

July 1, 2016 to June 30, 2019

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**

TABLE OF CONTENTS

ARTICLE 1	6
Recognition	6
Board Powers	6
Strikes	6
Discrimination	6
Union Security and Dues Deduction	6
Political Action Contribution	6
 ARTICLE 2 – UNION BUSINESS	 7
Stewards	7
Release Time	7
Copies of Agreement	7
 ARTICLE 3 – INSURANCE BENEFITS	 8
Medical Insurance	8
Insurance Waiver Option	8
Dental Insurance	8
Optical Insurance	8
Life Insurance	9
Long term Disability	9
Flex Spending Accounts	9
Benefit Plan Information	9
Continuity of Coverage	9
Employee Contributions	9
Cost Sharing Calculation	9
 ARTICLE 4 – LEAVES OF ABSENCE	 9
Leave Days	9
Personal Business Days	10
Leave of Absence	11
Reasons	11
Application	11
Pay and Insurance Benefits	11
Seniority	13
Return to Work	13
Leave of Absence	13
Personal Illness or Medical Disability	13
Family Medical Care	13
Personal Business or Union Office	14
Workers' Compensation	14
Military Service	14
Vacant Positions	14
Extension of Leave of Absence	14
General	14
Workers' Compensation	14
Family and Medical Leave Act	15
Bereavement	15

Jury or Witness Duty	15
ARTICLE 5 – GRIEVANCE PROCEDURE	16
Definition	16
Procedure	16
Step 1	16
Step 2	16
Step 3	16
Step 4	17
General	17
ARTICLE 6 – RETIREMENT, TERMINATION AND RESIGNATION	18
Employer Retirement Contributions	18
Retirement	18
Termination by Death.....	18
Resignation	19
Payment	19
ARTICLE 7 – WORKING CONDITIONS	19
Regular Work Week	19
Regular Work Week (12-Month Employees).....	19
Regular Work Week (Less than 12-Month Employees)	19
Evaluation	20
Casual Summer Work.....	20
Overtime	20
Lunch and Relief Periods	20
Conference Time	20
In-Service	20
School Closing due to Weather or Other Reasons.....	21
Split Position	21
Regular Part-time.....	21
ARTICLE 8 – PAID VACATIONS	22
ARTICLE 9 – PAID HOLIDAYS	22
ARTICLE 10 – VACANCIES, TRANSFERS, SUMMER POSTINGS AND	
 CLASSIFICATIONS	23
Vacancies	23
Transfers	24
Requested Transfers.....	24
Unrequested Transfers	24
Temporary Assignments	25
Summer Postings.....	25
Testing	25
Working Out of Classification.....	26
New or Revised Job Classification.....	26
ARTICLE 11 – SENIORITY	26
Seniority	26
Probationary Employees.....	26

Seniority List	27
Loss of Seniority	27
Re-Entering the Union	27
ARTICLE 12 – LAYOFF	27
Definition	27
Order of Reduction.....	27
Notification of Layoff	28
Temporary Work Assignment	28
ARTICLE 13 – RECALL.....	28
Recall Procedure	28
Return to Work.....	28
General	29
ARTICLE 14 – DISCIPLINE.....	29
Written Reprimands and Written Warnings.....	29
ARTICLE 15 – SEVERABILITY	29
Successor	30
Duration	30
SIGNATURE PAGE	31
SALARY SECHEDULES	32
2016-2017 School Year	32
Installment Pay Option.....	33
Longevity Pay	33
Experience	33

THIS AGREEMENT made 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 as described in the included Salary Schedule and employed by the Board.

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.

ARTICLE 2 – UNION BUSINESS

A. 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.

B. 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 (except copy machines) 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.

C. COPIES OF AGREEMENT

- a. Copies of this Agreement shall be posted on the district website.
- b. The Union shall receive five (5) bound copied of the agreement for their files that shall be provided within sixty (60) calendar days after the date of the final ratification.

ARTICLE 3 – INSURANCE BENEFITS

- A. **MEDICAL INSURANCE** - All employees covered by this Agreement shall be eligible to receive medical insurance benefits for themselves and their dependents by choosing either:
1. Blue Cross / Blue Shield PPO
 2. Blue Care Network HMO 10 Core
 3. Blue Care Network HMO 10 Buy-up
 4. Blue Cross Blue Shield Simply Blue HAS 6350 Bronze Plan

Employees taking such coverage shall pay, as decided by the Board in compliance with current law, the applicable monthly premium cost. New members shall be eligible for coverage from the first day of work. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.

- 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. The parties agree that the carriers may be changed but the benefit levels will remain. New members shall be eligible for coverage from the first day of month following their start date. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.
- D. **VISION INSURANCE** - The Board agrees to provide a group vision program for the employee, spouse and dependents, and employees taking such coverage shall pay ten percent (10%) of the monthly premium cost. The parties agree that the carriers may be changed but the benefit levels will remain equivalent. New members shall be eligible for coverage from the first day of month following their start date. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.

- E. LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) - The Board agrees to provide and pay the full cost of a group life and ad&d insurance policy in the face amount of Thirty Five Thousand (\$35,000) Dollars per employee. New members shall be eligible for coverage from the first day of month following their start date. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.
- F. LONG-TERM DISABILITY - The Board agrees to provide and pay the full cost of a group long-term disability plan which pays sixty-six and two-thirds (66 2/3%) percent of an employee's pay after one hundred eighty (180) calendar days of disability to age sixty-five (65), subject to the terms of the policy. New members shall be eligible for coverage from the first day of month following their start date. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.
- G. FLEXIBLE SPENDING ACCOUNTS - The District agrees to provide a voluntary enrollment in Flexible Spending Accounts, providing all bargaining unit members an opportunity to pay for medical expenses not covered by insurance and/or childcare expenses with pre-tax dollars. New members shall be eligible for coverage from the first day of month following their start date. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.
- H. BENEFIT PLAN INFORMATION – All benefit plan information will be provided during open enrollment each year and also posted on the District Website
- I. CONTINUITY OF COVERAGE - The Board's contributions shall continue for twelve (12) full months, except as otherwise provided herein.
- J. EMPLOYEE CONTRIBUTIONS - All employee contributions toward benefits shall be in pre-tax dollars.
- K. COST SHARING CALCULATION – All employee cost sharing calculations are prorated based on the employees FTE (Full Time Equivalent) status.

ARTICLE 4- LEAVES OF ABSENCE

A. LEAVE DAYS

1. Personal Illness Days – Personal Illness 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. "Personal illness" shall constitute a medical/health condition of the employee, spouse, child, or legal dependent that impairs the ability to function in a reasonably normal manner and meet his/her daily routines and requirements. Any employee requested by the Board shall furnish a medical certificate documenting the use of personal illness days used for reasons of illness. Increments of no less than sixty

(60) minutes can be taken by all employees.

2. Personal Business Days - Personal Business days may be used in the year in which they are earned. "Personal business" shall constitute events, appointment, or obligations of a business or family nature that cannot be accommodated or scheduled at a time outside the regular workday. Personal Business Days shall not accumulate.
 - a. Twelve (12) month employees may use seven (7) personal illness days for personal business per year.
 - b. Employees who work less than twelve (12) months may use six (6) personal illness days for personal business per year.
 - c. 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 personal illness days as of June 30th of each year, shall be accumulated in the employee's personal illness day bank, which in no event shall exceed one hundred twenty (120) days. The days in the personal illness 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) personal illness days may accumulate up to an additional thirty (30) personal illness 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 personal illness days up to a maximum of thirty (30) if they have exhausted their total accumulated personal illness 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 personal illness days up to a maximum of thirty (30) for illness or disability purposes only.
 - c. The additional accumulated personal illness 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 personal illness day bank for an 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:

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 personal business or being elected to union office for up to one year.
 - c. For family medical care for up to 180 calendar 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 personal illness 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 personal illness days must be used where applicable, and such paid personal illness 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 she/he 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 personal business 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 personal illness 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 she/he 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 calendar 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 calendar 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 calendar 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 personal illness days.

An employee's personal illness bank 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 "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 - Employees shall be granted up to five (5) workdays without loss of pay or use of personal business days to attend a funeral or other activities directly associated with a death in the employee's or his or her spouse's immediate family (spouse, child(ren), parent, brother, sister, step-parents, daughter-in-law, son-in-law, half-brother, half-sister, grandmother, grandfather, grandchildren, or other relative residing in the employee's household). Documentation of the employee's attendance at the funeral of the death of a family member must be provided if requested by 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 their daily rate for each workday that the employee serves on jury duty. To facilitate payment, the employee shall endorse his/her jury duty paycheck to the School District and shall receive his/her regular pay.

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. EMPLOYER RETIREMENT CONTRIBUTIONS - The Board agrees to pay the employees' state retirement contribution to the Michigan Public School Employee Retirement System (MPSERS).
- B. RETIREMENT - Any employee retiring in accordance with the Michigan Public School Employees Retirement System (MPSERS) 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 personal illness 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 illness 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 illness 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 illness 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 illness 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) personal illness 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 illness 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) personal illness 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 illness 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.

- C. TERMINATION BY DEATH - 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.

D. OTHER TERMINATION – Other termination as a result of voluntary resignation or termination for cause will result in no payout of personal illness days.

E. 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.

F. 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. 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 for the position the employee is subbing in as related to the current salary schedule. 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.
- D. OVERTIME - Hours worked after forty (40) hours in any one week shall be compensated for at the overtime 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.
- E. LUNCH AND RELIEF PERIODS - Employees shall be entitled to a thirty (30) minute unpaid and duty-free lunch period, which shall not be included in the employee's regular workday. Administrative assistants shall receive a paid 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.
- F. CONFERENCE TIME - Those employees who are scheduled to work an on-site single night time school function (i.e. parent-teacher conference) will be given a day off in lieu of during the school year as determined by the district calendar. The District will communicate that information as soon as practical after the annual district calendar has been approved.
- G. 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 Director of Human Resources to approve or disapprove a request for in-service shall be final and not subject to the grievance procedure.

H. SCHOOL CLOSING DUE TO WEATHER OR OTHER REASONS BEYOND THE DISTRICTS CONTROL –

- a. If school is closed, due to inclement weather or other emergency, and the day is 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.

On a day school is cancelled:

- b. Twelve (12) month employees may choose to use a vacation day if available or may choose to be docked for that day.
- c. Less than twelve (12) month employees may choose to use a sick day if available or may choose to be unpaid for that day.

I. 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 medical insurance benefits, leave days, vacation days, paid holidays.

J. 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 and Secretary split position, the employee shall be treated as a Secretary for layoff purposes.)

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>Less than 12 month employees</u>	<u>12 month employees</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
- Friday following Thanksgiving
- Christmas Eve Day
- Christmas Day
- One (1) additional holiday during the Christmas break period when school is not in session.
- New Year's Eve Day
- New Year's Day
- Good Friday
- Memorial Day

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 she/he 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 (that may be extended for two (2) additional weeks by agreement of both parties) 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. Also, during the trial period, the district may fill the temporarily open position with a sub until a decision is made regarding employee staying in the new position.

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, his/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 post open positions on it's website and notify the union representatives.

D. TESTING

1. Scheduling Tests – Tests for employees shall be scheduled under the following circumstances:
 - i. As determined by the Board when reviewing qualified candidates that have applied for an open position.
 - ii. At the request of a current member that wants to update his/her current testing scores.
2. Conduct of Tests – All Microsoft Office Software, 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 Director of Human Resources 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, she/he shall be entered on the seniority list of the job classification, and if she/he has been continuously employed by the Board, she/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/**her** seniority for the following reasons:
- a. She/He quits.
 - b. She/He is discharged and the discharge is not reversed.
 - c. She/He is absent for three (3) consecutive working days without notifying the Board or giving satisfactory reasons to the Board for such absence.
 - d. 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.
 - e. She/He gives a false reason for a leave of absence or engages in other employment during such leave.
 - f. 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 Human Resources 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

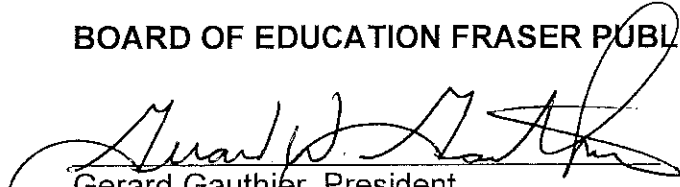
To the extent permitted by law, this agreement shall be binding upon the Employer's successor, assignee, or transfer, whether such succession, assignment or transfer be effected voluntary or by the operation of law; and in the event the Employer's merger or consolidation with another employer, this Agreement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

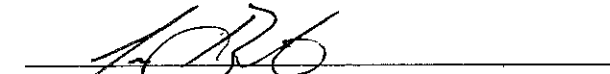
DURATION

This Agreement shall continue in effect for a period of three (3) years, commencing July 1, 2016 and ending June 30, 2019.


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

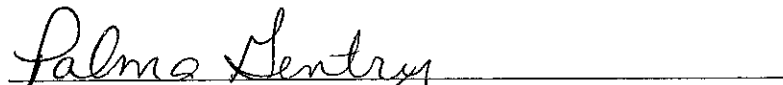

Gerard Gauthier, President


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**


Ronda Trowse, Council 25 Staff Representative


Sue Marcoux, Co-Chapter Chairperson


Palma Gentry, Co-Chapter Chairperson

SALARY SCHEDULE
2016 – 2017
2.75% Wage Increase

PAY GRADE	POSITION	EXPERIENCE		
		1	2	3
8	BOOKKEEPER VIII - PAYROLL BOOKKEEPER VIII - FUND ACCOUNTING BOOKKEEPER VIII - ACCOUNTS PAYABLE	\$20.19	\$20.90	\$21.83
7	* BOOKKEEPER VII – PAYROLL BOOKKEEPER VII - HIGH SCHOOL ADMIN ASSISTANT VII - OPERATIONS AND MAINTENANCE ADMIN ASSISTANT VII - PRINCIPAL, HIGH SCHOOL	\$19.07	\$19.76	\$20.63
6	ADMIN ASSISTANT VII - PRINCIPAL/DATA PROCESS, JR. HIGH ADMIN ASSISTANT VII - ELEMENTARY ADMIN ASSISTANT VII - ASST PRIN/BOOKKEEPING, JR HIGH * ADMIN ASSISTANT VII - COMMUNITY RESOURCES	\$18.37	\$19.06	\$20.10
5	ADMIN ASSISTANT (S) V - COUNSELING/ATTENDANCE, JR. HIGH ADMIN ASSISTANT (S) V - ASSISTANT PRINCIPAL, HIGH SCHOOL ADMIN ASSISTANT (C) V – SPECIAL EDUCATION ADMIN ASSISTANT (C) V – COUNSELING, HIGH SCHOOL * ADMIN ASSISTANT (C) V - STUDENT SERV/VOC ED, HIGH SCHOOL ADMIN ASSISTANT (C) V - ATHLETICS, HIGH SCHOOL	\$18.05	\$18.75	\$19.71
4	ADMIN ASSISTANT IV - ATTENDANCE, HIGH SCHOOL * ADMIN ASSISTANT IV - SWITCHBOARD, P/T ADMIN ASSISTANT IV - SWITCHBOARD ADMIN ASSISTANT IV – ELEMENTARY LIBRARY	\$17.26	\$17.99	\$18.89
3	ADMIN ASSISTANT III - COUNSELING, JR. HIGH ADMIN ASSISTANT III - RECEPTIONIST, HIGH SCHOOL ADMIN ASSISTANT III - ATTENDANCE, HIGH SCHOOL * ADMIN ASSISTANT III - LIBRARY, ELEMENTARY	\$16.91	\$17.64	\$18.47
2	* ADMIN ASSISTANT II - STUDENT SERVICES, HIGH SCHOOL, P/T * ADMIN ASSISTANT II - COMMUNITY RESOURCES, P/T ADMIN ASSISTANT II – STUDENT DATA CLERK	\$13.66	\$14.36	\$15.23
1	* ADMIN ASSISTANT I	\$13.66	\$14.36	\$15.23

* Vacant position.

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.

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.

