - YEARS</u>	<u>AFTER 4 - YEARS</u>
<u>Mechanical Main. Leader</u>	15.53	17.73	19.91	22.12	24.31
<u>Structural Main. Leader</u>	15.53	17.73	19.91	22.12	24.31
<u>Bus Mechanic Leader</u>	15.53	17.73	19.91	22.12	24.31
<u>Mechanical Main. Journeyman</u>		(See Training Agreement)			23.48
<u>Structural Main. Journeyman</u>		(See Training Agreement)			23.19
<u>Mechanical Main. Apprentice</u>	13.12	(See Training Agreement)			
<u>Structural Main. Apprentice</u>	13.12	(See Training Agreement)			
<u>Media Technician</u>	15.44	17.60	19.78	21.96	24.14
<u>Stock Coordinator</u>		(See Training Agreement)			23.19
<u>Stock Clerk</u>	12.83	(See Training Agreement)			
<u>Head Groundskeeper</u>	12.94	(See Training Agreement)			23.04
<u>Grndskper/Bus Mech. Helper</u>	12.83	14.80	16.32	18.72	20.69
<u>Mechanic Helper/Painter</u>	12.83	14.80	16.32	18.72	20.69
<u>Utility Worker</u>	13.05	15.01	16.97	18.94	20.90
<u>Sr. High - Night Build. Chair.</u>	13.15	15.13	17.13	19.11	21.09
<u>Sr. High - Day Build. Chair.</u>	13.05	15.02	17.00	18.98	20.95
<u>Mid. School - Night Bldg. Chr.</u>	12.90	14.71	16.54	18.34	20.17
<u>Mid. School - Day Bldg. Chair.</u>	12.82	14.54	16.43	18.24	20.05
<u>Elementary - Night Bldg. Chair.</u>	12.74	14.52	16.30	18.09	19.87
<u>Elementary - Day Bldg. Chair.</u>	12.56	14.33	16.01	17.88	19.65
<u>Sr. High - Midnight Bldg. Chr.</u>	12.56	14.33	16.01	17.88	19.65
<u>Utility Driver</u>	12.56	14.33	16.01	17.88	19.65
<u>Painter/Custodian</u>	12.56	14.33	16.01	17.88	19.65
<u>Utility Driver/Custodian</u>	12.18	13.95	15.72	17.50	19.27
<u>Custodian I</u>	11.64	13.42	15.20	16.98	18.76



## APPENDIX B

### *AUDITORIUM/MIDDLE SCHOOL CAFETORIUM CHAPERON PAY*

Rate of pay: \$30 per event up to three hours  
\$10 per hour thereafter

Method of payment: Paid on next available pay after event

Method of selecting for custodian chaperon:

- a) The Athletic Director approves use of auditorium/middle school cafetorium.
- b) The Athletic Director's office informs all concerned and Assistant Facilities Manager.
- c) Assistant Facilities Manager informs High School Night Building Chairman or Middle School Night Building Chairman (for middle school cafetorium events) to select a high school or middle school (for middle school cafetorium events) custodian from a list of day and afternoon shift custodians on a revolving basis.

APPENDIX C  
MECHANICAL AND STRUCTURAL MAINTENANCE  
*EMPLOYEE TRAINING PAY SCALE 2011-2013*

<b>Credit Contact</b>		
<u>Hours</u>	<u>Hours</u>	<u>Pay Scale</u>
33 Mechanical	495	23.06
32	480	22.97
31	465	22.87
30 Structural	450	22.78
29	435	22.70
28	420	22.60
27	405	22.51
26	390	22.44
25	375	22.37
24	360	22.23
23	345	22.15
22	330	22.05
21	315	21.95
20	300	21.85
19	285	21.78
18	270	21.67
17	255	21.58
16	240	21.47
15	225	21.38
14	210	21.30
13	195	21.21
12	180	21.13
11	165	21.01
10	150	20.90
9	135	20.81
8	120	20.72
7	105	20.66
6	90	20.59
5	75	20.44
4	60	20.35
3	45	20.26
2	30	20.17
1	15	20.09
0	0	20.01

Mechanical Maintenance  
Journeyman (33 cr. hrs. + \$.41) 23.47

Structural Maintenance  
Journeyman (30 cr. hrs. + \$.39) 23.17

## **SECTION 3 - TRANSPORTATION**

### **ARTICLE 1 TERMS/HOURS OF EMPLOYMENT**

- 1.1 Hours for transportation employees will be subject to school being in session or students being transported with exception for government mandated training or district needs.
- 1.2 Bus routes will be chosen before the school year begins in the month of August. Administration will allow routes to be chosen on a seniority basis. Routes will also be re-chosen in the month of October on a seniority basis.
- 1.3 If there is a change in a bus run of one hour (1) or more per day over a period of (10) working days then routes will be chosen again on a seniority basis. However, in the event there is a change in a bus run that would preclude an employee working more than seven hours from receiving insurance paid by the District from being able to continue to receive insurance paid for by the District at the same level as it had been paid prior to the change in the bus run in question, then, at the option of the affected employee, routes will be chosen again on a seniority basis.

### **ARTICLE 2 REST/LUNCH PERIODS**

- 2.1 All transportation employees working eight (8) consecutive hours shall be granted two (2) fifteen (15) minute rest periods.
- 2.2 All transportation employees working eight (8) consecutive hours shall be granted a thirty (30) minute unpaid lunch period which shall occur as near the middle of the work day as possible. Employees who exceed the thirty (30) minute lunch period will be subject to disciplinary action. Lunch periods shall be uninterrupted except in cases of an emergency.
- 2.3 If an emergency circumstance exists where the employer asks the employee to work and he does not receive a thirty (30) minute lunch period, he shall be reimbursed for this time.

### **ARTICLE 3 PAY INFORMATION**

- 3.1 Pay for work over eight (8) hours per day, forty (40) hours per week, Saturdays, and Sundays, shall be at the rate of time and one-half regular pay. Pay for work performed on a holiday shall be at double time as specified in Section 1, Article 26.
- 3.2 Absence from work approved under the absence pay plan, vacations benefits, or holidays, will count toward the forty (40) hour regular work week.
- 3.3 Pay periods shall be of two (2) weeks duration with checks being issued every other Friday throughout the school year. An occasional exception will create the need for a one (1) week pay period.

- 3.4 Provisions will be made for all deductions required by law, those approved by the Board of Education, such as Credit Union, and tax sheltered annuities, or as otherwise stated in this Agreement.
- 3.5 Any employee who is scheduled to report for work and who presents himself for work as scheduled and the assignment has been canceled without the employee being notified before he reports for such assignment, shall be paid for two (2) hours reporting time. (Does not apply to Section 1, Article 23.17).
- 3.6 Employees placed on a temporary transfer or secondary assignment shall receive the appropriate pay increase for the number of worked hours only.
- .61 Employees who are absent on a day-to-day basis will receive absence pay which includes the rate of pay as specified in Section 3, Article 12.5.
- .62 When the employee assigned is absent for a period of two (2) weeks or more, and the job must be reassigned to another employee, the absence pay will not include the rate as specified in Section 3, Article 12.5.

#### **ARTICLE 4 OVERTIME**

- 4.1 Each offer of overtime and/or extra time work shall be recorded and contribute to the total for that employee. It is understood that each offer and refusal need not be recorded if an employee refuses overtime and/or extra time in a formal employee survey.
- 4.2 Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.
- 4.3 A current cumulative record of overtime and/or extra time work charged to each employee shall be posted in the Bus Garage.
- 4.4 Overtime and/or extra time work shall be distributed equally to employees working within the same job classification. Such distribution shall be equalized over the work year to the extent possible.
- 4.5 Provisions for overtime pay or compensatory time off for working holidays is defined in Section 1, Article 26, "Holidays and Holiday Pay."
- 4.6 A yearly cumulative record of combined overtime and extra work hours for bus drivers will be maintained. Distribution of overtime and extra hours will be as equal as practical. Record keeping will be accomplished by converting all overtime to equivalent regular hour. The records will reflect regular hours. It is understood that the bus driver will be charged for hours not worked if the employee refuses the offer to work, or if the employee is absent. "Extra hours" is defined as any hours worked more than a normal daily assignment but less than eight hours a day.

**ARTICLE 5**  
**JOB DESCRIPTIONS AND CLASSIFICATIONS**

5.1 Although detailed job classifications and descriptions are not a part of the master contract, existing job classifications and descriptions shall continue to be in effect. Further any changes during the life of this contract shall be mutually agreed upon by the employer and the union.

.11 Bus Driver/Transportation Coordinator

The bus driver/transportation coordinator will have the necessary knowledge and ability to perform such services required within the school transportation program plus various coordinating duties assigned.

.12 Bus Driver

A bus driver will have the necessary knowledge and ability to perform such services required within the school transportation program. Employer will provide all necessary training in compliance with DOT and state regulations at the employers expense and will from time to time update new regulations.

5.2 The employer will provide all necessary training in compliance with government regulations at the employer's expense. The employer will from time to time update the employee on new regulations.

**ARTICLE 6**  
**LAYOFF AND RECALL**

6.1 When there is a reduction in the work force, and position(s) are reduced or eliminated, the employee(s) with the least group seniority within the group where positions are to be reduced or eliminated shall be displaced and permitted to exercise department seniority to bump to a position within the group or to a position in a lower group that the employee's department seniority will carry said employee subject to qualifications hereinafter defined in these Articles.

Should the position be restored, the person who bumped shall return to his/her position.

6.2 When an employee bumps from a higher group to a lower group said employee will not be permitted to bump an employee with more department seniority.

6.3 Provisions for bumping as set forth in items 6.1 and 6.2 of this article shall be subject to the employee having the ability and qualifications to perform the work which the employee elects according to department seniority.

6.4 If at any time during the probationary period the Director of Operations feels the employee has not performed satisfactorily, the Director of Operations shall recommend to the Superintendent removal of the employee from that classification. If an employee has

established seniority, he/she has the right to bump again in the same or lower classification and repeat the procedure.

6.5 Group classification for Transportation Department.

*Group I Bus Driver/Coordinator*

*Group II Bus Driver*

6.6 When layoffs occur, the Board of Education will give the individual (s) written notice of the layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

6.7 Recall - The employee shall remain on the recall list for a period equal to the employee's district seniority, but in no case more than three (3) years. (See Section 1, Article\_9.7.74, Seniority.)

.71 When a recall is appropriate after a layoff, the order of department seniority will be followed. The laid off employee with the most seniority will be called first and so forth.

.72 Notice of recall shall be sent to the employee at his last known address by registered mail, certified mail, or appropriate school personnel. A copy will be sent to the Union at the same time it is sent to the employee.

.73 If an employee fails to report for work within ten (10) days after receipt of the recall notice, the employee shall be considered terminated and the employee's name will be removed from the seniority and layoff lists.

.74 An employee may refuse a recall and remain on the recall list if he is physically and/or emotionally disabled to a degree which prevents his performing the normal duties of the assignment. Such a disability must be verified by a physician's statement. The Board may request another physician's opinion at the Board's expense.

#### **ARTICLE 7 UNIFORMS**

7.1 All bus drivers shall be furnished a jacket every two (2) years.

7.2 All employees shall be responsible for the laundering and upkeep of uniforms and shall maintain a neat and personal appearance.

7.3 All employees shall receive reimbursement for the purchase of shoes up to twenty-five (\$25) dollars per year.

#### **ARTICLE 8 SUBSTITUTES**

8.1 When an employee is off the job for any reason and the employer deems it necessary to cover the job assignment, a substitute shall be used.

- 8.2 In the event a satisfactory substitute is not available, regular employees will be offered the opportunity to perform the work.
- 8.3 Bus drivers employed by the Fitzgerald School District may be used as temporary custodial substitute employees on a day-to-day basis during the summer months.
- 8.4 These temporary assignments will be paid at the prevailing maximum custodial substitute rate.
- 8.5 The temporary assignments are intended to be limited to summer work only and should not be considered as contributing to an employees department seniority.
- 8.6 Less than eight (8) hour employees may substitute during the school year under the following conditions:
  - .61 No fringe benefits will be paid while substituting.
  - .62 No shift differential will be paid while substituting
  - .63 No seniority will be earned while substituting
  - .64 Hours worked while substituting may not be added to regular hours in determining eligibility for overtime pay.

**ARTICLE 9  
VACATIONS**

- 9.1 For employees working less than twelve (12) months of the year, their vacation benefit will be prorated. The vacation benefits will be calculated and paid by June 30, of each year. The formula used will be as follows:

The employees average daily bid hours for the current school year (excluding all substitute time and field trips) will be multiplied by:

1 - 5 years	.83
6 years or more	.86
15 years or more	.90

This product will be multiplied by ten (10 months per year) to find the total vacation benefit. For example: an employee working an average of 6.5 hours per day multiplied by the decimal constant of .83 multiplied by ten (10) equals 53 vacation benefit hours. The 53 shall be multiplied by the rate of pay.

- 9.2 Employees shall accrue vacation credit for periods of regular employment. Regular employment shall include absence due to personal injury or illness and personal affairs.

9.3 An employee shall not receive vacation credit:

.31 During that time he is on leave of absence without pay.

.32 For any month during which he has worked fewer than one-half the work days unless his absence is for reasons indicated in (10.4).

.33 For periods of absence which are longer than four (4) consecutive work days and which occur after the employee has exhausted his absence day accumulation.

#### **ARTICLE 10**

#### **TEMPORARY TRANSFERS AND SECONDARY ASSIGNMENTS**

10.1 A temporary transfer is the assignment of an employee to a specific job for an extended but limited period of time. The temporary assignment may be needed to fill a vacancy or to complete a specific job assignment. Temporary transfers are posted and all transportation employees have an opportunity to apply.

10.2 A secondary assignment is the regular assignment of a bus driver to a specific job. No vacancy is filled and no posting shall occur. Secondary assignments are given to the most senior bus driver available providing that driver is capable of performing the work.

10.3 When a bus driver is assigned to the bus driver coordinator position on a short-term basis, he/she shall be paid the wage of the transportation/coordinator wage rate.

10.4 Experience gained during temporary transfer shall not be used to gain an advantage when candidates are evaluated for promotion to any job classification. However, such experience may be used to determine placement on the wage scale once an appointment has been made.

10.5 Employees assigned to a custodial job on a day-to-day basis (not overtime) shall be paid at the rate equal to Step 1 of the custodial wage or his regular rate, whichever is greater.



**ARTICLE 11**

Hourly Wage Schedule for Transportation effective July 1, 2011

**WAGE SCALE 2011-2013 CLASSIFICATION  
(employees hired prior to 3/8/07)**

<u>Classification</u>	<u>PROB 90 days</u>	<u>3-9 Months</u>	<u>Maximum</u>
Bus Driver/Coordinator	19.13	19.46	19.65
Bus Driver	16.74	17.25	17.74

**WAGE SCALE 2011-2013 CLASSIFICATION  
(employees hired after 3/8/07)**

<u>Classification</u>	<u>Starting Pay</u>	<u>After 1-year</u>	<u>After 2-years</u>	<u>After 3-years</u>	<u>After 4-years</u>
Bus Driver/Coordinator	12.56	14.33	16.11	17.88	19.65
Bus Driver	12.99	14.16	15.35	16.55	17.74

LETTER OF AGREEMENT

between

THE FITZGERALD BOARD OF EDUCATION

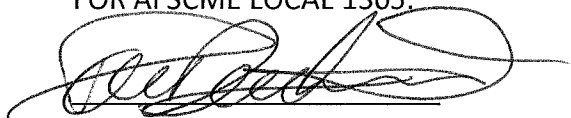
and

AFSCME LOCAL 1305

The members of Local 1305 agree to pay the current PA 142 Claims tax from January 1<sup>st</sup>, 2012 through June 30<sup>th</sup>, 2013.

This Letter of Agreement is non-precedent setting and without prejudice. Neither this Letter of Agreement nor actions taken by the district to implement the Letter of Agreement will be subject to the grievance procedure.

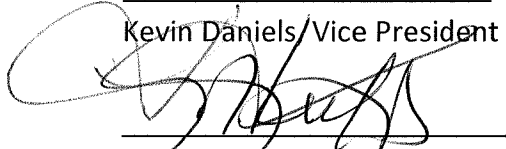
FOR AFSCME LOCAL 1305:



Paul Rutkowski, President



Kevin Daniels, Vice President

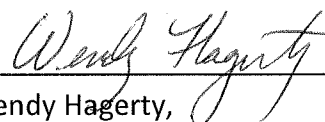


Felicia Hjecks,

Council 25 Representative

3/21/12  
Date

FOR THE BOARD OF EDUCATION:



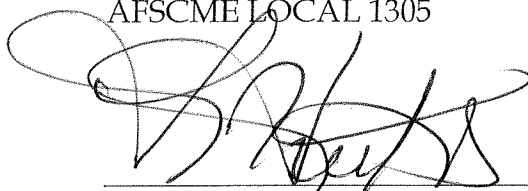
Wendy Hagerty,

Director of Human Resources

March 21, 2012  
Date

In Witness whereof, the parties hereunto have set forth their hands this 2<sup>nd</sup> day of April, 2012.

AFSCME LOCAL 1305



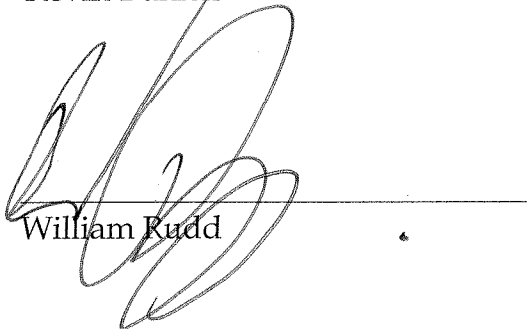
Felicia Hicks  
Staff Liaison, AFSCME Council 25



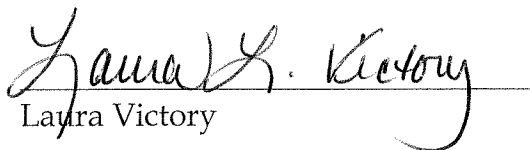
Paul Rutkowski  
President, Local 1305



Kevin Daniels



William Rudd

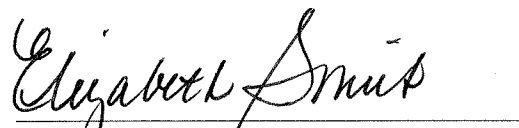


Laura Victory

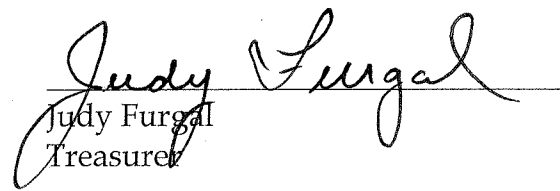
FITZGERALD BOARD OF EDUCATION



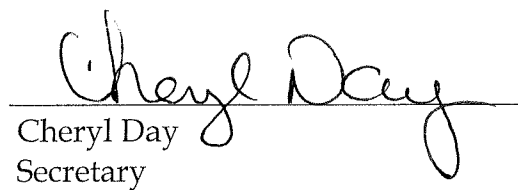
Michelle Chevatewa  
President



Elizabeth Smith  
Vice President



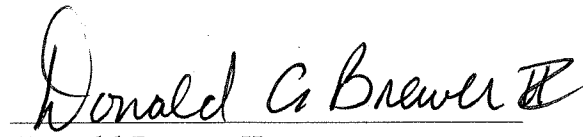
Judy Furgal  
Treasurer



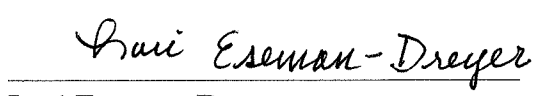
Cheryl Day  
Secretary



Hilary Kutella  
Trustee



Donald Brewer II  
Trustee



Lori Eseman-Dryer  
Trustee