

July 1, 2011 to June 30, 2014

A G R E E M E N T

between the

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

and the

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

AND

**LOCAL 3846
SUB CHAPTER 12
OPERATIONS AND MAINTENANCE**

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THIS AGREEMENT, entered into 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, AFL-CIO, and Council No. 25, and Local No. 3846, the affiliated local union, hereinafter called the "Union."

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

WHEREAS, the parties hereto, following extended and deliberate collective bargaining, have reached understandings which they desire to incorporate into a formal contract;

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

ARTICLE 1

A. UNION RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of all maintenance and custodial employees, excluding all transportation employees, bus dispatcher, office secretarial and clerical employees, cafeteria employees, crossing guards, noon aides, the Supervisor of Buildings and Grounds and all other supervisory personnel.

The Board will not aid, promote or finance any labor group, organization or individual which/who purports to engage in collective bargaining or make any agreement with any such group, organization or individual for the purpose of undermining the Union.

B. DISCRIMINATION

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

C. STEWARDS

The employees shall be represented by one (1) Chapter Chairperson covering all group classifications and by one (1) steward in each group classification on each shift who shall be a regular employee working in that group classification and on that shift. During overtime periods, an alternate steward may be appointed by the Chapter Chairperson or his designated representative.

The group classifications are as follows:

- Maintenance Employees
- Custodial Employees

It is mutually recognized that the principle of proportional steward representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

Upon approval of the Director of Personnel or designee, stewards may be released from their regular duties during their working hours without loss of pay to investigate reported grievances and to present grievances to the employer representatives, provided that such release does not interfere with the employee's regular assigned duties.

D. DUES, DEDUCTIONS AND FINANCIAL RESPONSIBILITY

All employees covered by the terms of this Agreement shall, as a condition of continued employment with the District, execute an Authorization for Deduction of Dues or for deduction of a sum equivalent to the union dues as a service fee. The Board will deduct from the pay of each employee from whom it receives an authorization the required amount of dues or service fee in accordance with applicable law, on or before the tenth (10th) calendar day following the thirtieth (30th) calendar day following the beginning of their employment or reinstatement in the bargaining unit. In the event that any employee covered by the terms of this Agreement refuses or does not sign the above authorization, the Board agrees that the services of such employee shall be discontinued. The Union agrees to indemnify and hold harmless the Board from all liability, claims, damages and expenses arising out of the discontinuing of services or discharge of any employee who does not furnish the Board with an Authorization for the Deduction of Dues as provided above. Attached to this Agreement, marked "Appendix A," is an "Authorization for Dues Deduction" form to be used for this purpose.

1. P.E.O.P.L.E. Check-off

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

E. 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 Constitution of the State of Michigan and of the United States. This provision shall not prohibit the Union from utilizing the Grievance Procedure, provided that the Board of Education is not precluded from raising the provisions of Section E as a defense to a grievance or arbitration. Further, this clause is subject to the provisions of the Grievance Procedure as set forth in this Agreement.

F. STRIKES

The Union agrees that it shall not strike. As used in this context, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment, as provided in Public Act 379 of 1965.

ARTICLE 2 – INSURANCE BENEFITS

A. MEDICAL INSURANCE

1. Employees hired prior to 2/3/2010

Shall be eligible to receive health insurance benefits for the employee, spouse and dependents. The Board shall provide 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. For the contract year 2011-2012 employees taking such coverage shall pay ten percent (10%) of the monthly premium cost on a pre-tax basis via payroll deduction based on benefit rates and existing coverages.

Effective November of 2012 all employees shall be eligible to receive the Blue Care Network, BCN Deductible Plan 10 with 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. Employees taking such coverage shall pay twenty percent (20%) of the monthly premium cost on a pre-tax basis via payroll deduction based on applicable benefit rates and existing coverages. Benefit levels for this plan are outlined in Appendix B.

In addition, an employee eligible for such health insurance coverage shall have the option to "buy up" to the following Blue Cross plans:

a. 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 For the contract year 2011-2012 employees taking such coverage shall pay ten percent (10%) of the monthly premium cost on a pre-tax basis via payroll deduction based on applicable 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 based on applicable benefit rates and existing coverages. 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.

b. Blue Cross/Blue Shield Community Blue PPO Wrap Plan with a prescription drug co-pay of \$15 generic, \$30 preferred brand name drugs and \$60 non-preferred brand name drugs. For the contract year 2011-2012 Employees shall pay ten percent (10%) of the Blue Cross/Blue Shield PPO Wrap plan monthly premium based on 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 based on applicable benefit rates and existing coverages. Benefit levels and employee costs for this plan are outlined in Appendix B.

2. Employees hired after 2/3/2010

For the 2011-2012 school year these employees shall only be eligible for the Blue Care Network, BCN HMO Deductible Plan10 (Core Plan) for the first five (5) years of employment on the same terms as provided above (i.e., ten percent [10%] premium contribution); thereafter, they shall be eligible for all healthcare plans offered above, again on the same terms as provided above.

This provision is deleted with open enrollment, October 2012 and employees hired after 2/3/2010 shall be eligible to receive the same coverage as outlined above in number 1.

B. 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 monthly premium cost on a pre-tax basis via payroll deduction based on applicable benefit rates and existing coverages. 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 equivalent.

C. OPTICAL INSURANCE

The Board agrees to provide pay the full costs of a group optical program for each employee, spouse and dependents, 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 applicable benefit rates and existing coverages. as outlined in Appendix B. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.

D. LONG-TERM DISABILITY

Effective for the 2011-12 school year the Board agrees to provide a group long-term disability plan which pays sixty-six and two-thirds (66- $\frac{2}{3}$ %) 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 in effect during the term of this Agreement and employees shall pay ten percent (10%) of the applicable monthly premium cost on a pre-tax basis via payroll deduction.

Effective July 1, 2012 the Board agrees to pay the full cost of a group long term disability plan which pays sixty-six and two-thirds (66- $\frac{2}{3}$ %) 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 in effect during the term of this Agreement

E. LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

Effective for the 2011-12 school year the Board agrees to pay the full cost of a group life insurance and AD&D policy in the face amount of Forty Thousand (\$40,000.00) Dollars per employee to be effective within thirty (30) calendar days of ratification of this Agreement by the Board of Education, subject to the terms of the policy in effect during the term of this Agreement, and employees shall pay ten percent (10%) of the applicable monthly premium cost on a pre-tax basis via payroll deduction.

Effective July 1, 2012 the Board agrees to pay the full cost of a group life insurance and AD&D policy in the face amount of Forty Thousand (\$40,000.00) Dollars per employee, subject to the terms of the policy in effect during the term of this Agreement.

ARTICLE 3- LEAVES OF ABSENCE

A. LEAVE DAYS

1. Accumulation

Each employee covered by this Agreement shall be entitled to a total of twelve (12) leave days per year and such leave days shall be accumulated in a bank which in no event shall exceed one hundred twenty (120) leave days.

Employees shall give advance notice when using leave days in accordance with Department policy.

2. Sick Leave Days

Sick leave days accumulated in the employee's leave day bank may be used for the purpose of personal or family illness.

Employees shall furnish a medical certificate verifying the employee's illness and need to use sick leave days after three (3) or more consecutive workdays of illness. In cases of suspected abuse of leave days, employees shall furnish a medical certificate verifying the employee's illness and need to use sick leave days upon request of the Director of Operations and Maintenance, and, in such cases, the three (3) consecutive workday period shall not apply.

Accumulated leave days shall be listed on an employee's paycheck three (3) times per year.

B. PERSONAL BUSINESS DAYS

1. Five (5) leave days per year may be used for personal business from the Employee's leave day bank. Personal Days require approval of the Director of Operations and Maintenance. Personal business days may not be used immediately prior to or subsequent to paid holidays or vacation periods, except in extenuating circumstances. Use of a personal business day immediately before or after a holiday shall not be considered as having been worked, and therefore, shall not qualify an employee for holiday pay.
2. Employees must request in writing to the Director of Operations and Maintenance to use more than two (2) personal business days in succession, specifying the reasons for such request.
3. Any unused leave days as of June 30th of each year, shall 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.
4. Bargaining unit members whose leave day bank has accumulated one hundred twenty (120) leave days may accumulate an additional thirty (30) leave days over the one hundred twenty (120) leave days, subject to the following conditions:
 - a. Bargaining unit members shall be eligible to use the additional accumulated leave days up to a maximum of thirty (30) if they have exhausted their total accumulated leave days of one hundred twenty (120) days, have been ill or disabled for a period of not less than one (1) year and have returned to a bargaining unit position with the School District.
 - b. Upon returning to employment with the School District, as provided in paragraph (a) above, a member of the bargaining unit may use the additional accumulated 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 the provisions of Article 5, Retirement and Termination and may not be used for any purposes except as specified herein.

C. 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. Reason

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

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

2. Application

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 health 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. Insurance benefits shall be granted to the extent provided herein:

- a. For employees hired before March 23, 2009, an employee on an unpaid leave of absence for personal illness or medical disability shall receive health, 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 calendar 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 hospital, 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 March 23, 2009, an employee on a leave of absence for personal illness or medical disability shall continue to receive health 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 health, 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 health, 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 health, 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 health 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 health, 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 health, 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 health, 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 not accrue seniority but shall retain all seniority acquired prior to the date the leave of absence commences. During a leave of absence for military leave or workers compensation disability, the employee shall accrue full seniority for the length of the absence.

5. Return to Work from Leave of Absence

An employee returning to work after a leave of absence shall notify the Board of the employee's intent to return at least thirty (30) calendar days prior to the expiration date of the leave of absence. 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 a position within his former classification for which he is qualified and has seniority, or if none, then in a like or similar classification for which he is qualified and has seniority.
- 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 a position within his former classification for which he is qualified and has seniority, or if none, then in a like or similar classification for which he is qualified and has seniority.

- 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 return to a position within his former classification for which he is qualified and has seniority, or if none, then in a like or similar classification for which he is qualified and has seniority.
- d. **Leave of Absence for Worker's Compensation Disability** - An employee who returns to work within one (1) year from the commencement date of a leave of absence from a worker's compensation related disability shall be entitled to return to the employee's original position. Thereafter, the employee shall return to a position within his former classification for which he is qualified and has seniority, or if none, then in a like or similar classification for which he is qualified and has seniority.
- e. **Leave of Absence for Military Service** - An employee who returns to work for military service shall be governed by "return to work" provisions of the federal law.

It is understood that the employee shall be paid at the appropriate rate of pay existing in the classification in which he/she is placed. For purposes of this Article, the term "classification" means one of the positions listed in the Salary Schedule within this agreement for which the District has a job description.

6. Vacant Positions Due to Leave of Absence

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. Transfer or promotion of a bargaining unit member to fill the vacant position during the leave of absence as specified in Vacancies and Transfers.
- b. A temporary substitute.

If an employee fails to provide the notice set forth in Paragraph 5 above or fails to return from a leave of absence, the position shall be treated as a vacancy and filled in accordance with the Collective Bargaining Agreement.

7. Extension of a Leave of Absence

An employee on a leave of absence for personal illness or medical disability, or family medical care, may apply for not more than one extension of the leave of absence for a period not to exceed one (1) year. Upon expiration of the extension, the employee shall return to work and no further extensions shall be granted. Written application for the extension shall be submitted to the Board at least thirty (30) calendar days prior to the expiration date of the leave of absence. An employee who returns to work at the expiration of the extension of a leave of absence for personal illness or medical disability or family medical care shall

exercise seniority rights into his/her former or lower 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 an assignment into a classification when offered by the Board at the completion of the extension period as herein provided, the employee shall be deemed to have resigned and to have terminated employment with the School District.

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

BEREAVEMENT

Employees shall be granted three (3) workdays without loss of pay for the death of a spouse, child or parent which shall not be charged against the employee's leave day allowance or bank.

Upon approval of the Director of Operations and Maintenance, employees shall be eligible to use up to three (3) workdays, and up to five (5) workdays when the funeral is over 250 miles away, from the employee's accumulated leave day bank for attendance at the funeral in the employee's or his or her spouse's immediate family, which shall be defined to mean step parents, daughter-in-law, son-in-law, half brother, half sister, children, mother, father, brother, sister, grandmother and grandfather, grandchildren, or other relative residing with the employee.

Documentation of the death of such person may be requested by the Director of Operations and Maintenance. In special circumstances the Director of Operations and Maintenance may grant a request for funeral leave day(s) not addressed above.

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

D. ELIGIBILITY

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

ARTICLE 4- RETIREMENT AND DEATH

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 bargaining unit members then employed will be permitted to accumulate twelve (12) 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 but prior to February 3, 2010, shall be paid for three/quarters (3/4) 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 hired after February 3, 2010 shall be paid for three/quarters (3/4) of their accumulated leave days at the rate of \$9.50 per hour upon retirement or death.

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 eight (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.

The District shall pay up to the first \$5,000 shortly after the employee's retirement/death as per past practice. 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, 2004, and is entitled to \$11,000 under Article 5, the District would pay the employee \$5,000 in July, 2004, \$5,000 in January, 2005, and \$1,000 in January, 2006.) However, if the employee is purchasing retirement credit within thirty (30) calendar days of his/her retirement date, the employee may elect to receive the first installment payment in an amount equal to the amount to be paid to MPERS to purchase such retirement credit. The balance shall be paid in equal installments over the next two (2) years.

ARTICLE 5- GRIEVANCE PROCEDURE

A. DEFINITION

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

B. PROCEDURE

Grievances shall be presented and adjusted according to the following procedure:

Step 1

In the event the matter is not resolved informally, a written grievance may be filed with the Director of Operations and Maintenance within five (5) workdays¹ following the occurrence, which is the basis of the grievance.

- a. Within five (5) workdays after receipt of the written grievance, the Director of Operations and Maintenance shall communicate his decision, in writing, together with the supporting reasons to the aggrieved party.

Step 2

Within five (5) workdays after receiving a reply, if the employee or the Union still feels aggrieved, he may appeal to the Director of Personnel. The appeal must be in writing and must include a statement of the grievance and the reply of the Director of Operations and Maintenance.

- a. Within five (5) workdays after receipt of the appeal, the Director of Personnel shall communicate his decision, in writing, together with the supporting reasons, to the aggrieved party.

Step 3

Within ten (10) workdays after receiving a reply, if the employee or the Union still feels aggrieved, he may appeal to the Board of Education. The appeal must be in writing and must include a statement of the grievance and the Director of Personnel's reply.

- a. Within thirty (30) workdays after receiving an appeal, the Board of Education shall hold a hearing or meeting concerning the grievance, which the Union may attend, if they choose. Within ten (10) workdays 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.

¹ "Workdays" as used herein shall exclude weekend days and holidays.

Step 4

If the Union is dissatisfied with the decision of the Board of Education, the Union may appeal the grievance to arbitration within twenty (20) workdays after the decision of the Board. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) workday 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) calendar 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 shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitution of the United States and of the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the functions of the Board of Education in the proper exercise of its judgment and discretion under the law and this Agreement.

The decision of the Arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

The costs of arbitration shall be borne by the losing party, however, each party shall bear its own expense.

C. DISCHARGE - SUSPENSION GRIEVANCE

The parties recognize that in the interest of efficient operations of the School District the Employer has the right to discipline and discharge employees. Due process shall be met if the Employer informs the employee of the reasons for the discipline and/or discharge and affords the employee Union representation if requested. The Employer shall not act in an arbitrary or capricious manner. In the event an employee is discharged or suspended, the employee or the Union may, within five (5) workdays from the date of discharge or suspension, file a written grievance with the Director of Personnel, who shall communicate his decision in writing, together with the supporting reasons, to the aggrieved party within five (5) workdays after receipt of the grievance. If the employee or the Union still feels aggrieved, he may appeal to the Board of Education within five (5) workdays after receiving a reply from the Director of Personnel. Within ten (10) workdays after receiving an appeal, the Board of Education shall communicate its decision in writing, together with the supporting reasons, to the aggrieved party. If the Union still feels aggrieved, the Union may file for arbitration in accordance with Step 4 of the Grievance Procedure. This provision shall apply only in cases of discharge or suspension.

ARTICLE 6 - HOURS

A. REGULAR

The regular work week shall be the normal forty (40) hour week, consisting of five (5) eight (8) hour days. Any request made by an individual employee to change the normal shift starting time, to accommodate some personal need, shall be submitted by the Union to the District for its consideration. The District will give the Union advance notice of any permanent change in the starting time of an established shift.

SUMMER HOURS

The starting time for all employees during the summer months, when school is not in session for students, shall begin at 6:00 a.m., unless the Director of Operations and Maintenance determines that there is good cause for a change due to summer programs, bond work, major improvements, etc. The district will give the union advance notice of any change in the starting time of an established shift.

B. OVERTIME

Any hours worked after eight (8) hours in any workday or forty (40) hours in any one week and all hours worked on a Saturday shall be compensated for at the rate of one and one-half (1-½) times the regular hourly rate, in cash payment, or in compensatory time, in accordance with this Agreement. Any hours worked on Sundays shall be compensated for at the rate of two (2) times (double time) the regular hourly rate, in cash payment, or in compensatory time, in accordance with this Article, provided that such hours are not part of a regular shift or a normal forty hour week. For the Pool Custodian only, the overtime provisions of the Agreement pertaining to Saturday and Sunday overtime shall not apply to hours worked on Saturday and/or Sunday when one or both of these are scheduled as part of the regular work week for this position. In lieu of Saturday and/or Sunday overtime pay, overtime pay at the rate of one and one-half (1-½) times the regular hourly rate shall be paid for any hours worked on the first regularly scheduled day off for this position and at the rate of two (2) times the regular hourly rate for any hours worked on the second regularly scheduled day off for this position, in cash payment, or in compensatory time, in accordance with this Article.

Employees with more than ten (10) years seniority may, with proper notification to the Director of Operations and Maintenance, choose to receive either cash payment or compensatory time, for all overtime hours actually worked, (as per Article 7, Section B) subject to a maximum accumulation for the 2011-12 school year of forty (40) hours per fiscal year, effective July 1, 2012 a maximum of twenty-four (24) hours per fiscal year. Overtime credit earned on a particular day may not be split between cash pay and compensatory time unless the maximum accumulation of compensatory time has been reached. Arrangements for compensatory time must be made with the Director of Operations and Maintenance, and may only be used during the school year when classes are not in session (i.e. Spring break, President's Day), with the exception of maintenance employees, who use compensatory time during the school year when classes are in session.

Compensatory Compensation time that is not used by June 15 shall be paid out in the last payroll in June; compensatory time accumulated between June 15 and June 30 shall be carried over to the next fiscal year.

Overtime hours shall be divided as equally as possible among all employees within the same school and within the same classification. The rotation of overtime for maintenance employees shall be district wide. When overtime hours are required, employees with the least number of overtime hours in the classification will be called first, and so on down the list in an effort to equalize overtime hours. Time not worked because an employee is unavailable or chooses not to work will be charged against the employee. Non-emergency overtime work requiring special maintenance skills (i.e. plumbing, electrical, etc.) shall not be divided among all maintenance employees, but shall be rotated and divided among the employees who have the knowledge or skill to complete the job satisfactorily. Should the employee who has the knowledge to complete the job need an assistant, the assistant does not have to be skilled in this area.

OVERTIME LIST

- a. A list of cumulative overtime hours shall be maintained by the Union and posted at all sites and shall be revised as overtime is worked.
- b. The list shall run continuously, at the end of one (1) year, the list will be revised by subtracting the lowest persons hours from each classification and restart from there.
- c. New Employees and employees changing buildings or classifications shall enter with the same number of overtime hours as the employee with the highest number of hours in the same building or classification.
- d. Except for circumstances beyond the control of the Director of Operations & Maintenance, employees shall receive twenty-four (24) hours advance notice of overtime. All overtime regardless of advanced notice will be chargeable overtime whether worked or refused (except for exceptions listed in subsection f below).
- e. Overtime refused because of vacations, personal business, union business, funeral days, District-paid in-services, conferences, schooling, government duty and compensatory days shall not be charged, except overtime that has been already declined prior to the notification of the use of day described earlier in the paragraph. Overtime that is required and has been accepted or refused, during the shift it is required, shall not be charged if it is less than six (6) hours prior to the need.

- f. An employee will be charged for overtime if he declines to work, except if he has a personal or vacation day pending, or if subsection e or n applies. Hours charged shall be equal to those paid to the employee who accepts overtime. Employees refusing overtime at time and one half will be charged time and one half. Employees refusing overtime at double time will be charged at double time. In all circumstances, an employee can only be charged once for overtime in a calendar day. This does not apply to work refused that crossed into another day. (Ex: refused Saturday p.m. and the work concluded on Sunday a.m., the employee would be charged for the entire time). An employee will only receive one request per day to work overtime, absent emergency circumstances, and will only be charged for the overtime hours refused in the first request.
- g. Vacations, personal business, compensatory and funeral days for purposes of this section will include the first regularly scheduled work day that the employee does not report to work on, until the first regularly scheduled work day the employee reports back to work on. The employee will not be eligible to work any weekends or holidays during the times mentioned above, but will not be charged for that time not worked.
- h. Union business, district-paid in-services, district-paid conferences, district-paid schooling and any district-paid other training for the purposes of this section will only be for the days that are in question and the employee will not be charged for refusing overtime on these days. If the employee attends any of the above on Friday, the employee will be eligible to work on the weekend days and will be charged accordingly, (except for conferences, etc. that require the employee to be out of town or require the employee to attend on a weekend day).
- i. Employees who give notice that they are unable to work the assigned overtime twelve (12) hours or less before the starting time of the assignment will be charged double for the entire time they could have worked (except in documented emergency situations).
- j. Employees who arrive later than thirty (30) minutes for the overtime assignment shall complete the assignment, and the entire time they could have worked will be charged double to the overtime rotation list (except in documented emergency situations).
- k. Employees who arrive later than one (1) hour for the overtime assignment shall not be permitted to work, and the entire time they could have worked will be charged double to the overtime rotation list (except in documented emergency situations).

- i. An employee who calls in sick on a day when he has accepted overtime will not be allowed to work and he will not be charged for the time he was unable to work (except as stated in subsection j). If an employee calls in sick, he will not be eligible for overtime until he reports back to work (except sick on Friday, not eligible to work Saturday, Sunday back to work on Monday then he would be eligible on Monday).
- m. If the entire Union Personnel have either accepted or refused overtime and the District still needs to fill openings, the people affected by subsections g and i will be given an opportunity to work.
- n. Any employee off on suspension will not be eligible for any overtime until after he has worked a regularly scheduled workday. The employee will be charged for any and all overtime he would have been eligible for.
- o. When overtime is required to finish a job that was started during regular hours, the person(s) who have been working on the job and have not signed off on the work order, shall have the first opportunity to accept or decline the overtime in question (rotational overtime will not apply in this circumstance). The employee(s) will be charged appropriately for all hours worked or refused.

C. CALL-IN PAY

Employees covered by the terms of this Agreement who are called in to work before or after their regular shift shall receive a maximum of two (2) hours pay for two (2) hours or less work, subject to the following:

- 1. Call-in pay shall not apply to the extension of the employee's normal shift, nor shall it apply when an employee is required to report to work two (2) or less hours prior to the beginning of a shift.²
- 2. Employees may be assigned work for the entire two (2) hour call-in period. If the employee is not assigned to work the entire two (2) hours, the employee may leave work upon the completion of the call-in assignment and shall receive the two (2) hours call-in pay.

D. SHIFT OVERLAP

For purposes of reviewing and coordinating the work in school buildings, the Director of Operations and Maintenance shall designate an employee on the second shift and the first shift to meet and, in such cases, the shift of the designated second shift employee shall be overlapped from five (5) to fifteen (15) minutes with the first shift. This provision shall apply to elementary buildings only. Other second shift employees shall commence their shift at the time designated by the Director of Operations and Maintenance.

² It is understood that when an employee is required to report to work two (2) or less hours prior to the beginning of a shift, the employee shall be paid for the actual time worked, and call-in pay is not applicable.

E. STAND-BY PAY

The Director may assign stand-by duty to one (1) maintenance employee for Saturdays, Sundays and holidays. The assigned maintenance employee shall be available to be called in by the Director or his designee in the event of an emergency or a building problem. The employee assigned the stand-by duty for Saturdays, Sundays and holidays shall receive two (2) hours of straight time pay per day for each Saturday, Sunday or holiday that he is assigned stand-by duty.³ Stand-by pay shall not be credited to call-in pay in the event the employee is called in. In order to be eligible for stand-by from November 1, to March 15, employees must have either a low-pressure boiler license or a Fraser School District boiler certification, except in emergencies or extenuating circumstances (see Article 15.Q).

ARTICLE 7 - PAID VACATIONS

A. All full-time employees shall be eligible to receive and shall earn vacation days in accordance with the following schedule:

- | | |
|--|---------|
| 1. First year of employment | 5 days |
| 2. 2nd year through 5th year of employment | 10 days |
| 3. 6th year through 10th years of employment | 15 days |
| 4. 11th year and 12th year of employment | 19 days |
| 5. 13th year of employment and over | 20 days |

B. Vacations shall be earned from July 1 to June 30 of each contract year. For the purpose of earning vacation benefits under the provisions of this Article, all employees shall earn vacation days commencing the July 1st preceding their date of hire.

C. Employees whose vacations occur between July 1 and September 1 of each year may on or before June 1 request in writing that they receive their paycheck in advance for a regular payday which occurs during their vacation. Summer vacation requests shall be submitted between April 1st and May 15th of each year to the Director of Operations and Maintenance. The response to summer vacation requests shall be on or before June 1st.

³ An employee who works stand-by duty Monday through Friday, inclusive, shall receive a total of two (2.0) hours of straight time pay but only if the employee is on stand-by for the entire period of time.

D. Custodial employees shall be eligible to take vacations during the school year when school is in session, subject to the following provisions:

1. Not more than fifteen (15) custodial employees shall be eligible for vacations under this provision per school year subject to the approval of the Director of Operations and Maintenance; however, additional custodial employees may be allowed due to special circumstances. Eligibility shall be determined on the basis of seniority and shall be rotational from year to year.
2. Not more than two (2) custodial employees may take vacation under this provision at the same time.
3. Custodial employees taking vacation under this provision shall be limited to one (1) block of vacation days of three (3) to five (5) days per school year unless authorized by the Director of Operations and Maintenance.
4. The position of a custodial employee taking vacation under this provision may be filled during the vacation period at the option of the Director of Operations and Maintenance by the temporary transfer of an existing employee or by a substitute or by the modification of work assignments. The Director shall not be required to fill the position.
5. Vacations taken during the school year shall not interfere with the efficient operation of the School District.
6. Requests for vacations during the school year in accordance with this provision shall be submitted between August 1 and September 15, and December 1 through January 31, if less than fifteen (15) employees request vacation in the first sign-up of each school year to the Director. Only the fifteen (15) highest seniority custodial employees submitting a request per year shall be considered. The Director shall respond to the requests by September 30 and February 15.
7. Unless otherwise agreed by the Director of Operations and Maintenance, only one (1) custodian shall be on vacation at the same time in each building, with the exception of the junior high school, where only one (1) day custodian and one (1) night custodian shall be on vacation at the same time, and with the exception of the high school, where only two (2) custodians shall be on vacation at the same time.

E. Maintenance employees shall be eligible to take vacation at any time of the year, subject to the approval of the Director of Operations and Maintenance, and subject to the requirement that vacations shall not interfere with the effective operation of the School District.

F. Employees may be paid up to five (5) days vacation pay in lieu of time off provided the employee requests the same and District grants the request.

- G. Vacations shall not be taken five (5) workdays prior to school starting and five (5) workdays after the last day of school.
- H. Vacation days earned from July 1 through June 30 may be used, starting on the following July 1, and can be used until the following June 30; however, up to a maximum of five (5) days may be carried over and used by that July 10. Failure to use vacation by July 10 will result in the loss of the remaining days left, except as noted in Article 7, Section F. Elementary custodians assigned to the same building will be allowed to take vacations at the same time in the summer in cases of extenuating circumstances.

ARTICLE 8 - PAID HOLIDAYS

All full-time employees who have worked the full regularly scheduled straight time workday immediately preceding and immediately subsequent to the following holidays shall be paid at their regular hourly rate for each of the following holidays: Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day.

Any employee who works on any of the above listed holidays shall be compensated at the rate of two times (double time) his regular hourly rate in addition to receiving holiday pay.

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

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

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

The Union and management agree to meet on holiday usage concerning Christmas.

ARTICLE 9 – 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 as custodial employees or as maintenance employees shall be considered probationary employees for the first ninety (90) workdays in the custodial classification and for the first six (6) months in the maintenance classification and 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.

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. Sufficient copies will be furnished to permit posting in all schools and shop areas.

D. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

1. He quits.
2. He is discharged and the discharge is not reversed.
3. He is absent for three (3) consecutive workdays without notifying the Board or giving satisfactory reasons to the Board for such absence.
4. 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. He gives a false reason for a leave of absence or engages in other employment during such leave except as noted in Article 4, Section B.1..
6. He retires.

E. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, the President of the Union, Chapter Chairperson and the Union Stewards (not to exceed three [3]) shall be continued at work as long as there is a job in the District which they can perform, and they shall be the first recalled to work to a job they can perform.

F. REGULAR PART-TIME EMPLOYEE

A regular part-time employee shall be defined to mean any employee who performs bargaining unit work on a regular and consistent basis, but less than the normal work week and/or workday for custodial and maintenance employees. Such employees shall not be considered as substitutes. Regular part-time employees shall receive the rate of pay of the classification in which they are working and shall receive pro rata the fringe benefits designated in the Agreement. Regular part-time employees shall not receive the cash equivalent of fringe benefits, which they do not elect to receive.

ARTICLE 10- LAYOFF

A. DEFINITION

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

B. ORDER OF REDUCTION

In the event of a layoff, the work force shall be reduced in the following order: first, temporary employees;⁴ 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, subject to the following:

1. Operational Employees Group Classification

An employee who has been displaced from his/her position within the Operational Employee Group Classification shall be eligible to displace the lowest or second lowest seniority employee in the same or any lower classification (based upon comparative wage rates listed in Exhibit A for each classification, but excluding shift premium, longevity pay and supplemental pay) within the Operational Employees Group Classification. An employee who has been displaced by this procedure may exercise his/her seniority in the same manner. An employee who has been laid off from his/her classification within the Operational Employees Group Classification (or his/her position has been eliminated) shall be eligible to displace the lowest or second lowest seniority employee in any same or lower classification (based upon comparative wage rates listed in Exhibit A for each classification, but excluding shift premium, longevity pay and supplemental pay) within the Operational Employees Group Classification. An employee who has been displaced by this procedure may exercise his/her seniority in the same manner until the required number of layoffs has been accomplished.

⁴ Temporary employees are employees who are hired to fill supplemental bargaining unit positions of a limited duration but do not include substitute employees filling in for absent employees.

2. Maintenance Employees Group Classification

An employee who has been displaced from his/her position within the Maintenance Employee Group Classification shall be eligible to displace the lowest or second lowest seniority employee in the same or any lower classification (based upon comparative wage rates listed in Exhibit A for each classification, but excluding shift premium, longevity pay and supplemental pay) within the Maintenance Employees Group Classification. An employee who has been displaced by this procedure may exercise his/her seniority in the same manner. An employee who has been laid off from his/her classification within the Maintenance Employees Group Classification shall be eligible to displace the lowest or second lowest seniority employee in the same or lower classification (based upon comparative wage rates listed in Exhibit A for each classification, but excluding shift premium, longevity pay and supplemental pay) excluding, however, Head Custodian and/or Assistant Head Custodian classifications unless the employee seeking to displace the lowest or second lowest seniority employee has previously held a Head Custodian and/or Assistant Head Custodian Position within the District, the employee shall be eligible to displace the lowest or second lowest seniority employee with that Head Custodian and/or Assistant and /or Assistant Head Custodian Classification, provided that the position has a lower comparative wage rate, as defined herein, than the wage rate of the position from which the employee was laid off.

C. NOTIFICATION OF LAYOFF

Employees to be laid off for an indefinite period of time shall be given at least seven (7) calendar days notice of layoff, and a list of the employees being laid off shall be furnished to the Chapter Chairperson or his/her designated representative within the seven (7) calendar day period. In the event of a layoff, Union and Board representatives shall meet at least five (5) workdays prior to the notification date of the layoff for the purpose of discussing alternatives.

D. MISCELLANEOUS PROVISION

In the event an employee is laid off for a period of more than one (1) year (or unemployment compensation runs out), the employee shall have the option of taking all but five (5) accrued paid vacation days. The employee may choose not to take the pay if a callback is projected. An employee shall not lose accumulated vacation because the employee is on layoff and therefore cannot use vacation.

ARTICLE 11 – RECALL

When the working force is increased after a layoff, employees will be recalled according to seniority and classification. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from date of mailing of notice of recall, he shall be considered "a quit." The District also agrees to recall a qualified employee to a position which is reasonably known to be vacant for sixty (60) or more calendar days due to an employee's illness or disability. An employee recalled to such a position shall not be subject to any layoff notice provisions when the sick/disabled employee returns to his or her position.

ARTICLE 12 - VACANCIES AND TRANSFERS

A. VACANCIES

1. Definition

Vacancies shall be defined to include:

- a. New positions;
- b. Promotional positions; and
- c. Vacant positions within the bargaining unit, which have not been terminated or eliminated by the Board.
 - i. Positions unfilled for 180 calendar days due to illness or disability.
 - ii. Positions unfilled for 60 calendar days due to any other reason.

If the board determines not to fill a position, the Union and the District shall meet to discuss the justification and feasibility.

Vacancies shall exclude:

- a. Lateral transfers of existing employees within the same classification and the same job level.
- b. Reassignment of existing employees to entry-level openings

2. Posting of Vacancies

The Board shall give written notice to the Chapter Chairperson of vacancies as defined above. Sufficient copies of the notice shall be provided for posting in each building within the School District. The notice shall include any requirements for applicants and shall be given at least seven (7) workdays prior to the filling of the vacancy. The Chapter Chairperson shall sign a receipt that he has received the above notices for posting. Employees shall apply for the vacancy within the said seven (7) workday period. Except in extenuating circumstances, the Director of Personnel or his designee shall notify the Chapter Chairperson within twenty-one (21) calendar days from the date a vacancy is posted as to the disposition of the posted vacancy. Inquiries regarding the location of a posted vacancy may be made to the Director of Operations and Maintenance. Except in extenuating circumstances, the successful candidate shall be placed in the vacancy within forty-five (45) calendar days after the original posting date.

3. Filling of Vacancies

In filling vacancies as defined above, the Board shall first consider the seniority, qualifications and records of the employees presently employed by the District. In addition, for maintenance classification vacancies, an aptitude/skills test, graded on a pass/fail basis, shall be administered to assist in determining qualifications. The District and Union shall discuss the test provider, the test criteria/standards, and the manner in which the test will be administered. Beginning July 1, 2007, if an employee has a minimum of two classes with a grade of "C" or better in each of the following three areas – plumbing, electrical, HVAC – from an approved accredited educational institution, or obtains certification from an approved accredited educational institution, the employee shall be deemed qualified to do maintenance work. For maintenance classification vacancies, when qualifications and records are relatively equal, the District shall promote the employee with the most seniority. Custodial employees with less than four (4) years seniority shall not be eligible for promotion into a maintenance classification vacancy, unless no custodial employee with four (4) or more years seniority meets the posted job qualifications of said vacancy. For custodial classification vacancies, when posted job qualifications are met and records are relatively equal, the District shall promote the employee with the most seniority.

In the event a second, third or fourth vacancy is created upon the filling of the posted vacancy, the above posting procedures shall apply. Additional vacancies created by the filling of the fourth vacancy may be filled by the transfer of existing employees or by new hires.

If a vacancy is filled which is considered a promotion, the employee granted the promotion shall have sixty (60) consecutive calendar day trial period to determine:

- a. His desire to remain on the job;
- b. His ability to perform the job.

During the trial period, the employee shall receive the rate of pay for the job he is performing. The employee shall have the right to revert to his former classification if he so desires at any time during the trial period. The Board shall have the right to revert the employee to his former classification in the event the employee is unsatisfactory. In such event, the Board shall submit a written statement of its dissatisfaction with the employee upon request. Summer recess shall not count in determining the sixty (60) consecutive calendar day trial period for custodial promotions.

4. Non-Bargaining Unit Promotion

In the event an employee covered by the terms of this Agreement is promoted to a non-bargaining unit position and remains in that position for more than sixty (60) consecutive calendar days, he shall lose his seniority accrued as a member of the bargaining unit.

B. TRANSFERS

1. Requested Transfers

An employee desiring a job transfer in the same or a lower classification shall submit in writing, stating the desire for a transfer. By December 31st and June 30th of each year, employees may submit a written request for notification of the opportunity for a transfer to openings for the subsequent year. For the subsequent year the transfer request will be active from January 1 or July 1, for one year. A new request for a transfer for any subsequent one-year period will be required. Failure to submit a new request will result in the employee becoming ineligible for a transfer notice. A transfer request for a specific work area in a specific building shall not be submitted. However, an employee may request a transfer to a particular building. If an opening occurs during the school year in a position for which a request for transfer has been made, then the Personnel Director shall notify the employee of such opening. The employee shall, within one (1) workday, accept or reject the transfer. If the employee rejects the transfer, his request for notification for that school shall not be valid, however his requests for notification for other schools would still be considered active for the time remaining. If the employee accepts the transfer, he will have three (3) workdays to use as a trial period to determine his desire to remain on the job. No further transfers will occur until after the end of this trial period.

Lateral transfers/downgrades shall be made on the basis of seniority. An employee receiving a job transfer shall remain on the job for a period of at least one (1) year. If the opening is not filled by transfer, or if there are no requests for a transfer on file, then the District may fill the vacancy by promotion or by hiring from the outside. Transfer requests will be honored prior to promotion.

2. Unrequested Transfers

Prior to an employee being transferred within the School District, the employee, upon written request, shall have a personal conference with the Director of Personnel, at which a Union representative and/or International or Council representative shall be present. Following the conference, the employee shall, upon written request, receive written reasons for the transfer. Transfers shall only be made in order to meet the needs of the School District and/or to promote efficiency. This provision shall not apply, however, to the work schedule established for employees during the summer months when school is not in session. Transfers may be made for serious misconduct, gross error or neglect on the job, provided there is written documentation in all cases supporting the same.

3. Temporary Transfers

The Board and the Union recognize the necessity to make temporary transfers to promote efficiency or to meet emergencies and agree that a transfer 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 transfers to a vacancy caused by the illness or disability of an employee shall not exceed one hundred (180) calendar days.
- b. All other temporary transfers shall not exceed sixty (60) calendar days.
- c. Modifications of an employee's work schedule shall not be considered as a temporary transfer.

This provision does not obligate the Board to fill vacancies, and any such vacant positions may be terminated or eliminated by the Board upon notification to the Union at the expiration of the temporary transfer.

Subject to the above, night custodians shall have the option during the school year to temporarily fill in for any day custodian in their building, if the day custodian is going to be out for two (2) or more workdays (due to vacation, personal leave or medical disability). The Union shall maintain a rotation list for this provision.

Other temporary vacancies shall be assigned on an annual rotational basis (beginning with the most senior employee as of July 1 of each school year) among head and assistant head custodians. The Union shall maintain a rotation list of interested employees for this purpose. If the Director of Operations and Maintenance determines that an employee working in a temporary vacancy is not working out satisfactorily after a minimum of five (5) days in the temporary vacancy, the Director of Operations and Maintenance may return that employee to his/her regular position, and the next employee on the rotation list may be selected to fill the temporary vacancy.

ARTICLE 13 - VETERANS

Employees who enter the armed services shall, upon the termination of such service, receive such rights as are provided in accordance with applicable state and federal laws.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

A. WORKER'S 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 above difference on a pro rata basis.

B. UNIFORMS

All custodians covered by the terms of this Agreement shall receive \$200 allowance to purchase uniforms, jackets, work boots and/or shoes which shall be selected by the Board. All maintenance employees shall receive \$225 allowance to purchase uniforms, jackets, work boots and/or shoes which shall be selected by the Board. Each employee shall have the responsibility of maintaining and cleaning such uniforms, jackets, work boots and/or shoes. All employees shall be required to wear their uniforms when performing their job assignments and duties for the Board of Education, except in extenuating circumstances or upon approval of the Director of Operations and Maintenance. Board approved tee-shirts may be worn by the employees as a uniform shirt during the summer work period only. However, employees may report to work wearing a Board-approved tee-shirt under their regular uniform shirt, and remove the regular uniform shirt while working where appropriate (i.e. when students, parents, community members and staff are not in the building or work area and are unlikely to come into contact with the employee). Custodians and maintenance employees covered by this agreement are allowed to spend up to \$100.00 on work shoes or boots at a store mutually agreed upon by both parties.

1. In addition employees may wear uniform shorts and socks to be designated by the District, and purchased by the employees at their cost. Employees shall be responsible for being dressed appropriately for their daily assignment. In the event the District can document the existence of a problem associated with wearing shorts, then it may terminate this provision of the contract.
2. Dark blue jeans or blue twill pants in good repair and uniform in color shall be considered part of the school district uniform and employees may opt to wear jeans or twill pants daily. Employees will maintain a professional appearance.

C. COFFEE BREAKS

All employees covered by the terms of this Agreement shall be entitled to one (1) fifteen (15) minute coffee break preceding his lunch break and one (1) fifteen (15) minute coffee break following his lunch break. The time during which a coffee break is taken by each employee shall be determined by the employee's immediate Supervisor, and may be tacked on to the lunch break to create a forty-five (45) minute duty-free lunch break. In the event an employee is unable to take his coffee break at the scheduled time due to an emergency, the employee shall be entitled to his coffee break at the first available opportunity.

D. LUNCH BREAK

All employees covered by the terms of this Agreement shall be entitled to a thirty (30) minute duty-free lunch break, not to be included in the employee's regular eight (8) hour workday, except as stated in Section C above.

E. INCLEMENT WEATHER

1. In the event school is closed due to adverse weather conditions, and the Superintendent determines that employees covered by the terms of this Agreement shall not be required to report to work or may leave work early, the loss of time shall not be charged against the employees' regular pay or leave days. In addition, if the Michigan State Police declares a Red Alert due to severe weather conditions, employees, with the exception of snow removal crews, shall not be required to report to work, and the loss of time shall not be charged against the employees' regular pay or leave days (without loss of pay).
2. If employees covered by the terms of this Agreement are not required to report to work or leave work early in accordance with Section (1) of this provision, and, if notwithstanding the closing of the schools, certain employees are required to report to work, such employees shall be compensated at the rate of two (2) times (double time) their regular hourly rate.
3. In the event school is closed due to adverse weather conditions, and the Superintendent has not determined that the employees covered by the terms of this Agreement are excused from work, certain employees may be excused from work without loss of pay upon the approval of the Director of Operations and Maintenance or his designee if such employees are unable to report to work or are late to work due to the adverse weather conditions. It is the responsibility of the employee to contact the Director of Operations and Maintenance or his designee to obtain permission to remain away from work.

F. POSTING OF NOTICES

The Board agrees to designate a section or portion of a bulletin board in each building which may be used by the Union for the posting of official notices.

G. JURY DUTY

In the event an employee is called to serve on jury duty during the employee's work year, the employee shall cooperate with the school administration in an effort to be excused or released from jury duty. If the employee is unable to be excused or released from jury duty, the employee shall be paid the difference between jury duty pay and the employee's daily rate for each workday that the employee serves on jury duty. To facilitate payment, the employee shall endorse his/her jury duty paycheck to the School District and shall receive his/her regular pay.

H. WRITTEN REPRIMANDS, COMPLAINTS AND WARNINGS AGAINST EMPLOYEES

An employee, or his Union representative, shall receive a copy of all written reprimands, warnings or complaints made against him which are placed in his personnel file, and upon the written request of the employee, said written warning, reprimand or complaint shall be removed from the employee's personnel file after three (3) years from the date thereof, subject to the following conditions:

1. In order to file a written request for the removal of reprimands, warnings or complaints from his personnel file, an employee must not have received a written reprimand, warning or complaint within the above three-year period.
2. Notwithstanding the above, reprimands, warnings or complaints against an employee involving the safety, health and welfare of the employee, other employees and students shall not be eligible for removal from an employee's personnel file, unless the employee has not received a reprimand, warning or complaint involving the safety, health and welfare of the employee, other employees or students within the past fifteen (15) years.

I. GENDER

All pronouns used herein shall be deemed to apply to both the feminine and masculine gender.

J. LICENSE FEES

The School District shall pay the costs of acquiring and maintaining specialized licenses, such as a commercial driver's license, either or a Low Pressure Boiler License or Fraser Schools Boilers Certification or other similar licenses for employees who are required to maintain such a license by the School District as part of the qualifications for their assigned position. Payment by the School District shall be in the form of reimbursement to affected employees who submit proof of payment of the annual renewal fee.

K. RELEASE TIME

A total of ten (10) release days per year shall be granted to the union for the purpose of attending educational conferences and conventions, subject to the following provision.

1. Any unused release days from the total of ten (10) days shall not be cumulative from year to year.
2. No more than two (2) members of the Union may use the above release days on the same day.
3. The Union shall notify the office of the Director of Personnel not less than five (5) calendar days prior to the use of a release day under the terms of this provision.
4. Release days shall not be used during the period two (2) weeks prior to the end of school for students or two (2) weeks prior to the start of school for students, except upon the authorization of the Director of Personnel or his designee.
5. If the President of the Local is from the Operations & Maintenance bargaining unit, he/she shall have a total of ten (10) Union release days per year to attend to Union business involving any of the four Fraser bargaining units in the Local.

L. STUDY COMMITTEE

The Board and the Union hereby agree to establish a Study Committee consisting of two (2) representatives appointed by the Board and two (2) representatives appointed by the Union for the purpose of discussing and reviewing modification of the work schedule to a four (4) day workweek for custodial and maintenance employees during the summer months when school is not in session. The Committee shall make a recommendation concerning the summer work schedule to the Superintendent or his or her designee on or before April 1 of each year. This date may be extended by mutual agreement between the Board representatives and the Union representatives.

M. TUITION REIMBURSEMENT

Employees covered by the terms of this Agreement shall be eligible for tuition reimbursement. Employees seeking tuition reimbursement must be authorized by the Director of Operations and Maintenance to take approved courses related to their employment prior to the start of such courses. The District will pay the cost of tuition up front with the understanding the employee will successfully complete the course in the appropriate time period. If the course is not completed or the employee has not attained a grade of "C" or better, the employee's pay will be garnished to cover the cost of tuition.

N. PHYSICALS

The Board shall reimburse employees for the cost of all routine medical tests that are required for commercial driver's licenses, asbestos abatement licenses and other similar licenses as required for continued employment by the School District.

O. JOB DESCRIPTIONS

The District will provide the Union with a copy of all job descriptions. If the District makes any change in the job descriptions, it will give the Union advance notice thereof, and an opportunity to discuss the change prior to implementation.

P. EMPLOYEE ASSISTANCE PROGRAMS

The Board will supply each employee with information regarding all Employee Assistance Programs (EAP) available at least once a year, and in addition will post information regarding EAP on custodial bulletin boards.

Q. SPECIAL COMMITTEE

A committee consisting of three (3) Union and three (3) management representatives will review the issues of increased employee training, compensatory time, additional staffing levels, special licensing and certificate stipends, increased responsibility stipends at the elementary level (evenings), Junior High (assistant head custodian positions), and High School (assistant head custodian in charge of the pool), and employees' use of sick leave days. This committee shall meet annually until an agreement is reached.

R. COPIES OF AGREEMENT

1. Copies of this Agreement shall be printed at the Board's expense and presented to all employees employed by the board.
2. In addition, the Union shall receive ten (10) copies of the Agreement for their files.
3. Copies of this agreement shall be provided within sixty (60) calendar days of the date of ratification.

ARTICLE 15 - SEVERABILITY

In the event any provision of this Agreement shall be held 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.

ARTICLE 16 – SUCESSOR 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 OF AGREEMENT

This Agreement shall continue in effect for a period of three (3) years, commencing on July 1, 2011, and ending June 30, 2014. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) calendar days nor more than ninety (90) calendar days prior to June 30, 2014. In any event, this Agreement shall not be extended beyond June 30, 2014, except by written consent of the parties.

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 #3846 SUB CHAPTER 12,
OPERATIONS AND MAINTENANCE, AFL-CIO**

Kathie Sherrill
Council 25 Staff Representative

Steve Reid, Local President

Dave Czanstke , Chapter Chairperson

ARTICLE 17 - SALARY SCHEDULES

SALARY SCHEDULE 2011-14

MAINTENANCE EMPLOYEES

0% Wage Increase

Classification	1 Year	Deferred Compensation	2 Years	Deferred Compensation	3 Years	Deferred Compensation
Maintenance	\$16.38	\$1.53	\$16.79	\$1.57	\$17.15	\$1.64
Maintenance Semi Skilled	\$17.41	\$1.64	\$17.83	\$1.68	\$18.17	\$1.70
Maintenance Skilled	\$18.38	\$1.72	\$18.69	\$1.75	\$19.47	\$1.82

Snow Removal Leader - The Snow Removal Leader shall receive \$1.00 per hour in addition to his regular pay while engaged in snow removal duties. (November 1 to March 31)

Grounds Leader – The Grounds Leader shall receive \$1.00 per hour in addition to his regular pay while engaged in Grounds Leader duties (April 1 to October 31)

Maintenance Leader - The Maintenance Leader shall receive \$1.00 per hour in addition to his regular pay.

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

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.

SALARY SCHEDULE 2011-14

OPERATIONAL EMPLOYEES HIRED PRIOR TO 2/3/2010

<u>CLASSIFICATION</u>	0% Wage Increase <u>PER HOUR</u>	<u>DEFERRED COMPENSATION</u>
Custodian	\$16.57	\$1.56
Elementary Head Custodian and Second Assistant Head Custodian, High School	\$17.41	\$1.64
Assistant Head Custodian Junior High School	\$17.82	\$1.67
Assistant Head Custodian High School ⁵	\$18.29	\$1.72
Head Custodian High School and Junior High School	\$19.30	\$1.81
Pool Custodian High School	\$17.28	\$1.63

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

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.

⁵ The Assistant Day Head Custodian at the High School shall receive Three and 50/100 (\$3.50) Dollars per workday based on five (5) workdays per week for performing certain assigned duties in connection with the pool.

SALARY SCHEDULE 2011-14

OPERATIONAL EMPLOYEES HIRED AFTER 2/3/2010

0% Wage Increase

<u>CLASSIFICATION</u>	<u>PER HOUR</u>
Custodian	\$14.50
Elementary Head Custodian and Second Assistant Head Custodian, High School	\$15.24
Assistant Head Custodian Junior High School	\$15.59
Assistant Head Custodian High School ⁶	\$16.01
Head Custodian High School and Junior High School	\$19.30
Pool Custodian High School	\$15.13

Employees hired after 2/3/2010 are required to use direct deposit to receive district pay.

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.

⁶ The Assistant Day Head Custodian at the High School shall receive Three and 50/100 (\$3.50) Dollars per workday based on five (5) workdays per week for performing certain assigned duties in connection with the pool.

BOARD PAID RETIREMENT

The Board shall pay the employees' state retirement contribution to the State School Employees Fund.

SHIFT PREMIUM

Full-time employees working on the second and third shift shall receive a shift premium in addition to their regular pay as follows:

Second Shift - 20¢ per hour

Third Shift - 25¢ per hour

The Board agrees to place employees on the preceding Salary Schedule as follows:

EXPERIENCE

All employees will be placed on the appropriate Salary Schedule in accordance with their qualifications, job classifications and the number of years of experience obtained in the employ of the Board.

Maintenance employees who have accumulated experience outside the employ of the Board in a skilled trade may be allowed credit commensurate with their experience and placed on the Salary Schedule accordingly.

If the District requests an employee to obtain a specialized certificate, associates degree, special license, or other specialized training deemed appropriate by the District, and/or if an employee has acquired a specialized certificate, associates degree, special license, or other specialized training which the District in its judgment determines is directly related to the performance of an employee's job duties, the District may pay the employee up to \$1.00 per hour in addition to the employee's normal hourly rate. Before asking an employee to obtain specialized training, and/or before making a determination to make a wage adjustment as discussed above, the administration will meet and discuss same with the Union. It is understood and agreed that such additional pay shall constitute supplemental pay and shall have no impact upon layoffs or employees' bumping rights.

FLEXIBLE SPENDING ACCOUNTS

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

LONGEVITY PAY

Eligible full-time employees hired prior to 2/3/2010 shall receive longevity pay in accordance with the following schedule:

1. After five (5) years of continuous service to the Board - \$.25 per hour
2. After ten (10) years of continuous service to the Board - \$.30 per hour
3. After fifteen (15) years of continuous service to the Board - \$.35 per hour

Eligible full-time employees hired after 2/3/2010 shall receive longevity pay in accordance with the following schedule:

1. After ten (10) years of continuous service to the Board - \$.30 per hour
2. After fifteen (15) years of continuous service to the Board - \$.35 per hour

The above amounts shall not be cumulative.

SUMMARY OF LETTERS OF INTENT

1. Use of Private Vehicles by Custodial Staff for School Business (Nov. 6, 1973) - Custodial personnel cannot be required to use their personal vehicle to conduct school business (depositing money in the bank, picking up supplies, etc.). However, if this is not seen as an inconvenience or imposition by the custodian, he/she may continue to use his/her vehicle and be reimbursed at the current mileage rate as determined by the Board.
2. Work from Weekend Activity - In the event an employee is assigned to perform work resulting from a weekend activity (Saturday or Sunday) and is not able to complete his normal assigned duties, the employee shall not be reprimanded for his failure to complete his normal duties during his scheduled shift.
3. Position Excluded from Rotational Overtime (Nov. 1, 1978) - One (1) custodial position in the gym area at the high school, in addition to the pool custodian, shall be excluded from the rotational overtime provision of Article 7, Section B, of the Collective Bargaining Agreement. The employee assigned to this excluded position may have four (4) of his regular eight (8) hour workdays scheduled during the week, Monday through Friday, and the fifth (5th) day may be scheduled on Saturday, for which the employee would receive one and one-half (1½) times his regular hourly rate. (This employee's Saturday work time would not be rotated.)
4. Snow Removal Duties - In the event an employee, either on the day shift or night shift, is assigned snow removal duties during his shift and is not able to complete his normal custodial duties during normal working hours, the employee shall not be reprimanded for his failure to complete said duties.
5. Privatization - In the event that the District contracts out the services of the bargaining unit covered by this Agreement which results in the permanent layoff of more than one-quarter of the employees in the unit, the District agrees to negotiate a benefits severance package for the permanently laid off members of the bargaining unit.
6. First Aid Kits - The District agrees to maintain First Aid kits in all buildings and to replenish them as needed. The head Custodian in each building shall be responsible for ordering supplies from the Maintenance Department to ensure the kits are stocked with appropriate supplies.
7. Shift Starting Times - Prior to changing shift times, the Personnel Director and O & M Director will meet with Union representatives to discuss and explore all possibilities regarding the matters causing consideration of the same.
8. Personal Business Days - The circumstances leading up to this letter of understanding are as follows. The parties realized they had a disagreement

concerning the allowable uses of a personal business day in Article 4-A of the 2000-2003 collective bargaining agreement between the Board of Education of the Fraser Public Schools District (hereafter "District") and AFSCME, Council 25, and Local 3846, Operations and Maintenance Chapter (hereafter "Union"). The District maintained that an employee's use of a personal business day was limited only to those situations where the employee had a significant business activity on a workday, during working time, which reasonably could not, for a specific reason, be handled outside of normal working hours. The union maintained that an employee could use a personal business day whenever the employee had personal business on a workday, during working time. The parties have agreed to resolve this disagreement by agreeing to the following for the duration of the contract.

From the date of this agreement through the expiration of the current contract, the Director of Operations & Maintenance shall allow employees to use up to a maximum of five (5) vacation days which the employee has previously earned and accumulated, in groups of two (2) at a time, or just one day at a time, to enable the employee to take paid time off in addition to his or her scheduled vacation time, provided that the employee submits a written request for use of such one or two vacation days at least 48 hours in advance, and provided that the Director of Operations & Maintenance determines that allowing the employee to use the one or two vacation days will not cause a coverage problem. If the Director of Operations & Maintenance determines that granting the employee's request for use of one or two vacation days will cause a coverage problem (i.e., getting the necessary work done), the employee shall not be permitted to use such vacation day (s). It is understood and agreed that use of such days will be based upon a first-come, first-served basis (not seniority). It is further understood and agreed that a maximum of five (5) employees in the bargaining unit shall be permitted to use vacation days at the same time. The other provisions of the contract pertaining to vacation days and the use of such days shall otherwise remain in effect, including but not limited to Article 8, Section 4.g.

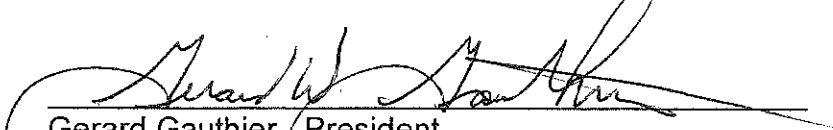
In addition, from the date of this agreement through the expiration of the current contract, the parties agree that personal business days shall be used by employees only for the purpose of handling significant business activities which reasonably cannot, for specific reason, be handled outside of normal working hours. The parties agree that they shall generally use the "honor" system for use of such days, in that employees shall generally not be required to provide the specific nature of their personal business when requesting use of a day. However, employees requesting use of more than one personal business day shall give the specific nature of the personal business when requesting use of such days. In addition, if the Director of Personnel asks the employee for the reason for use of a personal business day, the employee shall be required to give the reason.

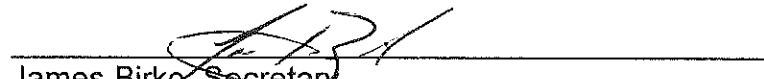
If the District believes that an employee has abused a personal business day, the District may refer the matter to a Union "Leave Review Committee". This Committee, which shall be formed by the Union, shall, upon the request of the

District, investigate and make a finding as to whether the day was properly used as a personal business day. If the Leave Review Committee makes a finding that the day was not properly used as a personal business day, the employee shall instead be charged a vacation day for the time, or if the employee has no vacation days, the employee shall be docked for the day. If the Leave Review Committee finds that an employee has inappropriately used a personal business day on a second occasion, the employee shall be docked a day, and may also be subject to disciplinary action by the administration.

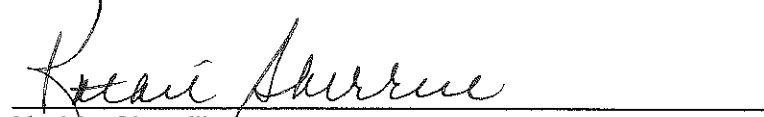
The other provisions of the contract pertaining to personal business days and the use of such days shall otherwise remain in effect.

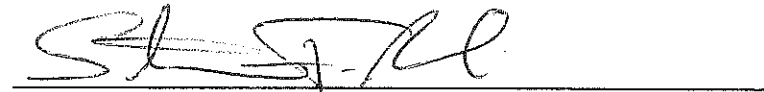
BOARD OF EDUCATION FRASER PUBLIC SCHOOLS DISTRICT


Gerard Gauthier, President


James Birko, Secretary

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
MICHIGAN COUNCIL #25 AND ITS AFFILIATE LOCAL #3846 SUB CHAPTER 12,
OPERATIONS AND MAINTENANCE, AFL-CIO**


Kathie Sherrill
Council 25 Staff Representative


Steve Reid, Local President


Dave Czanstke, Chapter Chairperson

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. 3846,
and effective the same date to deduct from my earnings _____ a
sufficient amount to provide for the regular payment of the
Payroll Period

current rate of monthly union dues, as certified by the union. The amount deducted
shall be paid to the treasurer of Local 3846, of the American Federation of State,
County and Municipal Employees, 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

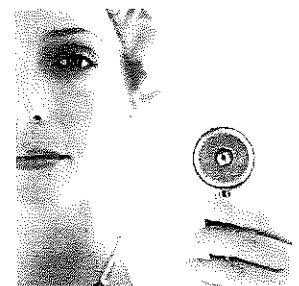
The following pages are intended to be a summary of Benefits. If there is a discrepancy between the summary of benefits and the applicable plan document, the plan document will control.

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, sleep aids, antidepressants and ADHD & ADD stimulants. For a list of the medications this provision 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

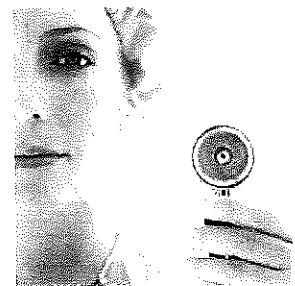
	In-Network Only
Office Visits (Including chiropractic visits)	\$30 Copay
Urgent Care Facility	\$50 Copay
Emergency Room (Copay waived if admitted)	\$100 Copay (after deductible)
Preventive Care	Covered 100%
Diagnostic Services	Covered 80% (after deductible)
In-Patient Hospital	Covered 80% (after deductible)
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

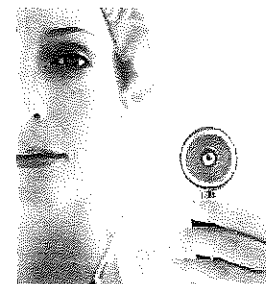
	In-Network Only
Office Visits (Including chiropractic visits)	\$20 Copay
Urgent Care Facility	\$50 Copay
Emergency Room (Copay waived if admitted)	\$100 Copay (after Deductible)
Preventive Care	Covered 100%
Diagnostic Services	Covered 100% (office visit copay may apply)
In-Patient Hospital	Covered 75% (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: Custodian/Mechanic/Sup of Trans, Maint & Operation

Group/Subgroup: 6034-0002

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
80 %	80 %	50 %	80 %
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		\$ 1,000.00 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.

Basic Benefits

Note: There is no network for this plan. You may select any vision provider that you wish to use. Your benefit levels remain the same with any provider.

Examination	80% of R&C (\$55) covered once every 12 months*
Regular Lenses	80% of R&C (\$73) covered once every 12 months*
Bifocal Lenses	80% of R&C (\$84) covered once every 12 months*
Trifocal Lenses	80% of R&C (\$100) covered once every 12 months*
Progressive Lenses	80% of R&C (\$124) covered once every 12 months*
Frame Allowance	80% of R&C limited to \$75.00 once every 12 months*
Contact Lenses	80% of R&C (\$110) covered once every 12 months*

Examinations, frames, and one set of corrective lenses (regular glasses, prescription sunglasses, photogray lenses or contact lenses) will be provided once in a 12 month period, defined as July 1 to June 30 of the following year, for each eligible member of the family.

Additional charges for tint, oversized lenses, blended bifocal, and scratch or anti-glare coatings are not covered.

*R&C means Reasonable and Customary Charge, as determined geographically.

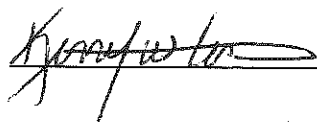
* This amount will be paid toward items and services incurred in connection with your appointment regardless of the amount charged by your provider. The remaining balance is your responsibility.

Monthly Rates until July 1, 2011

LETTER OF AGREEMENT
Between
AFSCME LOCAL 3846.12
And
FRASER PUBLIC SCHOOLS

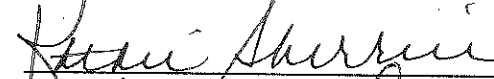
In the event that the District's fund balance falls below two percent (2%) of total appropriated expenditures ("Total expenditures and other financing uses"), or in the event that the District fails to enroll an additional 50 students as of count day in September 2012 or in September 2013 over the previous 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

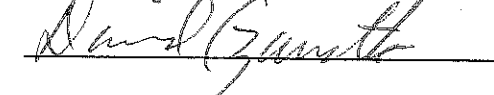


Date

For the Union







Date

