

July 1, 2011 to June 30, 2014

between the

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

and the

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
MICHIGAN COUNCIL #25,
AND
LOCAL 1884,
SUB CHAPTER 16,
ADMINISTRATIVE ASSISTANTS,
AFL-CIO**

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THIS AGREEMENT made this 1st day of July, 2011, 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 1884 Sub-Chapter 16, AFL-CIO - Educational Administrative Assistants, hereinafter called the "Administrative Assistants."

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 1884 as the exclusive bargaining representative of all Administrative Assistant personnel employed by the Board, excluding Administrative Assistants to positions of Superintendent, Assistant Superintendent, Director of Human Resources, and Business Manager and Accounting Supervisor.

The Board agrees that it will not directly or indirectly 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 - 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.

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, sex, or disability.

E. UNION SECURITY AND DUES DEDUCTION - 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 equivalent to the union dues as a service fee. Dues deductions shall commence upon the completion of the probationary period or sixty (60) work days from the date of hire whichever comes first. 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.

F. POLITICAL ACTION CONTRIBUTION – The Employer 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 executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the Employer and the Union.

Any such deductions shall be forwarded to the Union, together with a list of the names for whom such deductions are made and the amounts deducted during the period covered by the remittance.

G. STEWARDS

1. Upon approval of the Director of Human Resources 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 and the Chapter Chairperson or, if designated, the area steward, may be similarly released in order to meet privately with new

bargaining unit members within thirty (30) days of their arrival within the Local Union's jurisdiction in an appropriate location at the worksite agreeable to management and for a reasonable period

2. Notwithstanding their position on the seniority list, in the event of layoff, the chapter chairperson, and the Union stewards (not to exceed four [4]) shall be continued at work as long as there is a bargaining unit position for which they are qualified to perform. The chapter chairperson and the stewards referred to above shall receive the rate of pay for the position in which they are placed at the time of a layoff.

ARTICLE 2 – UNION BUSINESS

A RELEASE TIME

1. A total of ten (10) days per year shall be granted to the Administrative Assistant Union for the purpose of attending educational conferences and conventions, subject to the following provisions:
 - a. Any unused release days from the total of ten (10) days shall not be cumulative from year to year.
 - b. No more than two (2) employees may use the above release days on the same day.
 - c. The Administrative Assistant Union shall notify the Office of the Director of Human Resources not less than ten (10) days prior to use of a release day under the terms of this provision.
2. 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.
3. The union shall be permitted to use internal District mail systems, including computer/electronic mail, for membership and bargaining unit mailings.

- B PRINTING** - Copies of this Agreement shall be printed at the Board's expense and presented to all employees now, or hereafter employed by the Board within sixty (60) days of ratification by the parties. In addition, the Union shall receive ten (10) copies of the Agreement for their files.

ARTICLE 3 – INSURANCE BENEFITS

- A. MEDICAL INSURANCE - All employees covered by this Agreement shall be eligible to receive medical and prescription insurance benefits for themselves and their dependents. Benefit levels for the following plans are outlined in Appendix B.

Effective July 1, 2011 all employees shall be eligible to receive medical and prescription insurance benefits for the employee, spouse and dependents. The Board shall provide benefits consistent with the following:

Blue Care Network, BCN Deductible Plan 10 with a prescription co-pay of \$15 generic and 40% brand name drugs with minimum \$40 to a maximum \$100 out of pocket cost to the Employee, and employees taking such coverage shall pay ten percent (10%) of the monthly premium cost on a pre-tax basis via payroll deduction. For the contract years 2012-2014 employees taking such coverage shall pay twenty percent (20%) of the monthly premium cost on a pre-tax basis via payroll deduction.

In addition, an employee eligible for such medical insurance coverage shall have the option to "buy up" to plans that provide benefits consistent with the following Blue Cross plans:

1. Effective July 1, 2011 employees may select Blue Care Network, BCN HMO 10 Plan with a prescription co-pay of \$15 generic and 40% brand name drugs with minimum \$40 to a maximum \$100 out of pocket cost to the Employee, and employees taking such coverage shall pay ten percent (10%) of the monthly premium cost on a pre-tax basis via payroll deduction based on 2011-12 benefit rates and existing coverages. For the contract years 2012-2014 employees taking such coverage shall pay twenty percent (20%) of the monthly premium cost on a pre-tax basis via payroll deduction. Employees shall pay the difference in monthly premium costs between this Plan and the BCN Deductible Plan 10 on a pre-taxed basis via payroll deduction. Benefit levels and employee cost for this plan are outlined in Appendix B.
2. Effective July 1, 2011 employees may select Blue Cross/Blue Shield Community Blue PPO Plan with a prescription drug co-pay of \$15 generic, \$30 preferred brand name drugs and \$60 non-preferred brand name drugs. Employees shall pay ten percent (10%) of the Blue Cross/Blue Shield PPO plan monthly premium on a pre-taxed basis via payroll deduction. For the contract years 2012-2014

employees taking such coverage shall pay twenty percent (20%) of the monthly premium cost on a pre-tax basis via payroll deduction.

- B. INSURANCE WAIVER OPTION - Any employee who has medical insurance from some other source who elects not to receive medical insurance benefits in accordance with provisions within this Article shall be eligible to receive compensation. An employee waiving medical insurance coverage hereunder shall provide the District with proof of insurance.

In the event that the number of employees electing not to receive medical benefits is either 3 or 4, the amount of the insurance waiver option shall be \$1,000 annually. If the number exceeds 4 for purposes of this provision, the amount of the insurance waiver option shall be \$1,500 annually. The number of employees eligible for the insurance waiver option shall be determined as of October 1 of each school year. The amount of the insurance waiver option shall be in effect for 12 months. Employees selecting the medical insurance waiver option may not elect to receive medical insurance benefits during the 12-month period, unless the employee's medical coverage is discontinued and the election shall be subject to the applicable requirements contained in the insurance policy.

- C. DENTAL INSURANCE - The Board agrees to provide a group dental insurance plan for the employee, spouse and dependents, and employees taking such coverage shall pay ten percent (10%) of the applicable monthly premium cost on a pre-tax basis via payroll deduction. The dental insurance plan benefit levels shall be outlined in Appendix B. The parties agree that the carriers may be changed but the benefit levels will remain.
- D. OPTICAL INSURANCE - The Board agrees to provide a group optical program for each employee, spouse and dependents as outlined in Appendix B, and employees taking such coverage shall pay ten percent (10%) of the monthly premium cost on a pre-tax basis via payroll deduction. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.
- E. LIFE INSURANCE - Effective July 1, 2011 the Board agrees provide to pay a group life insurance policy in the face amount of Thirty Five Thousand (\$35,000) Dollars per employee, and employees shall pay ten percent (10%) of the monthly premium cost on a pre-tax basis via payroll deduction. Effective July 1, 2012 the Board agrees to pay the full cost of the group life insurance policy as described herein.
- F. LONG-TERM DISABILITY - Effective July 1, 2011 the Board agrees to provide a group long-term disability plan which pays sixty-six and two-thirds (66 2/3%) percent of a Administrative Assistant's pay after one hundred eighty (180) calendar days of disability to age sixty-five (65), subject to the terms of the policy. Effective July 1,

2012 the Board agrees to pay the full cost of the long-term disability policy as described herein.

- G. FLEX 125 PROGRAM - The District shall provide a Flex 125 Program, providing all bargaining unit members an opportunity to pay for medical care costs not covered by insurance with pre-tax dollars. Participation in the Flex 125 plan is at the Employee's option.
- H. MEDICAL CARE COST CONTAINMENT COMMITTEE - The Union and the District agree to form a Medical care Cost Containment Committee made up of an equal number of members from the Union and the Board of Education or its representatives, which will review and agree to future cost containment programs to cover employees during the term of this Agreement.

Said cost containment programs shall not diminish the level of benefits provided in the basic plans. The parties are committed to investigate programs, which will reduce costs. Programs to be considered would include alternative Medical care providers, additional cost containment programs and alternative traditional plans.

Any programs agreed to by the parties will be implemented during the term of the agreement subject to ratification of the membership.

ARTICLE 4- LEAVES OF ABSENCE

A. LEAVE DAYS

1. Accumulation - Leave days shall be earned at the rate of one (1) day per month. Employees must work ten (10) days of the month for full credit. Any employee requested by the Board shall furnish a medical_certificate documenting the use of leave days used for reasons of illness.
2. Personal Business Days - Personal Business days may be used in the year in which they are earned. Twelve (12) month employees may use five (5) leave days per year for reasons of personal business. Employees who work less than twelve (12) months may use four (4) leave days per year for reasons of personal business. Personal Business Days shall not accumulate.

Employees shall not use two (2) or more personal business leave days in succession without approval from the Director of Human Resources. All requests must be made in writing to the Director of Human Resources specifying the reasons for such request. Increments of no less than sixty (60) minutes can be taken by all employees.

3. Any unused leave days as of June 30th of each year, shall be accumulated in the employee's leave day bank, which in no event shall exceed one hundred twenty (120) days. The days in the leave day bank shall be used by the employee only for the reason of personal or family illness, but not for any other reason, except as stated in 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) 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 above, a member of the bargaining unit may use the additional accumulated leave days up to a maximum of thirty (30) for illness or disability purposes only.
 - c. The additional accumulated leave days up to a maximum of thirty (30) shall not be subject to other provisions of this Agreement including Article 6, Retirement, Termination and Resignation and may not be used for any purposes except as specified herein.
5. Upon approval of the Director of Human Resources, employees shall be eligible to use days from the employee's accumulated leave day bank for an or illness in the employee's or his or her spouse's immediate family, which shall be defined to mean spouse, children, mother, father, brother, sister, grandmother and grandfather, grandchildren, or other relative residing with the employee.

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:

6. 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 personal business or being elected to union office for up to one year.
 - c. For family medical care for up to 180 days.
 - 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 - Employees who have been ill or disabled and have exhausted their sick days shall apply for a medical leave of absence within thirty (30) days. 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) days prior to a Regular Meeting.

Notwithstanding anything to the contrary, it is understood and agreed that for purposes of the Family Medical Leave Act (FMLA), employee paid sick/personal leave days must be used where applicable, and such paid leave days shall be counted and included in calculating the employee's entitlement for employer-paid medical insurance benefits. The period of entitlement to FMLA benefits shall be based on a rolling 12-month period.

3. Pay and Insurance Benefits - All leaves of absence granted in accordance with this Article shall be without pay. Fringe benefits shall be granted to the extent provided herein, with the understanding that where insurance coverage is extended, such coverage is subject to the terms of the applicable insurance policy:
 - a. For employees hired before April 27, 2009, an employee on a unpaid leave of absence for personal illness or medical disability shall receive medical, dental, optical, long-term disability (LTD) and life insurance coverage for the employee, his/her spouse and dependents on the same basis as if he/she were working for up to 180 days. If the employee returns to work and then goes out on leave for the same illness or disability, the days from both are counted together until 180 calendar days are reached. If the employee goes off on leave for a different illness or disability under this Article the District shall pay the above insurances for an additional 180 calendar days. An employee on this type of leave shall have the option of continuing medical, dental, optical, LTD and life insurance at group rates for up to one (1) year after expiration of the 180 calendar day period subject to the terms of the appropriate insurance companies. If coverage is extended during a medical leave of absence, the employee shall pay the full amount of the premium for such coverage as they become due.

For employees hired after April 27, 2009, an employee on a leave of absence for personal illness or medical disability shall continue to receive medical insurance coverage in accordance with applicable the Family Medical Leave Act (FMLA).

- b. An employee on a leave of absence for family medical care shall continue to receive insurance coverage in accordance with applicable law (FMLA). An employee on this type of leave of absence shall have the option of continuing medical, dental, optical, LTD and life insurance for up to one (1) year thereafter, subject to the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.
 - c. An employee on a personal business leave of absence shall continue to receive medical, dental, optical, LTD and life insurance coverage until the end of the month in which the leave becomes effective. An employee on this type of leave of absence shall have the option of continuing medical, dental, optical, LTD and life insurance coverage insurance for up to one (1) year, subject to the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.
 - d. An employee on a leave of absence for being elected to union office shall have the option of continuing medical care insurance for up to one (1) year, subject to the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.
 - e. An employee on a leave of absence for workers compensation related disability shall continue to receive medical, dental, optical, LTD and life insurance coverage on the same basis as if he/she were working for up to 180 calendar days. The employee has the option of using fractional sick leave days to supplement workers compensation payments received to the extent necessary to generate the employee's normal rate of pay. The employee shall also have the option of continuing medical, dental, optical, LTD and life insurance coverage for up to one (1) year, subject to the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.
 - f. An employee on a leave of absence for military service shall be paid medical, dental, optical, LTD and life insurance coverage in accordance with governing federal law.
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 accrue up to one (1) year of seniority and 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. Seniority shall not accrue during an extension of a medical leave of 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) days prior to the expiration date of the leave of absence. An employee returning to work from a leave of absence from personal illness or medical disability during the 180 day "waiting period," or employees returning to work from a workers' compensation disability leave shall also submit a physician's statement indicating the employee's ability to return to employment and to perform the employee's regular work duties. Employees who do not return to work during the 180 day waiting period, and who go on a medical leave of absence shall not be permitted to return to work prior to the last approved 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:
 - a. Leave of Absence for Personal Illness or Medical Disability - An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal illness or medical disability who has provided notice of intent to return, shall be entitled to return to the employee's original position.
 - b. Leave of Absence for Family Medical Care - An employee who returns to work within 180 days from the commencement date of a leave of absence for family medical care shall be entitled to return to the employee's original position.
 - c. Leave of Absence for Personal Business or Being Elected to a Union Office -An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal business or for being elected to a union office shall exercise bumping rights.
 - d. Leave of Absence for Workers' Compensation Disability An employee who returns to work within one (1) year from the commencement date of a leave of absence from a Workers Compensation related disability shall be entitled to return to the employee's original position. Thereafter, the employee shall exercise bumping rights.

- e. Leave of Absence for Military Service - An employee who returns to work from military service shall be governed by "return to work" provisions of the federal law.

- 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 a substitute or a reassignment of another Administrative Assistant 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, her position shall be treated as a vacancy and filled in accordance with Article 10 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 an extension of the leave of absence for a period not to exceed one (1) year. Written application for the extension shall be submitted to the Board at least thirty (30) 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 bumping rights into the classification for which the employee is qualified and has seniority upon the expiration of the extension period. In the event an employee does not accept a "bump" 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, the employee shall lose all accrued seniority and shall be deemed to have terminated employment with the School District.

- C. 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 his 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 4, Section B, entitled "Medical Leave of Absence."

- D. FAMILY AND MEDICAL LEAVE ACT - The Board will grant up to twelve (12) weeks of family medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). Fraser Public

Schools will measure the twelve (12) month period forward from the date an employee's first FMLA leave begins. For example, if an employee used four weeks of FMLA leave beginning March 1, 1996, and eight beginning September 1, 1996, the employee would not be entitled to any additional FMLA leave until March 1, 1997. On March 1, 1997, the employee would be entitled to another 12 weeks of FMLA leave.

All requests for such leave will be made to the Director of Human Resources. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee must give as much notice as is practicable.

Proper certification of the reason for the leave must be provided. An employee may be required to use all available personal leave time for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave.

- E. BEREAVEMENT - Upon approval of the Director of Human Resources, employees shall be eligible to use days from the employee's accumulated leave day bank for a funeral in the employee's or his or her spouse's immediate family, which shall be defined to mean spouse, children, mother, father, brother, sister, grandmother and grandfather, grandchildren, or other relative residing with the employee.

In the event an employee has exhausted 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) days without loss of pay to attend a funeral in the employee's or her spouse's immediate family as defined above, subject, however, to the approval of the Director of Human Resources.

- F. 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 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 work day the employee is subpoenaed to testify in court in connection with the employee's job in the School District.

ARTICLE 5 -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 filed 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 Human Resources. 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 Human Resources 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 Human Resources, the aggrieved party may appeal the decision to the Board of Education or may proceed directly to Step 4. 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.

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) calendar days after the decision of the Board. The parties shall attempt to mutually agree upon an arbitrator thirty (30) calendar days from the date notice of intent to arbitrate is served. If the parties are unable to agree, then the case shall be filed with the American Arbitration Association. In either case, the parties will be bound by the labor arbitration rules and procedures of the American Arbitration Association. If not submitted, the grievance shall be abandoned. 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. Each party will bear the full cost of its side of the arbitration and will pay one half of the cost for the arbitrator.

- 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 6 - RETIREMENT, TERMINATION AND RESIGNATION

- A. **RETIREMENT** - Any employee retiring in accordance with the Michigan Public School Employees Retirement System (MPERS) after ten (10) years of employment with the Board shall be paid a sum of money equal to three-quarters (3/4) of the employee's accumulated leave days times their daily wage rate as determined from the appropriate Salary Schedule, except as provided below.

All 12-month bargaining unit members then employed will be permitted to accumulate up to fifteen (15) personal leave days for every full year of service that they have provided to the District, up to one hundred and twenty (120) days for purposes of this Article; and, similarly, all 10-1/2 month bargaining unit members then employed will be permitted to accumulate up to thirteen (13) personal leave days for every full year of service that they have provided to the District, up to one hundred and twenty (120) days for purposes of this Article.

Those employees with less than ten (10) years of service and all future employees first employed after July 1, 2006, shall be paid for three-quarters of their accumulated leave days at the substitute and/or daily rate in effect as of the date of their retirement or death, on the basis of the following examples.

Employees with nine (9) years of service as of July 1, 2006, would be eligible to accumulate in the years after that date up to a total of one hundred and eight (108) personal leave days for which such members will be paid in the same manner as set forth in paragraph 1 above ($108 \times .75 \times \text{employee's daily rate} = \$$), and up to twelve (12) days for which they would receive the then daily substitute rate upon the date of retirement/death ($12 \times .75 \times \text{substitute rate} = \$$). Similarly, employees with either (8) years of service as of July 1, 2006, would be eligible to accumulate in the years after that date up to a total of ninety six (96) personal leave days for which such employees will be paid in the same manner as set forth in paragraph 1 above ($96 \times .75 \times \text{employee's Daily Rate} = \$$), and up to twenty four (24) days for which they would receive the then daily substitute rate upon the date of retirement/death ($24 \times .75 \times \text{substitute rate} = \$$), and so on for employees with less than ten (10) years of service.

All qualifying employees will be eligible to be paid for seventy five percent (75%) of up to one hundred and twenty (120) personal days at either the employee's daily

rate or the daily substitute rate, depending upon how many years of service they have as of July 1, 2006.

B. TERMINATION - In all cases where an employee's service to the District is terminated by death, his or her heirs or personal representative shall be paid a sum of money to be determined in accordance with Paragraph A of this Article, entitled "Retirement."

C. RESIGNATION

1. Any employee resigning his/her employment must give two (2) weeks notice in writing to his/her immediate supervisor and to the Board of Education. When possible more notice will be given.
2. Any employee resigning his/her employment with the school district shall be entitled to vacation pay for all accrued vacation days.
3. Any employee who voluntarily resigns his/her employment shall be considered a new employee, if hired.

D. PAYMENT- All sums of money to be paid out under Article 6, Retirement and Termination, shall be paid according to the following schedule: The District shall pay up to the first \$5,000 within thirty (30) days after the employee's retirement/termination by death. The District shall pay up to the next \$5,000 if due during the next month of January. If any more money is due, the District shall pay it in increments of \$5,000 each year during the month of January until the sum is paid in full. (Example: If an employee retires on July 1, 1998, and is entitled to \$11,000 under Article 6, the District would pay the employee \$5,000 in July, 1998, \$5,000 in January, 1999, and \$1,000 in January, 2000.)

ARTICLE 7 -WORKING CONDITIONS

A. REGULAR WORK WEEK AND REGULAR WORK YEAR FOR LESS THAN 12-MONTH EMPLOYEES

1. Regular Work Week - The regular work week shall consist of thirty-seven and one-half (37½) hours per week; however, the District shall have the option to schedule a 40-hour work week as needed with reasonable notice (this may vary with buildings and with various time of the school year). The regular workday shall be determined for any employee by the immediate supervisor. Except in extenuating circumstances beyond the control of the Board, ten (10) month employees shall be notified in writing of their anticipated return date for the following school year prior to the end of the current school year.

2. Regular Work Year for Less than 12-Month Employees - The regular work year for less than 12-month employees shall be 195 workdays (5 days before and 5 days after the teacher's work year), subject to modification for one or more of the following reasons:
 - a. The layoff of bargaining unit employees;
 - b. Work stoppages by other employee groups;
 - c. Extension of work year due to inclement weather or other emergency causes;
 - d. Needs of the School District.

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

- C. SUMMER - The summer work week may be reduced to thirty-five (35) hours, and employees working during the summer shall be paid their hourly rate for the actual hours worked. The summer workday shall be determined for any employee by the immediate supervisor. The Personnel Director may approve a flexible hours schedule for 12 month employees during the summer schedule. Employees shall be informed of changes in the schedule before they are implemented. The summer work week shall begin on the first Monday immediately following the last day of school as determined from the school calendar and shall end on the next to the last Friday which precedes the opening day of school as determined from the school calendar. If a four-day work week is to occur during any time during the summer, appropriate advance notice will be provided.

- D. CASUAL SUMMER WORK - Before hiring any substitute employees to perform clerical work during the summer months, the district shall offer such work to ten (10) month bargaining unit employees, upon the same terms, conditions and rate of pay as will be offered to the substitute employee. Bargaining unit members desiring temporary summer placement shall submit a request to the Director of Human Resources by May 1st and copy to the Chapter Chairperson.

- E. OVERTIME - Overtime worked after forty (40) hours in any one week shall be compensated for 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.

- F. LUNCH AND RELIEF PERIODS - Employees shall be entitled to a duty-free lunch period, which shall not be included in the employee's regular workday. Administrative assistants shall receive a relief period of fifteen (15) minutes in the morning and afternoon of each working day. Upon the approval of the Employee's Supervisor, the two fifteen (15) minute relief periods may be combined with the half-hour (1/2) lunch period to provide a one (1) hour lunch.
- G. 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.
- H. IN-SERVICE - Upon approval of the Director of Human Resources 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 work day 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.
- I. If a day school is closed, due to inclement weather or other emergency, causes the day to be rescheduled as a make-up day for students, and if such rescheduling results in an extension of the employees' regular work year, bargaining unit employees will be paid her/his hourly wage for all hours worked.

ARTICLE 8 - PAID VACATIONS

Each full-time employee shall receive credit commencing with the first day of employment for paid vacation in accordance with the following schedule:

| | <u>44 - 46 Week</u> | <u>52 Week</u> |
|---------------------------|---------------------|----------------|
| 1-to 5 years | 8 days | 10 days |
| 5 years through 10 years | 11 days | 13 days |
| 10 years through 15 years | 14 days | 17 days |
| Over 15 years | 15 days | 18 days |

Vacation days shall be accumulated and determined annually on or before June 30th by the Board and shall be used by such employee within the twelve (12) month period immediately following such determination. Twelve month employees may carry over five (5) days, which must be used by August 15th. An employee who separates from his/her employment will receive his/her earned vacation pay.

Employees employed on a 52-week basis may at the discretion of their immediate supervisor use vacation days as they are earned. Employees employed on a school year basis (10-½ month employees) shall not take any vacation, but during the term of this Agreement shall be paid, in lieu of any vacation, the sum of money represented by their total accumulated vacation days. Payment shall be made by June 30, except in emergency situations. When a contract holiday falls within an employee's vacation period, the employee shall not be charged a vacation day for the holiday.

ARTICLE 9 - PAID HOLIDAYS

All employees who have worked, except under extenuating circumstances or excused absence, the full regularly scheduled, straight-time workday immediately preceding and immediately subsequent to the following holidays shall be paid for the following holidays: Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, the and Memorial Day. One (1) additional holiday shall be scheduled during the Christmas break period when school is not in session at a time to be mutually determined by employee and School District representatives.

In addition to the preceding holidays, employees employed on a full-year basis (12-month employees) shall be paid for Independence Day. If an employee is required to work on any of the above-enumerated holidays he/she will receive his/her holiday pay plus double time for all hours worked.

When one of the above enumerated holidays shall fall on a Sunday, the Monday shall be deemed the holiday. When one of the holidays falls on a Saturday, then Friday shall be deemed the holiday. 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 10 – VACANCIES, TRANSFERS, SUMMER POSTINGS, AND CLASSIFICATIONS

- A. VACANCIES - Vacancies shall be defined to include new positions, promotional 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 Union and the Director of Human Resources shall meet and update the job description of the vacant position prior to the vacant position being posted.

The posting shall include the classification, the area where the classification is currently assigned, number of hours of work for the position and any qualifications or requirements of applicants. The posting 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.
4. In filling vacancies or newly created positions, the Board shall first consider the seniority, qualifications and records of the employees presently covered by this Agreement. Qualifications and records being equal, the senior applicant shall receive the position. In the event the senior bargaining unit applicant is denied a promotion to the bargaining unit position, reasons for the denial shall be given in writing to the employee and Union upon request. The employee granted the position shall have a four (4) week trial period to determine:
 - a. Her desire to remain on the job
 - b. Her ability to perform the job.

During the trial period, the employee shall receive the rate of pay for the job she is performing. The employee shall have the right to return to her former classification if she so desires at any time during the trial period. Written evaluations of employees on trial period resulting from promotion, demotion or transfer will be made on or about the tenth (10th) day of assignment and on or about the fifteenth (15th) day of assignment to allow the employee the opportunity to adjust. The Board shall have the right to revert the employee to the employee's former classification in the event the employee is unable to perform the duties of the new job to the employee's immediate supervisor's satisfaction, and the employee shall be returned to the employee's former position and

location. In such event, the Board shall submit a written statement of its dissatisfaction with the employee, upon request.

All bargaining unit applicants may be retested on any of the skills required on the posting at the request of the Board or at the request of the employee applicant. For purposes of this Agreement, the term "promotion" means a change in jobs to one of a higher classification and rate of pay. The term "transfer" means a lateral move between the same two classifications with no change in pay, but does not mean the mere reassignment of a classification to a new work area. The term "downgrade" means a change in jobs to one of a lower classification and rate of pay.

B. TRANSFERS

1. Requested Transfers - Employees may request a transfer in writing to the Director of Human Resources. The written request shall state the position to which the employee desires to be transferred, her qualifications for the position and the reasons for requesting the transfer. In the event the requested transfer is denied, the Director of Human Resources 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 Human Resources 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. The transfer of a bargaining unit member as a result of the rotational assignment of an elementary school principal shall only be made if agreed to by the principals and administrative assistants involved.
3. Temporary Assignments - The Board and the Union recognize the necessity to make temporary assignments to promote efficiency or to meet emergencies and agree that an assignment of this type shall last only so long as the emergency exists or until the vacancy can be permanently filled, subject to the following provisions:
 - a. Temporary assignments to a vacancy caused by illness, disability or other temporary absence of an employee shall not exceed the time that the temporarily absent employee has the right to return to the employee's job.
 - b. Modifications of an employee's work schedule during the summer months when school is not in session and movements, which include a mere

assignment, or reassignment of work, shall not be considered as a temporary assignment. The Director of Human Resources must approve a temporary assignment.

- c. An employee, who is temporarily assigned to a position of a temporarily absent employee upon return of the absent employee has the right to return to the employee's original position. In the event the absent employee does not return to work, the position shall be posted and filled as required in other Articles of this Agreement.
- d. An employee on a temporary assignment shall receive the applicable hourly rates of the temporary classification, if higher than the employee's regular hourly rate.

C. SUMMER POSTINGS - The District agrees that in the event of a clerical vacancy (both Union and non-union) that occurs during the summer months, personnel shall mail notices of job postings and testing dates to all bargaining unit members at their address of record.

D. TESTING

- 1. Scheduling Tests – Tests for employees shall be scheduled under the following circumstances:
 - a. At the time of a job or position vacancy is posted whenever any employee is the senior bidder, for a position and does not have the necessary qualification or work record, then the employee may request and will receive testing.
 - b. As scheduled by the Director of Human Resources.
 - c. At the written request of an employee, thirty (30) days in advance, a test will be scheduled on a semi-annual basis.
- 2. Conduct of Tests – All word processing and bookkeeping tests will be conducted under appropriate business like conditions. Employees taking a test will not suffer any loss of pay for tests administered during the employee's workday. Employees shall not be paid overtime for test administered after the end of the employee's workday.

E. WORKING OUT OF CLASSIFICATION – Upon approval of the Director of Human Resources, bargaining unit members who work in a higher classification and are asked to assume the duties of the higher classification for three (3) consecutive days or more will receive the rate of pay after the third day for the higher classification for the remainder of the temporary assignment.

F. 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 submitted to the Board 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.

ARTICLE 11 - SENIORITY

- A. **SENIORITY** - Seniority shall be determined on a School District basis for each job classification.

- 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 of the job classification, 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.

E. RE-ENTERING THE UNION – In the event a Union member accepts a non-bargaining unit position within the Fraser School District, the employee granted the position shall have a four (4) week period to determine.

1. Her desire to remain on the job.
2. Her ability to perform the job

The Employee shall have the right to return to her former position within the Union if she so desires at any time during the four (4) week period. Also, during the four (4) week period, the employee will receive no union seniority but will be required to pay union dues in accordance with the International Union Constitution. After the expiration of the four (4) week period, all union seniority will be forfeited. If the employee returns to a bargaining unit position after the expiration of the four (4) week period, the employee will be considered new to the Union with no accrued seniority but will keep her District seniority and benefits.

ARTICLE 12 - 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, student helpers, cooperative education students, and any other student aides or non-regularly employed temporary or substitute personnel employed as clerks or administrative assistants will not be used to supplant bargaining unit members.

The work force shall be reduced in the following order: first, temporary employees performing bargaining unit work; next, probationary employees in the classification or classifications affected by the layoff; then, seniority employees in reverse order as their names appear on the seniority list within the respective classification or classifications affected by the layoff.

Employees who have been laid off from their respective classification or classifications shall be eligible to displace, if they are qualified: 1) the lowest

seniority employee in the same classification with a comparable number of hours; if this is not possible, then 2) the lowest seniority employee in an equal classification/pay-grade with a comparable number of hours; if not possible, then 3) the lowest seniority employee in the next lower classification with a comparable number of hours, and so on ; provided, however, that in all cases, the "bumping" employee must have more District-wide seniority in the bargaining unit than the employee being displaced, and further, that in this bumping process the "bumping" employee shall not be permitted to displace an employee in a higher classification earning more money, or an employee regularly scheduled to work more hours than the "bumping" employee. 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. The chapter chairperson of the Union shall be given a list of employees being laid off under this provision.
- D. TEMPORARY WORK ASSIGNMENT - Employees who have been laid off in accordance with this Article, with the exception of laid-off temporary and probationary employees, shall be eligible for temporary work assignments in the clerical, secretarial or bookkeeper areas for which the laid-off employees are qualified. Laid-off employees working in temporary work assignments shall receive the rate of pay and benefits, if any, for the temporary work assignment.

ARTICLE 13 - RECALL

- A. RECALL PROCEDURE - When the working force is increased after a layoff, employees shall be recalled according to seniority to positions within their respective classifications or to positions within lower classifications for which they are qualified. 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 Human Resources of all changes in her address.
- B. RETURN TO WORK - If an employee being recalled fails to report for work within fourteen (14) 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 fourteen (14) day period, in which event, the employee shall provide written notice of intent to return to the School District within the fourteen (14) 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 greater. Upon the expiration of the applicable time period, the laid-off employee shall not be subject to recall by the School District.
3. Employees who have been laid off and are eligible for recall shall be notified in writing by first class mail of vacancies for which written notice has been provided to the Union in accordance with other provision of this Agreement. Within ten (10) days from the date of mailing the above notice, such employees may apply for the vacancy in accordance with and subject to the provisions of this Agreement.

ARTICLE 14 – DISCIPLINE

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 two (2) 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 two (2) year period.

ARTICLE 15 - SEVERABILITY

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," "administrative assistant," 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.

ARTICLE 16 – SUCCESSOR AND DURATION OF AGREEMENT

SUCCESSOR

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.

DURATION

This Agreement shall continue in effect for a period of 3 years, commencing July 1, 2011 and ending June 30, 2014.

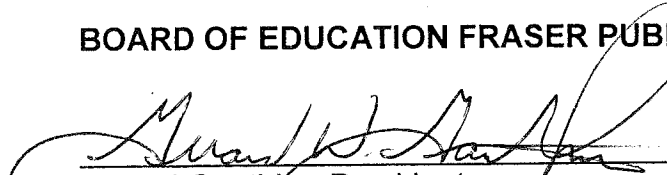
If either party desires to renegotiate this Agreement or to terminate or modify any portion thereof, a written notice shall be given to the other party at least sixty (60) days prior to the termination of this Agreement. Modification or amendment of any specific article or clause shall not affect the remainder of this Contract.


If no notice of termination or modification is given by either party as provided herein, then, the 2011-2014 Agreement shall automatically continue in full force and effect from year to year.

The parties agree to begin negotiations for the successor agreement no later than March 15, 2014.

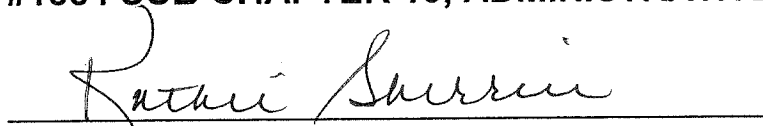
IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

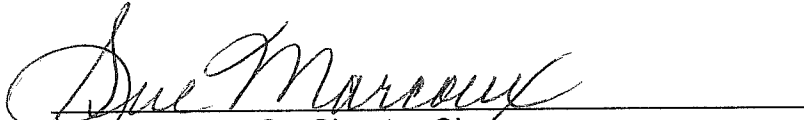
BOARD OF EDUCATION FRASER PUBLIC SCHOOLS DISTRICT

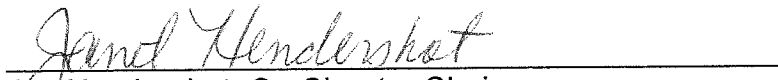

Gerard Gauthier, President


James Birko, Secretary

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, MICHIGAN COUNCIL #25 AND ITS AFFILIATE LOCAL
#1884 SUB CHAPTER 16, ADMINISTRATIVE ASSISTANTS, AFL-CIO**


Kathie Sherrill
Council 25 Staff Representative


Sue Marcoux, Co-Chapter Chairperson


Jan Hendershot, Co-Chapter Chairperson

**SALARY SCHEDULE
2011 – 2014
0% Wage Increase**

| PAY GRADE | POSITION | EXPERIENCE | | |
|--------------|---|------------|-------|-------|
| | | 1 | 2 | 3 |
| 8 | BOOKKEEPER III - PAYROLL ADMIN ASSISTANT IV - STUDENT SERVICES BOOKKEEPER III - FUND ACCOUNTING - PAYROLL, BOOKKEEPER III - ACCOUNTS PAYABLE, AD. BLDG | 18.61 | 19.27 | 20.13 |
| 7 | BOOKKEEPER II - PAYROLL BOOKKEEPER II - HIGH SCHOOL ADMIN ASSISTANT III - OPERATIONS AND MAINTENANCE ADMIN ASSISTANT III - PRINCIPAL, HIGH SCHOOL | 17.58 | 18.22 | 19.02 |
| 6 | ADMIN ASSISTANT II - PRINCIPAL/DATA PROCESS, JR. HIGH ADMIN ASSISTANT II - ELEMENTARY ADMIN ASSISTANT II - ASST PRIN/BOOKKEEPING, JR HIGH ADMIN ASSISTANT II - COMMUNITY RESOURCES | 16.93 | 17.57 | 18.53 |
| 5 | ADMIN ASSISTANT I - COUNSELING/ATTENDANCE, JR. HIGH ADMIN ASSISTANT I - ASSISTANT PRINCIPAL, HIGH SCHOOL ADMIN ASSISTANT IV - COUNSELING, HIGH SCHOOL ADMIN ASSISTANT IV - STU SERV/VOC ED/DATA PROCESSING, HIGH SCHOOL ADMIN ASSISTANT IV - ATHLETICS, HIGH SCHOOL | 16.64 | 17.28 | 18.17 |
| 4 | ADMIN ASSISTANT III - ATTENDANCE, HIGH SCHOOL ADMIN ASSISTANT III - STUDENT SERVICES, P/T ADMIN ASSISTANT III - SWITCHBOARD, P/T ADMIN ASSISTANT III - SWITCHBOARD ADMIN ASSISTANT III - LIBRARY | 15.91 | 16.58 | 17.41 |
| 3 | ADMIN ASSISTANT II - COUNSELING, JR. HIGH ADMIN ASSISTANT II - RECEPTIONIST, HIGH SCHOOL ADMIN ASSISTANT II - ATTENDANCE, HIGH SCHOOL ADMIN ASSISTANT II - LIBRARY, ELEMENTARY | 15.59 | 16.25 | 17.03 |
| 2 | ADMIN ASSISTANT I - STUDENT SERVICES, HIGH SCHOOL, P/T ADMIN ASSISTANT I - COMMUNITY RESOURCES, P/T | 12.58 | 13.25 | 14.03 |
| 1 | ADMIN ASSISTANT I | 12.58 | 13.25 | 14.03 |

The payroll period shall be twice per month on the 15th and the 30th or the last day of the month.

Step Freeze will be in effect for the 2012-13 and 2013-14 school years

INSTALLMENT PAY OPTION:

Ten-month administrative assistants covered by the terms of the Collective Bargaining Agreement shall have the option of receiving their pay on a twenty-four (24) or installment basis. Ten-month administrative assistants who wish to exercise this installment pay option shall notify the Office of the Director of Human Resources in writing. The administrative assistant's election of an installment pay option shall continue from year to year unless revoked in writing by the administrative assistant.

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

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 - 30 cents per hour
2. After ten (10) years of continuous service to the Board - 35 cents per hour
3. After fifteen (15) years of continuous service to the Board - 40 cents per hour

The above amounts shall not be cumulative.

EXPERIENCE:

All administrative assistants employed by the Board who have accumulated experience outside the employ of the Board may be allowed credit commensurate with their accumulated experience and placed on the Salary Schedule accordingly. Outside experience credit should be granted on a uniform basis, but in no event shall outside experience be granted in excess of three (3) years. Administrative assistants who do not receive credit for outside experience shall be placed on the Salary Schedule at Step 1, and administrative assistants who receive credit for outside experience shall be placed on the Salary Schedule at a rate other than the Step I rate; but, regardless of placement on the Salary Schedule, such administrative assistants shall be considered as probationary employees for all other purposes as set forth in this Agreement during the first six (6) months of their employment.

AREA LEADERS:

The Business Manager may appoint Area Leaders at his/her sole discretion in the Central Business Office of the School District in the various work areas. The appointment of Area Leaders shall be based upon the employees' qualifications, work records and seniority, and such appointment shall be subject to annual review by the

Business Manager. An employee who has been appointed an Area Leader shall receive an Area Leader Supplement of 25¢ per hour during the term of the appointment, which shall not be retroactive. Area Leaders shall be assigned certain responsibilities by the Business Manager related to their work functions.

SPLIT POSITION:

Employees who are covered by the terms of the Collective Bargaining Agreement between the parties and who are assigned split positions (positions in two [2] separate classifications) shall receive an hourly rate computed as follows:

The applicable hourly rates, as determined from the Salary Schedule, for the time worked in each position shall be added together to determine the employee's daily rate and shall then be divided by the amount of time in the regular working day to determine a composite hourly rate. The composite hourly rate shall be the employee's hourly rate during the time the employee is assigned to a split position.

In addition, for purposes of layoff, an employee who is assigned a split position shall be treated as if said employee is assigned to the higher classification of the classifications involved in the split position (Example: If an employee is assigned a Clerk III and Secretary I split position, the employee shall be treated as a Administrative Assistant I for layoff purposes.)

REGULAR PART-TIME:

Any Administrative Assistant who is employed on a continuing basis, but for less than the hours of full-time administrative assistants, shall receive a pro rata share of the benefits provided in the Agreement for hospital and surgical insurance, leave days, vacation days, paid holidays and life insurance.

EMPLOYER RETIREMENT CONTRIBUTIONS:

The Board shall continue to pay to the Michigan Public School Employees Retirement System (MPERS) the employer contribution required by State law.

APPENDIX A

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

**AUTHORIZATION FOR
DUES DEDUCTION**

By: _____
Please Print Last Name First Name Middle Name

To: _____
Employer

Effective _____, I hereby request and authorize you to deduct from
Date
my earnings the current initiation fee being charged by AFSCME Local Union No. 1884,
and effective the same date to deduct from my earnings _____ a
Payroll Period

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 1884, of the American Federation of State, County and Municipal Employees, Michigan Council #25, AFL-CIO. This authorization shall remain in effect unless terminated by me by written notice to the union and employer within thirty (30) days immediately preceding the termination date of the existing Union - Management Agreement, or termination of my employment.

This space reserved for
Additional information
When required

Employee's Signature

Street Address

City and State

APPENDIX B

MEDICAL, DENTAL AND OPTICAL BENEFIT LEVELS

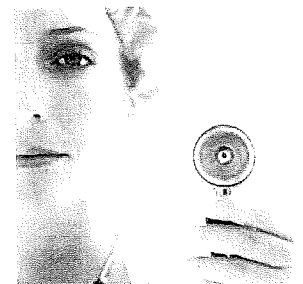
The following pages are intended to be a summary of Benefits. If there is a discrepancy between the summary of benefits and the applicable plan document, the plan document will control.

Medical Option #1—BCBSM CB PPO

| | In-Network | Out-of-network |
|---|--|--|
| Office Visits (Including chiropractic visits—limited to 24 visits per Calendar year). | \$20 Copay | Covered 80% after Deductible |
| Urgent Care Facility | \$20 Copay | Covered 80% after Deductible |
| Emergency Room (Copay waived if admitted or for accidental injuries) | \$100 Copay | |
| Preventive Care | Covered 100% | Not Covered |
| Diagnostic Services | Covered 100% after Deductible | Covered 80% after Deductible |
| In-Patient Hospital | Covered 100% after Deductible | Covered 80% after Deductible |
| Your Deductible (Per Calendar Year) | \$250 per Individual \$500 per Family | \$500 per Individual \$1,000 per Family |
| Your Coinsurance for General Services (Per Calendar Year) | None | 20% |
| Your Coinsurance Maximum for General Services (Per Calendar Year) | None | \$2,000 per Individual \$4,000 per Family |

This is a Preferred Provider Organization (PPO) that utilizes the Blue Preferred PPO Network. You have the freedom to use doctors and hospitals both in and out of network. However, the highest level of coverage is received when using doctors and hospitals in the Blue Preferred PPO Network.

For a more detailed description of this plan, please refer to the appropriate benefit summary located in the Appendix. To locate a BCBSM PPO participating doctor or hospital, please visit www.bcbsm.com.



Prescription Drug Plan Option #1 -BCBSM

| Community Blue PPO #1 | |
|--|---|
| | Pharmacy Prescription <i>(Up to a 30 Day Supply)</i> |
| Generic Medications | \$15 Copay |
| Formulary Brand Name Medications | \$30 Copay |
| Non-Formulary Brand Name Medications | \$60 Copay |
| Contraceptives <i>(Medications, Devices, Injections)</i> | Covered at Applicable Copay |
| | Mail-Order/Maintenance Prescriptions <i>(Up to a 90 Day Supply)</i> |
| Generic Medications | \$30 Copay |
| Formulary Brand Name Medications | \$60 Copay |
| Non-Formulary Brand Name Medications | \$120 Copay |
| Contraceptives <i>(Medications, Devices, Injections)</i> | Covered at Applicable Copay |

Mandatory Generic—The prescription plans are mandatory generic. If you fill a brand-name prescription when a generic is available and your doctor did not indicate “Dispense as Written” (DAW), you will be charged the difference in retail cost between the brand-name and the generic drug, in addition to your copay.

Preferred Therapy—Provision limits select high-cost, highly marketed brand name drugs by targeting first time users. Examples are cholesterol lowering drugs, nasal steroids, sleeps aids, antidepressants and ADHD & ADD stimulants. For a list of the medications this provides applies to, please visit www.bcbsm.com

Mail-Order/Maintenance Prescriptions—Certain prescription drugs may be ordered through the mail using Medco. You may get up to a 90 day supply of a medication for only two copays. If you would like to utilize this service, please visit www.medcohealth.com.

90 Day Retail Program—Under the 90 Day Retail program you may also obtain a 90 day supply of maintenance prescriptions directly from participating pharmacies for only two copays. For a list of these participating pharmacies, please visit www.bcbsm.com.

Specialty Prescriptions—Specialty drugs are prescription medications that require special handling, administration, or monitoring. These drugs are used to treat complex, chronic and often costly conditions. To have a specialty drug prescription filled, you can visit your retail pharmacy; however, not all pharmacies will dispense specialty drugs. Or, you can have them delivered to your home by using Walgreens Specialty Pharmacy, BCBSM’s specialty drug vendor. You can reach them at 866-515-1355. (Effective February 1, 2010, Option Care officially changed their name to Walgreens Specialty Pharmacy). Other mail order prescriptions can continue to be sent to Medco.



To locate a BCBSM participating pharmacy and to view the BCBSM drug formulary guide, please visit www.bcbsm.com.

Medical Option #2—BCN #10 Core Plan

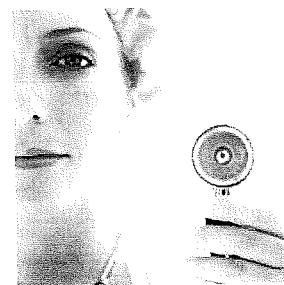
| | In-Network Only |
|---|--|
| Office Visits (Including chiropractic visits) | \$30 Copay |
| Urgent Care Facility | \$50 Copay |
| Emergency Room (Copay waived if admitted) | \$100 Copay (after deductible) |
| Preventive Care | Covered 100% |
| Diagnostic Services | Covered 80% (after deductible) |
| In-Patient Hospital | Covered 80% (after deductible) |
| Your Deductible (Per Calendar Year) | \$1000 per Individual \$2000 per Family |
| Your Coinsurance (Per Calendar Year) | 20% |
| Your Coinsurance Maximum for General Services (Per Calendar Year) | \$1500 per Individual \$3000 per Family |

This is a Health Maintenance Organization (HMO). An HMO provides for benefits with very little if any out-of-pocket expenses. All participants of this plan must choose a Primary Care Physician (PCP). Your PCP will coordinate all of your health care needs.

For a more detailed description of the plan, please refer to the appropriate benefit summary located in the Appendix. To locate a BCN HMO participating doctor or hospital, please visit www.mibcn.com.



Blue Care Network



Medical Option #3—BCN #10 Buy-Up Plan

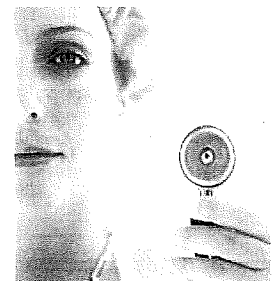
| | In-Network Only |
|---|--|
| Office Visits (Including chiropractic visits) | \$20 Copay |
| Urgent Care Facility | \$50 Copay |
| Emergency Room (Copay waived if admitted) | \$100 Copay (after Deductible) |
| Preventive Care | Covered 100% |
| Diagnostic Services | Covered 100% (office visit copay may apply) |
| In-Patient Hospital | Covered 75% (25% Coinsurance—to max \$1000 Individual, \$2000 Family) |
| Your Deductible (Per Calendar Year) | None |
| Your Coinsurance (Per Calendar Year) | None |
| Your Coinsurance Maximum for General Services (Per Calendar Year) | \$0 for General Services; For Hospital: \$1000 per Individual \$2000 per Family |

This is a Health Maintenance Organization (HMO). An HMO provides for benefits with very little if any out-of-pocket expenses. All participants of this plan must choose a Primary Care Physician (PCP). Your PCP will coordinate all of your health care needs.

For a more detailed description of the plan, please refer to the appropriate benefit summary located in the Appendix. To locate a BCN HMO participating doctor or hospital, please visit www.mibcn.com.



Blue Care Network



Prescription Drug Plan Option #2 & 3 -BCN #10

| | BCN Core Plan | BCN Buy-Up Plan |
|--|---|--------------------------------------|
| | Pharmacy Prescription <i>(Up to a 30 Day Supply)</i> | |
| Generic Medications | \$15 Copay | \$15 Copay |
| Formulary Brand Name Medications | 40% (\$40 Minimum, \$100 Maximum) | 40% (\$40 Minimum, \$100 Maximum) |
| Contraceptives <i>(Medications, Devices, Injections)</i> | Covered at applicable Copay | |
| | Mail-Order/Maintenance Prescriptions <i>(Up to a 90 Day Supply)</i> | |
| Generic Medications | \$30 Copay | \$30 Copay |
| Formulary Brand Name Medications | 40% (\$80 Minimum, \$200 Maximum) | 40% (\$80 Minimum, \$200 Maximum) |
| Contraceptives <i>(Medications, Devices, Injections)</i> | Covered at applicable Copay | Covered at applicable Copay |

Mandatory Generic—The prescription plans are mandatory generic. If you fill a brand-name prescription when a generic is available and your doctor did not indicate “Dispense as Written” (DAW), you will be charged the difference in retail cost between the brand-name and the generic drug, in addition to your copay.

Prior Authorization/Step Therapy—This provision limits select brand-name prescriptions, until or unless prior approval is obtained or certain criteria regarding lower cost alternatives are met. For a list of medications that this provision applies to, please visit www.mibcn.com or www.bcbsm.com.

Mail-Order/Maintenance Prescriptions—Certain prescription drugs may be ordered through the mail using Medco. You may get up to a 90 day supply of a medication for only two copays. If you would like to utilize this service, please visit www.medcohealth.com.

90 Day Retail Program—Under the 90 Day Retail program you may also obtain a 90 day supply of maintenance prescriptions directly from participating pharmacies for only two copays. For a list of these participating pharmacies, please visit www.bcbsm.com.

Specialty Prescriptions—Specialty drugs are prescription medications that require special handling, administration, or monitoring. These drugs are used to treat complex, chronic and often costly conditions. To have a specialty drug prescription filled, you can visit your retail pharmacy; however, not all pharmacies will dispense specialty drugs. Or, you can have them delivered to your home by using Walgreens Specialty Pharmacy, BCBSM’s specialty drug vendor. You can reach them at 866-515-1355. (Effective February 1, 2010, Option Care officially changed their name to Walgreens Specialty Pharmacy). Other mail order prescriptions can continue to be sent to Medco.



To locate a BCBSM participating pharmacy and to view the BCBSM drug formulary guide, please visit www.bcbsm.com.

MESSA Dental Plans



MESSA Account: Fraser Public Schools

Employee Group: Full Time Employees

Group/Subgroup: 6034-0001

Plan Guidelines

MESSA dental plans are underwritten and administered by Delta Dental Plan of Michigan, a non-profit dental care corporation known for its high quality dental programs. Delta Dental contracts with dentists throughout the U.S. to provide high quality care and 90% of Michigan dentists are in the Delta Dental provider network. MESSA members can easily locate Delta Dental contracting providers by visiting www.messa.org and using the provider directory search provided by Delta Dental.

| Class I | Class II | Class III | Class IV |
|---|---|---|---|
| 75% | 75% | 50% | 0% |
| Diagnostic & Preventive <ul style="list-style-type: none"> Oral Examination Prophylaxes Topical Fluoride Brush Biopsy Emergency Palliative 2 Cleanings in 12 Months | Basic Services <ul style="list-style-type: none"> Radiographs (x-rays*) Restorative Crowns** Oral Surgery Endodontic Services — treatment for diseased or damaged nerves. Periodontic Services — treatment for diseases of the gum and teeth-supporting structures. <p><i>*Bitewing x-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in 5 years.</i></p> <p><i>**Payable once in any five-year period on the same tooth.</i></p> | Major Services <ul style="list-style-type: none"> Procedures for the construction of fixed bridgework, endosteal implants, partial and complete dentures. Payable once in any 5 year period for the same appliances. | Orthodontics <ul style="list-style-type: none"> Necessary treatment and procedures required for the correction of abnormal bite. Orthodontic exam, radiographs and extractions are covered under Class I and Class II. |
| Rider <i>(If neither box below is checked, you do not have this coverage.)</i> <ul style="list-style-type: none"> <input type="checkbox"/> 3 Cleanings in 12 Months <input type="checkbox"/> 4 Cleanings in 12 Months | Rider <i>(If the box below is not checked, you do not have this coverage.)</i> <ul style="list-style-type: none"> <input type="checkbox"/> Sealants: payable on occlusal surface of first permanent molars for patients up to age nine and for second permanent molars for patients up to age 14 that are free from caries and restorations. | | Rider <i>(If the box below is not checked, you do not have this coverage.)</i> <ul style="list-style-type: none"> <input type="checkbox"/> Adult orthodontics: removes the age 19 restriction on Class IV coverage. |
| | \$ 1,000.00 Class I, II, and III Annual Maximum Per Person | | \$ 0.00 Class IV Lifetime Maximum Per Person |

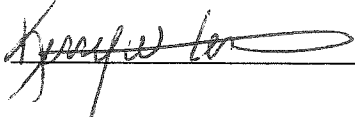
For a complete listing of exclusions and limitations that apply to the plan, refer to the Delta Dental Plan of Michigan certificate booklet.

| VSP - 1 | |
|--|---|
| BENEFIT | COVERAGE |
| EXAM DEDUCTIBLE | |
| Optometrist | \$10.00 |
| Ophthalmologist | \$10.00 |
| CONTACT LENS ALLOWANCE (Includes exam) | |
| Cosmetic (Elective) | \$65.00 |
| Disposable | \$65.00 |
| FRAME ALLOWANCE | |
| LENSES | |
| Single Vision, Bifocal, Trifocal, Lenticular | Covered: Subject to maximum frame allowance and \$25 deductible on lenses and frames. |
| EXTRA LENS FEATURES | |
| Pink #1 or #2 Tint, Rimless | Covered |
| Oversize, Blended, Progressive | Not Covered |
| TINTED | |
| Tinted Single Vision, Tinted Bifocal, Tinted Trifocal, Tinted Lenticular | Not Covered |
| Polarized | |
| Polarized Single Vision, Polarized Bifocal, Polarized Trifocal, Polarized Lenticular | Not Covered |

LETTER OF AGREEMENT
Between
AFSCME LOCAL 3846.12
And
FRASER PUBLIC SCHOOLS

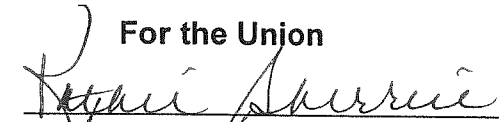
In the event that the District's fund balance falls below two percent (2%) of total appropriated expenditures ("Total expenditures and other financing uses"), or in the event that the District fails to enroll an additional 50 students as of count day in September 2012 or in September 2013 over the previous year's number of enrolled students, the District shall have the right to enact a hiring freeze, and fill vacancies that arise with substitute employees for the remainder of the contract. This right is subject to the understanding that the substitute employee would be hired after the internal posting procedure has been completed for the initial vacancy and all subsequent vacancies in the course of completing the internal posting procedure, provided that there is a satisfactory bargaining unit applicant for the vacancy or vacancies being filled through the internal posting procedure.

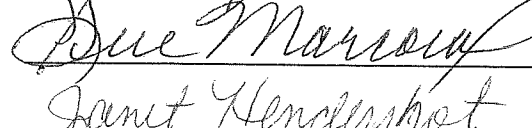
For the District

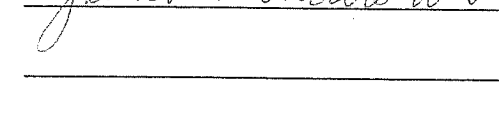


Date

For the Union







Date

