

**MASTER CONTRACT**

**BETWEEN**

**FITZGERALD BOARD OF EDUCATION**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
MICHIGAN COUNCIL 25  
LOCAL 2654**

**2021-2024**

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## **STATEMENT OF COMPLIANCE**

Fitzgerald Public Schools supports and adheres to the principles, rules and regulations of Title IX of the Education Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and Michigan Law. The District hereby notifies all Employees, residents, and students, that it does not discriminate on the basis of sex, race, color, national origin, creed, political affiliation or beliefs, age, height, weight, marital status, against qualified handicapped individuals, or any other condition covered by law with respect to the District educational programs, activities, and employment practices. The Fitzgerald District has established a grievance procedure to provide for the prompt and equitable resolution of complaints alleging discrimination. Any student, Employee, or member of the community of Fitzgerald Public Schools, believing to be discriminated against should contact the Compliance Officer by writing to Fitzgerald Public Schools, 23200 Ryan Road, Warren, MI 48091-1999.

Notwithstanding anything herein to the contrary, the parties understand the District has let bids for clerical services and the District hereby asserts that by executing this TA or ratifying same, it is not waiving any rights, including under PERA, including but not limited to Sect. 15 thereof.

## **ARTICLE 1 RECOGNITION**

### **A. RECOGNITION OF THE UNION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Michigan Public Acts of 1965, the School Board hereby recognizes the Union as sole and exclusive bargaining representative for all regularly employed full-time and part-time Office Personnel, Paraprofessionals, School-Age Child Care Aides and Bus Aides employed by Fitzgerald Public Schools except the Secretary to the Superintendent, Secretary to the Assistant Superintendent of Curriculum and certified Employees, and effective July 1, 2013, Secretary to the Director of Business, Accountant I, Payroll/Accounting Clerk, one designated clerical within the office of Human Resources, student employees, substitute employees, and any other executive or supervisory position now in existence or hereafter established by the School Board. The School Board agrees that it will not enter into any collective bargaining agreement with any Office Personnel, Paraprofessional, School-Age Child Care Aides, or Bus Aides or any other organization on behalf of Office Personnel, or Paraprofessionals or School-Age Child Care Aides, or Bus Aides who are members of this bargaining unit.

### **B. DEFINITIONS**

1. "Board" shall mean the Board of Education of the Fitzgerald Public Schools.
2. "Union" shall mean Local 2654 affiliated with Council #25, chartered by the American Federation of State, County, and Municipal Employees AFL-CIO.
3. "Employee" shall mean a member of the bargaining unit.
4. "Status Employee" shall mean any member of the bargaining unit who is past the probationary period.
5. "Probationary Employee" shall mean a new employee who is in her/his initial sixty (60) days worked and or who is in an extended probationary period.
6. "Administrator" shall mean any employee of the Board who is not a member of the bargaining unit who holds a supervisory or administrative position.
7. "Director of Human Resources" shall mean the individual employed in the position of Director of Human Resources or in the event the position of director of Human Resources is unfilled, the administrator as designated in writing by the Board to the Union.
8. "Probationary Period" shall mean the initial sixty (60) days worked time period of employment for a new employee.

9. "Trial Period" shall mean the initial thirty (30) daytime period in a new position for a status employee.
10. "Promotion" shall mean movement from one position in the bargaining unit which carries a higher hourly pay rate.
11. "Lateral Move" shall mean change from one position in the bargaining unit to another position in the unit which carries the same hourly pay rate.
12. "Downgrade" shall mean movement from one position in the bargaining unit to another position in the unit which carries a lower hourly pay rate.
13. In the construction of the words used in this contract whenever the singular number is used it shall include the plural and whenever the feminine is used it shall include the masculine.
14. "Office Personnel" shall mean all employees in the secretarial and clerk classification.
15. "Paraprofessionals" shall be construed to mean employees in the following positions: Building Paraprofessional, Classroom Paraprofessional, Office Paraprofessional and Special Needs Paraprofessional.
16. "School-Age Child Care Aides" shall mean all employees in the position of School Age Child Care Aide.
17. "Bus aides" shall mean all employees in the position of Bus Aide.
18. "In writing" shall mean any written, typed, or facsimile document which is signed by the author, in certain instances e-mail will be allowed. Written documents which are sent via facsimile shall be considered received on the next business day following the day they were sent.
19. "Days" shall mean working days unless otherwise specified.
20. "Work location" shall mean the office of the building to which the Employee is assigned.
21. "Department(s)" shall be "Office Personnel", "Paraprofessionals", "School-Age Child Care Aides", and "Bus Aides".

### **C. APPLICATION AND SCOPE**

1. The terms of this contract shall apply to members of the bargaining unit. Where indicated, certain provisions will apply only to Office Personnel while other provisions will apply only to Paraprofessionals, School-Age Child Care Aides, and/or Bus aides where indicated.
2. It is mutually agreed that this Master Contract represents the complete collective bargaining agreement between the parties, and any matter outside of this agreement which has not been incorporated by reference herein, shall not be deemed a part of such collective bargaining agreement.



## **ARTICLE 2 UNION SECURITY**

### **A. AGENCY SHOP**

1. It is understood that the Board of Education has the right to privatize/subcontract positions in accordance with the dictates of PA 112 of 1994, Sec. 15 (F) (also known as MCLA 423.215 (3)(F)).
2. However, the Board acknowledges that there is nothing contained in this Collective Bargaining Agreement which is a contractual bar to the Union's ability to challenge the right as exercised in an appropriate forum if it so chooses.
3. Employees shall be deemed to be members of the Union within the meaning of this Section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership.

### **B. COMMUNICATION**

1. The Board shall make available to the Union, upon its written request, such statistic and financial information related to Fitzgerald Public Schools and in possession of the Board as is shown necessary for negotiation of collective bargaining agreements. It is understood that the Board will not make special compilations of information and statistics unless mutually agreeable.
2. The Board agrees to furnish the Union payroll information as regards Employees within the bargaining unit upon written request.
3. All requests made by the Union for documentary, historical and compiled information and materials shall be made first through the Director of Human Resources.
4. The President of the Union will be given a copy of the Board agenda of each public meeting.
5. The Board will provide a copy of the approved Board minutes of each public meeting at the time regular distribution is made.
6. The Board will furnish the Union with names and work locations of newly hired Employees within ten (10) business days of hire.
7. At the same time, the Board will furnish job classifications and assignments of new Employees to the Union.
8. The Board will furnish the Union with names and positions of all moves made by Employees within the bargaining unit.
9. The Union will be notified in writing of all temporary transfers and terminations at the time of such transfers and terminations.

10. Copies of this Agreement shall be printed at the expense of the School Board and presented to the Union for all Employees now employed or hereinafter employed by the Board. The Union shall receive ten (10) additional copies of the Agreement for its files.

### **C. CONDUCTING UNION BUSINESS**

1. "Union business" shall be defined to include but not be limited to any of the following: any and all activity related to the wages, hours, rates of pay, and any term or condition of employment, negotiations or processing of grievances and arbitrations, attendance at disciplinary and/or discharge meetings, attendance at meetings with bargaining unit member(s) to discuss wages, hours or any term or condition of employment.
2. All Union business which may be conducted during release time shall be performed by the Union without the assistance of students and in such a manner so as not to interfere with the regular duties of any employee.
3. The Union president and/or her/his designees shall have one hundred ten (110) duty free work hours each school year to carry out the business of the Union at a time requested mutually agreeable with her/his immediate supervisor.
4. Absence days, with pay and not chargeable to an employee's allowance, shall be provided for attendance at or participation in council or international meetings of the Union. Arrangements for the use of such days shall be made in advance.
5. The Board agrees to furnish suitable bulletin boards in convenient places in each school to be used by the Union.
6. The Board agrees that the Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the school district. The secretary of the local shall submit proper application forms to the administrator responsible for facility scheduling for the use of the facilities.
7. The Board agrees that the Union shall have access to the inter-school mailing system for distribution of communications to bargaining unit members.

### **D. NO STRIKE, NO LOCKOUT**

1. The Union, its officers, agents, and members agree that they will not encourage, support, or condone any strike during the life of this Agreement. "Strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing change in the conditions or compensation, or the rights, privileges, or obligations of employment as set forth in the Michigan Public Employment Relations Act.

2. No lockout of employees shall be instituted by the Board during the term of this Agreement.

### **ARTICLE 3 GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

1. A grievance shall mean a written complaint in which it is claimed that either party has failed to comply with the specific written terms of this agreement, and which involves either a charge of a violation of this agreement or a dispute concerning the interpretation or application of this agreement. If a question arises as to whether or not a particular complaint is a grievance, the question may be considered through the grievance procedures as herein provided. However, it is agreed that the following matters shall not be subject to the grievance procedure:
  - a. The termination of services of any probationary employee.
  - b. Placing a probationary employee on an additional period of probation.
  - c. Any Board policy, rule or regulation which is not a mandatory subject of bargaining under the Public Employment Relations Act.

#### **B. PROCEDURE**

**Step 1** - It is understood that before a complaint reaches the status of a formal grievance the employee shall have attempted to resolve the problem by means of an informal discussion with the immediate supervisor. Such discussion shall take place within ten (10) working days after the occurrence, which is the basis of the grievance. The Union may file a grievance later than the ten (10) working day requirement provided it can prove that it did not have knowledge of the occurrence at the time it occurred and provided that the grievance is filed within five working days from the date on which the Union acquired knowledge of the occurrence.

**Step 2**- The Union shall present the written grievance to the administrator within ten (10) working days after the conclusion of the above discussion.

**Step 3**- Within ten (10) days of receiving the written grievance, the Director of Human Resources shall schedule a future conference between the grievant, Union representative and the Immediate Supervisor. The purpose of the conference will be to attempt to resolve the grievance. The Director of Human Resources will respond in writing within ten (10) working days of the grievance conference.

**Step 4**- Within ten (10) days of receiving a copy of the decision rendered under Step 3 of this procedure, if the Union desires to pursue the grievance further, the Union must

appeal in writing to the Superintendent or her/his designee. Within ten (10) days after the appeal is received, the Superintendent or her/his designee shall schedule a future conference to attempt to resolve the complaint. The Superintendent of Schools will respond in writing within ten (10) working days of the grievance conference.

**Step 5 - Arbitration.** In the event that a grievance cannot be resolved at Step 4 of the Grievance Procedure, then such grievance arising out of or relating to the interpretation or the application of this Agreement may be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. Prior to contacting the American Arbitration Association regarding the selection of an arbitrator, the parties shall attempt to mutually agree to an arbitrator. If no agreement is possible, the parties shall refer the matter to the American Arbitration Association.

The parties further agree to accept the arbitrator's decision as final and binding upon them. Notification of intent to use arbitration must be filed in writing with the other party within thirty (30) days of Step Four. The arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this Agreement.

Each party will bear the full costs for its side of the arbitration and will pay for one-half the costs of the arbitrator.

### **C. GENERAL PROVISIONS**

1. The Union shall have a representative present at each step of the grievance procedure who may represent an employee with the employee's consent. The appropriate administrator, upon receiving a grievance, shall notify the Union as to the day, time and place of the conference, and no step of the grievance procedure shall be conducted in the absence of the Union unless the Union has waived its right to be present.
2. Each grievance shall be presented on forms provided by AFSCME Council 25 and available through the Union, and shall set forth specifically who the grievant is, what provision of this Agreement is alleged to have been violated, misinterpreted, or misapplied by appropriate reference, when it happened, where it happened, the allegation of the grievant, and the relief requested.
3. Where there is mutual agreement between the Board and the Union, at any step under this grievance procedure, the grievant need not be present.
4. In the event that the Union fails to appeal a grievance or appeal a District answer within the specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the District's last answer, if any. In the event the District shall fail to supply the Union with its answer to the particular step within the specified time limits the grievance shall be automatically

positioned for appeal at the next step within the time limit for exercising said appeal, commencing with the expiration date of the District's grace period for answering.

5. However, if an administrator fails within the specified time limits to schedule a conference, the employee may immediately proceed to the next step. Nothing in this provision shall prevent the parties from extending the specified time limits by mutual agreement which shall be expressed in writing.
6. A grievance shall always be filed at the earliest step of the grievance procedure where there is authority to render a decision on the grievance.
7. Any conference which may be held under the grievance procedure shall be conducted before or after school hours, except where mutually agreed to the contrary, and at a reasonable place. In the event that a conference or hearing under the grievance procedure is held during school hours, each employee who is a party or witness shall be excused from her/his regular duties, with pay, to attend such a conference or hearing.
8. Each conference conducted under the grievance procedure shall be conducted as a private conference, and attendance at such conference shall be restricted.
9. No grievance or decision rendered on a grievance shall be placed in an employee's personnel file, nor shall it become a part of the minutes of any Board of Education meeting, except as to reference by number.
10. The arbitrator shall have no power or authority to add to, detract, from, alter, or modify the terms of this Agreement.
11. The parties agree that it is good practice to keep all discussions confidential during the procedural stages of the resolution of the complaint.
12. The parties may mutually agree to attempt to resolve the grievance prior to arbitration through mediation.

#### **ARTICLE 4 BOARD RIGHTS**

1. It is expressly agreed that there is reserved exclusively to the Board, all responsibilities, powers, rights, authority, duties and responsibilities vested in it, conferred upon it or heretofore otherwise properly exercised by it under the laws and constitution of the State of Michigan and the United States, including specifically the Michigan School Code as amended, excepting such matters as may be expressly limited by the provisions of this contract and then only to the

extent such provisions are in conformance with applicable law. Such rights shall include, by way of illustration but not by way of limitation the right to:

- a. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the school district.
- b. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- c. Continue its policies and practices of selection, assignment and direction of its personnel, determine the number of personnel and their scheduling, but not in conflict with the specific provisions of this contract.
- d. Establish, modify or change any work or business or school hours or days, but not in conflict with the specific provisions of this contract.
- e. Direct the work force including the right to hire, promote, transfer, discipline, suspend and discharge and/or reassign employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this contract.
- f. Determine the services, supplies, and equipment necessary to continue its operations and to determine standards of operation, and the methods and means of scheduling, distributing, and using of such and the institution of new and/or improved methods or changes therein.
- g. Adopt rules and regulations.
- h. Determine the qualifications of employees, including physical conditions.
- i. Determine the number, location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments divisions or subdivisions thereof and the relocation and/or closing of its schools or other facilities, including schools, buildings, other facilities, or offices, departments, divisions or subdivisions thereof.
- j. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations.
- k. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

## **ARTICLE 5 HOURS OF EMPLOYMENT**

1. The normal workday for full-time Employees shall be eight hours per day exclusive of a lunch period. The normal workweek shall be forty (40) hours per week for full-time Employees. It is understood and agreed that part-time,

permanent Employees are employed, and their work schedules shall be established at no less than three (3) hours per day exclusive of a lunch period.

The normal workday and workweek for School-Age Child Care Aide and Bus Aide Employees will be based on the program need. Any permanent changes to a School-Age Child Care Aide and/or Bus Aide Employee's work schedule after the workday and workweek schedules have been established at the beginning of each school year shall be discussed with the affected employee and the Union prior to any change being made.

2. All employees assigned more than four (4) hours per day shall receive a lunch period which is not to exceed thirty (30) minutes. Scheduling of the lunch period shall be worked out with the building administrator or her/his designee.
3. Employees working from six (6) to eight (8) hours shall be provided a fifteen (15) minute relief period in the morning and a fifteen (15) minute relief period in the afternoon. Employees whose regular workday is at least three (3) hours, but less than six (6) hours shall be granted one fifteen (15) minute relief period, the scheduling of which shall be worked out with the administrator so as not to interfere with or disrupt the operation of District programs.
4. While overtime work is mandatory, bargaining unit employees will, whenever feasible, work overtime on a voluntary basis and no employee will be required to work overtime when there is a sufficient number of properly qualified volunteers from the bargaining unit in the job classification required, working in the office and on the shift from which the work is to be performed.
5. The parties agree that the work year for different positions in the bargaining unit may vary depending upon the job assignment. A schedule of the work year for each job classification and/or assignment shall appear as a part of the wage schedule. Personnel listed on the chart below, other than 260-day employees, shall normally be scheduled for work in conjunction with the teacher year (per chart below):

Secretary to the H.S. Principal	205 days
Secretaries to H.S Counselors, M.S. Principal, & Elem. Principals	200 days
Secretaries to H.S. Asst. Principals, Director of Athletics, & M.S Counselor	195 days
H.S. & M.S. & Elem. Media Clerk and Office Clerk	185 days

All other positions not listed will work up to the student calendar, except Office Paraprofessionals. The schedule shall be provided by August 1 of each year reflecting the work schedule for the subsequent school year.

6. During the summer months when school is not in session for teachers, the workday for office Employees working from six (6) to eight (8) hours may be reduced by one-half (1/2) hour, and there shall be no reduction in pay provided the Employees forego the relief periods indicated in this Article.
7. Overtime must first be offered to the Employee who performs the work on a regular basis.
8. An eight (8) hour Employee shall receive overtime payment at the rate of one and one-half (1 1/2) times her/his regular rate of pay for all approved overtime worked in excess of forty (40) hours per week.
9. When an employee is required to work on any of the holidays indicated in Article 18, Section A, she/he shall receive double time in addition to holiday pay. The Employee may request time off in lieu of pay for working holidays and such time shall be two hours off for each hour worked. The decision to grant such time off in lieu of pay shall be determined by the Board.
10. When an Employee is requested to work in her/his assigned bargaining unit position on a day other than a normal workday during her/his assigned work year, she/he is guaranteed a minimum of three (3) hours pay at established overtime rates. This paragraph does not apply to situations described in Article 6. Section F.2.
11. For bargaining unit members who work less than eight hours per day, overtime will be calculated as follows: Overtime is defined as any hours worked in excess of eight (8) hours in any one day or in excess of forty (40) hours per week.

#### **A. OVERTIME & COMPENSATORY TIME**

1. Overtime work shall be construed as required work in excess of eight (8) hours in one day or in excess of forty (40) hours in one week.
2. Compensatory time shall be construed as time off granted in lieu of pay, e.g., compensatory time may be granted for overtime worked or for holiday time worked.
3. Overtime work shall be requested in writing and approved in advance by the administrative supervisor and the superintendent or her/his designee.
4. Approved absence shall be credited as time worked in determining the applicability of overtime.
5. When overtime work requires an additional trip to the workplace, the Employee shall be paid for a minimum of two (2) hours at the overtime rate.



6. An Employee may request compensatory time in lieu of payment for overtime. Such request shall be approved by the administrative supervisor and the superintendent or her/his designee.
7. Compensatory time shall be used during the work year in which it was earned.
8. The day on which compensatory time is to be taken shall have the prior approval of the administrative supervisor.
9. The Employee shall report her/his absence due to compensatory time according to the standard procedures for reporting absence as indicated elsewhere in this contract if four (4) or more hours are involved.
10. Overtime work of a non-specialized nature shall be offered first on a rotating basis to employees in their particular work location.
11. For School-Age Child Care Aide and Bus Aide employees, the overtime provisions applicable to such positions are limited to items 1, 3, 4, and 5 herein. Employees in these positions are not eligible for compensatory time.

## **B. ACT-OF-GOD DAYS**

On those days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe storms or other conditions, Office Personnel employees are, nevertheless, required to report to their normal assignments unless otherwise notified by the superintendent or her/his designee. In the event that the aforementioned employees fail to report, they will be subject to the provisions of Article 19. Paraprofessionals will not be expected to report to their normal assignments when pupil instruction is not provided and will be compensated.

## **ARTICLE 6 JOB OPENINGS**

### **A. VACANCY**

A job vacancy shall be defined as a new bargaining unit position created by the Board or a vacancy which is created as a result of the resignation of an Employee, the retirement of an Employee, the termination of an Employee, the promotion or demotion of an Employee, the death of an Employee.

## **B. POSTING VACANCIES**

1. When a vacancy occurs the position shall be posted within ten (10) calendar days of the vacancy and filled within twenty (20) working days of the effective date, providing a qualified candidate has been identified.
2. A job vacancy will be posted and circulated listing the requirements of the position, classification, location, number of hours, starting date and qualifications; vacancies will be posted for a period of five (5) working days.
3. If a position becomes vacant during the summer months when school is not in session, the Board shall post for a period of ten (10) calendar days. Notice will be given to all bargaining union members who have, before leaving employment in June, filed with the Human Resource Department written notice of his/her interest in receiving announcements together with an email address or U.S. Mail address to which the announcement should be sent. All postings will also be U.S. mailed to any member on the layoff list to their address on record. Employees are responsible for notifying the Human Resources Department of any change of address.
4. Employees interested in the vacancy and having on file the posted qualifications for the vacancy may apply in writing to the Human Resource Office within the posting period. Evidence that the Employee possesses the posted qualifications shall be on file in the Human Resource Office at the time of application.
5. Job vacancies within the bargaining unit will be filled on the basis of interview, demonstrated work performance, qualifications (including factors such as, but not limited to. Background, punctuality, efficiency, team oriented, ability to perform duties and possess skills and/or experience listed in the job description) and seniority. The Superintendent or designee shall select the most qualified member.
6. A Probationary Employee may apply for a posted position to be considered along with external applicants. However, the bid will be considered only when a Status Employee has not received the position. If the Probationary Employee wins a position, such Employee must serve a Probationary Period for sixty (60) days worked in the new position.
7. The Union shall be notified of all bargaining unit applicants for the position. The selected candidate for a position must make her/his decision to accept the position by 12:00 noon of the next working day following the telephone notification of the offer of the position by contacting the Human Resources Office in writing. This will constitute acceptance of the position. Failure to contact the Human Resources Office in writing will constitute non-acceptance of the position.

After acceptance of the position, an Employee shall not be allowed to bid for another position from the date of acceptance of the position until the completion of her/his Trial Period, unless mutually agreed and shall then be considered along with external applicants with seniority not a factor in selection.

8. Should the position which the Employee has successfully bid for and accepted be a higher classification and Management deems it necessary to retain the Employee in her present position for an extended period of time, the Employee shall receive the higher rate of pay beginning the 11th working day from the date at which the new position was made available.
9. Those Employees who apply for such open positions as posted will be notified, in writing, by the Human Resource Office within three (3) working days when a decision has been made. The employee shall have the opportunity, upon written request, to learn why she/he did not receive the position. The response shall be in writing if requested by the employee.

### **C. PROMOTION**

1. An Employee to be promoted shall meet the qualifications for the position.
2. Promoted Employees shall be on a trial period for the first thirty (30) days worked in the new position. However, it is understood that the Board, at its discretion, may extend the probationary period for up to an additional sixty (60) days worked. The Board agrees to review such extensions with the Union.
  - a. An Employee shall have the right after twenty (20) trial period days or at the end of the trial period to revert to her/his former position in which case the pay rate shall be reverted accordingly.
  - b. The Board shall have the right during or at the end of the trial period to reassign the Employee to her/his former position, in which case the pay rate will be reverted accordingly.
  - c. When an Employee or the Board initiates the reversion, the party initiating the reversion shall notify the other party and the Union in writing no later than five (5) days prior to the date on which the reversion is to take effect. The reversion shall take place no later than the thirty-sixth (36th) working day after the notification.
  - d. An Employee who successfully bids on a vacancy shall not be allowed to bid for another position during her Trial Period, unless mutually agreed and shall then be considered along with external applicants with seniority not a factor in selection.

3. Promoted Employees shall be paid in the new position at the step which represents an amount greater than or equal to their last step increase.
4. Outside Experience Credit. A candidate for an office position may be granted credit on the wage scale for related work experience. Such credit shall not exceed placement on Step 2 of the job class wage scale and shall not entitle the employee to attain a maximum rate beyond that listed for the particular job class.

#### **D. TEMPORARY TRANSFER**

1. An opening allowing a temporary transfer is due to the leave of absence of an Employee which lasts at least fifteen (15) working days. Coverage will not exceed one (1) year. Such a temporary transfer shall be posted as a temporary position, upon Board approval of the requested leave of absence, and all bargaining unit members shall have an opportunity to apply in writing. Placement in the position will be on the basis of seniority and qualifications.
2. Such an opening shall be posted for a period of three (3) workdays.
3. A list of all bargaining unit applicants will be sent to the Union President.
4. The Employee assigned to a temporary transfer shall receive wages, vacation benefits, absence days, and holiday benefits appropriate to that position.
5. The Board shall have the right during the temporary transfer position to revert the Employee to her/his former position. The Employee may request reverting to her/his former position after 20 working days in the transfer period. When the Employee normally assigned to the position returns, she/he shall have the right to return with all contractual rights and privileges. Further, those accepting or assigned to such temporary transfers shall have the same right to return to the position they left, as if they also were "on leave" from their normal assignment, and they will have accrued seniority in their normal assignment.

#### **E. TRANSFER**

1. Transfer shall mean a lateral move or downgrade movement.
2. The voluntary transfer of an Employee shall be based upon all of the following factors: qualifications, amount of experience in the job classification, which is open, amount of experience in closely related job classifications, and seniority.
3. An involuntary transfer may be for reasons of:

- a. Unsatisfactory performance in current position.
  - b. Personnel incompatibility
  - c. To maintain the efficiency and effectiveness of the operation as determined by the Board of Education.
4. Involuntary transfers shall be made only after:
  - a. A conference on the matter with the Employee's immediate supervisor.
  - b. The employee will be given a written formal warning and a thirty (30) workday period for the Employee to correct the problem.
  - c. The Employee may request Union representation at any and all steps leading to an involuntary transfer.
  - d. If improvement is not satisfactory, a special conference is held between the District and the union at such time the parties impacted may participate in the process. However, the District has the right for effectiveness and efficiency to transfer employees involuntarily provided there is no loss in wages.
5. A voluntarily transferred Employee shall receive a trial period of up to thirty (30) days worked in the new position.
  - a. An Employee shall have the right after 20 Trial Period days or at the end of the trial period to revert to her/his former position in which case the pay rate shall be reverted accordingly.
  - b. The Board shall have the right during or at the end of the trial period to reassign the Employee to her/his former position, in which case the pay rate will be reverted accordingly. In those cases, the reasons shall be reviewed with the Employee.
  - c. In the event of reverting to her/his former position, whichever party, the Employee or Board, initiates the reversion, shall notify the other party in writing no later than five (5) days prior to the date on which the reversion is to take effect. The reversion shall take place no later than the 36th working day after the transfer.

## **F. SUBSTITUTE EMPLOYEES**

The parties recognize that on occasion it is necessary to employ additional personnel to perform the duties of an absent Employee or otherwise to assist in performing the workload than existing. Persons on layoff who are on the substitute list and are qualified will be given first consideration when such additional personnel are required.

1. Any person employed on a day-to-day basis shall be considered a substitute employee and not entitled to any benefits under this Agreement. They shall be paid in accordance with the rates for such employment established by the Board.
2. All bargaining unit positions that are in need of temporary coverage during the summer will be filled with bargaining unit members when available. Openings will be offered and filled from qualified interested candidates on the basis of seniority.
3. Clerks working in an office area shall be given the opportunity to substitute for absent office personnel when such subbing is practical. For such substitute work the clerk shall be paid at the current Step I rate of the position in which she/he is substituting, or at her/his own rate, whichever is greater.
4. Paraprofessionals, bus aides and school age childcare aides who have on file the posted qualifications, will be given the opportunity to substitute when such subbing is practical. Subbing will be available during their non-scheduled work time. Their work day shall not exceed eight (8) hours. Individuals interested in substitute work must notify the Human Resource Department of their interest. For such substitute work the employee shall be paid at the Step 1 rate of the position in which she/he is substituting or at her/his own rate, whichever is less.

## **ARTICLE 7 PERSONNEL FILES, TRAINING, PERFORMANCE EVALUATION**

### **A. PERSONNEL FILE**

1. The Superintendent or his designee shall keep an up-to-date personnel file with respect to applications, attendance records, educational records, medical records, and any data regarding work history.
2. In addition, the personnel file may contain:
  - a. Records of a positive nature, including supervisory reports, memos, letters to the employee, other evidence of successful service. The Employee will have the right to add to her/his personnel files materials which attest to her/his proficiency and experience. Such materials shall testify to the successful completion of any course, seminar, or other

program that increases or broadens the Employee's qualifications for any District position.

- b. Records of a negative nature, including supervisory reports, memos, letters to the employee, and other evidence of unsuccessful service which may result in disciplinary action.
  - c. Such records must be specific in content, signed by the administrator with a copy furnished to the employee. The employee may react to such items in writing and shall acknowledge receipt of the item by signing one (1) copy and returning it to the administrator within ten (10) days.
3. The Employee will have the right, upon request, to examine her/his own personnel file. The Employee will make an appointment with the Human Resource Office to examine her/his personnel file. A member of the Human Resource Office staff will be present when the Employee inspects said file and the Employee may be accompanied by a member of the Union if she/he desires.
  4. At the Employee's request, the Board will reproduce any materials in her/his personnel file for the exclusive use of the Employee, at the Employee's expense.

## **B. EDUCATION AND TRAINING**

1. Employees are encouraged to participate in activities or to take additional education or training which is intended to improve their skills and knowledge relative to their jobs. Such participation may be voluntary, initiated by the Employee, or it may be required, initiated by the immediate supervisor.
2. Bargaining unit members shall be provided educational training related to job responsibilities. The cost of the class will be borne by the District; however, Employees shall not be compensated for their time for training conducted beyond normal scheduled work hours. Enrollment in such training is intended to be enriching in nature. Cost of classes, books, and materials for the educational training will be borne by the Board.
  - a. Application Procedure. The Employee shall present a request to participate in an activity or course to the immediate supervisor. Final approval for such participation must be secured from the superintendent or her/his designee. If approval is granted, reimbursement for tuition and books shall be made upon presentation of receipts for same. In the case of course work, reimbursement shall be made after the Employee submits evidence of successful completion of the course.

- b. Required Training. The Board may require Employees to undergo appropriate training. For such training required and approved by the Board, the Board's only obligation shall be payment of tuition, books, and mileage. However, Employees shall not be compensated for their time for training conducted beyond normal scheduled work hours.

### **C. PERFORMANCE EVALUATION**

1. The Employee shall be evaluated periodically by her/his immediate supervisor and/or administrative supervisor.
  - a. Employees who have not attained the maximum wage rate in their classification shall be evaluated at least once prior to conclusion of the probationary period(s) and once each year thereafter.
  - b. Employees who have attained the maximum wage rate in their classification shall be evaluated once every two (2) years provided they have been reporting for duty for at least 18 months prior to the scheduled evaluation date.
  - c. To ensure program quality, employees within the School-Age Child Care Aid Department shall be evaluated at least once a year.
  - d. Areas of proficiency and/or deficiency shall be brought to the employee's attention prior to the next evaluation.
2. Such evaluation shall be done on a form provided by the Board. The immediate supervisor conducting the evaluation shall sign the form. The employee shall sign the form indicating only that she/he has reviewed the completed form. The Employee's signature does not necessarily indicate agreement by the Employee with the evaluation. Copies of the signed evaluation form shall be submitted to the superintendent or her/his designee, the employee, and shall be placed in the employee's personnel file.
  - a. If an employee submits a written response to her/his evaluation and written request for a meeting with the immediate supervisor conducting the evaluation, then a meeting will be scheduled between the employee and the immediate supervisor.
3. A Trial Period Employee's formal evaluation shall be subject to the grievance procedure only when the trial period employee has not been given indication of substandard performance prior to the end of the trial period.



4. No member of the Bargaining Unit may be the evaluator of another member of the Bargaining Unit. The Employee being evaluated may type her/his own Performance Review form.

## **ARTICLE 8**

### **STANDARDS OF WORK PERFORMANCE, NEW POSITIONS AND RECLASSIFICATION**

#### **A. STANDARDS OF WORK PERFORMANCE**

1. See attached Letter of Agreement

#### **B. NEW POSITIONS AND RECLASSIFICATION**

1. The Board reserves to itself the right of creating new positions and reclassifying or modifying the current positions. Such right shall include establishing the duties such positions shall carry. The Board agrees, however, that before establishing wages, hours, or other terms and conditions of employment for such positions, it shall discuss such matters with the Union before implementation of the change.

## **ARTICLE 9**

### **PROBATIONARY EMPLOYEES**

1. New employees shall be on probation for the first sixty (60) days worked of their employment. However, it is understood that the Board, at its discretion, may extend the probationary period up to an additional sixty (60) days worked. The Board agrees to review such extensions with the Union.
2. Probationary Employees may be represented by the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment.
3. The Board shall have sole discretion in matters of discipline and discharge of a probationary employee which shall not be subject to the grievance procedure.
4. There shall be no seniority among Probationary Employees.
5. Evaluation: Written formal evaluations of Probationary Employees will be made during their Probationary Period.
6. Upon completion of the probationary period the Employee will be considered to have seniority computed from the first day of employment.
7. The Probationary Employee may not apply for any vacancy within the bargaining unit, with exception of Article 6, Section B, Number 6, but such an employee shall be subject to transfer and assignment in accordance with the applicable provisions of this Agreement.

**ARTICLE 10**  
**SENIORITY**

- A. Seniority rights of an Employee shall cease for any one of the following reasons:
1. If the Employee terminates her/his employment.
  2. If the Employee is discharged and such discharge is not reversed through the grievance procedures.
  3. If she/he is absent for four (4) consecutive working days without notifying the Board and fails to give reasonable explanations for the absences and lack of notice.
  4. If she/he fails to return to work from layoff when recalled as set forth in the Recall procedure provided in Article 12 Section B.
  5. If she/he overstays a leave as provided for in Article 16 Section A without providing a reasonable explanation within twenty-four (24) hours. In proper cases, exceptions will be made by mutual agreement.
  6. If she/he retires.
  7. If she/he gives a false reason for a leave of absence.
- B. An Employee's district seniority shall be computed from the last date of hire with Fitzgerald Public Schools and shall only apply for the purposes of benefits available to an employee's position under this agreement.
1. When two (2) or more employees are hired on the same date, seniority will be determined by the last two digits of the social security number; the employee with the highest digits will have the higher seniority.
- C. An Employee on an approved leave of absence without pay for personal illness or injury shall accumulate seniority. However, such leave shall be limited to a period not to exceed one (1) year. There shall be no progression on the wage scale.
- D. When a member of another bargaining unit in the District becomes a member of the bargaining unit covered by this Agreement, that Employee retains district seniority only as it applies to fringe benefits available under this Agreement.
1. An Employee whose employment is terminated voluntarily or involuntarily and who is subsequently re-hired shall be considered as a new Employee.

2. Date of hire shall be interpreted as the date on which the Employee reported for regular permanent employment.
  3. Seniority shall not accumulate while an employee is on layoff.
- E. An Employee's department seniority shall be the total amount of time spent in job assignments in a department since last date of hire. Departments within the terms of this Agreement shall be:
1. Office Personnel
  2. Paraprofessionals
  3. School-Age Child Care Aides
  4. Bus Aides

## **ARTICLE 11 DISCIPLINE**

- A. The Board shall have the right to discipline any employee for failure to fulfill her/his responsibilities as an employee or for violation of this contract or other work rules.
1. Such discipline shall be for just cause, and may be a verbal or written reprimand, demotion, suspension, or dismissal.
    - a. Prior to any demotion an employee shall be made aware of the concern or dissatisfaction over the employee's work performance by verbal warning or written reprimand.
    - b. Any reprimand shall be made in such a manner that it is clearly understood that it is a reprimand and not a routine supervisory criticism. Any written reprimand shall be signed by the appropriate administrator.
    - c. Each disciplinary action shall become a part of the employee's personnel record and a copy of all written reprimands shall be furnished the employee.
    - d. The Employee shall be advised of her/his right to be represented by the Union at the time disciplinary action is imposed.
    - e. Disciplinary interviews and reprimands will be conducted in private.
  2. During periods of suspension, the employee shall not accumulate any applicable absence days or vacation days, nor shall she/he receive any applicable pay for holidays which occur during such suspension.

- B. The District will inform the Union that an Employee has been disciplined in instances of written reprimand, suspension, suspension pending discharge, and discharge.
- C. Materials relating to disciplinary action which are placed in the file shall remain in the file for a period of time not to exceed four (4) years, at which time they will be destroyed, providing that there have been no subsequent recurrences of the kind of behavior which led to disciplinary action.

## **ARTICLE 12 LAYOFF AND RECALL**

### **A. LAYOFF**

The Union recognizes that under certain conditions layoffs may become necessary. When the Board deems it necessary to reduce the work force, representatives of the Board will meet with representatives of the Union to inform them of the situation and explain the reductions to be made. The Union will be provided an opportunity to offer suggestions. The Director of Human Resources will also present the facts in writing. In the event the Board determines that layoffs are necessary, they shall be made according to the procedures set forth below.

1. "Layoff" shall mean a reduction in the work force on a Department basis.
2. Layoff shall be by seniority. Layoffs shall be made on a Department seniority basis subject to the ability, in the judgment of the Board, of the remaining Employees to perform the duties of the remaining positions.
3. No individual shall be on layoff unless she/he shall have exhausted all her/his rights under the Bumping Procedure.
4. The Board shall give written notice of layoff at least ten (10) working days prior to the effective date of the layoff.
5. Persons on layoff who are on the substitutes list and are qualified will be given first consideration when such additional personnel are required.

### **B. RECALL**

When positions become available while there are employees on layoff, the position will be posted and filled based on interview, demonstrated work performance, qualifications, and seniority of currently working union members. Laid off union employees shall then be recalled by qualifications, department, and classification seniority. Employees shall

be recalled to a position of equal or lesser classification in the department when there is more than one employee on layoff. Any exception to the above must be approved by management and the union.

1. Recall for those Employees possessing all the qualifications for available positions shall be in inverse order of layoff. Employees possessing all the qualifications for available positions shall be recalled working by seniority. The Employee with the greatest amount of seniority shall be recalled first; the Employee with the second greatest amount of seniority shall be second, etc., provided the Employee has all the qualifications.
2. An Employee shall be notified by registered mail, return receipt requested, to return to employment and must do so within ten (10) working days of receipt of notice or be considered terminated.
3. It is understood that when an Employee is recalled she/he must accept the position for which she/he is being recalled, provided she/he is qualified for the position. Refusal to do so shall be interpreted as termination unless she/he is physically and/or emotionally disabled to a degree which prevents her/him from performing the normal duties of the position. Such disability must be verified by a physician's statement. The Board may request another physician's opinion at the Board's expense. In addition, an Employee shall remain on the recall list for a period equal to her/his seniority, but not to exceed two (2) years.
4. In the event a part-time position becomes open, employees on layoff shall be given first opportunity to fill such a position. Accepting such a position shall not jeopardize the Employee's recall rights to a full-time position.

### **ARTICLE 13 BUMPING PROCEDURE**

Fundamentally, rules respecting seniority are designed to provide Employees an equitable measure of security based on length of service with the Board and, in the event of reduction of available work and/or hours. The Board shall retain at work the Employees having the greatest amount of seniority, providing these Employees possess all the qualifications.

- A. The "Bumping" Procedure may be implemented in these circumstances:
  1. When a position is eliminated.
  2. When a position is transferred.

3. When an Employee returns from leave consistent with a provision of that leave which allows bumping.
4. When an Employee is bumped.
5. When organizational change occurs.

B. The Bumping Procedure shall operate in the following manner:

1. At least fifteen (15) working days prior to a circumstance in which the Bumping Procedure would be implemented the Union and the involved Employee(s) will be notified in writing listing the positions into which they could bump.
2. The Employee exercising her/his bumping rights will take the position of the lesser and least senior employee in the same classification within the department first with equal hours and second with less hours, if equal hours are not available; providing the employee has on file all the qualifications required.
3. In the event the laid off employee does not possess the seniority or qualifications to bump within the same classification, as outlined above, she/he may bump the lesser and least senior employee within the next lower classification within the department first with equal hours and second with less hours, if equal hours are not available, but not greater hours, providing the employee has on file all the qualification required. The employee may continue this process through the descending order of the classifications within the department. In the event no position is available after this process is fully exhausted, the employee may bump the lesser and least senior employee in a different department and in a lower pay grade first with equal hours and second with less hours, if equal hours are not available, provided the bumping employee has all the qualifications required. The seniority of the employee seeking to bump into a different department shall be only that seniority (years of service) gained while the employee was previously employed and worked within the specific department into which she/he seeks to bump.
4. All subsequent Employees displaced as a result of the initial bumping will follow the procedures in Article 13.B.2 and Article 13.B.3 above.
5. The above-described procedure (time limits enunciated in Article 13.B.1 above) shall not apply to temporary layoff caused by acts of God.
6. An Employee who bumps into a new position because of her/his position being eliminated shall interview with the new administrator and serve a twenty (20) working day Bumping Trial Period in the new position. During the Bumping Trial Period, the Employee shall be paid at the rate of the new position. If before the

end of the Bumping Trial Period the Employee does not perform satisfactorily, the Employee shall be removed from that position. Following such removal, the Employee may again bump into the same or lower job classification and repeat the Bumping Procedure and Bumping Trial Period.

## **ARTICLE 14 WORKING CONDITIONS**

### **A. DISPENSING OF MEDICATIONS**

Employees shall dispense medication in accordance with applicable law and Board Policy. However, in the case of requirements to administer medications other than pre-dosed medications or to administer medications that must be administered rectally, vaginally, or into the bladder, the Administration and Union will work together to ensure that the requirements are met in a manner that preserves the dignity of all involved.

### **B. STUDENT DISCIPLINE**

Bargaining unit members shall not be responsible for determining what disciplinary measures are to be taken for disciplining students.

### **C. CONFIDENTIAL MATERIAL**

1. It is understood that certain employees may have access to confidential information dealing with students, other employees, records, etc. and that such information shall not be released except to authorized personnel.
2. It is further understood that confidential information shall not be discussed or shared in any way with other employees, citizens, students, state, and city agencies, etc., unless there is authorization to do so.

### **D. EMPLOYEE RESPONSIBILITY**

In discharging her/his work responsibilities each employee shall be responsible to her/his immediate supervisor and shall to the best of her/his ability perform her/his duties and assignments in such a manner as to comply with the provisions of the contract rules, regulations, and policies of the Board.

### **E. SCHOOL-AGE CHILD CARE AIDES WORK RULES**

1. A list of general work rules to be followed by all School-Age Child Care Aides will be posted on the Union bulletin board. Such rules shall be dated and signed by the Union as having been discussed with the Union. The Union's refusal to sign the general work rules shall not prohibit the Board from putting such rules into

effect. New work rules will be posted and provided to all School- Age Child Care Aides if any changes are made to them during the work year.

2. The Board reserves the right to establish reasonable work rules which are not in conflict with the specific provisions of this Agreement or law.
3. The Union reserves the right to grieve any work rule.
4. The Board agrees to meet and discuss all new work rules with the Union prior to their implementation.
5. Changes in the general work rules shall not apply until such changes have been discussed with the Union and posted on the Union bulletin board for five (5) consecutive workdays.

## **ARTICLE 15 INSURANCE BENEFITS**

Employees within the Departments of Bus Aids and or School-Age Child Care Aides are excluded from the coverages provided by Plan A, Plan B or Plan C as set forth below. Such employees will only be eligible to receive the coverages provided by Plan D as set forth below.

Employees hired on or after July 1, 2013, and who work less than 30 hours per week, shall be responsible for 100% of the total cost of the insurance premiums.

### **A. EMPLOYEES ASSIGNED MORE THAN SEVEN HOURS PER DAY**

Effective July 1, 2013, The District shall pay a portion of the premium for the medical insurance utilizing PA 152 "Hard Cap" at \$5,692.50 for a single subscriber, \$11,385 for two person, and \$15,525 for family.

#### **1. PLAN A**

- a. The Board shall provide bargaining unit members assigned for more than seven (7) hours per day insurance benefits such benefits shall include health, dental, term life and vision insurance, except that XVA2 rider coverage will not be provided as an option.

As described on July 20, 2016, the plan offered will be BCN HMO HSA effective promptly upon disenrollment in current plan and enrollment in the replacement plan or Blue Cross/Blue Shield limited Medicare supplement (or comparable) or Medicare, Part B, premiums shall be paid on behalf of the employee, his/her spouse and or dependents eligible for Medicare. Contribution of deductible not accrued/" rolled over" among plan years or upon separation of employee.



- b. Blue Cross/Blue Shield Dental Plan K-80-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000 (or comparable), with no coordination of benefits or, Blue Cross/Blue Shield Dental Plan K-50-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000 (or comparable) with external coordination of benefits. Blue Cross/Blue Shield vision (or comparable).
- c. Term Life Insurance in the amount of forty-five thousand dollars (\$45,000) for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

2. PLAN B

- a. Employees assigned for more than seven (7) hours per day not electing insurance benefits as described in section A.1.a above shall be provided by the Board for a full twelve-month period of each school year insurance benefits shall include dental, term life and vision insurance plus an additional One Hundred Eighty Dollars (\$180) cash payment per month added to gross pay.
- b. Term Life insurance in the amount of fifty thousand dollars (\$50,000) for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
- c. Dependent Term Life Insurance in the amount of ten thousand dollars (\$10,000) for each employee's spouse and five thousand (\$5,000) for each dependent child as defined in the agreed upon specifications.

**B. EMPLOYEES ASSIGNED SIX HOURS TO SEVEN HOURS PER DAY**

Effective July 1, 2013, The District shall pay a portion of the premium for the medical insurance utilizing PA 152 "Hard Cap" at \$5,692.50 for a single subscriber, \$11,385 for two person, and \$15,525 for family.

1. PLAN C

- a. The Board shall provide Employees assigned for seven (7) hours per day or less, the following coverage's to be identified as Plan C.

- b. Term Life Insurance in the amount of ten thousand dollars (\$10,000) for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
- c. Vision insurance.
- d. Employees may select health insurance coverage with the employee reimbursing the Board the prorated amount proportionate to their daily hourly schedule. (Example: seven-hour employee would reimburse the Board 1/8th of the health insurance premium.) Such reimbursement shall be made by payroll deduction.
- e. Employees may also select dental insurance with the employee reimbursing the Board the prorated amount proportionate to their daily hourly scheduled. (Example: Seven-hour employee would reimburse the Board 1/8th of the dental insurance premium.) Such reimbursement shall be made by payroll deduction.

**C. BUS AIDES AND SCHOOL-AGE CHILD CARE AIDES**

Effective July 1, 2013, The District shall pay a portion of the premium for the medical insurance utilizing PA 152 "Hard Cap" at \$5,692.50 for a single subscriber, \$11,385 for two-person, and \$15,525 for family.

1. Plan D

- a. Bus Aides and School-Age Child Care Aides may purchase the insurance benefits provided for bargaining unit members within the Departments of Office Personnel and Paraprofessionals at the group rate determined by the insurance carrier(s) provided such insurance carrier(s) allows such purchase. The purchase of such benefits shall be made by payroll deduction.
- b. Bus Aides and School-Age Child Care Aides shall also be eligible to receive long-term disability benefits as set forth in Section D, Long-Term Disability.

**D. LONG TERM DISABILITY**

The Board shall provide, without cost to the employees, Long-Term Disability Insurance (or comparable) for each employee. Benefits shall be paid at sixty-six and two-thirds

percent (66 2/3%) of the salary to a maximum monthly benefit of five thousand dollars (\$5,000) and may begin after expiration of ninety (90) calendar days. Benefits shall be to age 65 for disabilities that occur prior to age 61; for disabilities that occur on or after age 61, benefits end five years after the disability or age 70, whichever occurs first; after age 70, coverage is for one year; at no cost to the employee in the event of permanent disability.

#### **E. GENERAL**

1. The Board shall implement an open enrollment of thirty (30) calendar days, to be established by the carrier in each school year of this contract. In the event of a change in status of the employee, their spouse, or dependent(s) they shall have thirty (30) days, from the date of change, to modify their coverage or change plans. The Board, in cooperation with the insurance carrier(s) shall be responsible for providing all necessary enrollment application and claims materials.
2. Except for incidental modifications, coverages as provided for in this article will not be changed except by mutual agreement of the Union and the Board or by law.
3. In the event that any insurance benefit is adjusted by action of the courts, the Legislature, or the Insurance Commission, the Board shall meet with the Union for purposes of re-negotiating the affected insurance benefit(s).
4. Employees shall receive twelve (12) month coverage regardless of the length of their work year. For termination of employment, for any reason, coverage will be until the end of the month of termination.
5. Payment of these benefits by the Board shall cease beginning the first full month after the absent employee has exhausted her/his sick leave accumulation except that an additional month's premium, for employees on leaves of absence due to personal illness or personal injury, shall be paid for each year of seniority in the District. The total number of months extended under this item shall not ever exceed the total years of seniority in the District.
6. The Board shall ensure that requirements for any State or Federally mandated laws or regulations (i.e. COBRA, HIPPA, FMLA) shall be coordinated with the articles in this contract and Board policies.
7. The negotiating teams of the District and Union will continue to meet jointly with the purpose of seeking a health insurance plan with comparable coverage and a lower premium than the current plan.

**ARTICLE 16  
LEAVE OF ABSENCES**

**A. GENERAL LEAVE**

Upon request of an Employee who has successfully completed the probationary period, the Board may grant to said Employee a leave of absence without pay for a period not to exceed one (1) year for:

1. Extended personal illness upon submission of a doctor's statement indicating the need for such leave.
2. Illness or death in the immediate family.
3. Personal injury.
4. Maternity.
5. Relocation of spouse's employment.
6. Career Option.
7. Serve as an officer or staff of the Union, or AFSCME Council 25. (Leave for this purpose shall be concurrent with term(s) of office.)
8. Other reasons as recommended by the superintendent.

If substantial and worthwhile reason requires it, the Board, upon written request of the employee, may extend the leave for an additional period of one (1) year, but such extension shall be on terms other than those listed elsewhere in this Article, all at the Board's discretion.

**B. MILITARY LEAVE**

Military Leave is defined as leave for military service in excess of two (2) weeks. An employee on leave of absence for military service shall be entitled to progression on the salary schedule and accumulation of seniority equal to the actual time spent in the military up to, but not to exceed, one (1) period of enlistment or to meet the military obligation in case the employee is drafted. An employee wishing to return to employment must make a written request to return within sixty (60) days of discharge or separation from the military.

### **C. FAMILY AND MEDICAL LEAVE**

1. Employees who request leaves of absence in excess of five (5) working days shall take leave under the Family and Medical Leave Act (FMLA) if eligible, consistent with FMLA and District policy.
2. Any portion of medical insurance which the Board pays shall be continued during this 12-week period.
3. An Employee requesting a leave of absence pursuant to this Agreement will be required to complete an application for Family Medical Leave.
4. Any leave of absence which is taken for FMLA qualifying reasons (including sick days) will run concurrently with an Employee's annual leave time.
5. Although contractual leaves of absence provide time off for medical reasons (the Employee's own serious health condition) and FMLA provides time off for medical reasons (the Employee's own serious health condition or the serious health condition of the Employee's spouse, child or parent), medical documentation will be required for the medical time off. The exception is for adoption or foster care where other documentation will be required.

### **D. WORKERS COMPENSATION**

1. Absences resulting directly from on-the-job injuries shall be subject to the provisions of Workers Compensation as specified by law. Injuries shall be reported to the appropriate administrator as soon as possible, but not later than three (3) working days after occurrence.
2. Employees may use absence days to complement payments received from Workers Compensation except that the combined income shall not exceed the employee's regular weekly earnings.
3. Employees who qualify for Workers Compensation shall have no deduction from their absence day accumulation for the first seven (7) days of absence due to a job-incurred injury.
4. Employees who qualify for Workers Compensation and whose absence extends beyond seven (7) workdays shall receive from the Board a Supplemental Payment for this absence beyond seven (7) days. Such Supplemental Payment shall be the difference between the weekly Workers Compensation payment and the Employee's regular weekly earnings. For such Supplemental Payment, absence days shall be deducted from the Employee's absence day accumulation

equal to the proportion of the Supplemental Payment compared to the Employee's regular earnings until the accumulated absence days are exhausted.

#### **E. REQUESTING A LEAVE**

1. Request for a leave shall be in writing and shall be submitted to the Director of Human Resources at least fifteen (15) working days prior to the effective date.
2. In cases involving personal injury, illness, or maternity, the request shall be accompanied by a doctor's statement verifying the condition for which the leave is requested.
3. It is agreed that an Employee who becomes pregnant may continue to work provided that she is physically able, and the rights of the pregnant employee be pursuant to law. Further, the pregnant Employee wishing to take a leave of absence (childbearing), shall do so by written request. The Employee wishing to take a leave of absence for the purpose of childcare shall request such leave in writing within two (2) weeks of the date of birth of the child or of the date of adoption of the child.

#### **F. RETURN FROM LEAVE**

1. An Employee who has been granted a leave of absence for any of the reasons indicated above shall be entitled to return to the district in the position and building she/he held immediately prior to the leave provided her/his return occurs no later than one (1) year after the effective date of the leave. In the case of such return, bumping shall occur. An Employee is deemed to have returned from a leave of absence upon the completion of twenty (20) working days.
2. Employees who have changed positions as a result of the temporary transfer created by the leave shall revert to their former positions. However, if such position is not available, she/he will exercise her/his seniority and remove the lesser and least senior Employee holding such a position in the same or lower classification consistent with Article 13.B.2. If the Employee fails to return to work by one (1) year after the leave's effective date, the Employee shall forfeit the right to return to the position and building held immediately prior to the leave. In such event, Employees who have filled the temporary transfer position resulting from the leave shall remain in their current positions and the time spent in those positions may be applied to any required trial period.
3. An Employee returning from an approved leave of absence of longer than one (1) year's duration shall be eligible to apply for the first position in her/his department (Office Personnel, Paraprofessionals, School-Age Child Care Aides, Bus Aides) which becomes available. Such Employee shall be retained on the eligibility list

for a period not to exceed two (2) years beyond the termination of the leave of absence. Failure to apply for any such properly posted vacancy for which the Employee is qualified during the two (2) year eligibility period shall be interpreted as a termination unless she/he is physically and/or emotionally disabled to a degree which prevents her/him from performing the normal duties of the position. Such disability must be verified by a physician's statement. The Board may request another physician's opinion at the Board's expense. Should the Employee be unable to apply for the vacancy because of a disability, she/he would remain eligible to apply for the next posted vacancy but in no case shall the eligibility period be extended beyond the two (2) years described above.

4. The Employee shall notify the superintendent or her/his designee in writing of her/his intent to return to work by a date not less than three (3) weeks prior to the expiration date of the leave. In the event the Employee fails to give such timely notice, she/he shall forfeit her/his right to return as specified elsewhere in this contract and her/his employment shall be considered terminated. Any subsequent re-employment shall be discretionary on the part of the Board.
5. An Employee returning from a leave of absence due to personal injury, personal illness, pregnancy/maternity, or hospitalization shall submit a physician's statement indicating she/he is able to perform the duties of the position to which she/he is returning. Such a statement shall be submitted before the Employee may resume work. Should some question arise as to the employee's ability to resume her/his duties, the Board may request a medical examination to be administered by a duly licensed physician selected and paid by the Board.
6. While the Employee is on leave, there shall be no accumulation of seniority and no advancement on the pay schedule except that an Employee who is on leave of absence without pay for personal illness or injury shall continue to accumulate seniority for a period not to exceed a total of one (1) year. There shall be no progression on the wage scale during such time.
7. An Employee on leave of absence may request permission to accept temporary employment elsewhere. Such permission shall be granted except in cases where the Employee refused to accept re-employment in the District in her/his former position or in a position appropriately commensurate with her/his former position.
8. If the Employee on leave accepts employment elsewhere without Board approval, her/his leave will be terminated, and her/his employment with the District shall be considered terminated.
9. All leaves requested by the Employee shall be initiated by her/him with the Director of Human Resources.

10. Upon return from leave of absence an Employee's seniority shall be restored provided she/he has met all conditions for a proper return.

11. Should an Employee terminate themselves under the conditions of this section, the Union, shall be notified prior to the report being made to the Board.

**ARTICLE 17**  
**RETIREMENT, RETIREMENT BENEFITS, AND DEATH BENEFITS**

**A. RETIREMENT**

1. Retirement shall be defined as having met the minimum age and service requirements as defined by Michigan Public School Retirement Systems and includes disability retirement but excludes deferred retirement.

**B. RETIREMENT BENEFITS**

1. Employees shall receive one hundred sixty-five dollars (\$165) per year of service to the Fitzgerald School District upon retirement from the District.
2. Eligibility for benefits as provided for above will be considered complete upon the Employee notifying in writing the Michigan School Employees Retirement System of their retirement or intent to draw retirement benefits upon full eligibility.
3. An Employee who has accumulated the following minimum number of absence hours upon retirement will be reimbursed for those hours at the rate of \$3.00 per hour for Office Personnel or \$2.25 per hour for Paraprofessionals with the following maximum hours reimbursable:

8 Hour Employees	7 Hour Employees	6 Hour Employees
50% 600 - 1199	50% 525 - 1049	50% 450 - 899
75% 1200 - 1599	75% 1050 - 1399	75% 900 - 1199
100% 1600 - 2400	100% 1400 - 2100	100% 1200 - 1800

5 Hour Employees	4 Hour Employees	3 Hour Employees
50% 375 - 749	50% 300 - 599	50% 225 - 449
75% 750 - 999	75% 600 - 799	75% 450 - 599
100% 1000 - 1500	100% 800 - 1200	100% 600 - 900

4. The Board of Education will assume payment of the State Defined Employer's contribution into the Public School Employees Retirement System.
5. To those retirees who enroll in the Michigan Public School Retirement System Master Medical Health Care Plan including optional vision, dental, and hearing



and who enroll in Medicare, Parts A and B when eligible, the Board shall pay the amount deducted from the retiree's monthly retirement check for coverage up to and including full family up to 11% of the premium cost. All employees hired after January 1, 1994, will not be eligible for health or life insurance retirement option.

6. Upon retirement as defined in Section A.1 of this Article, the Board shall provide to the employee a four-thousand-dollar (\$4,000) group term life and accidental death and dismemberment insurance policy.
7. Employees upon retirement from the district shall have termination payments (including unused sick day payroll, vacation payoff, years of service retirement benefit, and retirement incentive) deposited to an employer sponsored special pay deferral plan (Special Pay 403b).

### **C. DEATH BENEFITS**

1. In the event of death, an active Employee's beneficiary (as indicated on the life insurance beneficiary card) shall receive payment in the amount listed below for each year of service to the Fitzgerald School District.
  - a. Should death occur prior to or during the work year in which age sixty (60) is attained, one-hundred-seventy dollars (\$170) for each year of service.
  - b. Should death occur during the work year in which age sixty-one (61) or sixty-two (62) is attained, one-hundred-twenty dollars (\$120) for each year of service.
  - c. Should death occur during the work year in which age sixty-three (63) through sixty-five (65) is attained, eighty dollars (\$80) for each year of service.
  - d. In the event of the death of an active Employee the Employee's beneficiary shall receive payment for fifty percent (50%) of the Employee's unused accumulated absence days. This payment shall not exceed a thirty (30) day total and shall be made at the salary rate paid the Employee at the time of death.

**ARTICLE 18  
HOLIDAYS AND VACATIONS**

**A. HOLIDAYS**

**1. OFFICE PERSONNEL**

- a. The days listed below shall be recognized as holidays and Office Personnel Employees shall be granted time off with straight time pay provided, they occur during the Employee's work year:

July 4th plus one (1) additional day	2
Labor Day	1
Thanksgiving and following Friday	2
Christmas Day, New Year's Day, plus three (3) days	5
Martin Luther King Jr. Day <small>(if no employee group is scheduled to work on that day)</small>	1
Good Friday plus one (1) day	2
Memorial Day	1

- b. Only those Office Personnel employees who are considered twelve-month, 260 days, employees shall be scheduled to work during Labor Day, Winter break, Christmas and Easter recesses except those days during recess listed as holidays or allowed winter break days.
- c. If short-week employees, school year plus twenty-five (25) days or less than school year plus twenty-five (25) days, have more than a total of five days during these recesses on which they are not scheduled to work exclusive of paid holidays, they shall have the option to schedule two of those days (16 hours) at a time agreed upon and pre-approved by the administrative supervisor.
- i. Rescheduled days may be used before or after a short-week employee's normal work year.
  - ii. Rescheduled day may be used during peak workload periods for employee overtime. Each hour used for this purpose would be equal to one and a half hours deducted from the total amount.
  - iii. Rescheduled days may be used during peak workload periods for additional help. Each hour used for this purpose would be equal to one half hour deducted from the total allotment and subject to substitute availability.
- d. At its request, the Union shall have some input in the scheduling of workdays and paid holidays which occur during the Christmas Break, provided such requests are made no later than July 1st of the current school year. It is expressly understood that this does not obligate the

Board to extend the number of paid holidays beyond what is provided in this Agreement.

- e. When one of the holidays listed above falls on a Saturday, it shall be observed on the preceding Friday. When one falls on Sunday, it shall be observed on the succeeding Monday. When any approved holiday falls during approved vacation, it shall be added to the employee's vacation time.
- f. When an employee is required to work on any of the holidays listed in this Article she/he shall be paid at the overtime rate for time worked. Such pay shall be in addition to the holiday straight-time pay.
- g. When an employee is granted compensatory time off in lieu of overtime pay for working on a holiday, such compensatory time shall be at the overtime rate.
- h. If the school year calendar as approved by the Board provides for a "winter break" when school is not in session and teachers are not required to report for work, Office Personnel shall have two days off with pay. It is understood that if an Office Personnel Employee is required to work on either or both of these days, she/he shall, at the Board's discretion, either be granted compensatory time or additional pay. The compensatory time or additional pay shall be at the straight time rate.
- i. In order to receive holiday pay, an employee must have worked a full shift on the last regularly scheduled workday before and the first regularly scheduled workday after each holiday. An employee who has been absent the day before or the day after a holiday due to illness (except) when the employee is receiving LTD benefits), or approved personal business days or approved vacation, or who is on an approved leave with pay shall have these days counted as days worked. However, an employee whose absence day accumulation has been exhausted and who does not work a full shift on the last regularly scheduled workday before or the first regularly scheduled workday after a holiday shall not receive the holiday pay.
- j. The Superintendent shall notify employees on or before September 1 of each year of all paid days considered holidays and Winter Break days.

## 2. PARAPROFESSIONALS

- a. The days listed below shall be recognized as paid holidays and Paraprofessionals shall be granted time off with straight time pay for such days provided, they occur during the Employee's work year:

Labor Day	1
Thanksgiving and Friday after Thanksgiving	2
Christmas Eve and Christmas Day	2
New Year's Eve and New Year's Day	2
Good Friday	1
Memorial Day	1

- b. It is understood that holiday pay shall coincide with the Employee's regular daily pay.
- c. When one of the holidays listed above falls on a Saturday, it shall be observed on the preceding Friday. When one falls on Sunday, it shall be observed on the succeeding Monday.
- d. If the school year calendar as approved by the Board provides for a "winter break" when school is not in session and teachers are not required to report for work, Paraprofessionals shall have two days off with pay. It is understood that if a Paraprofessional Employee is required to work on either both of these days, she/he shall, at the Board's discretion, either be granted compensatory time or additional pay. The compensatory time or additional pay shall be at the straight time rate.
- e. In order to receive holiday pay, an employee must have worked a full shift on the last regularly scheduled workday before and the first regularly scheduled workday after each holiday. An employee who has been absent the day before or the day after a holiday due to illness (except) when the employee is receiving LTD benefits), or approved personal business days or approved vacation, or who is on an approved leave with pay shall have these days counted as days worked. However, an employee whose absence day accumulation has been exhausted and who does not work a full shift on the last regularly scheduled workday before or the first regularly scheduled work day after a holiday shall not receive the holiday pay.
- f. Employees shall be notified by the Superintendent on or before September 1 of each year of all paid days considered holidays and Winter Break days.

### 3. SCHOOL AGE CHILDCARE AND BUS AIDES

- a. School Age Childcare and Bus Aide employees shall receive on the pay day following the Christmas and Good Friday holidays a payment equal to:
  - i.  $.75 \times$  the employee's hourly wage rate  $\times$  five (5) hours for Childcare Aides referred to as Flex Employees.
  - ii.  $.75 \times$  the employee's hourly wage rate  $\times$  the number of hours scheduled for the employees workday.

## B. VACATIONS

### 1. OFFICE PERSONNEL

- a. Employees shall receive vacation or vacation benefits based on length of service and length of work year. Employees whose work year is twelve months (260 days) receive vacation. Employees whose work year is other than twelve months (260 days) receive vacation benefits in the form of pay. Vacation and vacation benefits shall be computed as of the last day of the current fiscal year. They shall be available at the end of the fiscal year or the employee's work year, whichever occurs first.
- b. Schedule of Benefits - Twelve-month (260 day) employees:

Years of Service	Vacation*
Through 6	11 Days
7-14	17 Days
15 or more	20 Days

Employees working less than five (5) days per week will have their vacation days prorated (i.e., 2 weeks at four (4) days per week would be eligible for eight (8) days through six (6) years).

- c. Schedule of Benefits - other than twelve-month (260 day) employees hired prior to March 6, 2007:

Years of Service	Vacation*
Through 6	(Workdays) DIVIDED BY (teacher year + 25 days) $\times$ 10 = vacation day benefit
7-14	(Workdays) DIVIDED BY (teacher year + 25 days) $\times$ 15 = vacation day benefit
15 or more	(Workdays) DIVIDED BY (teacher year + 25 days) $\times$ 20 = vacation day benefit

Schedule of Benefits - other than twelve-month (260 day) employees hired on March 6, 2007, or later:

Years of Service	Vacation Benefits*
0-2	None
3-5	(Workdays) DIVIDED BY (teacher year + 25 days) x 5 = vacation day benefit
6-10	(Workdays) DIVIDED BY (teacher year + 25 days) x 10 = vacation day benefit
11-14	(Workdays) DIVIDED BY (teacher year + 25 days) x 15 = vacation day benefit
15 or more	(Workdays) DIVIDED BY (teacher year + 25 days) x 20 = vacation day benefit

- d. An employee may request additional time off without pay as an extension of vacation. Such request, however, must be in writing and have prior approval of the administrative supervisor and the Superintendent or her/his designee.
- e. Employees, who qualify for vacation days, shall be granted vacation days for periods of regular employment. Such employment shall include approved absence days but shall not include days while on leave of absence without pay.
- f. An employee who, while on vacation, is hospitalized or confined under a doctor's care may use either absence days or vacation days.
- g. Upon termination of employment, an employee shall be paid her/his accumulated vacation benefits as of the effective date of such termination, provided the employee has given notice of termination in writing to her/his administrative supervisor at least two (2) weeks prior to the effective date of the termination.
- h. Accrued vacation benefits may be used in lieu of pay deduct during Christmas, winter, and Easter breaks.
- i. New hires on or after April 1, 2012, who are less than 12-month employees, shall not be entitled to the vacation benefit.

## 2. PARAPROFESSIONALS

- a. Employees shall receive a vacation benefit at the rate of 2.7 hours of benefit for each one hundred (100) hours worked during the employee's regular work year, including holidays but excluding overtime. Vacation benefits shall be computed as of the last day of the current fiscal year. They shall be available at the end of the fiscal year or the employee's

work year, whichever occurs first. Employees hired on or after March 6, 2008, will receive benefit beginning their 3rd year of employment.

- b. Accrued vacation benefits may be used during Christmas, Winter and Easter Breaks, and Act of God days.
- c. New hires on or after April 1, 2012, who are less than 12 month employees, shall not be entitled to the vacation benefit.

## **ARTICLE 19**

### **ABSENCE DAYS, TARDINESS AND PERFECT ATTENDANCE**

#### **A. ABSENCE DAYS**

##### **1. Allowance**

- a. Employees shall be granted an annual allowance of absence days which shall be used to cover absence due to personal or family illness, injury, disability, funeral attendance or approved "personal business", (which shall be defined as conduction affairs which cannot be conducted outside of working hours). "Family" shall be defined as: wife/husband; sister/brother; grandmother; mother-in-law; sister-in-law; son-in-law; mother/father; son/daughter; grandfather; father-in-law; brother-in-law; or daughter-in-law.
- b. Employees absent for reasons covered under terms of this Article shall receive full pay for their absence to the extent their annual allowance and accumulation permits.
- c. Less than twelve (12) month employees shall be granted up to ten (10) absence days per year.
- d. The absence day allowance shall be rounded to the nearest quarter (1/4) day.
- e. In no case shall the annual absence day allowance for any employee exceed eighteen (18) days.
- f. It is understood that in all cases the length of the absence day coincides with the length of the workday.
- g. The absence day allowance shall be granted one (1) week after the beginning of the work year.

- h. Office Personnel and Paraprofessionals who begin employment during the year shall receive their absence allowance one (1) week after employment begins and at the rate of one (1) day per month for the remaining months of the work year, provided that one-half of the working days in any month are to be worked.
- i. Employees absent at the beginning of the work year for an approved reason will receive their absence day allowance one (1) week after returning to work. For deductions due to approved absence, they will be reimbursed up to their annual allowance.
- j. An Employee who for any reason moves to a job classification having a longer workday shall have her/his absence day accumulation adjusted proportionately to reflect the longer workday. The absence allowance for the remainder of the work year must also be adjusted.

## **2. Accumulation**

- a. At the end of each fiscal year all unused leave days shall be credited to the Employee's leave bank to accumulate without limit.
- b. Employees returning to work from layoff or from an approved leave of absence shall retain the absence day accumulation in effect immediately prior to the layoff or leave.

## **B. USE OF ABSENCE DAYS**

1. Absence days may be used for personal illness, personal injury, or funeral attendance. Absence days may also be used for qualified personal business or approved personal business days for conducting medical or legal affairs.
2. For partial days of absence, partial days shall be deducted from the employee's accumulation at the rate of one fourth (1/4), one-half (1/2), or three-fourths (3/4) day, whichever most closely coincides with the actual number of hours of absence.
3. Employees absent from work immediately prior to holidays, and whose absence day accumulation has been exhausted, shall not be paid for such holidays.
4. An absent employee whose absence day accumulation has been exhausted and who continues to be absent shall have the option of applying accrued vacation time.



5. An employee who for any reason moves to a job classification having a longer working day shall have her/his absence day accumulation adjusted proportionately to reflect the longer workday. The absence allowance for the remainder of the work year must also be adjusted.

### **C. PERFECT ATTENDANCE**

Employees who have used zero (0) absence days during the entire first semester of the school year shall receive a \$200.00 stipend payment. Employees who have used zero (0) absence days during the entire second semester of the school year shall receive a \$200.00 stipend payment.

### **D. PERSONAL BUSINESS**

1. An employee requesting absence days for personal affairs shall complete the form provided by the Board. Requests for use of personal affairs days shall be made by the employee at least two (2) days prior to the absence, except in cases of emergency. The request shall be submitted to the employee's immediate supervisor who shall advise the employee as to approval or disapproval at least one (1) day prior to the absence.
2. An Employee who has accumulated fifty (50) absence days shall be allowed two (2) qualified personal business days per year from the absence day allowance where the Employee does not have to give a reason for their absence.

### **E. JURY - COURT DUTY**

1. The Employee shall be excused from her/his regularly assigned duties for jury duty or for attendance at court pursuant to subpoena to give testimony before any judicial tribunal for any crime, provided she/he has followed the procedures established for applying for absence due to personal affairs.
2. The employee shall turn in a copy of her/his Court summons to the Head Bookkeeper in the Business office. This summons shall include the week and/or weeks being served. For this absence the employee shall also contact the absence tape to report the days of absence. When the employee receives the check from the court clerk, this check must be turned into Fitzgerald Public Schools Business office. Any mileage fees included in this check, will then be reimbursed to the employee serving court time or jury duty.
3. For such absence, there shall be no deduction from the employee's absence day accumulation, provided that the employee has met all the condition in seeking approval for such absence as stated above.

## **F. REPORTING ABSENCE**

1. Employees shall give notice of absence for any reason on the reporting system at least one (1) hour before her/his starting time on the day of her/his absence. The employee's intent to return shall be reported on the reporting system at least one (1) hour before starting time on the day of return. Failure to meet the requirements may result in forfeiture of pay for the day.
2. If a School-Age Child Care Aide anticipates an absence day, such Employee shall give notice of absence on the reporting system at least twenty-four (24) hours before her/his starting time. In instances of a medical emergency impacting an Employee, such Employee shall give notice of absence on the reporting system at least two (2) hours before her/his starting time on the day of her/his absence.
3. The Board recognizes that School-Age Child Care Aides on occasion may have a medical emergency that would require less than two (2) hours' notice. All School-Age Child Care Aides will make every effort to notify the District through the reporting system with as much advance notice as she/he can.
4. An employee who must become absent during the day shall notify the secretary in charge of obtaining substitutes as well as her/his immediate supervisor.

## **G. RETURN TO WORK FOLLOWING ABSENCE**

1. An employee absent for three (3) consecutive days or more due to illness or disability shall, upon request, provide a physician's statement certifying illness or disability and/or ability to return to work. Physician means a person licensed to practice medicine in this state.
2. Should some questions arise relative to the employee's illness, disability or ability to return to work, the Board may request a medical examination to be administered by a duly licensed physician selected and paid by the Board.

## **H. ABSENCE DAY RESERVE PLAN**

1. The Board will provide the bargaining unit a reserve of absence days not to exceed 125 days for each year of this Agreement. Up to twenty-seven (27) of these absence days shall be available to those employees who have exhausted their personal accumulation of absence days and are absent due to personal illness, injury, or disability. The use of absence days from this reserve will be subject to the following conditions:

- a. Waiting period of three (3) consecutive days of absence, without pay between exhaustion of personal accumulation of absence days and eligibility to draw from reserve.
- b. Written request by the employee to draw from the reserve and submitted to the Director of Human Resources prior to exhaustion of her/his personal accumulation of absence days.
- c. Repayment of days an employee draws from the reserve shall be equal to one-half (1/2) the number of days used and shall be taken from the employees' annual absence allowance in future years. Such repayment shall be at the rate of five (5) days per year until all days have been repaid to the reserve.
- d. Employees on leave of absence without pay shall not be eligible to draw absence days from the reserve.
- e. The Board shall notify the Union in writing whenever the absence reserve plan is used.
- f. No days from the reserve shall be granted to any employee whose personal accumulation of days would not be exhausted prior to qualification for payment of LTD benefits as provided in other articles of this agreement.

**I. TARDINESS**

- 1. It is understood that punctuality is a requirement of all employees.
- 2. The employee shall report an anticipated tardiness to her/his immediate supervisor as soon as practical after she/he realizes that tardiness will occur.
- 3. Tardiness shall be treated as follows for any one (1) work year:
  - a. First occurrence                      verbal reminder
  - b. Second occurrence                    written reminder
  - c. Third occurrence                      written warning
  - d. Fourth occurrence                    suspension without pay
- 4. In cases where a pay deduction is enacted, such deductions shall be to the nearest quarter (1/4) hour.
- 5. Tardiness greater than one (1) hour, for which there is no pay deduction, shall be deducted from the employee's absence day accumulation according to the provision in this Article.

6. Under certain conditions, the superintendent may suspend the rules regarding tardiness.

## **ARTICLE 20 COMPENSATION**

### **A. WAGES**

1. Effective July 1, 2018, and for the duration of the contract, there shall be a 0% increase on the wage scale; however, employees not at their maximum step continue to receive steps as listed on the wage scale.
2. For the 2018-2019 school year, employees will give Three (3) furlough days (no pay days). The dates are to be mutually agreed between representatives of the Union and the District. The District will make every effort to spread the cost of the furlough days over as many pay periods as possible.
3. For the 2019-2020 school year, employees will give Three (3) furlough days (no pay days) unless otherwise negotiated. The dates are to be mutually agreed between representatives of the Union and the District. The District will make every effort to spread the cost of the furlough days over as many pay periods as possible.
4. The Fitzgerald Board of Education agrees to eliminate the furlough day reductions for the 2019-2020 school year as stated in the Local 2654 Collective Bargaining Agreement 2018- 2020 in Article 20 Compensation, effective upon local ratification and Board of Education approval of this proposal on or around August 12th, 2019.

### **B. EMPLOYEE COMPENSATION**

#### **1. OFFICE PERSONNEL**

- a. For services rendered to the school district, employees shall be paid according to the rate scheduled in Appendix A of this Agreement.
- b. Pay periods shall be of two (2) weeks duration with payment being made electronically every other Friday.
- c. Employees whose work weeks plus vacation benefits equal fifty-two (52) weeks shall be paid in twenty-six (26) bi-weekly pays, except that periodically (every four to six years) it will be necessary to issue twenty-six and one-half (26 1/2) pays. For those employees the pay year shall begin on July 1.

- d. Other employees may, at their option, be paid in twenty-six (26) bi-weekly pays with vacation benefits paid separately on the last pay period. For those employees, the pay year begins when they are required to report to work for the ensuing school year.
- e. The Board shall provide for all payroll deductions required by law. Other deductions which may be requested are Credit Union, Income Protection Insurance, Tax Sheltered Annuities, and United Way, provided each deduction is Ten Dollars (\$10) or more, hospitalization-medical insurance premiums and Union dues/service fee/PAC.
- f. Advancement on the wage scale shall occur according to the step progressions indicated on the wage scale.
- g. Step one (1) on the wage scale only applies to new Office Personnel hired for the first time. The ninety (90) calendar days is not applicable for an existing employee who changes job classification. Also, new hires placed at a step above one (1) will remain at that level for a twelve (12) month period.
- h. It is understood that short-hour employees shall receive fringe benefits on a proportionate basis.
- i. Overtime. Compensation for overtime shall be at the rate of time and one-half the existing hourly rate.

## **2. PARAPROFESSIONALS**

- a. For services rendered to the School District, Employees shall be paid according to the rate scheduled in Appendix B of this contract.
- b. Pay periods shall be of two (2) weeks duration with payment being made electronically every other Friday.
- c. Payment shall reflect an equal spread of the paraprofessionals contracted workdays, plus paid holidays for which the Employee is eligible during year.
- d. The pay year begins when Paraprofessionals are required to report to work for the ensuing school year.
- e. The Board shall provide for all payroll deductions required by law. Other deductions which may be requested are Credit Union, Income Protection Insurance, Tax Sheltered Annuities, and United Way,

provided each deduction is Ten Dollars (\$10) or more, hospitalization-medical insurance premiums and Union dues/service fee/PAC.

- f. It is understood that short-hour employees shall receive fringe benefits on a proportionate basis.
- g. Overtime. Compensation for overtime shall be at the rate of time and one-half the regular hourly rate.

### **3. BUS AIDES**

- a. For services rendered to the School District, Employees shall be paid according to the rate scheduled in Appendix C of this contract.
- b. Pay periods shall be of two (2) weeks duration with payment being made electronically every other Friday.
- c. Payment shall reflect the numbers of days actually worked during the pay period.
- d. The pay year begins when Bus Aides are required to report to work for the ensuing school year.
- e. The Board shall provide for all payroll deductions required by law. Other deductions which may be requested are Credit Union, Income Protection Insurance, Tax Sheltered Annuities, and United Way, provided each deduction is Ten Dollars (\$10) or more, hospitalization-medical insurance premiums and Union dues/service fee/PAC.
- f. Overtime. Compensation for overtime shall be at the rate of time and one-half the regular hourly rate.

### **4. SCHOOL-AGE CHILD CARE AIDES**

- a. For services rendered to the School District, Employees shall be paid according to the rate scheduled in Appendix D of this contract.
- b. Pay periods shall be of two (2) weeks duration with payment being made electronically every other Friday.
- c. Payment shall reflect the numbers of days actually worked during the pay period.

- d. The pay year begins when School-Age Child Care Aides are required to report to work for the ensuing school year.
- e. The Board shall provide for all payroll deductions required by law. Other deductions which may be requested are Credit Union, Income Protection Insurance, Tax Sheltered Annuities, and United Way, provided each deduction is Ten Dollars (\$10) or more, hospitalization-medical insurance premiums and Union dues/service fee/PAC.
- f. Overtime. Compensation for overtime shall be at the rate of time and one-half the regular hourly rate.

## **C. LONGEVITY**

### **1. OFFICE PERSONNEL**

- a. Employees shall receive additional hourly pay according to the schedule below:
  - Beginning with the 5th\* year .30 per hour
  - Beginning with the 10th year .45 per hour
  - Beginning with the 15th year .55 per hour
  - Beginning with the 20th year .70 per hour
  - Beginning with the 25th year .85 per hour

### **2. PARAPROFESSIONALS**

- a. Employees shall receive additional hourly pay according to the schedule below:
  - Beginning with the 5th year .30 per hour
  - Beginning with the 10th year .45 per hour
  - Beginning with the 15th year .55 per hour
  - Beginning with the 20th year .70\* per hour

### **3. GENERAL**

- a. In determining credit for longevity pay, one work year shall constitute a full year of credit regardless of the number of work weeks.
- b. Longevity pay shall begin with the first full pay period following the anniversary date which established eligibility.
- c. It is understood that credit toward longevity payment is based on accrued seniority in the District.

**D. STIPENDS**

The coordinating secretary will receive an additional three hundred and fifty dollars (\$350) per year over and above her/his contractual salary.

**E. EDUCATIONAL INCENTIVE**

Upon completion of a program of study related to her/his work assignment culminating in a Masters, Bachelor or Associate Degree, the Office Personnel, Paraprofessional, Child Care Aide and Bus Aide Employees shall receive an additional five hundred dollars (\$500) per year. It is expressly understood that to qualify for such payment the program of study must be approved in advance by the Superintendent or her/his designee. Less than full time Employees shall receive this benefit on a proportionate basis. Present Employees possessing a Bachelor's Degree or Associate Degree shall receive this benefit if the degree is determined to be job related.

**ARTICLE 21  
DURATION, SEVERABILITY, WAIVER**

**A. DURATION**

1. This contract shall be effective as of July 1, 2021 and shall expire at 11:59 p.m. local time June 30, 2024.
2. This Agreement constitutes the sole and entire existing Agreement between the parties with respect to rate of pay, wages, hours of employment or other conditions of employment.

**B. SEVERABILITY**

1. This Agreement and each of the terms and conditions herein are subject to the laws of the State of Michigan in all respects, and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, the remaining provisions of this contract shall remain in full force and effect insofar as possible.
2. Rights granted to the Board of Education on topics covered by PA 112 (1994) shall be deemed to exist as rights not restricted by the terms and conditions of the Master Contract between the Union and the Board.



### **C. WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. The Board and Union, therefore, for the life of this contract, mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Board and the Union in an amendment hereto which shall be signed by both parties.

## WAGE SCALES

### OFFICE PERSONNEL HIRED PRIOR TO FEBRUARY 1, 2010

	Position	Work Days	1	2	3	4	5	6
I	Secretary to H.S. Principal	205	18.41	19.07	19.57	20.23	20.8	21.38
	Secretary to M.S. Principal & Elem. Principal	200						
II	Secretary to H.S. Counselor	200	17.59	18.16	18.78	19.41	19.98	20.58
	Secretary to Asst. H.S. Principal, Director of Athletics, & M.S Counselors	195						
III	Office Clerks/Media Clerks	185	13.25	13.66	14.06	14.47	14.88	15.29

\*Workdays do not include holidays

Current employees as of February 1, 2010 can earn a five hundred dollar (\$500) Professional Development Stipend by completing two (2) college classes (or certificate), with a grade C or better, in their respective classification (I, II, or III) and course level of A, B, and C. The District will reimburse tuition for the first class at each level upon proof of completion and grade C or better. Employees are eligible for one PD Stipend at each level (maximum of 3 stipends). Class list of PD is based on offerings at Macomb Community College. Alternatives to PD classes may be approved on an individual basis at the discretion of the Superintendent. Adjustments to PD courses due to changes in offerings by Macomb Community College are to be discussed and mutually agreed by the Union and District. Courses and levels are per the guidelines distributed and available in the Human Resources Dept.

**OFFICE PERSONNEL  
HIRED ON OR AFTER FEBRUARY 1, 2010**

	Position	Work Days	1	2	3	4	5	6
<b>I</b>	Secretary to H.S. Principal	205						
	Secretary to M.S. Principal & Elem. Principal	200	17.59	18.09	18.59	19.09	19.58	20.09
<b>II</b>	Secretary to H.S. Counselor	200						
	Secretary to Asst. H.S. Principal, Director of Athletics, & M.S Counselors	195	15.98	16.46	16.94	17.44	17.92	18.41
<b>III</b>	Office Clerks/Media Clerks	185	12.42	12.79	13.16	13.53	13.89	14.27

\*Workdays do not include holidays

Employees hired on or after February 1, 2010 are not eligible for Professional Development Stipend.

## PARAPROFESSIONALS

	Classification	3	4	5	6	7
I	Specialized- GSRP & Braille/Hard of Hearing	13.81	14.23	14.88	15.47	15.92
II	Special Education & Instructional	13.25	13.95	14.59	15.17	15.58
III	General	11.19	11.59	11.99	12.40	12.81

Paraprofessional workdays follow the teacher's calendar.

The following will be effective the beginning of the 2019-2020 school year:

- Step 1 and Step 2 of the paraprofessional wage scale will be suspended.
- All newly hired district paraprofessionals will begin employment on step 3 of the wage scale.

Employees hired prior to February 1, 2010 can earn a five hundred dollar (\$500) Professional Development Stipend by completing two (2) college classes (or certificate), with a grade C or better, in their respective classification (I, II, or III) and course level of A, B, and C. The District will reimburse tuition for the first class at each level upon proof of completion and grade C or better. Employees are eligible for one PD Stipend at each level (maximum of 3 stipends). Class list of PD is based on offerings at Macomb Community College. Alternatives to PD classes may be approved on an individual basis at the discretion of the Superintendent. Adjustments to PD courses due to changes in offerings by Macomb Community College are to be discussed and mutually agreed by the Union and District. Courses and levels are per the guidelines distributed and available in the Human Resources Dept.

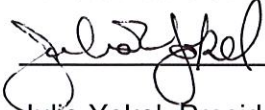
Employees hired on or after February 1, 2010 are not eligible for Professional Development Stipend.

Seniority by Dept. shall carry over for purposes of layoff, recall, and filling of vacancies.

The signatures affixed to this Master Agreement between the Board and the Association verify the ratification of the Agreement by both parties.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective and proper officers, duly authorized, August 16, 2021, by the Board of Education and 2654 Local.

For the Board of Education:



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Julie Yokel, President



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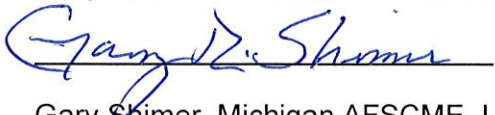
Kimberly Pawlukiewicz, Superintendent

For the Union:



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Mary Droste, President AFSCME, Local 2654



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Gary Shimer, Michigan AFSCME, Local 2654