

**July 1, 2019 to July 30, 2022**

**A G R E E M E N T**

**between the**

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

**and the**

**AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL NO. 25  
LOCAL 3846  
SUB CHAPTER 13  
MEDIA TECHNOLOGY ASSISTANTS**

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

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

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

## **ARTICLE 1**

### **A. RECOGNITION**

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

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

### **B. BOARD POWERS**

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

### **C. 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.

### **D. CHAPTER CHAIRPERSONS**

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

#### **E. UNION RELEASE DAYS**

Upon approval of the Director or Human Resources, Chapter Chairpersons 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.

- a. A total of four (4) days per year may be granted to the union for the purpose of attending educational conferences, conventions, and membership meetings subject to the following provisions.
- b. Any unused release days from the total of four (4) days shall not be cumulative from year to year.
- c. No more than one (1) member of the union may use the above release days on the same day.
- d. Union representatives using release time on days they are scheduled for overtime shall be passed over without being charged.
- e. The Union shall request approval from the office of the Director of Human Resources not less than five (5) calendar days prior to the use of a release day under the terms of this provision.
- f. If the President of the Local is from the Media Technology Assistant 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.
- g. The Union will be permitted the use of school facilities and equipment (excluding copy machines) for regular and special business meetings of the Union without charge, provided that the Union makes application and conforms to all established regulations.

#### **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. COPIES OF AGREEMENT**

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

## **ARTICLE 2 - GRIEVANCE PROCEDURE**

- A. **DEFINITION** - A grievance is a complaint about an act or condition, which affects the welfare or working conditions of an employee or group of employees, or a complaint that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. **PROCEDURE** - Problems and grievances shall be presented and adjusted according to the following procedure:

Any employee with a problem or grievance as defined herein may just informally discuss the matter directly or accompanied by a Union representative with his/her Building Principal.

### **Step 1.**

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

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

### **Step 2.**

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

- a. Within ten (10) school days after receipt of the appeal, the Director of Human Resources shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved party.
- b. If a grievance originates at Step 2, it would be appealed to Step 3.

### **Step 3.**

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

Step 4.

If the Union is dissatisfied with the decision of the Superintendent, the Union may appeal the grievance to arbitration within forty-five (45) calendar days after the decision of the Superintendent. The parties shall attempt to mutually agree upon an arbitrator thirty (30) calendar days from the date notice of intent to arbitrate is served. If the parties are unable to agree, then the case shall be filed with the American Arbitration Association. In either case, the parties will be bound by the labor arbitration rules and procedures of the American Arbitration Association. If not submitted, the grievance shall be abandoned. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Superintendent within said forty-five (45) day period. And if not so delivered, the grievance shall be abandoned. The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and he/she shall be subject to in all cases the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitutions of the United States and of the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the functions of the Superintendent in the proper exercise of its judgment and discretion under the law and this Agreement. The decision of the Arbitrator, if within the scope of his authority as above set forth, shall be final and binding. Each party will bear the full cost of its side of the arbitration and will pay one half of the cost for the arbitrator.

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

Any employee may present a grievance for adjustment without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment. If a grievance arises of a general nature, the Union may present such grievance directly to the appropriate step. The time limits specified in this procedure may be extended in any specific instance by mutual written agreement.

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



## **ARTICLE 3 - HOURS**

### **A. REGULAR WORK WEEK**

The regular work week for full-time employees at the Elementary Buildings shall consist of thirty-eight and three quarter (38.75) hours per week. The regular work week for full-time employees at the Middle School and High School shall consist of forty (40) hours per week. The District shall have the option to change the work week as needed with reasonable notice (this may vary with buildings and with various time of the school year). Except in extenuating circumstances beyond the control of the Board, employees shall be notified in writing of their anticipated return date for the following school year prior to the end of the current school year.

### **SUMMER WORK**

In the event work needs to be performed encompassing a job related duty of bargaining unit members covered by this Agreement, the employees shall be offered to perform the assigned work. The employees must be offered the work by seniority on a rotational basis so that each employee will have an opportunity to work the summer hours. Those employees who do not want to work the summer hours may refuse. The Union will maintain the rotational list and provide it to Management. If no employees accept the assigned work, the work may be offered to employees outside of the bargaining unit.

### **B. OVERTIME**

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

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

### **C. LUNCH AND RELIEF PERIODS**

Employees shall be entitled to a thirty (30) minute unpaid and duty-free lunch period, which shall not be included in the employee's regular workday. Employees shall receive a paid relief period of fifteen (15) minutes in the morning and afternoon of each working day. Upon the approval of the Building Principal, the two fifteen (15) minute relief periods may be combined with the half-hour (1/2) lunch period to provide a one (1) hour lunch.

### **D. CONFERENCE TIME**

Those employees who are scheduled to work an on-site single night time school function (i.e. parent-teacher conference) will be given a day off in lieu of during the school year as determined by the District calendar. The District will communicate that information as soon as practical after the annual district calendar has been approved.

**E. SCHOOL CLOSING DUE TO WEATHER OR OTHER REASONS BEYOND THE DISTRICTS CONTROL**

On a day school is cancelled:

The District will provide compensation for the equivalent of the first two (2) occurrences of school being cancelled.

Beginning the third occurrence of school being cancelled, and for each occurrence thereafter, all members will be compensated by using a sick day if available, if not available, a vacation day if available and if no sick or vacation days are available the member will be docked for the occurrence.

If the state requires a school cancellation day to be rescheduled as a make-up day for students, and if such rescheduling results in an extension of the employees' regular work year, bargaining unit members shall work such days and at no additional compensation. Additionally, the previously deducted sick or vacation day will be restored to their appropriate bank. If the member was docked an additional occurrence of school being cancelled after the first two (2) and works the days rescheduled, they will be compensated for those days.

**ARTICLE 4 - 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.

**2. Posting of Vacancies**

The Board shall give written notice to the President and 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 at least seven (7) workdays prior to the filling of the vacancy. The President and Chapter Chairperson shall sign a receipt or otherwise acknowledge by electronic confirmation that he/she has received the above notices for posting. Employees shall apply for the vacancy within the said seven (7) work day period. Except in extenuating circumstances, the Director of Human Resources or his/her designee shall notify the President and Chapter Chairperson within ten (10) work 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 by the Director of Technology. Except in extenuating circumstances, the successful candidate shall be placed in the vacancy within thirty (30) calendar days after the original posting date.

### **3. Filling of Vacancies**

- a. In filling vacancies as defined above, the Board shall first consider seniority, qualifications and records of the employees presently employed by the district.
- b. If a vacancy is filled which is considered a promotion, the employee granted the promotions shall have twenty (20) work days trial period to determine:
  1. His/her desire to remain on the job.
  2. His/her ability to perform the job.

During the trial period the employee shall receive the rate of pay for the job he/she is performing. The employee shall have the right to revert to his/her former position within the same building classification if he/she so desires during the trial period.

The Board shall have the right to revert the employee to his/her former position within the same building of the classification in the event the employee is unsatisfactory.

In such event the Board shall submit a written statement to the employee, Union President, Chapter Chairperson and Chief Steward its of dissatisfaction with the employee. The Union and Management shall sit down and discuss the intent to revert the employee prior to it taking place.

### **B. UNREQUESTED TRANSFERS**

Prior to an employee being transferred within the School District, the employee, shall have a personal conference with the Director of Human Resources 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 reason for the transfer. Unrequested transfers shall only be made in order to meet the needs of the School District and/or promote efficiency. Transfers shall not be made for disciplinary reasons.

### **C. 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 as long as the emergency exists or until the vacancy has been permanently filled, subject to the following provisions:

- a. Temporary transfers to a vacancy caused by illness or disability of an employee shall not exceed one hundred eighty (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.
- d. This provision does not obligate the Board to fill vacancies and any such vacant position may be terminated or eliminated by the Board upon notification to the Union at the expiration of temporary transfer.
- e. Temporary transfers shall be made upon a seniority basis.

## **ARTICLE 5 - SENIORITY**

### **A. DEFINITION**

Seniority is an employee's position relative to all other employees in the same job classification determined by his/her continuous length of service to the School District.

### **B. PROBATIONARY EMPLOYEES**

1. New employees hired in the unit shall be considered probationary employees for ninety (90) work days of their regular employment and shall be treated as regular employees for salary purposes only.
2. Probationary employees shall not be entitled to seniority status.
3. Probationary periods may be extended by mutual agreement between the Union and the School Board.
4. When an employee completes the probationary period, he/she shall be entered on the seniority list of the job classification, and if he/she has been continuously employed by the Board, he/she shall rank for seniority from the first day of the last date of hire.
5. Probationary employees may be discharged any time during their probationary period without recourse, at will, at the sole discretion of the Board.

### **C. SENIORITY LIST**

The seniority list will be furnished to the Union upon request and will list all employees by classification, name and seniority date/rank. Sufficient copies will be furnished to permit posting in all schools and shop areas.

### **D. LOSS OF SENIORITY**

An employee shall lose his/her seniority for the following reasons:

- a. He/she quits.
- b. He/she is discharged, and the discharge is not reversed.
- c. He/she is absent for three (3) consecutive working days without notifying the Board or giving satisfactory reasons to the Board for such absence.

- d. He/she does not return from sick leave or a leave of absence, without notifying the Board or giving satisfactory reasons to the Board for such absence.
- e. He/she gives a false reason for a leave of absence or engages in other employment during such leave or falsifies his/her employment application.
- f. He/she retires.

**E. SENIORITY OF UNION OFFICERS**

Notwithstanding their position on the seniority list, the President of the Union if in the Media Technology Assistant's bargaining unit and Chapter Chairperson (not to exceed one [1]) 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.

**ARTICLE 6 - LAYOFF**

**A. DEFINITION**

The word "layoff" means a reduction in the work 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:

1. Temporary employees performing bargaining unit work;
2. Probationary employees in the classification or classifications affected by the layoff;
3. Seniority employees in reverse order as their names appear on the seniority list within the respective classification or classifications affected by the layoff.

In the event of a layoff, student helpers, cooperative education students, and any other student aids or non-regularly employed temporary or substitute personnel will not be used to supplant bargaining unit members. This layoff procedure shall not apply to normal break periods when school is not in session and when certain employees are not scheduled to work during such periods and shall be subject to the following:

An employee who has been laid off from his/her classification shall be eligible to displace the lowest seniority employee in the same, or the next lower classification (based upon comparative wage rates for each classification, which the employee is qualified to perform. 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.

**C. NOTIFICATION OF LAYOFF**

1. A list of the employees being laid off shall be furnished to the President and Chapter Chairperson twenty (20) workdays prior to the effective date of the layoff. At this time the parties can discuss alternatives regarding the positions

of employees who are on medical leaves of absence.

2. Employees to be laid off for an indefinite period of time shall be given at least fourteen (14) workday notice of layoff.
3. This notification shall not be required for employees who are displaced as a result of a layoff.

## **ARTICLE 7 - RECALL**

- A. When the working force is increased after a layoff, employees will be recalled according to seniority and the employee's qualification to perform the work. The District also agrees to recall a qualified employee to a position that is reasonably known to be vacant for sixty (60) calendar days due to an employee's illness or disability. Notice of recall shall be sent to the employee at his/her last known address and by personal phone call. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall be considered to have voluntarily resigned his/her employment with the School District. It shall be the responsibility of the employee to notify the office of the Director of Human Resources of all changes in his/her address.
- B. Employees who have been laid off shall not accrue seniority during the period of the layoff.
- C. Employees who have been laid off shall be eligible for recall for a period of two (2) years or a period equal in length to their accumulated seniority with the School District, whichever period is greater. Upon the expiration of the applicable time period, the laid-off employee shall not be subject to recall by the School District.

## **ARTICLE 8 - GENERAL PROVISIONS**

### **A. GENERAL**

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

## **B. EVALUATION**

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

## **C. WRITTEN REPRIMANDS AND WRITTEN WARNINGS**

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

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

## **D. WORKERS' COMPENSATION**

All employees who are injured in the performance of their duties for the Board shall be compensated as provided by the Michigan Worker's Compensation Act. The Board agrees to pay the difference between the amount an Employee receives under the Michigan Worker's Compensation Act and her regular salary, not to exceed the number of the employee's accumulated sick leave days. An employee's sick leave day accumulation shall be charged for the amount of time necessary to make up the difference on a pro rata basis. Employees receiving worker's compensation benefits shall be subject to the provisions of Article 9, Section B, 1, a entitled "Medical Leave of Absence."

## **E. IN-SERVICE**

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

## **F. NEW OR REVISED JOB CLASSIFICATIONS**

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

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

## **ARTICLE 9 - PROVISIONS FOR LEAVES OF ABSENCE**

### **A. LEAVE DAYS**

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

Employees shall furnish a medical certificate documenting the use of leave days for reasons of illness after three (3) or more consecutive workdays of illness. In case of suspected abuse of leave days, a pattern of absenteeism and/or excessive absenteeism, employees shall furnish a medical certificate documenting the use of leave days used for reasons of personal illness upon request of the Building Principal or Director Human Resources, and, in such cases, the three (3) consecutive workday period shall not apply.

3. Any unused leave days as of June 30th of each year, shall be accumulated in the employee's accumulated leave day bank, which in no event shall exceed one hundred (120) leave days. The days in the accumulated leave day bank shall be used by the employee only for the reason of personal illness, but not for any other reason, except as stated in paragraph (4) of this section.



4. Bargaining unit members who have accumulated not less than one hundred twenty (120) leave days may accumulate up to an additional thirty (30) leave days over the one hundred twenty (120) leave days subject to the following conditions:

- a. Bargaining unit members shall be eligible to use the additional accumulated leave days up to a maximum of thirty (30) if they have exhausted their total accumulated leave days of one hundred twenty (120) days, have been ill or disabled for a period of not less than one (1) year and have returned to a bargaining unit position with the School District.
- b. Upon returning to employment with the School District, as provided in paragraph (a) above, a member of the bargaining unit may use the additional accumulated up to a maximum of thirty (30) for illness or disability purposes only.

## **B. LEAVE OF ABSENCE**

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

### **1. Reasons**

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

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

## **2. Leave of Absence Request**

Employees who have been ill or disabled and have exhausted their sick days shall apply for a medical leave of absence within thirty (30) calendar days. A physician's statement shall be submitted with the application for medical leave of absence indicating the nature of the illness, the medical reasons for the leave of absence and expected return date. Requests for all other types of leave of absence shall be made in writing to the Board. 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) work 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 leave days must be used where applicable, and such paid leave days shall be counted and included in calculating the employee's entitlement for employer-paid medical insurance benefits. The period of entitlement to FMLA benefits shall be based on a rolling 12-month period.

## **3. Pay**

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

## **4. Seniority**

During a leave of absence for family medical care, or personal illness or medical disability, or personal business, or union office, an employee shall accrue seniority and shall retain all seniority acquired prior to the date the leave of absence commences. During a leave of absence for military leave or workers compensation disability, the employee shall accrue full seniority for the length of the absence.

## **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 and provide a medical as soon as the medical release is available.

An employee returning to work from a leave of absence for personal illness or medical disability shall submit a physician's statement indicating the employee's ability to return to work and perform employee's regular work duties (with or without restrictions).

The employee's right to return to work shall be subject to the following and also subject to the provisions of the "Layoff" article. Any employee who fails to return to work, or to provide the notices required herein, shall be deemed to have resigned and to have terminated employment with the school district, unless an extension of the leave of absence has been granted.

## **6. Extension of a Leave of Absence**

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

## **7. General**

In the event that an employee gives a false reason for a leave of absence or engages in other employment during such leave which has not been approved by the Director of Human Resources (unless on a leave of absence for this purpose), the employee shall lose all accrued seniority and shall be deemed to have terminated employment with the School District.

## **C. BEREAVEMENT**

Employees shall be granted up to five (5) workdays without loss of pay or use of sick days to attend a funeral for a death in the employee's or his or her spouse's immediate family (child(ren), parent, brother, sister, step-parents, daughter-in-law, son-in-law, half-brother, half-sister, grandmother, grandfather, grandchildren, or other relative residing in the employee's household). Documentation of the employee's attendance at the funeral of the death of a family member must be provided if requested by the Director of Human Resources.

## **D. JURY OR WITNESS DUTY**

In the event an employee is called to serve on jury duty during the employee's work year, the employee shall be paid their daily rate for each workday that the employee serves on jury duty. To facilitate payment, the employee shall endorse his/her jury duty paycheck to the School District and shall receive his/her regular pay.

## **E. GENERAL**

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

## **F. PERSONAL BUSINESS**

In the event that an employee must be absent from work for reasons of compelling personal business that cannot be accomplished outside normal work hours, such as mortgage closings, subpoenaed to be in court, etc. then the employee may use 2 personal illness days for personal business per year. Should the personal business exceed 2 days, a request can be made to the Director of Human Resources to use sick day(s) to cover such absence(s).

## **ARTICLE 10 - PAID HOLIDAYS**

All employees who have worked the full, regularly scheduled, straight-time workday immediately preceding and immediately subsequent to the following holidays, and who would otherwise have been scheduled to work on said day if it had not been observed as a holiday, shall be paid at their regular hourly rate based upon their normally scheduled number of hours for a regular work day for:

1. Labor Day
2. Thanksgiving Day
3. Day After Thanksgiving
4. Christmas Eve Day
5. Christmas Day
6. One floating holiday during the Christmas break
7. New Year's Eve Day
8. New Year's Day
9. Good Friday
10. Memorial Day

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

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.

If an employee is required to work on any of the above holidays he/she will receive his/her holiday pay, plus double time for all hours worked.

## **ARTICLE 11 - PAID VACATIONS**

Each full-time employee shall receive five (5) vacation days added to their annual salary calculation. Vacation cannot be carried over year-to-year and there is no payout of vacation time at termination.

## **ARTICLE 12 - INSURANCES**

A. **MEDICAL INSURANCE** - All employees covered by this Agreement shall be eligible to receive medical insurance benefits for employee only coverage by choosing either:

1. Blue Cross / Blue Shield PPO
2. Blue Care Network HMO 10 Core
3. Blue Care Network HMO 10 Buy-up
4. Blue Cross Blue Shield Simply Blue HAS 6350 Bronze Plan

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

B. **INSURANCE WAIVER OPTION** - Any employee who has medical insurance from some other source who elects not to receive medical insurance benefits in accordance with provisions within this Article shall be eligible to receive compensation. An employee waiving medical insurance coverage hereunder shall provide the District with proof of insurance. In the event that the number of employees electing not to receive medical benefits is either 3 or 4, the amount of the insurance waiver option shall be \$1,000 annually. If the number exceeds 4 for purposes of this provision, the amount of the insurance waiver option shall be \$1,500 annually. The number of employees eligible for the insurance waiver option shall be determined as of December 1 of each school year. The amount of the insurance waiver option shall be in effect for 12 months. Employees selecting the medical insurance waiver option may not elect to receive medical insurance benefits during the 12-month period, unless the employee's medical coverage is discontinued, and the election shall be subject to the applicable requirements contained in the insurance policy.

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

- D. VISION INSURANCE - The Board agrees to provide a group vision program for the employee only coverage and employees taking such coverage shall pay ten percent (10%) of the monthly premium cost. New members shall be eligible for coverage from the first day of month following their start date. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.
- E. LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) - The Board agrees to provide a group life and AD&D insurance policy in the face amount of Thirty-Five Thousand (\$35,000) Dollars per employee. Employees taking such coverage shall pay a prorated amount for less than full time of the applicable monthly premium cost. New members shall be eligible for coverage from the first day of month following their start date. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.
- F. LONG-TERM DISABILITY - The Board agrees to a group long-term disability plan which pays sixty-six and two-thirds (66 2/3%) percent of an employee's pay after one hundred eighty (180) calendar days of disability to age sixty-five (65), subject to the terms of the policy. Employees taking such coverage shall pay a prorated amount for less than full time of the applicable monthly premium cost. New members shall be eligible for coverage from the first day of month following their start date. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.
- G. FLEXIBLE SPENDING ACCOUNTS - The District agrees to provide a voluntary enrollment in Flexible Spending Accounts, providing all bargaining unit members an opportunity to pay for medical expenses not covered by insurance and/or childcare expenses with pre-tax dollars. New members shall be eligible for coverage from the first day of month following their start date. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.
- H. BENEFIT PLAN INFORMATION - All benefit plan information will be provided during open enrollment each year and also posted on the District Website
- I. CONTINUITY OF COVERAGE - The Board's contributions shall continue for twelve (12) full months, except as otherwise provided herein.
- J. EMPLOYEE CONTRIBUTIONS - All employee contributions toward benefits shall be in pre-tax dollars.
- K. COST SHARING CALCULATION - All employee cost sharing calculations are prorated based on the employees FTE (Full Time Equivalent) status.

## **ARTICLE 13 - DURATION OF AGREEMENT AND SUCCESSOR**

This Agreement shall continue in effect for a period of three (3) year commencing July 1, 2019 and ending June 30, 2022.

### **SUCCESSOR CLAUSE**

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

## **ARTICLE 14 - SALARY SCHEDULE**

The hourly pay rates are as follows:

Term:  
July 1, 2019 – December 31, 2020

Base Pay Rate:  
\$15.13

### **LONGEVITY PAY**


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

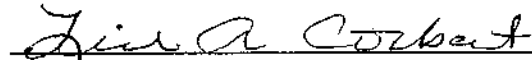
1. After five (5) years of continuous service to the Board = 10¢ per hour
2. After ten (10) years of continuous service to the Board = 15¢ per hour
3. After fifteen (15) years of continuous service to the Board = 20¢ per hour

The above amounts shall not be cumulative.


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

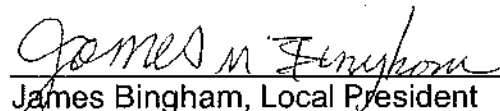
**BOARD OF EDUCATION FRASER PUBLIC SCHOOLS DISTRICT**


  
\_\_\_\_\_  
Laura Edghill, President

  
\_\_\_\_\_  
Linda Corbat, Secretary

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

  
\_\_\_\_\_  
Ronda Trowse, Council 25 Staff Representative

  
\_\_\_\_\_  
James Bingham, Local President

  
\_\_\_\_\_  
Janet Kijek, Steward

