

July 1, 2008 to June 30, 2010

A G R E E M E N T

between the

**BOARD OF EDUCATION
OF THE FRASER PUBLIC SCHOOLS DISTRICT**

and the

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, MICHIGAN COUNCIL NO. 25, AND
LOCAL 3846, SUB CHAPTER 13, AFL-CIO
LIBRARY TECHNICIANS**

TABLE OF CONTENTS

ARTICLE 1.....	1
A. RECOGNITION.....	1
B. BOARD POWERS.....	1
C. STRIKES.....	1
D. DISCRIMINATION.....	2
E. UNION SECURITY AND DUES DEDUCTION.....	2
F. STEWARDS.....	3
ARTICLE 2 - GRIEVANCE PROCEDURE.....	3
A. DEFINITION.....	3
B. PROCEDURE.....	3
Step 1.....	3
Step 2.....	3
Step 3.....	4
Step 4.....	4
C. GENERAL.....	4
ARTICLE 3 – HOURS.....	5
A. REGULAR WORK WEEK.....	5
B. OVERTIME.....	5
C. LUNCH AND RELIEF PERIODS.....	5
D. CONFERENCE TIME.....	5
ARTICLE 4 - VACANCIES AND TRANSFERS.....	6
A. VACANCIES.....	6
B. TRANSFERS.....	6
1. Requested Transfers.....	6
2. Unrequested Transfers.....	7
ARTICLE 5 - SENIORITY.....	7
A. SENIORITY.....	7
B. PROBATIONARY EMPLOYEES.....	7
C. SENIORITY LIST.....	7
D. LOSS OF SENIORITY.....	7
ARTICLE 6 - LAYOFF.....	8
A. DEFINITION.....	8
B. ORDER OF REDUCTION.....	8
C. NOTIFICATION OF LAYOFF.....	8
ARTICLE 7 - RECALL.....	8
A. RECALL PROCEDURE.....	8
B. RETURN TO WORK.....	9
C. GENERAL.....	9

ARTICLE 8 - GENERAL PROVISIONS.....	9
A. GENERAL.....	9
B. INCLEMENT WEATHER	9
C. EVALUATION	10
D. WRITTEN REPRIMANDS AND WRITTEN WARNINGS	10
E. JURY OR WITNESS DUTY	10
F. WORKERS' COMPENSATION.....	10
G. IN-SERVICE.....	11
H. RELEASE TIME.....	11
I. NEW OR REVISED JOB CLASSIFICATIONS.....	11
J. COPIES OF AGREEMENT.....	12
ARTICLE 9 - LEAVES OF ABSENCE.....	12
A. LEAVE DAYS	12
B. LEAVE OF ABSENCE.....	13
1. Reasons	13
2. Application.....	14
3. Pay.....	14
4. Seniority	14
5. Return to Work from Leave of Absence.....	14
6. Vacant Positions.....	15
7. Extension of a Leave of Absence	15
8. General.....	15
C. BEREAVEMENT.....	15
D. GENERAL.....	15
E. PERSONAL BUSINESS	16
ARTICLE 10 - PAID HOLIDAYS	16
ARTICLE 11 – WAGES AND PAYROLL	16
HOURLY RATE.....	16
FLEXIBLE SPENDING ACCOUNTS.....	17
ARTICLE 12 - LONGEVITY PAY	17
ARTICLE 13 - INSURANCES.....	17
A. LIFE INSURANCE	17
B. INSURANCE.....	17
ARTICLE 14 - DURATION OF AGREEMENT AND SUCCESSOR.....	18
SUCCESSOR CLAUSE	18
APPENDIX A	20

This AGREEMENT made this by and between the Board of Education of the Fraser Public Schools District, Macomb County, Michigan, hereinafter called the "Board," and the International Union of American Federation of State, County and Municipal Employees and Council #25 and its affiliate Local Number 3846 - Library Technicians.

WHEREAS the laws of the State of Michigan (Act 379, P.A. 1965) authorize collective bargaining between public employers and their employees with respect to hours, wages, and terms and conditions of employment;

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto agree as follows:

ARTICLE 1

A. RECOGNITION

The Board recognizes the International Union of American Federation of State, County and Municipal Employees and Council #25 and its affiliate Local Number 3846 as the exclusive bargaining representative of all Library Technicians, formerly known as Library Media Assistants (full time and regular part time).

The Board agrees that it will not directly discourage, deprive or coerce any employees in the enjoyment of any rights conferred by the laws or Constitutions of Michigan and the United States and that it will not discriminate against any employee because of his membership in the Union or his participation in collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, and that the rights granted to employees in this Agreement are in addition to those provided in the above mentioned statutes and Constitutions.

B. BOARD POWERS

1. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States.
2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

C. STRIKES

1. During the term of this Agreement, neither the union, nor any of its officers or members will authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature, whether for purposes of changing, maintaining, or influencing wages, hours and/or terms and conditions of employment.
2. No lock out of employees shall be instituted by the employer during the term of this Agreement.

D. DISCRIMINATION

The Board and the Union agree that they will not discriminate with respect to hire, seniority, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age or sex.

E. UNION SECURITY AND DUES DEDUCTION

1. All employees covered by the terms of this Agreement shall, as a condition of continued employment, execute an authorization for the deduction of union dues, or for the deduction of a sum not to exceed the union dues as a service fee in accordance with applicable law, on or before the tenth (10th) calendar day following the thirtieth (30th) calendar day following the beginning of their employment or reinstatement in the bargaining unit. Commencing with the employee's first pay, the Board will deduct from the pay of each employee from whom it receives an authorization the required amount of dues or service fees. Sums deducted as dues shall be forwarded to the Local Union Treasurer within thirty (30) days after their deduction.

In the event that an employee covered by the terms of this Agreement does not sign an authorization or make other arrangements with the Union to pay the required fees following the commencement of employment, the Board agrees that the services of such employee shall be discontinued.

2. The District agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the District and the Union. The District agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted from the period covered by the remittance. By allowing voluntary employee payroll deductions for the purpose of supporting AFSCME's PEOPLE campaign, AFSCME and employees of this bargaining unit (Local 3846) hereby acknowledge that the Fraser Public Schools does not in any manner support, condone, or endorse this political action committee nor any of its policies, platforms, or candidates either now or throughout the duration of this current collective bargaining agreement. AFSCME and Local 3846 agree to indemnify and hold harmless the District from all liability, claims, damages and expenses arising from any allegation or action that implementation of the check-off authorization/procedure above is unlawful or otherwise improper.

F. STEWARDS

1. Upon approval of the Director of Personnel or designee, stewards may be released from their regular duties during their working hours without loss of pay to investigate reported grievances and to present grievances to the employer representatives.
2. Notwithstanding their position on the seniority list, in the event of layoff, the Union steward not to exceed one (1) shall be continued at work as long as there is a bargaining unit position for which he/she is qualified to perform. The Union steward referred to above shall receive the rate of pay for the position in which he/she was placed at the time of a layoff.

ARTICLE 2 - GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a complaint about an act or condition which affects the welfare or working conditions of an employee or group of employees, or a complaint that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

B. PROCEDURE

Problems and grievances shall be presented and adjusted according to the following procedure:

Any employee with a problem or grievance as defined herein may just informally discuss the matter directly or accompanied by a Union representative with the appropriate member of the administration.

Step 1.

In the event the matter is not resolved informally, a written grievance may be filled with her immediate supervisor or appropriate administrator, if applicable, within ten (10) school days following the act or condition, which is the basis of the grievance.

- a. Within ten (10) school days after receiving the grievance, the supervisor or appropriate administrator, if applicable, shall state his decision in writing, together with the supporting reasons, and shall furnish a copy to the aggrieved party.

Step 2.

Within ten (10) school days after receiving the decision of the supervisor or appropriate administrator, the aggrieved party may appeal to the Director of Personnel. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1.

a. Within ten (10) school days after receipt of the appeal, the Director of Personnel shall communicate his decision in writing, together with the supporting reasons, to the aggrieved party.

b. If a grievance originates at Step 2, it would be appealed to Step 3.

Step 3.

Within ten (10) school days after receiving the decision of the Director of Personnel, the aggrieved party may appeal the decision to the Board of Education. Within thirty (30) days of receipt of the appeal, in the event the grievance is appealed to the Board, the Board shall hold a hearing or meeting concerning the grievance, which may be attended by the Union if they choose. Within ten (10) days from the date of the hearing or meeting, the Board shall communicate its decision, in writing, together with the supporting reasons, to the aggrieved party.

Step 4.

The following Step 4 shall only apply to grievances contesting discharge and long-term suspension (longer than 3 days) of an employee. If the Union is dissatisfied with the decision of the Board of Education, the Union may appeal the grievance to arbitration within forty-five (45) school days after the decision of the Board. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said forty-five (45) day period. And if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an Arbitrator, he shall be appointed under the rules of the American Arbitration Association. The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and he shall be subject to in all cases the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitutions of the United States and of the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the functions of the Board of Education in the proper exercise of its judgment and discretion under the law and this Agreement. The decision of the Arbitrator, if within the scope of his authority as above set forth, shall be final and binding. The costs of arbitration shall be borne by the losing party; however, each party shall bear its own expense.

C. GENERAL

All written complaints must be specific. They shall contain a concise statement of the facts upon which the grievance is based; a specific reference to the Articles and sections of the Agreement, where applicable, which have allegedly been misinterpreted or violated; the specific nature of the relief requested; and shall be signed by the employee or employees involved.

Any employee may present a grievance for adjustment without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

If a grievance arises of a general nature, the Union may present such grievance directly to the appropriate step. The time limits specified in this procedure may be extended in any specific instance by mutual written agreement.

Failure of the Board to report any decision within the specified time limit at any step of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure.

ARTICLE 3 – HOURS

A. REGULAR WORK WEEK

The regular work week for full-time employees shall consist of thirty-six and one quarter (36¼) hours per week. The regular workday shall be determined for any employee by the immediate supervisor or, at the District's option, up to thirty-seven and one-half (37 ½) hours per week.

B. OVERTIME

Overtime worked after forty (40) hours in any one week shall be compensated at the rate of one and one-half (1½) times the regular hourly rate. All Saturday employment shall be compensated at the rate of one and one-half (1½) times the regular hourly rate.

Any hours worked on Sunday shall be compensated for at the rate of two times (double time) the regular hourly rate.

C. LUNCH AND RELIEF PERIODS

Employees shall be entitled to a duty-free lunch period which shall be not less than one half (½) hour nor more than one (1) hour and which shall not be included in the employee's regular workday. All Library Technicians shall receive a relief period of fifteen (15) minutes in the morning and afternoon of each working day.

D. CONFERENCE TIME

Those employees who are scheduled to work on-site during a single night parent-teacher conference will not be required to report to work on the next normal work day and will suffer no loss of pay. Employees assigned to work during a multiple night parent-teacher conference will not be required to report to work on the next normal work day following conclusion of the conference and will suffer no loss of pay.

Employee receiving pay for not working on the day following one or more parent/teacher conference days, then the employee shall not receive any compensation for working hours beyond the normally scheduled work-day on those parent/teacher conference days.

ARTICLE 4 - VACANCIES AND TRANSFERS

A. VACANCIES

Vacancies shall be defined to include new positions and vacant positions within the bargaining unit which have not been terminated or eliminated by the board. The Board shall give written notice to the Union of vacancies. The notice shall include the classification, the area where the classification is currently assigned, and any qualifications or requirements of applicants. The notice shall be given seven (7) working days prior to filling the vacancy. Employees shall apply for the vacancy within the seven (7) working day period. All vacancies, including newly created positions, shall be filled within sixty (60) days from the date the position becomes vacant or is created except in extenuating circumstances and subject to the following conditions:

1. The above provision shall not apply in the event the Board eliminates any bargaining unit position. The Board shall notify the Union President prior to eliminating a bargaining unit position.
2. The above provisions shall not apply in the event the vacancy occurs as a result of a layoff or reduction in work force.
3. The above provisions shall not apply to temporary vacancies occurring as the result of the illness or temporary disability of an employee on a leave of absence granted the employee in accordance with this agreement.

B. TRANSFERS

1. Requested Transfers

Employees may request a transfer in writing to the Director of Personnel. The written request shall state the position to which the employee desires to be transferred, and the reasons for requesting the transfer. In the event the requested transfer is denied, the Director of Personnel or his designee shall, upon request of the employee, give written reasons for the denial of the requested transfer.

2. Unrequested Transfers

Prior to transferring any employee who has not requested a transfer, a personal conference with the affected employee and a Union representative shall be held with the Director of Personnel or his designee at which time the reasons for the transfer will be discussed. Such transfers shall only be made to meet the needs of the School District and/or to promote efficiency and not for disciplinary reasons.

Violations of this section of the Contract shall be subject to the Grievance Procedure.

ARTICLE 5 - SENIORITY

A. SENIORITY

Seniority shall be determined on a School District basis.

B. PROBATIONARY EMPLOYEES

New employees hired in the unit shall be considered probationary employees for the first six (6) months of their employment, but shall be treated as regular employees for salary purposes only. Probationary employees shall not be entitled to seniority status. When an employee completes the probationary period, he shall be entered on the seniority list, and if he has been continuously employed by the Board, he shall rank for seniority from the first day of the last date of hire. Probationary periods may be extended by mutual agreement between the Union and the School Board. New employees, while in their probationary period, may be terminated without recourse to the grievance procedure. They shall be represented by the Union for all purposes under the agreement during their probationary period, except that no protest may be taken against termination of the employee during his probationary period.

C. SENIORITY LIST

The seniority list will be furnished to the Union upon request and will list all employees by classification, name and seniority rank, based upon the employee's most recent day of hire.

D. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

1. She/he quits.
2. She/he is discharged and the discharge is not reversed.
3. She/he is absent for three (3) consecutive working days without notifying the Board or giving satisfactory reasons to the Board for such absence.
4. She/he does not return from sick leave or a leave of absence without notifying the Board or giving satisfactory reasons to the Board for such absence.

5. She/he gives a false reason for a leave of absence or engages in other employment during such leave.

6. She/he retires.

ARTICLE 6 - LAYOFF

A. DEFINITION

The word "layoff" shall be defined to mean a reduction in the working force covered by the terms of this Agreement due to a decrease of work and/or due to economic factors or measures affecting the School District.

B. ORDER OF REDUCTION

In the event of a layoff, the work force shall be reduced in the following order: first, temporary employees performing bargaining unit work; next, probationary employees; then, seniority employees in reverse order as their names appear on the seniority list. In the event of a layoff, non-regularly employed temporary personnel employed as Library Technicians will not be used to supplant bargaining unit members; however, substitute employees may be employed to fill in for absent bargaining unit members. This layoff procedure shall not apply to normal break periods when school is not in session and when certain employees are not scheduled to work during such periods.

C. NOTIFICATION OF LAYOFF

Employees being laid off in accordance with this Article shall be provided with a Notice of Layoff at least fourteen (14) calendar days prior to the effective date of the layoff, except in situations where school or a school building is closed as a result of employees failing to report for duty. The chapter chairperson of the Union shall be given a list of employees being laid off under this provision.

ARTICLE 7 - RECALL

A. RECALL PROCEDURE

When the working force is increased after a layoff, employees shall be recalled according to seniority. Notice of recall shall be sent to the employee being recalled at her last known address by registered or certified mail. It shall be the responsibility of a laid-off employee to notify the office of the Director of Personnel of all changes in her address.

B. RETURN TO WORK

If an employee being recalled fails to report for work within ten (10) days from date of mailing of the Notice of Recall, she shall be considered "a quit" and shall be removed from the recall list unless the employee being recalled is scheduled to report on a date later than the end of the ten (10) day period, in which event, the employee shall provide written notice of intent to return to the School District within the ten (10) day period or be considered "a quit" as provided above.

C. GENERAL

1. Employees who have been laid off shall not accrue seniority during the period of the layoff.
2. Employees who have been laid off shall be eligible for recall for a period of two (2) years or a period equal in length to their accumulated seniority with the School District, whichever period is shorter. Upon the expiration of the applicable time period, the laid off employee shall not be subject to recall by the School District.

ARTICLE 8 - GENERAL PROVISIONS

A. GENERAL

In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, such provision shall be void and inoperative, but all other provisions of this Agreement shall remain and continue in effect. Unless the context would clearly indicate otherwise, the terms "employee, Library Technician", and "bargaining unit member," are used interchangeable herein, and the terms are intended to be synonymous. Wherever a male gender pronoun is used, it shall be deemed to include the female gender, and vice versa.

B. INCLEMENT WEATHER

In the event school is closed for students due to inclement weather or other emergency causes, the Superintendent or his designee shall determine whether employees covered by the terms of this Agreement shall be required to report to work.

1. If a day school is closed due to inclement weather or other emergency causes is rescheduled as a make-up day for students, and if such rescheduling results in an extension of the employees' regular work year and employees shall report to work on make-up days

C. EVALUATION

Prior to placing a written evaluation in a Library Technician personnel file, the employee shall have a personal conference with the immediate supervisor making the evaluation, at which time the Library Technician shall sign the written evaluation acknowledging that the Library Technician has received a copy of such evaluation. Any Library Technician has the right to have a Union representative present when an evaluation is presented. In the event the employee is dissatisfied with the evaluation, said employee may request a meeting with the Director of Personnel or his designee, at which time the employee will be allowed to attach her comments to the evaluation.

D. WRITTEN REPRIMANDS AND WRITTEN WARNINGS

Upon the written request of an employee, written reprimands and written warnings shall be removed from an employee's personnel file, subject to the following conditions:

1. The above written request may be made after three (3) years from the date of the written reprimand and/or written warning.
2. The employee making the written request must not have been disciplined in writing within the three (3) year period.

E. JURY OR WITNESS DUTY

In the event an employee is called to serve on jury duty during the employee's work year, the employee shall cooperate with the school administration in an effort to be excused or released from jury duty, or, to be reassigned to jury duty during the summer months. If the employee is unable to be excused or released from jury duty, the employee shall be paid the difference between jury duty pay and the employee's daily rate for each workday that the employee serves on jury duty. To facilitate payment, the employee shall endorse her jury duty pay check to the School District and shall receive her regular pay. Employees shall also be paid the difference between witness fees and the employee's daily rate for each workday the employee is subpoenaed to testify in court in connection with the employee's job in the School District.

F. WORKERS' COMPENSATION

All employees who are injured in the performance of their duties for the Board shall be compensated as provided by the Michigan Worker's Compensation Act. The Board agrees to pay the difference between the amount an Employee receives under the Michigan Worker's Compensation Act and her regular salary, not to exceed the number of the employee's accumulated sick leave days. An employee's sick leave day accumulation shall be charged for the amount of time necessary to make up the difference on a pro rata basis. Employees receiving worker's compensation benefits shall be subject to the provisions of Article, Section B, entitled "Medical Leave of Absence."

G. IN-SERVICE

Upon approval of the Director of Personnel or his designee, in-service may be scheduled for all employees or a group of employees for a designated purpose related to the duties and responsibilities of the involved employees. Employees who are approved for in-service during their regularly scheduled workday shall be released from regular duties without loss of pay. The fee for the cost of the approved in-service shall be paid for by the school district. The decision of the Personnel Director to approve or disapprove a request for in-service shall be final and not subject to the grievance procedure.

H. RELEASE TIME

A total of four (4) days per year shall be granted to the Library Technician Chapter for the purpose of attending educational conferences and conventions, subject to the following provisions:

1. Any unused release days from the total of four (4) days shall not be cumulative from year to year.
2. No more than one (1) employee may use the above release days on the same day.
3. The Library Technician Union shall notify the Office of the Director of Personnel not less than seven (7) days prior to use of a release day under the terms of this provision.
 - a. The Union will be permitted the use of school facilities and equipment for regular and special business meetings of the Union without charge, provided that the Union makes application and conforms to all established regulations.
 - b. In the event a member of the bargaining unit is elected Local Union President, the District will provide an additional three (3) days of release time.

I. NEW OR REVISED JOB CLASSIFICATIONS

In the event the School District creates a new classification, or permanently, substantially and materially changes, alters or revises an existing job description, the parties shall meet to determine whether the new classification or revised classification should be included or excluded from the bargaining unit. If the parties cannot agree, then the question may be submitted to the employment relations commission for determination.

If the new classification or revised classification is determined to be in the bargaining unit, the personnel director shall assign the classification to a pay rate. Notice shall be given to the Union. In the absence of any objection from the Union, within ten (10) working days of such notice, the classification and the rate of pay shall be established by the District for approval. In the event of an objection, the parties shall meet and negotiate for a suitable pay rate for the classification. The new or revised classification may be implemented and filled pending resolution of the above matters at the pay rate proposed by the District. Should a higher rate be negotiated, such higher rate shall be paid retroactively to the date the position was filled.

J. COPIES OF AGREEMENT

Copies of this Agreement shall be printed at the Board's expense and presented to all employees now, or hereafter employed by the Board. In addition, the Union shall receive three (3) copies of the Agreement for their files. Copies of this agreement shall be provided within ninety (90) calendar days of the date of ratification, except in extenuating circumstances.

ARTICLE 9 - LEAVES OF ABSENCE

A. LEAVE DAYS

1. Each employee shall be entitled to a one (1) leave day per month with full pay during the term of this Agreement, and such leave days shall be accumulated in a bank which in no event shall exceed one hundred twenty (120) leave days (except as stated in Article 9 Section A Sub Section 4). Advance notice of the necessity of such leave shall be given to the office of the Board as early as possible.
2. Leave days accumulated in the employee's leave day bank may be used only for the purpose stated in sections (3) and (4) of this Article. Leave days may be used in the year in which they are earned for the purpose allowed by this Section.

Employees shall furnish a medical certificate documenting the use of leave days for reasons of illness after three (3) or more consecutive workdays of illness. In case of suspected abuse of leave days, a pattern of absenteeism and/or excessive absenteeism, employees shall furnish a medical certificate documenting the use of leave days used for reasons of personal illness upon request of the Building Principal or Director of Personnel, and, in such cases, the three (3) consecutive workday period shall not apply. Accumulated leave days shall be listed on an employee's paycheck three (3) times per year.

3. Any unused leave days as of June 30th of each year, shall be accumulated in the employee's accumulated leave day bank, which in no event shall exceed one hundred (120) leave days. The days in the accumulated leave day bank shall be used by the employee only for the reason of personal illness, but not for any other reason, except as stated in paragraph (4) of this section.
4. Bargaining unit members who have accumulated not less than one hundred twenty (120) leave days may accumulate up to an additional thirty (30) leave days over the one hundred twenty (120) leave days subject to the following conditions:
 - a. Bargaining unit members shall be eligible to use the additional accumulated leave days up to a maximum of thirty (30) if they have exhausted their total accumulated leave days of one hundred twenty (120) days, have been ill or disabled for a period of not less than one (1) year and have returned to a bargaining unit position with the School District.
 - b. Upon returning to employment with the School District, as provided in paragraph (a) above, a member of the bargaining unit may use the additional accumulated up to a maximum of thirty (30) for illness or disability purposes only.
5. Upon approval of the Director of Personnel, employees covered by the terms of this Agreement shall be eligible to use up to three (3) workdays, and up to five (5) workdays when the funeral is over 250 miles away, from the employee's accumulated leave day bank for attendance at the funeral in the employee's or his or her spouse's immediate family, which shall be defined to mean step parents, daughter-in-law, son-in-law, half brother, half sister, children, mother, father, brother, sister, grandmother and grandfather, grandchildren, or other relative residing with the employee. Documentation of the death of such person may be requested by the Director of Personnel. In special circumstances the Director of Personnel may grant a request for funeral leave day(s) not addressed above.

B. LEAVE OF ABSENCE

A leave of absence may be granted to any employee by the Board for reasons stated herein, subject to the following provisions:

1. Reasons

A leave of absence may be granted to an employee in accordance with the provisions of this Article for the reasons stated herein and for the following length of time:

- a. For medical leave of absence for extended personal illness or medical disability for up to one year.

- b. For family medical care for up to one (1) year.
- c. For personal business such as promotional employment opportunity in public education outside the District, child care or education, or being elected to union office for up to one year.
- d. For active military service for up to the period of the active military service.
- e. For workers compensation disability for up to the period of the disability.

2. Application

A physician's statement shall be submitted with the application for medical leave of absence indicating the nature of the illness and the medical reasons for the leave of absence. Requests for all other types of leave of absence shall be made in writing to the Board of Education. The Board shall consider an application for a leave of absence at its first Regular Meeting following submission of the application, provided it is submitted at least seven (7) calendar days prior to a Regular Meeting.

3. Pay

All leaves of absence granted in accordance with this Article shall be without pay.

4. Seniority

During a leave of absence for family medical care, or personal illness or medical disability, or personal business, or union office, an employee shall not accrue seniority but shall retain all seniority acquired prior to the date the leave of absence commences. During a leave of absence for military leave or workers compensation disability, the employee shall accrue full seniority for the length of the absence.

5. Return to Work from Leave of Absence

An employee returning to work after a leave of absence shall notify the Board of the employee's intent to return at least thirty (30) calendar days prior to the expiration date of the leave of absence. The employee's right to return to work shall be subject to the following and also subject to the provisions of the "Layoff" article. Any employee who fails to return to work, or to provide the notices required herein, shall be deemed to have resigned and to have terminated employment with the school district, unless an extension of the leave of absence has been granted.

6. Vacant Positions

During the time an employee is on a leave of absence in accordance with this provision, the employee's position may be filled by hiring a person to fill the vacant position during the leave of absence, or by a temporary substitute, or by a reassignment of another employee at the option of the Board. If an employee fails to provide the notice set forth in Paragraph 5 above or fails to return from a leave of absence, the position shall be treated as a vacancy and filled in accordance with Article 4 of the Collective Bargaining Agreement.

7. Extension of a Leave of Absence

An employee on a leave of absence for personal illness or medical disability, or family medical care, may apply for not more than one extension of the leave of absence for a period not to exceed one (1) year. Upon expiration of the extension, the employee shall return to work and no further extensions shall be granted. Written application for the extension shall be submitted to the Board at least thirty (30) calendar days prior to the expiration date of the leave of absence. An employee who returns to work at the expiration of the extension of a leave of absence for personal illness or medical disability or family medical care shall exercise seniority rights. In the event an employee does not accept an assignment into a classification when offered by the Board at the completion of the extension period as herein provided, the employee shall be deemed to have resigned and to have terminated employment with the School District.

8. General

In the event that an employee gives a false reason for a leave of absence or engages in other employment during such leave (unless on a leave of absence for this purpose under Article 4.B.1.c.), the employee shall lose all accrued seniority and shall be deemed to have terminated employment with the School District.

C. BEREAVEMENT

In the event an employee has exhausted his/her accumulated and accrued leave days and has been employed by this District for five (5) or more years, the employee shall be granted up to five (5) workdays without loss of pay to attend a funeral in the employee's or his/her spouse's immediate family as defined above, subject, however, to the approval of the Director of Personnel.

D. GENERAL

Employee's eligibility for a medical leave of absence or a temporary leave of absence shall be based on a minimum of one (1) year of continuous full-time employment with the School District.

E. PERSONAL BUSINESS

In the event that an employee must be absent from work for reasons of compelling personal business that cannot be accomplished outside normal work hours, such as mortgage closings, bereavement, subpoenaed to be in court, etc. then the employee may request the Director of Personnel to use accumulated sick day(s) to cover such absence(s).

ARTICLE 10 - PAID HOLIDAYS

All full-time employees who have worked the full regularly scheduled straight time workday immediately preceding and immediately subsequent to the following holidays, except in extenuating circumstances, shall be paid at their regular hourly rate for each of the following holidays: Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, one floating holiday at Christmas break, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day.

No holiday for which an employee is paid and during which he did not work shall be considered or treated for any purpose under this Agreement as time actually worked by him.

In the event school is scheduled on a designated holiday, the holiday shall be rescheduled to another date when school is not in session by mutual agreement between Board and Union representatives.

Holidays that fall on Saturday, will be observed on the preceding Friday. Holidays that fall on Sunday, will be observed on the subsequent Monday. If school is in session on such Mondays or Fridays, the holiday or holidays will be rescheduled to another date by mutual agreement of the parties to a date when school is not in session.

ARTICLE 11 – WAGES AND PAYROLL

The hourly pay rates for elementary library technicians shall be as follows:

HOURLY RATE

2008-2009	\$13.21	0% wage increase
2009-2010	\$13.00	1.56% reduction in the hourly rate

“Hourly rate listed above includes \$.25 per hour stipend for computer responsibilities.”

Employees are encouraged to use direct deposit to receive district pay.

Beginning with the 2009-10 school year, the payroll period shall be changed from every two (2) week pay periods to twice per month on the 15th and the 30th or the last day of the month.

FLEXIBLE SPENDING ACCOUNTS

District shall provide Flexible Spending Accounts so employees can make payments toward all insurance benefits, childcare and eldercare on a pre-tax basis.

ARTICLE 12 - LONGEVITY PAY

Eligible full-time employees shall receive longevity pay in accordance with the following schedule:

1. After five (5) years of continuous service to the Board = 10¢ per hour
2. After ten (10) years of continuous service to the Board = 15¢ per hour
3. After fifteen (15) years of continuous service to the Board = 20¢ per hour

The above amounts shall not be cumulative.

ARTICLE 13 - INSURANCES

A. LIFE INSURANCE

The Board agrees to pay the full costs of a group life insurance policy in the face amount of Seven Thousand Five Hundred (\$7,500) Dollars per employee (to be effective as soon as possible after ratification by the parties).

B. INSURANCE

Employees who are not covered by, and not eligible to be covered by, another group health and dental insurance plan shall be eligible to purchase health and dental insurance coverage for themselves and for their dependents through the group health and dental insurance plan(s) offered through the Board. The Board shall determine the health and dental plan(s) to be offered. Employees purchasing such coverage shall do so on a pre-tax basis through payroll deduction to the extent permissible by law; any balance to be paid on the monthly insurance premium shall be paid by the employee no later than the 15th of the month for each month of coverage. The scope and provisions of such coverage shall be governed by the terms and conditions of the applicable policy. The provisions of this paragraph are subject to the Board's insurance carrier(s) permitting eligible employees to purchase such coverage as set forth above.

ARTICLE 14 - DURATION OF AGREEMENT AND SUCCESSOR

This Agreement shall continue in effect for a period of two (2) years, commencing July 1, 2008 and ending June 30, 2010. If either party desires to renegotiate this Agreement or to terminate or modify and portion thereof, a written notice shall be given to the other party at least sixty (60) days prior to the termination of this Agreement. Modification or amendment of any specific article or clause shall not affect the remainder of this Contract.

SUCCESSOR CLAUSE

To the extent permitted by law, this agreement shall be binding upon the Employer's successor, assignee, or transfer, whether such succession, assignment or transfer be effected voluntary or by the operation of law; and in the event the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

BOARD OF EDUCATION FRASER PUBLIC SCHOOLS DISTRICT

Deborah Prentiss, President

Gerard Gauthier, Secretary

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
MICHIGAN COUNCIL #25 AND ITS AFFILIATE LOCAL #3846 SUB CHAPTER 13,
LIBRARY TECHNICIANS, AFL-CIO**

Steve Reid, Local President

Cheryl Kane, Steward

Darlene Hall, Negotiation Team Member

Kathie Sherrill
Council 25 Staff Representative

Ratified by the Board of Education of the Fraser Public Schools District on October 26, 2009.

Ratified by the American Federation of State, County, and Municipal Employees, Michigan Council #25, and its affiliate Local #3846 Sub Chapter 13, Library Technicians, AFL-CIO on October 5, 2009.

APPENDIX A

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
MICHIGAN COUNCIL #25 LOCAL**

AUTHORIZATION FOR PAYROLL DEDUCTION SERVICE FEE

Employee Name: _____

Employer Name: _____ Effective Date: _____

I hereby request and authorize you to deduct from my earnings a service fee once each month to be paid over to the treasurer of Michigan AFSCME Council #29. The amount deducted shall be based upon the amount determined annually by Michigan AFSCME Council #25 and collected monthly as specified in Article 3 of the collective bargaining agreement.

Employee's Signature: _____

Number & Street Address: _____

City and State: _____

AUTHORIZATION FOR PAYROLL DEDUCTION OF DUES

Employee Name: _____

Employer Name: _____ Effective Date: _____

I hereby request and authorize you to deduct from my earnings the current initiation fee being charged AFSCME, Local Union No.3846 Sub Chapter 13, and effective the same date to deduct from earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the treasurer of Local 3846 of the American Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice to the Union and the employer.

Employee's Signature: _____

Number & Street Address: _____

City and State: _____

LETTER OF AGREEMENT

The Director of Personnel shall meet with representatives of the Union to review current job descriptions.

BOARD OF EDUCATION FRASER PUBLIC SCHOOLS DISTRICT

Deborah Prentiss, President

Gerard Gauthier, Secretary

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, MICHIGAN COUNCIL #25 AND ITS AFFILIATE LOCAL #3846 SUB CHAPTER 13, LIBRARY TECHNICIANS, AFL-CIO

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