

**JULY 1, 2019 to JUNE 30, 2022**

**AGREEMENT**

**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**

---

## **TABLE OF CONTENTS**

<b>ARTICLE 1</b>	<b>1</b>
A. Union Recognition	1
B. Discrimination	1
C. Stewards	1
D. Board Powers	1
<b>ARTICLE 2 – INSURANCE BENEFITS</b>	<b>2</b>
Medical Insurance	2
Insurance Waiver Option	2
Dental Insurance	2
Vision Insurance	2
Life Insurance and Accidental Death and Dismemberment (AD&D)	2
Long-Term Disability	2
Flexible Spending Accounts	2
Benefit Plan Information	2
Continuity of Coverage	3
Employee Contributions	3
Cost Sharing Calculation	3
<b>ARTICLE 3 – LEAVES OF ABSENCE</b>	<b>3</b>
A. Leave Days	3
1. Accumulation	3
2. Sick Leave Days	3
B. Personal Business Days	3
C. Leave of Absence	4
1. Reason	4
2. Leave of Absence Request	4
3. Pay and Insurance Benefits	5
4. Seniority	6
5. Return to Work from Leave of Absence	6
a. Leave of Absence for Personal Illness or Medical Disability	6
b. Leave of Absence for Family Medical Care	6
c. Leave of Absence for Personal Business or Being Elected to a Union Office	7
d. Leave of Absence for Worker's Compensation Disability	7
e. Leave of Absence for Military Service	7
6. Vacant Positions Due to Leave of Absence	7
7. Extension of a Leave of Absence	7
8. Falsification of Leave of Absence	8
D. Bereavement	8
E. Jury Duty	8
F. Eligibility	8
<b>ARTICLE 4 – RETIREMENT AND DEATH</b>	<b>8</b>
Retirement Contribution	8
Other Termination	10
<b>ARTICLE 5 – GRIEVANCE PROCEDURE</b>	<b>10</b>
Definition	10
Procedure	10

Step 1 .....	10
Step 2 .....	10
Step 3 .....	10
Step 4 .....	11
Discharge – Suspension Grievance .....	11
<b>ARTICLE 6 – HOURS .....</b>	<b>12</b>
A. Regular .....	12
B. Summer Hours.....	12
C. Shift Starting Times .....	12
D. Overtime .....	12
E. Overtime List .....	13
F. Call-In Pay .....	14
G. Shift Overlap .....	15
H. Stand-By Pay .....	15
<b>ARTICLE 7 – PAID VACATIONS .....</b>	<b>15</b>
<b>ARTICLE 8 – PAID HOLIDAYS.....</b>	<b>16</b>
<b>ARTICLE 9 – SENIORITY.....</b>	<b>17</b>
A. Seniority .....	17
B. Probationary Employees .....	17
C. Seniority List .....	17
D. Loss of Seniority .....	17
E. Seniority of Stewards .....	18
<b>ARTICLE 10 – LAYOFF .....</b>	<b>18</b>
A. Definition .....	18
B. Order of Reduction.....	18
1. Operational Employees Group Classification .....	18
2. Maintenance Employees Group Classification .....	19
C. Notification of Layoff .....	19
D. Miscellaneous Provision .....	19
<b>ARTICLE 11 – RECALL .....</b>	<b>20</b>
<b>ARTICLE 12 – VACANCIES AND TRANSFERS .....</b>	<b>20</b>
A. Vacancies .....	20
1. Posting of Vacancies .....	21
2. Filling of Vacancies .....	21
3. Non-Bargaining Unit Promotion .....	22
B. Transfers .....	22
Unrequested Transfers .....	22
Temporary Transfers .....	22
<b>ARTICLE 13 – VETERANS .....</b>	<b>23</b>
<b>ARTICLE 14 – MISCELLANEOUS PROVISIONS .....</b>	<b>23</b>
A. Worker's Compensation .....	23
B. Uniforms .....	23

C. Coffee Breaks .....	24
D. Lunch Break .....	24
E. Inclement Weather .....	24
F. Posting of Notices .....	25
G. Written Reprimands, Complaints and Warnings Against Employees .....	25
H. Gender .....	25
I. License Fees .....	25
J. Release Time .....	25
K. Tuition Reimbursement .....	26
L. Physicals .....	26
M. Job Descriptions .....	26
N. Employee Assistance Programs .....	26
O. Copies of Agreement .....	26
P. First Aid Kits .....	27
Q. Job Shadowing .....	27
 <b>ARTICLE 15 - SEVERABILITY .....</b>	 <b>27</b>
 <b>ARTICLE 16 – SUCCESSOR AND DURATION OF AGREEMENT .....</b>	 <b>27</b>
Successor .....	27
Duration of Agreement .....	27
 <b>Signature Page .....</b>	 <b>28</b>
 <b>ARTICLE 17 – SALARY SCHEDULES .....</b>	 <b>29</b>
Experience .....	31
Shift Premium .....	31
Longevity Pay .....	31

**THIS AGREEMENT**, entered into 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 supervisors and all others.

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.

The group classifications are as follows:

- Maintenance Employees
- Custodial Employees Day Shift
- Custodial Employees Afternoon Shift

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

### **D. 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. Further, this clause is subject to the provisions of the Grievance Procedure as set forth in this Agreement.

## **ARTICLE 2 – INSURANCE BENEFITS**

**MEDICAL INSURANCE** - All employees covered by this Agreement shall be eligible to receive either the Blue Cross Blue Shield PPO, Blue Care Network HMO 10 Core, Blue Care Network HMO 10 Buy-up medical insurance plan for the employee, spouse and their dependents. Employees taking such coverage shall pay, as decided by the Board in compliance with current law, the applicable monthly premium cost. The parties agree that the carriers may be changed but the benefit levels will remain equivalent. New members shall be eligible for coverage from the first day of work.

**INSURANCE WAIVER OPTION** - In the event an employee is eligible for the cafeteria plan and is covered by, or who is eligible to be covered by, another employer-paid medical insurance plan substantially similar to that provided through the cafeteria plan, then the employee is not eligible to receive any of the medical insurance options in the cafeteria plan, but is automatically enrolled in the non-insurance option in the cafeteria plan shall, upon completion of the appropriate forms, be provided a \$1,000 annual cash payment.

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

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

**LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)** - The Board agrees to provide and pay the full cost of a group life and ad&d insurance policy in the face amount of Forty Thousand (\$40,000) Dollars per employee. The parties agree that the carriers may be changed but the benefit levels will remain equivalent. New members shall be eligible for coverage from the first day of month following their start date.

**LONG-TERM DISABILITY** - The Board agrees to provide and pay the full cost of a group long-term disability plan which pays sixty-six and two-thirds (66 2/3%) percent of an employee's pay after one hundred eighty (180) calendar days of disability to age sixty-five (65), subject to the terms of the policy. The parties agree that the carriers may be changed but the benefit levels will remain equivalent. New members shall be eligible for coverage from the first day of month following their start date.

**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.

**BENEFIT PLAN INFORMATION** – All benefit plan information will be provided during open enrollment each year and also posted on the District Website.

**CONTINUITY OF COVERAGE** - The Board's contributions shall continue for twelve (12) full months, except as otherwise provided herein.

**EMPLOYEE CONTRIBUTIONS** - All employee contributions toward benefits shall be in pre-tax dollars via payroll deductions.

**COST SHARING CALCULATION** - All employee cost sharing calculations are prorated based on the employees FTE (Full Time Equivalent) status.

## **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). Employees shall give advance notice as early as possible 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 for 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, Maintenance and Transportation, and, in such cases, the three (3) consecutive workday period shall not apply.

### **B. PERSONAL BUSINESS DAYS**

1. Personal business shall constitute events, appointment, or obligations of a business or family nature that cannot be accommodated or scheduled at a time outside the regular workday. Five (5) leave days per year may be used for personal business from the Employee's leave day bank. Personal business days require approval of the Director of Operations, Maintenance and Transportation. 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, Maintenance and Transportation 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 30<sup>th</sup> 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 4, 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. 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) 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.

It is understood and agreed that for purposes of the Family Medical Leave Act (FMLA), employee paid sick/personal leave days must be used, 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 medical, dental, vision, 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 medical, dental, vision, 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 medical insurance coverage in accordance with applicable the Family Medical Leave Act (FMLA).

- b. An employee on a leave of absence for family medical care shall continue to receive insurance coverage in accordance with applicable law (FMLA). An employee on this type of leave of absence shall have the option of continuing medical, dental, vision, LTD and life insurance for up to one (1) year thereafter, subject to the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.
- c. An employee on a personal business leave of absence shall continue to receive medical, dental, vision, LTD and life insurance coverage until the end of the month in which the leave becomes effective. An employee on this type of leave of absence shall have the option of continuing medical, dental, vision, LTD and life insurance coverage insurance for up to one (1) year, subject to the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.

- d. An employee on a leave of absence for being elected to union office shall have the option of continuing medical care insurance for up to one (1) year, subject to the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.
- e. An employee on a leave of absence for workers compensation related disability shall continue to receive medical, dental, vision, LTD and life insurance coverage on the same basis as if he/she were working for up to 180 calendar days. The employee has the option of using fractional sick leave days to supplement workers compensation payments received to the extent necessary to generate the employee's normal rate of pay. The employee shall also have the option of continuing medical, dental, vision, LTD and life insurance coverage for up to one (1) year, subject to the terms of the appropriate insurance companies. If coverage is extended, the employee shall pay the full amount of the premiums for such coverage as they become due.
- f. An employee on a leave of absence for military service shall be paid medical, dental, vision, LTD and life insurance coverage in accordance with governing federal law.

#### **4. Seniority**

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

#### **5. Return to Work from Leave of Absence**

An employee returning to work after a medical leave of absence shall notify the Board of the employee's intent to return as soon as the medical release is available. 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.

- a. Leave of Absence for Personal Illness or Medical Disability - An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal illness or medical disability who has provided notice of intent to return, shall be entitled to return to the original position within the same building within his former classification 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 the original position within the same building within his former classification 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 the original position within the same building within his former classification 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.

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.

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.

#### **6. Vacant Positions Due to Leave of Absence**

After an employee is on a leave of absence in accordance with this provision, the employee's position shall be filled by posting within fourteen (14) work days and filled within twenty-one (21) work days by:

- a. First, the transfer or promotion of a qualified bargaining unit member to fill the vacant position during the leave of absence as specified in Vacancies and Transfers.
- b. Second, a temporary substitute or
- c. 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.

**8. Falsification of Leave of Absence**

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, the employee shall lose all accrued seniority and shall be deemed to have terminated employment with the School District.

**D. BEREAVEMENT**

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

**E. JURY 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.

**F. 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**

**RETIREMENT CONTRIBUTION**

The Board agrees to pay the employees' state retirement contribution to the Michigan Public School Employees Retirement Service (MPERS).

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.

1. 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 ( $12 \times .75 \times \text{substitute rate} = \$$ ).
2. 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 ( $24 \times .75 \times \text{substitute rate} = \$$ ),
3. and so on for employees with less than ten (10) years of service.
4. 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 at the next pay period absent extenuating circumstances.

The District shall pay up to the next \$5,000, if due, in the following January.

If any more money is due, the District shall pay it in increments of \$5,000 each year in the last pay period 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 4, 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.

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

**OTHER TERMINATION** – Any termination of employment other than that resulting from retirement (MPSERS) or death, shall not result in any payment under this Article.

## **ARTICLE 5- GRIEVANCE PROCEDURE**

### **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.

### **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, Maintenance and Transportation within five (5) workdays<sup>1</sup> following the occurrence, which is the basis of the grievance.

Within five (5) workdays after receipt of the written grievance, the Director of Operations, Maintenance and Transportation 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 Human Resources. The appeal must be in writing and must include a statement of the grievance and the reply of the Director of Operations, Maintenance and Transportation.

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

#### **Step 3**

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

Within thirty (30) workdays after receiving an appeal, the Superintendent 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

---

<sup>1</sup> "Workdays" as used herein shall exclude weekend days and holidays.

Superintendent shall communicate its decision, in writing, together with the supporting reasons, to the aggrieved party.

**Step 4**

If the Union is dissatisfied with the decision of the Superintendent, the Union may appeal the grievance to arbitration within twenty (20) workdays after the decision of the Superintendent. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Superintendent 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.

**a. 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 Human Resources, 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 Human Resources. 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.

### **B. 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, Maintenance and Transportation 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.

### **C. SHIFT STARTING TIMES**

Prior to changing shift times, the Director of Operations Maintenance and Transportation will meet with Union representatives to discuss and explore all possibilities regarding the matters causing consideration of the same.

### **D. 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. Any hours worked on Sundays shall be compensated for at the rate of two (2) times (double time) the regular hourly rate.

For the Pool Custodian and Gym Custodian on midnights, 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

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. 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.

## **E. OVERTIME LIST**

- a) A list of cumulative overtime hours shall be maintained by the Head Custodian within his/her building. A District Wide overtime list shall be maintained for purposes of calling a custodial employee to work overtime outside of their building. This cumulative overtime hours list shall be maintained by the Chapter Chairperson and/or Steward and posted at all sites and shall be revised as overtime is worked.
- b) The list shall run continuously and at the end of one (1) school 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 E below).
- e) Overtime refused because of vacations, personal business, union business, funeral days, District-paid in-services, conferences, schooling, and government duty 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. Custodial overtime with less than twelve (12) hours notice shall not be chargeable if refused. Any overtime actually worked will be chargeable hours.
- f) An employee will be charged for overtime if he declines to work, except if he/she 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, 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 and 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 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).
- j) An employee who calls in sick on a day when he has accepted overtime will not be allowed to work and he will be charged for the time he was unable to work (except as stated in subsection E and N). 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).
- k) If the entire Union bargaining unit have either accepted or refused overtime and the District still needs to fill openings, the people affected by subsections G and L will be given an opportunity to work. If overtime still cannot be filled because it is refused by all bargaining unit members, a substitute may be called to work.
- l) 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.
- m) 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 (rotational overtime will not apply in this circumstance). The employee(s) will be charged for all hours worked or refused.
- n) One (1) custodial position in the gym area at the high school and one (1) pool custodian shall be excluded from the rotational overtime. 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 (5<sup>th</sup>) 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.)

#### **F. 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. 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.<sup>1</sup>

#### **G. SHIFT OVERLAP**

For purposes of reviewing and coordinating the work in school buildings, the Director of Operations, Maintenance and Transportation 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 the 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.

#### **H. 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/her 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.<sup>2</sup> 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.

### **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 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.** All employees must submit a request for vacation in writing at least two (2) weeks prior to their requested time off. Management will review such requests in the order they are

---

<sup>2</sup> 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.

<sup>2</sup> 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.

received and taking into account seniority and the running of the district. Management will reply in writing approvals and reason for denials.

- D. Management will not approve any unpaid vacations. Those employee that still take the requested time off will be disciplined up to and including termination.
- E. 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, Maintenance and Transportation by first the temporary transfer of an existing employee or second by a substitute or third by the modification of work assignments. The Director shall not be required to fill the position.
- F. Vacations taken during the school year shall not interfere with the efficient operation of the School District.
- G. By May 1<sup>st</sup> of each year employees must submit a request in writing to be paid for up to five (5) days vacation pay in lieu of time off provided the employee requests the same and District grants the request.
- 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 31. Failure to use vacation by July 31 will result in the loss of the remaining days left.
- I. Any employee resigning his/her employment with the School District shall be entitled to vacation pay for all accrued and unused vacation days.

## **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:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Friday following Thanksgiving Day
5. Christmas Eve Day
6. Christmas Day
7. One floating holiday during the Christmas break
8. New Year's Eve Day
9. New Year's Day
10. President's Day
11. Good Friday
12. 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.

## **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, seniority rank, building. 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/she quits.
2. He/she is discharged and the discharge is not reversed.
3. He/she is absent for three (3) consecutive workdays without notifying the Board or giving satisfactory reasons to the Board for such absence.
4. 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.
5. He/she gives a false reason for a leave of absence or engages in other employment during such leave.

6. He/she 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.

**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;<sup>3</sup> 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 Article 17 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 Article 17 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.

---

<sup>3</sup> 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 Article 17 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 Article 17 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**

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 bumped or displaced as a result of a layoff.

## **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/her last known address by mail and personal phone call. 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

## **1. Posting of Vacancies**

The Board shall give written notice to the Chapter Chairperson of vacancies as defined above. 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 acknowledge receipt that he/she 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 Human Resources 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.

## **2. Filling of Vacancies**

In filling vacancies as defined above, the Board shall consider the seniority, qualifications and records of the employees presently employed by the District.

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.

- A. 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.
- B. 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.
- C. 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.
- D. If a vacancy is filled which is considered a promotion, the employee granted the promotion shall have a fifteen (15) work days trial period to determine:
  - 1. His desire to remain on the job;
  - 2. His ability to perform the job.

3. 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 of the former classification if he/she so desires at any time during the trial period. The Board shall have the right to revert the employee to his former position within the same building of the former classification in the event the employee is unsatisfactory. The Union and Management shall sit down and discuss the intent to revert the employee prior to it taking place. Summer recess shall not count in determining the fifteen (15) work days trial periods for custodial promotions.

### **3. 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**

### **Unrequested Transfers**

Prior to an employee being transferred within the School District, the employee shall have a personal conference with the Director of Operations, Maintenance and Transportation 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. Unrequested 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.

### **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:

Temporary transfers to a vacancy caused by the illness or disability of an employee shall not exceed one hundred and eight (180) calendar days.

All other temporary transfers shall not exceed sixty (60) calendar days.

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.

Night custodians shall have the option during the school year to temporarily fill in for any day custodian in their building. The Union shall maintain a rotation list for this provision and provide a copy to Management.

If the Director of Operations, Maintenance and Transportation 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.

1. 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, Maintenance and Transportation.
2. 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).

3. 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.
4. In addition employees may wear uniform shorts and socks to be designated by the District, and purchased by the employees at their cost.
5. 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.
6. 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 Governor issues an executive order declaring a state of emergency across the state 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; snow removal crews who 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, Maintenance and Transportation or his/her 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, Maintenance and Transportation or his/her 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. 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 ten (10) years.

**H. GENDER**

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

**I. 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 after the employee submits proof of payment of the annual renewal fee or license certification or license certification.

**J. 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 Human Resources 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 Human Resources 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.
6. 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.
7. Union representatives using release time on days they are scheduled for overtime shall be passed over without being charged.

**K. 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.

**L. PHYSICALS**

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

**M. 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.

**N. 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.

**O. COPIES OF AGREEMENT**

Copies of this Agreement shall be posted on the District website.

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.

**P. 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.

**Q. JOB SHADOWING**

Any employee who is currently enrolled and attending a trade school or accredited college (with the exception of summer breaks) and is currently taking classes related to the field of a skilled maintenance position in Fraser Public Schools (ie, mechanical, electrical, plumbing, carpentry, HVAC/heating and cooling) shall upon the approval of the Director of Operations, Maintenance and Transportation job shadow during the summer months the current maintenance employee relative to the field of study. No more than (2) employees will job shadow each summer.

## **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 – SUCCESSOR AND DURATION OF AGREEMENT**

### **SUCCESSOR**

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

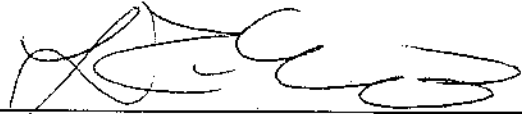
### **DURATION OF AGREEMENT**

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



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

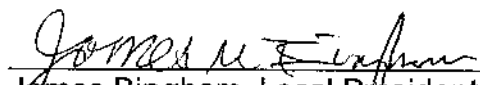
**BOARD OF EDUCATION FRASER PUBLIC SCHOOLS DISTRICT**

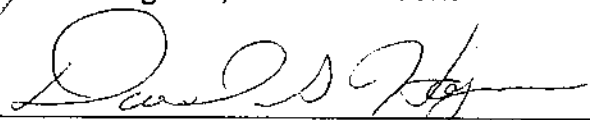
  
\_\_\_\_\_  
Laura Edghill, President

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

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

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

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

  
\_\_\_\_\_  
Dan Hogan, Chapter Chairperson

## **ARTICLE 17 - SALARY SCHEDULES**

**July 1, 2019 – December 31, 2020**

### **MAINTENANCE EMPLOYEES**

**2.00% Wage Increase**

<b>Classification</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>
<b>Maintenance</b>	<b>\$20.01</b>	<b>\$20.48</b>	<b>\$20.95</b>
<b>Maintenance Semi Skilled</b>	<b>\$21.26</b>	<b>\$21.77</b>	<b>\$22.16</b>
<b>Maintenance Skilled</b>	<b>\$22.42</b>	<b>\$22.80</b>	<b>\$23.76</b>

**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.

## SALARY SCHEDULE

July 1, 2019 – December 31, 2020

### OPERATIONAL EMPLOYEES

#### 2.00% Wage Increase

	Tier 2 Hired After 02/03/2010	Transitional Salary Schedule	Tier 1 Hired Before 02/03/2010
<u>CLASSIFICATION</u>	<u>PER HOUR</u>	<u>PER HOUR</u>	<u>PER HOUR</u>
Custodian	\$16.29	\$18.26	\$20.23
Elementary Head Custodian And Second Assistant Head Custodian, High School	\$17.12	\$19.19	\$21.26
Assistant Head Custodian Junior High School	\$17.50	\$19.63	\$21.75
Assistant Head Custodian High School <sup>4</sup>	\$17.97	\$20.15	\$22.32
Head Custodian High School and Junior High School	\$21.68	\$22.62	\$23.55
Pool Custodian High School	\$17.00	\$19.05	\$21.10

Upon the retirement of a Member currently on the Tier 1 salary schedule, the highest seniority Member on the Tier 2 salary schedule will move to the Transitional salary schedule in the next pay period and stay on the Transitional salary schedule for a minimum of six (6) months. After the minimum of six (6) months on the Transitional salary schedule, the Member will move to the Tier 1 salary schedule on the following July 1.

<sup>4</sup> 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.

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 \$1.50 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.

### **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

### **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.