

AGREEMENT

Between the

FENTON AREA PUBLIC SCHOOLS

And the

**FENTON EDUCATIONAL
SUPPORT PERSONNEL/
MICHIGAN EDUCATION ASSOCIATION**

2004 - 2007

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AGREEMENT

This agreement is made the first day of July 2004, between the Fenton Public Schools Board of Education, hereinafter referred to as the "Board" and Fenton Educational Support Personnel by the Michigan Education Association (M.E.A.) hereinafter referred to as the "Union".

NOTE: The headings used in this Agreement, and exhibits neither add to nor subtract from the meaning, but are for reference only.

ARTICLE I

Recognition

The Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect of wages, hours, and working conditions of employment, for the term of this Agreement of all employees of the Board included in the bargaining unit listed on page 38, Groups and Classifications as described below:

All Clerical, Custodial, Food Service, Grounds, Library/Technology, Maintenance, Mechanic, Paraprofessional, Staff and Student Assistant, and Transportation, but excluding supervisors, central administration secretaries, bookkeepers and payroll clerks, *and all other employees* including substitutes who are not bargaining unit employees. Working supervisory employees within the bargaining unit have the responsibility for direction of bargaining unit employees including the initiation of disciplinary action only at the direction of the superintendent or his designated representative.

ARTICLE II

Deduction of Dues

- A. The Board agrees to deduct from the salaries of employees' dues for the Union when voluntarily authorized in writing by each employee desirous of having such dues deducted.

It is recognized that because of religious conviction, or otherwise, some employees object to *joining any organization* engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense, which is appropriately shared by all employees who are beneficiaries of such agreements.

In the event an employee shall not join the Union and execute an authorization for dues deduction, such an employee shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a service fee the amount of which is determined by an arbitrator, which fee shall be forwarded to the Union.

- B. Regular dues shall be deducted together, as one deduction, in 9 equal monthly installments.
- C. Dues authorization filed with the Superintendent on or before the 1st day of September of each year, shall become effective with the first scheduled dues deduction of the current school year. Dues authorization filed *after the first day of September*, shall be deducted together, as one deduction, in equal monthly installments through the remainder of the school year.
- D. Dues authorization once filed with the superintendent shall continue in effect until a revocation form in writing and signed by the employee is filed with the superintendent and the membership chairman of the Union. Thereafter the employees shall be subject to pay the service fee and revocation form must be filed subsequent to June 1 and prior to September 1 of any year.

- E. The Union shall, on or before the first day of September, give written notification to the superintendent of the amount of its dues which are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification shall not be subject to change during the entire school year.
- F. For the purposes of this Article, the term "school year" shall include the period beginning with the first employee working day of the school in the fall to the last employee working day of the school in the spring.
- G. Dues deductions shall be transmitted by the superintendent to the Union treasurer within five (5) days after such deductions are made. The Union shall be responsible for disbursements of dues paid to it.
- H. All refunds claimed for dues of the Union under such dues authorizations shall lie solely with the Union. The Union agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.
- I. Any dispute between the Union and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- J. The Union will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.
- K. Non-bargaining unit members will be subject to paragraphs A, B, F, G, H, I, and J above.
- L. Any employee not exempted in Paragraph A who shall refuse to pay the service fee shall be subject to dismissal upon filing of written charges by the Union.
- M. The Union shall assume all costs and liabilities of whatever nature incurred by the Board for the enforcement of this Article.

ARTICLE III

Managerial Rights

The Union recognizes and agrees that the Board, as employer, has the responsibility to manage and direct, by the establishment of and administration of policy, in behalf of the public, all the operations and activities of the School District. The Board agrees that such management and operation shall be in conformance with the laws of the State of Michigan, including its obligation to bargain wages, hours and working conditions under PERA of 1965, and the laws of the United States of America.

The Union recognizes and agrees that the Board retains the sole right and responsibility to manage and operate the business in all respects and as to all matters in connection with the exercise of such right in accordance with the procedures provided in this Agreement. All management rights and functions, except those that are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board.

It is expressly recognized, merely by way of illustration and not by way of the limitation, that such rights and functions include but are not limited to, (1) full and exclusive control of the management of the business, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement, (3) the right to change or introduce new operations, methods, processes, means of facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, and (6) to suspend, discipline and discharge employees for just cause and otherwise to maintain an orderly, effective and efficient operation.

ARTICLE IV

Employees Rights

- A. Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employees. The private and personal life of any employee is not within the appropriate concern or attention of the Board unless it reflects unfavorably on the school district.

- B. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in or association with the activities of the Union.

ARTICLE V

Compensation

- A. The salaries of employees covered by this Agreement are set forth in Schedules A, B, C, D, E, F, AND G, which are attached to and incorporated in this Agreement. Schedule "A" shall apply to clerical employees, Schedule "B" to operational employees, Schedule "C" to transportation employees, Schedule "D" to food service employees, Schedule "E" to staff and student assistants, Schedule "F" to media/technology support personnel, and schedule "G" to paraprofessionals. Such salary schedules shall remain in effect through June 30, 2007.

- B. Employees experience credit will be allowed on the salary schedule according to the following:
 - 1. The date of hire will be used as the anniversary date for increment pay increases.
 - 2. At the beginning of each contract year, all employees will move to the pay scale of the current year.
 - 3. New hires will be placed on zero step and earn an increase in pay as determined in salary Schedule A,B,C,D,E, F, AND G.
 - 4. Any employee who voluntarily applies for and fills a vacancy shall have his/her step placement determined as follows:

- a. An employee who fills a vacancy within the Group they are currently employed in will carry their group seniority for the purpose of placement on the salary scale only. Example - Step 1 of Asst. Food Service Manager to Step 1 of Food Service Manager.
 - b. An employee who fills a vacancy within a Group in which he/she is not currently employed, he/she shall be paid at a step, if available, not less than the employee's current rate of pay. If such a step is not available, because of a lesser paid position, the employee shall be paid at the highest step of the new classification.
- C. Overtime employees will be paid time and one-half for hours worked in excess of eight (8) hours per day or 40 hours per week as follows: All compensated days off, excluding sick days, shall count toward the 40 hours required for overtime work.
- 1. Within each employee group any overtime shall be distributed on a rotation basis within a building according to seniority within classification.
 - 2. Maintenance overtime required outside of their respective building will be offered using a rotation system incorporating the concept of "equalizing hours".
 - 3. Custodial overtime required outside of their respective building will be offered using a rotation system incorporating the concept of "equalizing hours".
 - 4. Schedule C (Transportation) employees will receive overtime pay at the rate of time and one half for hours worked in excess of 40 hours per week, and on Sundays and those holidays identified in Article 24, Section B, Paragraph 1.

ARTICLE VI

Hours of Work

- A. A normal workday shall be 8 hours per day. The normal workweek shall be 40 hours per week Monday through Friday, unless otherwise noted in the applicable salary schedule.
- B. All employees shall be entitled to duty-free uninterrupted unpaid lunch period of not less than one-half hour.
- C. Employee Break Time:
 - 1. 8 hr. employees: two (2) 15 minute breaks
 - 2. 6 hr. or more, less than 8 hr: one (1) 15 minute break and one (1) 10 minute break
 - 3. 4 hr. or more, less than 6 hr: one (1) 15 minute break
 - 4. 3 hr. or more, less than 4 hr: one (1) 10 minute break

ARTICLE VII

Work Loads and Assignments

- A. Since efficient school administration is promoted when employees are working within their area of competence without excessive and over-burdening demands, employees shall not be assigned work which may be properly distributed to other personnel except temporarily and for good cause.

- B.
1. A written job description and workload assignment, if applicable to that classification, shall be provided to each employee in order to facilitate the performance of his or her duties.
 2. Job descriptions shall be provided to all new employees at the time of hire and shall be distributed to all employees every other year beginning in the fall of 2004. The employees shall acknowledge receipt of their job description. The receipt is to be dated and signed and placed in the employee's personnel file.
 3. The employer and the Union shall review the job descriptions upon the request of either party and if changes or alterations or modifications are made in the job, the employer is to prepare a new job description, subject to review, and shall distribute it to all employees in that particular classification(s).
 4. Employees shall receive on an annual basis a written performance evaluation, which shall be reviewed with the employee and placed in the employee's personnel file. It shall be signed by the employee, which indicates receipt of the evaluation and not necessarily agreement.
- C. The Board recognizes the principle of a standard forty hour workweek and will set work schedules and make work assignments which can be reasonably completed within such standard workweek. The Board will not require employees regularly to work on a regular or continued basis in excess of such standard workweek within or outside of any school building.
- D. When additional help is necessary, employees shall receive the service of a helper or helpers to assist them. The employee's supervisor shall make the determination that additional help is necessary.
- E. Supervisors or non-bargaining unit employees not covered by this Agreement shall not displace employees covered by this Agreement by performing work normally performed by such bargaining unit employees except for an emergency or training of employees. Supervisory employees shall be permitted, however, to continue to perform those duties which they have performed on a periodic basis, providing that the performance of such work does not result in the layoff of a bargaining unit employee who normally would perform such work.

ARTICLE VIII

Vacancies

- A.
1. All vacancies shall be posted within 20 working days when a vacancy occurs. Vacancies, when approved by the Board, shall be posted in a conspicuous place in each building by the Union for at least five (5) working days. The Board agrees to provide postings to the Union's designated representative and alternate in timely fashion for posting no later than the first day of the posting period. Any interested employee may apply for said vacancy by submitting a written application to the Board within the five (5) working day period, except as provided in Paragraph B.

2. The Board will fill said vacancy within fifteen (15) working days after the posting period expires, if the job is granted to a seniority employee. If the vacancy is not filled from within the bargaining unit, the board can continue to actively recruit qualified applicants for a period of 6 months. The probationary period shall commence upon the designated date of hire. The designated date of hire shall be the first day worked after the posting period is completed. The board shall not be required to re-post said vacancy after that six (6) month period.
 3. If, during the school year, an employee is absent from work during the posting period as a result of a vacation or a leave of absence approved by the Board, if requested by the union, the posting period will be extended for an additional five (5) working days to enable the Union to contact the employee to determine whether the employee wishes to bid.
 4. If the Board does not assign the position to a successful applicant within the 15 working days, the seniority employee assigned shall receive the rate of the new position as of the 16th working day. The board may request an extension if circumstances warrant.
 5. A new employee while serving in their 90 working day trial period may not apply for or be considered for a new job during that probationary period. An employee while serving in their thirty (30) working day provisional trial period may apply and may be considered for a new job during that period, with the trial period starting over again if that employee is hired for the new job.
 6. Management has the right to expand a job (hours or days) without posting under the following conditions:
 - a. The daily workday may be extended up to, but not including, one hour.
 - b. The work year may be extended by no more than 10 days.
 - c. No expansion may affect the fringe benefits of the job.
 - d. Any position that had hours or work year extended without posting shall not have recourse to bumping rights in the event those hours or days are later reduced to their original condition.
 - e. 2002-2003 work schedule shall be considered the base.
- B.
1. Postings for vacancies and new positions, which occur during the summer months, shall be sent by mail to the Union president or designee. The summer posting period shall be extended to 15 days.
 2. All summer postings shall also be made available at the board office on a special posting binder.
- C. Employees selected by the Board to fill any vacancy must report for work on the first day designated by the Board or be disqualified for such position.
- D. The Board will give due consideration to seniority within the classification and to the employee's qualifications. If all factors are relatively equal, the Board will give first consideration to the employees with the greatest seniority within a classification. If all factors are relatively equal, the Board will give first consideration to bargaining unit employees over applicants outside the bargaining unit. The Board retains the right to hire qualified applicants from outside the bargaining unit, where in its judgment no qualified employees apply.

The new employee who meets the requirements set forth and is selected by the Board, shall be granted 90 working days trial period to determine the employee's desire to remain on the job. All employees who have applied for a position will be notified as soon as possible after a decision has been made.

- E. An employee who is transferred to a different job within the same classification by the Board shall be granted a twenty (20) working day trial period to determine his/her desire to remain on the job. An employee who is reassigned (promoted/demoted) to a different job *within a different classification* by the Board shall be granted a thirty (30) working day trial period to determine his/her desire to remain on the job. If the Board or the employee determines that the employee should not be retained on the new job, the employee shall be returned to their former job.

ARTICLE IX

Reduction and Recall of Personnel

- A. In the event the Board finds it necessary to reduce hours or eliminate positions, the employee(s) affected shall have the opportunity to bump the lowest senior employee, in his/her classification with the same number of hours/weeks, if the employee's seniority allows. If he/she is the least senior employee with those hours/weeks, he/she may bump the least senior employee *with the next lowest hours/weeks if his/her seniority allows.*

If a vacancy exists within the same classification with equal hours/weeks, the employee must accept that vacant position. If a vacancy exists within the same classification with *less hours/weeks, the employee may take the vacancy or exercise bumping rights.* The employee may instead choose to bump the lowest senior employee in any other classification in which his/her seniority applies.

If an employee's hours/weeks are reduced and the only position(s) within his/her classification is/are of equal or greater hours/weeks than his/her position that was just reduced, the employee must stay in his/her reduced position and may not bump another employee within that classification with equal or greater hours/weeks even if he/she has more seniority than the other employee(s) within his/her classification.

1. When there is a reduction within a classification, an employee may not use group seniority to hold that position in that classification.
2. An employee may choose from his/her accumulated group seniority to secure the *job of choice by bumping the least senior employee in a different classification where his/her seniority may apply.*
3. An employee may bump across or down using accumulated group seniority to bump the least senior employee in an equal classification or lower classification within their group.
4. An employee may use his/her group seniority to hold his/her position in an across or downward bump in an equal classification or lower classification within his/her group.
5. An employee bumping out of their classification using group seniority must meet the minimum qualifications of *the last posted position and serve a 45-day provisional probation period.*
6. If an employee so chooses, he/she may bump into any classification where he/she has frozen seniority, bumping the least senior person in that classification *regardless of hours worked or job calendar.*
7. If an employee fails to exercise their seniority bumping rights and is laid-off, their seniority is frozen and they cannot lay claim to that position unless they are recalled at a later date.

- B.
1. Seniority shall be cumulative within a group.
 2. Bumping across is defined as bumping into any classification within a group that is of equal pay to the employee's current hourly rate.
 3. Bumping down is defined as bumping into any classification within a group that is of lower pay than the employee's current hourly rate.
 4. No employee may bump into a classification using group seniority, which gives him or her a higher hourly rate of pay.
 5. Group seniority is defined as the sum total of all seniority earned within any individual group defined in this agreement.
- C. Employees to be laid off for an indefinite period of time shall receive two (2) weeks notice of layoff in writing by the Board. The chapter treasurer shall receive a list from the Board containing the names of employees to be laid off on the same date that the employees are notified. After two years of being in laid off status, the employee shall lose all rights to recall in the Fenton Area Public Schools.
- D. In the event recall of personnel comes about, employees with the greatest seniority, whether on layoff or in a lower classification because of the reduction, will be recalled to their former classification first. Employees who are laid off will then be recalled to their former classification.
- E. Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. Every employee shall be required to notify the Board of their intent to return to work within the two (2) working days after receipt of the recall notice. If the employee fails to report for work within ten (10) working days from the date of the notice of recall, the employee shall be considered a quit. Under extenuating circumstances, exceptions shall be made by mutual agreement.
- Laid off seniority employees substituting within their classification shall receive seniority for hours worked in their classification upon recall to work in their classification.
- F. The Board shall establish, on a periodic basis, one substitute list for each classification.
1. The substitute list shall include both laid off employees and non-bargaining unit persons, with laid off employees listed first in order of seniority.
 2. Laid off employees shall be listed first according to seniority in that classification and then all outside substitutes will be listed alphabetically.
 3. When substitutes are needed, employees from that classification whose hours have been reduced will be given first consideration on the basis of seniority provided that they are available to work. Outside substitutes may then be called.
 4. Records shall be maintained to indicate when calls were made to obtain substitute workers in each classification.
 5. This procedure shall be used in each classification within the bargaining unit. Laid off bargaining unit members who were not available to work shall not be accorded access to the grievance procedure.

ARTICLE X

Seniority

- A. Seniority Computation for Years of Service:
1. Seniority will be computed by day.
 2. All unpaid leave days will result in pro-ration of said year with the following exceptions:
 - a. workers' compensation (see Article XXII, D)
 - b. military leave (see Article XXIII, E)
 - c. Unpaid medical leave (as set forth in number 3 below)
 3. *When an employee is on unpaid medical leaves in excess of thirty (30) consecutive working days the employee shall receive seniority for only the first 30 working days.*
 4. *Following the successful completion of any probationary period, paid leave days will be counted as days worked.*
- B. Employees temporarily transferred/reassigned shall continue to accumulate seniority in their original classification. After thirty (30) days, the employee shall carry their *accumulated group seniority* for the purpose of the placement on the salary schedule and for determining eligibility requirements of fringe benefits.
- C. Notwithstanding their position on the seniority list, the President, Stewards (excludes alternates) and Grievance Chair, with the President having the highest seniority, shall in the event of a layoff of any type be continued at work as long as there is a job in their group which they can perform. They may bump the least senior person in their group regardless of the number of hours held by the position. The return rights of these officers are the same contractual rights as identified under Reduction and Recall of Personnel, Article IX, using their actual classification and group seniority.
- D.
1. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment. When an employee finishes the probationary period by accumulating ninety (90) working days of employment, within six (6) months, the employee shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) working days prior to the day the employee completes the *probationary period*. The date for establishing seniority cannot be earlier than the employee's date of hire or in a transfer situation, the date of assignment to a new position. Date of hire shall be the first day worked following the posting period. Date of assignment shall be the first day of work in the new position. There shall be *no seniority among* probationary employees. Probationary employees shall receive a written evaluation upon completion of 45 days of work. Probationary workdays will continue from one school year to the next.
 2. *Bargaining unit employees who are reassigned (promoted/demoted) to a different job within a different classification by the Board shall be considered probationary employees for the first thirty (30) working days in the new assignment. When the employee completes the probationary period by accumulating thirty (30) working days she/he shall be entered on the seniority list of the new classification as of his/her first day of work in the new classification.*

Employees shall retain their seniority in their previous classification. Such employees shall receive a written evaluation upon completion of twenty (20) working days.

E. Seniority:

1. The rights of seniority shall not be affected by the race, sex, marital status, age or dependents of the employee.
2. The seniority list of the date of this agreement will show the rates, names and job titles, of all employees of the unit entitled to seniority as well as the years of service.
3. The employer will keep the seniority list up-to-date at all times and provide the chapter chairperson with a list August 1. This list shall also be used for layoff and recall procedure.
4. In the event of ties in length of seniority, the last digit of the social security number shall be used to break the tie. The person with the lowest last digit (zero is low, nine is highest) shall be ranked higher on the seniority list. If both last digits are the same, the digit on its immediate left shall be used to break the tie.

F. Loss of Seniority - an employee shall lose seniority for the following reasons only:

1. The employee voluntarily quits.
2. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. The employee is absent for three consecutive working days without notifying the employer. In proper cases, exceptions shall be made. After such absence, the employer will send written notification to the employee at the employee's last known address that the employee has lost seniority and employment of the employee has been terminated.
4. The employee is laid off for a period of more than two (2) years.

If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

ARTICLE XI

Shift Preference

- A. Shift preference will be granted on the basis of seniority within classification.
- B. Shift changes will be granted to an employee only when a vacancy occurs and each employee will be limited to not more than one (1) shift change per year.
- C. Shift shall be defined as:

1st shift	7:00 AM - 3:00 PM
2nd shift	3:00 PM - 11:00 PM
3rd shift	11:00 PM - 7:00 AM

The majority of hours worked by an employee must fall within the defined shift times.

- D. If a supervisor is contemplating changing the hours of an employee or employees by one hour or more, to meet operational needs, the supervisor will first consult with the affected employee(s) on how best to serve the needs of the department with the least amount of disruption to the employees or employee's schedule(s).

- E. If after consultation with the employee(s), the supervisor determines that the employee's and/or employees' regular daily hours need to be changed by one hour or more, the supervisor will provide a written five(5) day notice to the affected employee(s) and the union.

ARTICLE XII

Jobs

- A. Upon consideration of a new job to be created by the Board, the union will be given a copy of the proposed job description for their review and input which would include recommendations for placement into the proper classification grouping. Following discussions, the Board will establish the classification and the rate of pay. If the Union does not agree with the proposed classification and rate of pay, the Board will enter into negotiations to determine the classification and rate for the newly created position.
- B. The Board shall notify the president or designee of all job openings that occur during the summer and post said openings in the Board of Education office. All summer jobs shall be considered temporary jobs and shall be posted as per Article VIII when it is known prior to the summer break that such jobs will be available.
- C. Temporary Positions:

A temporary position shall be defined as a position created by the Board with the following conditions attached:

1. The duration of the position shall be stated on the posting.
 2. The length of the position shall not exceed 75 days.
 3. The supervisor and the steward shall review the status of the temporary position on or about the forty-fifth (45th) and the sixtieth (60th) working day.
 4. If the position becomes permanent, it shall be reposted as a permanent position.
 5. The pay for a temporary position shall be the "0" step of the appropriate classification.
 6. A temporary position should not be confused with a temporary vacancy which is defined in Article XV-D.
 7. Employees on layoff shall be given first priority to fill temporary positions providing they are qualified.
 8. A temporary employee shall be defined as a person filling a temporary position and said employee shall not be entitled to seniority or benefits.
 9. All overtime (other than extension of a workday) will be offered to regular employees within the classification, and than to regular employees within the group prior to it being offered to an employee in a temporary position.
- D. Summer temporary positions shall first be offered on the basis of seniority within classification and then to other bargaining unit employees who are qualified (except for jobs primarily established for students i.e., Michigan Youth Corps, JTPA, etc.).
1. Bargaining unit members from a different classification shall be paid at step 0.
 2. Non-bargaining unit members shall be paid at a substitute rate of pay, which shall be less than the step "0" of the relevant classification.
- E. The Board shall allow capable bargaining group employees who are not in the custodial or grounds classification(s) to be temporarily employed as a custodian or grounds persons during the summer months under the following conditions:

1. No seniority shall accrue during this period of employment, nor shall the hours worked count toward increased fringe benefits (except retirement).
 2. Bargaining unit members shall be paid current custodial sub rate for this work.
 3. Summer work will first be offered in seniority order to the custodial/grounds staff less than full time. After that, work will be offered on a simple rotation basis in order of seniority with no equalization of hours.
 4. Before the end of the school year, bargaining unit employees interested in summer work shall provide the district all telephone numbers where they can be reached during the summer months and dates when they will be available for summer work. The employees must also designate the type of work they are interested in performing during the summer, grounds and/or custodial.
 5. The Director of Operations or designee will determine whether an employee is capable of safely and efficiently operating any equipment with no additional training.
 6. When filling assignments, the length of an assignment will be the sole determination of the Director of Operations or designee.
- F. Summer work as set forth in this article shall be defined as traditional custodial and grounds work that cannot be completed within that specific summer time period.
- G. Summer work shall not be defined as work that must be completed as a result of a custodial/grounds employee absence from work.
- H. Union employees shall be treated as substitutes in regards to the assignment of a work schedule and discipline.
- I. If a bargaining unit member accepts summer work and then does not meet their obligation, they will be off the list for the remainder of that summer and the following summer (except for emergency situations).
- J. If a bargaining unit member does not meet their obligations, the Director of Operations, or designee, will select the replacement. The Director of Operations or designee, will also select the replacement for sick or emergency situations.
- K. During the last two weeks of the summer period, substitute custodial employees may be employed without regard to the above in order to train or enhance the training of substitutes for the upcoming year.

ARTICLE XIII

Jury Duty

- A. An employee shall, after the Board has been unable to obtain an excuse from such duty from the court, be granted leave of absence, not to exceed thirty (30) days, providing such leave requires that the employee be absent from work.
- B. The employee will be paid the difference between the allowance granted for jury duty from the court and the employee's regular wages.
- C. Employees shall also be paid for appearances before administrative bodies or courts, if subpoenaed on behalf of the Board.

ARTICLE XIV

Discipline, Suspension or Discharge

- A. The discipline, suspension, or discharge of any probationary employee, except for Union activity, shall not be covered by this Article and shall not be the subject of a grievance.
- B. The supervisor agrees to promptly notify the steward of the classification in writing of any discipline, suspension, or discharge of any employee. The written notification shall include the date, reason, and form of disciplinary action taken. If the steward is the recipient of the action taken, the union president shall receive the notification.
- C. Upon request, the supervisor will make available an area where the employee may discuss the discipline, suspension or discharge with the employee's steward before the employee is required to leave the premises, except for emergencies.
- D. Upon request, the supervisor will discuss the discipline, suspension or discharge with the employee and/or the steward.
- E. If the employee feels that the discipline, suspension or discharge is improper, the employee may file a grievance in accordance with Level Two of the grievance procedure.
- F. In imposing discipline, suspension or discharge, the Board shall, except in serious cases, follow the principle of progressive discipline i.e., oral warning in written form, written reprimand, suspension (with or without pay), or discharge as follows:
 - 1. Oral warnings in written form and reprimands will be retained for a period of twelve (12) months, except for repeated violations of the infraction, which shall be retained for a maximum of twenty-four (24) months (for exceptions see item G).
 - 2. Suspensions will be retained for a period of twenty-four (24) months (for exceptions see item G).
 - 3. Employees shall be disciplined, suspended or discharged for just cause only.
- G. Section 1230b 6, 7 and 8 of the revised school code prohibits an employer from removing information from an employee's personnel record that substantiates unprofessional conduct. The definition of unprofessional conduct in the statute is:

One (1) or more acts of misconduct; one (1) or more acts of immorality, moral turpitude, or inappropriate behavior involving a minor; or commission of a crime involving a minor. A criminal conviction is not an essential element of determining whether or not a particular act constitutes unprofessional conduct.

Therefore, if the district determines that a discipline, suspension or discharge is substantiated unprofessional conduct according to the law, the district shall notify the employee in writing that the documents will be permanently retained in the employee's personnel record.

The employee will have ten (10) working days from the date he/she was notified by the district of the retention of the documents to file a grievance, if he/she disagrees with the district's decision.
- H. Disciplinary action will usually be presented to the employee in a manner which will be the least disruptive of normal school operations.

ARTICLE XV

Transfers

- A. In the event that transfers of employees within classifications become necessary, the Board reserves the right to transfer such employees, notwithstanding other provisions of this agreement. Said employee shall continue to receive the regular rate of pay.
- B. The Board has the right to temporarily transfer employees between classifications not to exceed a period of thirty (30) working days. The employee shall be paid not less than the employee's regular rate of pay if assigned to a lower rated classification and shall be paid if necessary, at the next higher step, assuring a rate equal to or greater than the employee's current rate, if assigned to a higher rated classification. Employees temporarily transferred/reassigned shall continue to accumulate seniority in their original classification.
- C. An employee who is transferred out of the bargaining unit, into a supervisory or executive position, and who later is transferred back into the bargaining unit, shall be entitled to such rights accumulated prior to such transfer. The returning employee shall have no bumping rights for use in securing a bargaining unit position.
- D. A temporary vacancy created by an employee absence exceeding thirty (30) days shall be posted and filled following the provision of Article VIII, vacancies, except for the following provisions:
1. Employees temporarily filling such vacancies will continue to accumulate seniority in their original classification.
 2. After thirty (30) days, the employee shall be paid not less than the employee's regular rate of pay if assigned to a lower rated classification and shall be paid at the next higher step, if assigned to a higher rated classification. The employee shall carry their accumulated seniority to the temporary position for the purpose of determining eligibility requirements of fringe benefits.
 3. If the absent employee resigns or cannot return to their job, the position shall be permanently filled by the employee currently in that temporary vacancy and time spent in the temporary position shall be counted for seniority purposes.
 4. If a non-bargaining unit individual is hired to fill the temporary vacancy, that individual will serve a 90 day probationary period and then become a seniority employee.

Definitions:

TRANSFER: A transfer shall be defined as a move from one job to another job within the same classification.

REASSIGNMENT: A reassignment shall be defined as a move from one classification to another classification, and may involve a promotion, demotion or lateral move.

ARTICLE XVI

Probationary Employees

- A. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours-of employment and other conditions of employment as set forth in Article I of this Agreement, except discharged and disciplined employees for other than Union activity.
- B. Discharged probationary or temporary non-seniority employees shall not have recourse to the grievance procedure.

ARTICLE XVII

Stewards and Alternate Stewards

- A.
 - 1. In each group, the employee shall be represented by one steward and one alternate steward (per shift, if applicable). The groups are:
 - a. Clerical
 - b. Custodial
 - c. Food Service
 - d. Grounds
 - e. Library/Technology
 - f. Maintenance, Mechanic, Grounds
 - g. Paraprofessionals
 - h. Staff and Student Assistant
 - i. Transportation
 - 2. By November 1 of each year, the Union shall inform the Board in writing of the stewards and alternate stewards for each classification. If there is a change during the school year, the Union shall promptly notify the Board in writing of such change.
- B. In the absence of a group steward, the employee may use another representative of the Union.
- C. In the processing of a grievance, the steward may, if necessary, leave the area of work without loss of pay providing the steward has first secured the permission of the supervisor, who has the right to request that the steward process the grievance at a mutually agreeable time. If the steward is required to go to another building other than the steward's own building, specific permission, in writing must be granted by the supervisor. A steward who goes to another building other than the steward's own, must check in and out of the building with the building administrator or supervisor in charge. Any abuse of the provision of this Article shall be grounds for disciplinary action as determined appropriate by the Board.

- D. Ten days of released time per year shall be allowed for Union business with the following conditions:
1. Ten days notice
 2. The Union pays the salary of the sub
 3. No more than three individuals at any one time
 4. No more than four days of use by any one individual

ARTICLE XVIII

Contract Maintenance Committee Language

- A. It is mutually agreed by the Fenton Board of Education and the FESP that the formation of a Contract Maintenance Committee (CMC) is both desirable and beneficial to enhance the bargaining process of the parties. It is also agreed that the CMC can be a useful tool to problem-solve issues of mutual concern.
- B. The main purpose of the CMC shall be to try to resolve issues of concern to either party that are contractual in nature. These issues can be a matter of contract interpretation, problems with current language, or introduction of new language to cover issues the current contract does not address.
- C. It is further agreed that through proper contract maintenance the major portion of issues left to bargain at contract expiration should be economic in nature.
- D. Four people will be assigned from FESP to participate in CMC. Four members will also be assigned from Board. Some members assigned may change from meeting to meeting depending on the issues or problems that need to be addressed.
- E. Any employee, the Association, a supervisor, or the Board may bring a problem to CMC. CMC will decide if it is the correct forum for the problem.
- F. Any new contract language agreed upon by CMC shall be subject to ratification by both parties, and incorporated into the contract upon ratification.
- G. Grievances shall be barred from discussion with the CMC unless it is mutually agreed with the parties that the CMC is the proper forum for the grievance, and that the grievance has been processed through the second level.
- H. The concept and principles of Win/Win Negotiations will be used by the CMC to resolve all issues as a team instead of as adversaries.
- I. The negotiations team and the CMC will meet whenever possible outside of the members' workday in order to maximize union participation and minimize district expenditures. However, if it becomes necessary to meet during the workday, release time will be granted for union members who serve on the negotiations team and CMC.

ARTICLE XIX

Special Conference

Special conferences on matters not specifically covered by the Agreement but of common concern to the parties may be necessary. Such meetings will be arranged between the President and the Board or its designated representative upon the request of either party.

Arrangements for special conferences shall be made in advance and an agenda of the matters to be considered shall be presented at the time the meeting is requested. Not more than two (2) representatives of the Union and at least one (1) representative of the Board will be present at such meetings which shall be limited to not more than one (1) hour unless otherwise agreed. Matters considered shall be limited to those on the agenda. The meeting may be attended by a representative of the M.E.A. The meeting shall be held at a time and place mutually agreeable to both parties. The Union representatives may meet at a place designated by the Board representatives on the Board property one-half (½) hour preceding the Special Conference. If the meeting is requested by the Union, it will be held either after work hours or during work hours without pay to the Union representatives and if the meeting is requested by the Board representatives the Union representatives (employed by the Board) shall be paid for time lost during their regular work hours at their regular straight time rate of pay. If both parties agree to change the Agreement as a result of special conference, the new language must be ratified by both parties. Such new language will be subject to the grievance procedure unless the parties make a specific exclusion.

ARTICLE XX

Grievance Procedure

A. Definition:

1. A grievance is an alleged violation of the specific and express terms of this agreement. Grievances must be signed by the grievant or grievants, or in the case of a class action grievance, the association representative.
2. The term "employee" shall mean also a group of employees having the same grievance.

B. Grievances of employees within the bargaining unit shall be processed in the following manner:

Informal Step:

The complaint must first be discussed with an immediate supervisor by the employee individually or with the steward present, with the objective of resolving the matter informally. It is understood that either party may terminate the informal step.

LEVEL ONE

The employee with a grievance must, within ten (10) working days of the date of the occurrence or event which gave rise to such grievance, present the grievance, in writing, to the employee's immediate supervisor. The supervisor must be given ten (10) working days following the receipt of the written grievance to make the disposition in writing to the aggrieved employee and the Union. The written grievance shall:

1. Be signed by the grievant or grievants, or in case of a class action grievance, the association representative;
2. Be specific;
3. Contain a synopsis of the facts giving rise to the alleged violation;
4. Cite the section or subsections of this contract alleged to have been violated;
5. Contain the date of the alleged violation or specify that it is a continuing violation;
6. Specify the relief requested.

LEVEL TWO

In the event that the employee is not satisfied with the disposition of this grievance at Level One, the employee must appeal the grievance within ten (10) working days following receipt of the written response from the immediate supervisor, in writing, to the district's superintendent of schools, or the superintendent's designee. The superintendent or designee shall issue a disposition, in writing, within ten (10) working days of receipt of the appeal from the aggrieved employee. The grievant or grievant's representative shall have an opportunity to discuss the appeal with the administration, upon request.

LEVEL THREE

In the event that the employee is not satisfied with the disposition of the grievance at Level Two, the employee must appeal the grievance within ten (10) working days to the Board, in writing. Within ten (10) working days from the receipt of the appeal, the Board shall examine (pass upon) the grievance. The Board shall designate one or more members to hold a hearing to consider the grievance. A written disposition shall be rendered to the grieved person and to the Union within ten (10) working days.

LEVEL FOUR

Individual employees shall not have the right to process a grievance at Level Four.

1. If the Union is not satisfied with the disposition of the grievance at Level Three, it may, within twenty (20) working days after the decision of the Board, request in writing the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
 2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
 3. In the event the grievance is not settled prior to the arbitration hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties, who agree that a judgement thereon may be entered in any court of competent jurisdiction.
 4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this Agreement. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall the arbitrator question the reasonableness of Board policy that is not in conflict with this Agreement.
 5. If any grievance award by the arbitrator shall include back pay, the award shall not extend more than thirty (30) working days prior to the date of the Level One conference.
 6. Grievances of similar nature may not be considered except upon expressed written mutual consent.
 7. The costs of arbitration shall be borne equally by the parties, except each party shall assume its own cost for representation, including the filing fee of arbitration.
- C. Rights to Representation: Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure only by the designated representative of the Union and the Board.
- D. Miscellaneous:
1. A grievance may be withdrawn at any level without prejudice or record.
 2. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

3. Forms for filing and processing grievances shall be designed by the superintendent and the Grievance Committee, shall be prepared by the superintendent and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
 4. Access shall be made available within a reasonable amount of time, in accordance with the Public Employment Relations Act (PERA), to all parties, places and records, for all information necessary to the determination and processing of the grievance.
 5. Any grievance not processed within the applicable time limits is considered settled on the basis of the employer's last answer.
 6. In the event that the employee filing the original complaint at Level One voluntarily leaves the employ of the school district, except for retirement, or withdraws the complaint for any reason, the processing of said complaint shall cease.
- E. All grievances not settled when this Agreement expires shall be settled in the course of negotiating a new contract.

ARTICLE XXI

No Strike — No Lockout

- A. The Union and its members recognize that strikes are contrary to law. The Union agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage, or support any strike against the Board by any employee or group of employees whether a member of this bargaining unit or not. Additionally, the Union, and its members shall not take part in any illegal actions, sit-downs, stay-ins, slow-downs or any curtailment of work or interference with the operation of the school district.
- B. If any employees take part in any activity in violation of this Article, such actions shall be cause for discharge or other discipline as determined by the Board.
- C. If any employee of the Union violates the provisions of this Article, the Union will take positive measure to effect a prompt resumption of work, or the provisions of the Dues Deduction Article will be suspended at the discretion of the Board.
- D. The Employer agrees that, in consideration for the performance by the Union of its responsibilities herein defined, there will be no lockout during the life of this Agreement.

ARTICLE XXII

Leave Pay

- A. Sick Leave Policy
 1. Each employee shall accumulate one (1) sick leave day per month worked (the major portion thereof on a calendar basis) up to a maximum accumulation of 105 days. Such days shall be used for personal illness only except that under emergency situations the employee may use one (1) sick leave day on each occasion to make necessary arrangements for care of a member of the immediate family (father, mother, spouse, child). Sick leave shall be deducted on the basis of one-tenth of an hour (or nearest one-tenth.) In a catastrophic emergency situation the employee may use two (2) sick days for family members as defined above.

2. In the event of absence of employees for illness in excess of three consecutive working days, the Board may request that an employee provide a physician's statement. The Board may also, at its expense, require an examination by a Board physician. If an employee is absent to what is considered an excessive extent, such examination may be required at any time at Board expense. In the event of conflicting physician's opinions, the Board and the Union will appoint a mutually agreed upon physician to resolve the impasse.
3. The Board and Union agree and believe that excessive absenteeism and a pattern of using sick days upon receipt and tied to weekends and paid vacation days should not be tolerated. If an employee is absent to what is considered an excessive extent, or has a pattern of use of sick days, the employee may be required to provide a physician's statement for future absences due to illness and disciplinary action may result.
4. If an employee is absent due to a prolonged illness, such as, an operation, pregnancy, etc., the following procedure will be followed:
 - a. When an illness has been determined the employee will report the illness to the supervisor and will provide a doctor's statement indicating that the employee is not able to continue work and also indicating the expected date of return from such illness.
 - b. Before returning to work an employee must report to the supervisor and provide a doctor's statement indicating the employee's ability to return to work and also confirming the period of disability.

B. Funeral Leave Policy

Up to three (3) days without loss of pay shall be granted to each employee for attendance at the funeral of the employee's mother, father, spouse, child, brother, sister, grandparent, grandchild, (legal relatives or in-laws in the same relationship) or a permanent member of the employee's household. Total paid leave as outlined in this paragraph shall not exceed a total of three (3) working days. Additional leave up to five (5) days may be supplemented by use of vacation, sick leave, personal leave, without pay, as provided above, when requested by the employee.

C. Personal Leave Policy

1. Two days leave may be used for personal purposes after the employee has been employed in the district for thirty (30) working days. Unused personal days can accumulate as sick leave only. A personal day shall be defined to include activities that can be conducted at no time other than during the workday and must be related to a personal need. Time lost to remedy a current illness or physical condition shall be charged as sick leave unless no sick time is available at which time personal or vacation time will be used first before using leave without pay. Time lost to obtain a periodic check or service not connected to a current condition will be charged as personal business leave. Personal business days may not be taken on the first day of school, the first working day preceding or following a non-teaching day (except Saturday or Sunday) the opening of small game or fishing season, or the first two (2) working days of deer hunting season. The supervisor may make special exceptions to an employee in case of emergency. The Board reserves the right to limit the number of employees on personal day leaves at any given time to two per classification. The reason for the personal leave request shall be in conformance with the provisions of this Agreement. Any employee who must be absent from their duties for personal reasons shall notify the supervisor in writing, on a form prepared by the Board not later than 12 o'clock noon of the third day preceding the absence, or in emergency situations, at the earliest time possible.

2. All employees will receive their two personal business days at the beginning of their work year, except bus drivers who will receive one day at the beginning of their work year and the second day at re-bid.

D. Workers' Compensation Policy

Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workman's Compensation Law and the employee's regular salary for a period of two months with no subtraction of sick leave. An employee on such leave shall continue to accumulate seniority up to a maximum of two (2) years, only for the purpose of rights provided in Article IX. Upon return to duty, the employee shall present a medical certificate stating that return to duty will not be injurious to the health of the employee. Payment may be delayed or re-calculated upon receipt of payment information from the workers' compensation carrier.

- E. Any charge against an employee's sick leave shall be signed for by that employee upon the employee's return to work.
- F. Each employee shall be notified at the beginning of the school year as to the number of days of sick leave the employee has accumulated.
- G. Leave of absence with pay, not chargeable against the employee's sick leave allowance, shall be granted for the time necessary to take the selective service physical examination.
- H. Part-time employees shall receive a proportionate leave pay as outlined in this Article. As the part-time employee progresses into more hours per day, or, if he/she becomes a full-time employee, the accumulated sick leave will be equated in proportion of such leave hours earned.
- I. Sick Leave Incentive

1. Upon retirement, employees who have accumulated forty(40) or more days of sick leave, will be paid at a rate of one-half (1/2) his/her hourly rate of pay, for the forty first (41st) through on hundred and fifth (105th) day.
2. An employee who has reached the maximum of 105 days of accumulated sick leave, as of July 1 of each year, will receive one (1) additional personal leave day to be used in that current school year, if they have not used more than one half of their sick days earned during the previous school year. If the day is not used, it will be paid at the per diem rate at the end of the school year.

ARTICLE XXIII

Unpaid Leave of Absence

- A. Any employee whose personal illness extends beyond the period compensated under Article XXIIA, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, an employee will be assigned to the same position, if available, or a substantially equivalent position in line with employee seniority.

1. Family Medical Leave: The parties recognize the implementation of the Family and Medical Leave Act (FMLA) effective August 5, 1993 and agree to comply with the terms of the act. It is understood that the provisions of the act will be utilized to supplement the benefits and terms of this agreement and in no way will be utilized to subtract from the benefits and terms of this agreement.

Employees shall have a choice as to whether or not to use sick time in conjunction with FMLA. FMLA will start on the employee's first sick day off.

B. Personal Leave Without Pay

1. An employee granted a personal leave of absence upon administrative approval up to a maximum of thirty (30) working days shall have their position filled by someone within the classification or if an employee cannot be obtained, a substitute may be hired. The employee on leave shall be entitled to return to this position upon expiration of such thirty (30) working days. However, seniority shall not accumulate during such leave.
2. Any employee granted a personal leave beyond 30 working days and up to a maximum of one (1) year shall have their position filled by someone within the classification or if an employee cannot be obtained, a temporary (see Article XV, D) employee may be hired. The employee on leave shall be entitled to return to the position held by the lower senior employee with equivalent hours and work year in that classification. Seniority shall not accumulate during such leave.
3. The employee on leave desiring to return before the expiration of the leave may return early from said leave providing he/she submits her/his request in writing to the management and the union at least 15 working days in advance of the requested return date and as by mutual agreement between the management and the union.

C. Child Care Leave

1. Employees who become pregnant will be permitted to work until medical evidence indicates the employee should take a leave of absence without pay. For this purpose, the employee, at reasonable intervals after the fifth (5th) month, will supply the Board, on its request with a doctor's certificate to the status of the employee, indicating when the employee should be placed on leave. Likewise, the employee may return to work from leave at the beginning of the next payroll period after submitting to the Board a doctor's certificate that the employee is able to perform the normal work duties.
2. Request for said leave shall be made in writing together with written verification of birth or adoption from a physician or the appropriate agency. Such leave will commence and end at a date mutually agreeable to the employee and the administration. An employee adopting a child shall file a written request for leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

- D. Employees of the Union, upon proper application, will be given leave of absence without pay for a maximum of one year for the purpose of performing duties for the Local Union. The number of employees so involved shall be limited to two (2).

- E. Military Leave: Any regular employee of the Fenton Area Public School who may be conscripted into the defense forces of the United States for training or service shall make application for military leave, not to exceed the period of time for which the employee is conscripted, and shall be reinstated to their position to this school system with full credit of the annual increment under the salary schedule upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. Said applicant shall make application for reinstatement within a reasonable time after discharge or release from military service, and not later than ninety (90) days from the date of said release or discharge. Seniority will accumulate during such leave.
- F. The Board shall grant a leave of absence without pay, to any employee to campaign for, or serve in, a public office.
- G. Employees not exceeding two at any one time, selected by the Union to attend a convention of the M.E.A. or a Union conducted educational conference, not exceeding one (1) week in duration, shall be allowed time off, without pay, to attend such conferences and/or conventions. The two people selected shall not be from the same group classification.
- H. Time lost by unauthorized absence from work will result in a proportionate salary reduction in pay. Dock days must be approved in advance. Failure to obtain approval in advance by the immediate supervisor may result in disciplinary action.
- I. No leave will be granted for a period of more than one calendar year but may be extended at the discretion of the Board.

ARTICLE XXIV

Vacation, Holiday, Longevity, Education, Act of God Days

A. Vacations

- 1. Annual vacation for all fifty-two (52) weeks per year employees shall be in accordance with the following schedule:
 - a. Upon completion of six (6) months: one (1) week
 - b. Upon completion of one (1) year: one (1) additional week
 - c. Upon completion of two (2) years to seven (7) years: two (2) weeks
 - d. Upon completion of eight (8) to fifteen (15) years: three (3) weeks
 - e. Upon completion of sixteen (16) years: four (4) weeks

The Board will consider June 30th as the date that establishes eligibility for vacation allowance. Annual vacation allowance will be prorated and allocated July 1st.

Eligible full-time school year employees will be given a prorated vacation based on the vacation schedule of full-time year round employees.

- 2.
 - a. School year employees shall take a minimum of two-thirds of earned vacation days during non-instructional days within the school year. The balance of vacation days may be taken at times chosen by the employee with approval of his/her immediate supervisor.

- b. In lieu of (a.) above, an eligible full-time school year employee may have the option of choosing a tax-sheltered annuity equal to the total vacation time wages for one year, paid over the ten-month school year. (All months except July and August.) This option shall be available annually.
 - c. Eligible full-time school year employees hired new into the district after July 1, 1990 can accrue vacation as per the schedule, up to a maximum of five days and shall be limited to taking it during non-instructional days. Employees hired prior to July 1, 1990, who later become eligible for vacation benefits, shall accrue vacation as described in paragraphs a. and b.
 - d. Eligibility and seniority for vacation begins when the employee becomes full-time.
3. Holidays observed by the employer during a scheduled vacation period will not be charged against the qualified vacation time.
4. If an employee becomes ill and is under the care of a duly licensed physician during the employee's vacation, this period shall not be charged against the qualified vacation time. A written report from that physician shall be required. In the event the employee's incapacity continues through the year, the employee will be awarded payment in lieu of earned vacation.
5. If an employee is laid off due to lack of funds or work, or retired, the employee will receive any unused vacation credit including that accrued in the current fiscal year. A recalled employee who received credit at the time of lay off, for the current fiscal year, will have such credit deducted from this vacation the following year.
6. Vacations may be taken at any time during the fiscal year with permission of the superintendent or the superintendent's designee. In case of a conflict in scheduling, seniority will prevail. An employee may carry-over one week of vacation time into the next fiscal year.
7. A vacation may not be waived by an employee and extra pay received for work during that period. This applies only to 52-week employees.
8. Employees will be paid the current rate while on vacation and will receive credit for any benefits provided for in this agreement.
9. If a regular payday falls during an employee's vacation, the employee must make a request for their check four (4) weeks before leaving, if the employee desires to receive it in advance. Upon request, the employee may have the Board deposit said check in the employee's account providing that a deposit ticket is provided to the Board by the employee.

A. Holiday Pay

1. The following legal holidays and other days with pay shall be allowed for all seniority and probationary *fifty two-week employees*:
 - a. Fourth of July 1 day
 - b. Labor Day 1 day
 - c. Thanksgiving Day 1 day
 - d. Day after Thanksgiving 1 day
 - e. Day before Christmas 1 day
 - f. Christmas Day 1 day
 - g. Day before New Years Day 1 day
 - h. New Years Day 1 day
 - i. Good Friday 1 day
 - j. Memorial Day 1 day
 - Total 10 days

2. The following legal holidays shall be paid to all full-time seniority and full-time probationary school year employees:

a. Labor Day (*)	1 day
b. Thanksgiving	1 day
c. Christmas	1 day
d. New Years	1 day
e. Good Friday	1 day
f. Memorial Day	<u>1 day</u>
Total	6 days

* If students are in class before Labor Day.

3. In order to qualify for holiday pay, the following shall apply: Eligible employees must work their last scheduled working day preceding the holiday and their first scheduled working day following the holiday unless they have been excused by their employer, or are on approved absence or vacation. Sick leave without a physician's statement shall not be considered an approved absence. The Board agrees to assume the cost of an approved Board physician of acquiring such required statement.

C. Longevity Pay

1. In addition to the employee's regular salary determined by the salary schedule, an employee who has completed the number of years as stated below, shall receive additional remuneration, per the schedule below. There shall be no provisions whatsoever for proration of longevity pay.

a. Twelve (12) to nineteen (19) years	\$300.00
b. Twenty (20) to twenty-four (24) years	\$400.00
c. Twenty-five (25) years and over	\$500.00

2. The longevity amount as determined by the above schedule shall be considered earned on the employee's anniversary date, but shall be paid as part of the employee's last check of the fiscal year. If the employee terminates employment prior to the end of the fiscal year, the employee shall be paid the accrued longevity in their last check.

D. Continuing Education

When approved by the Board, the enrollment fee for any employee desiring to enroll in a course pertaining to the work being done by the employee, offered through the continuing education services of an approved institution shall be paid by the Board. When approved by the Board, fees and expenses of employees shall be paid for attendance at conferences, workshops and in-service training sessions.

E. Act of God days will be handled in accordance with the following procedures:

1. Employees will be paid for days not required to be made up when schools are closed to students due to severe inclement weather or other Acts of God. Employees shall not be required to report for duty, nor shall any charges be made against their sick or personal leave. Those called in to work on such days have the right to refuse and shall still receive a full day's pay. The normal rotation system shall be used for call ins on such days, but shall not count as overtime call ins. Minimum call in times are as in schedules B & D.
2. If one building is closed due to an emergency, and if the law does not require the building to make up the day, employees will be paid.
3. When individual building(s) in the School District are closed, employees may be reassigned to another building or be provided a suitable working area. If such employees are not reassigned, they shall be paid for that day or days at their regular rate of pay.
4. If following the opening of school, all buildings are closed due to an Act of God that endangers the safety of employees, those employees shall be sent home with pay one hour following the dismissal of students. Employees required to work beyond the one hour shall be compensated at time and one-half.
5. The Board's intent in this language is to prohibit employees from receiving pay on "Act of God" days, and then receiving pay on the mandated make-up day.

ARTICLE XXV

Insurance

A. Health Insurance

The Board will provide medical and hospitalization coverage equivalent to MESSA CHOICES II. The Board of Education will determine the carrier. The Board will pay:

1. Full premium for all full-time employees who work 30 or more hours per week for 39 or more weeks per year.
2. Employees filling temporary vacancies will receive benefits (if the position they are filling is eligible for benefits on the first of the month following the ninetieth (90) calendar day of the temporary vacancy.
3. Employees working fifteen (15) hours or more prior to July 1, 1993 will continue to be eligible for pro-rated insurance benefits.
4. Employees working twenty (20) hours or more per week prior to January 1, 2000 will continue to be eligible for pro-rated insurance benefits. Effective January 2, 2000, current employees working less than 20 hours and new employees working less than full-time will not be eligible for pro-rated benefits.
5. New probationary employees shall not be eligible for health, dental, vision, LTD and life insurance benefits until satisfactory completion of their probationary period.

6. Any part-time employee, who is not eligible for MESSA health insurance coverage by the Board, may purchase at the group rate, MESSA health insurance through the district. The employee is responsible for making payments in a timely manner or may elect to make payments through payroll deduction.

B. Board Paid Annuity in Lieu of Health Insurance

For those employees who are eligible for health insurance coverage pursuant to Section A above, but choose not to take the health insurance, the Board shall pay directly into the individual employee's 403(b) plan through Prudential the amount of \$85.00 per month. A baseline of 28 members took the "in lieu" of option as of June 2005. If the number of eligible members taking the annuity option in lieu of health insurance increases to 31, the monthly amount of the Board paid annuity will increase to \$100.00 per month. Should the number of 31 members taking this option decrease, the monthly amount of Board paid annuity will decrease to \$85.00 per month. At no time will the amount of Board paid annuity in lieu of health insurance fall below \$85.00 per month.

C. Long-term Disability Insurance

The Board will provide a long-term disability plan with the following provisions

1. 60% of monthly salary to a maximum of \$1500.00 per month, monthly benefits, maximum eligible monthly salary \$2500.00.
2. The qualifying period for LTD is 120 calendar days.
3. No COLA, Mental/Nervous same as illness, Alcohol/Drug same as illness.
4. 5% minimum payout
5. Pre-existing limits waived, family social security offset, no survivor income.
6. Freeze on offsets, no educational supplement, 2 year own occupation.

D. Life Insurance

The Board will provide group life insurance benefits:

1. Full-time employees: Employees who work 30 or more hours per week for 39 or more weeks per year - \$20,000
2. One-half time employees: Employees who work 20 hours per week but less than 30 hours per week for not less than 39 weeks per year = \$10,000.

- E. The Board will provide dental insurance equivalent to Delta plans specified below. The Board will determine the carrier. All plan choices shall include the cost neutral (free) Delta Preferred option (POS) Point of Service.

Employee Group	Benefit Co-Pay		
	Class I	Class II	Class III
I	75%	75%	50%
II	50%	50%	50%
III	50%	50%	---

Definitions:

- Group I: Full-time employee, head of a household, only source of insurance.
- Group II: Full-time employee whose spouse is covered by a dental insurance of 50% or more co-pay; coordination of benefits.
- Group III: Part-time employee: coordination of benefits.
- Class I: Diagnostic
- Class II: Basic Services
- Class III: Prosthodontic services; bridges, partial, complete dentures.

The cost of part-time employees dental insurance must remain within half the cost of Group I coverage.

- F. Vision insurance

Employees shall be entitled to full family VSP I coverage.

- G. Premium benefits shall be paid twelve months per year. Employees who terminate their employment with the school district shall have the insurance benefits terminated immediately, but are eligible to health benefits provided by COBRA.
- H. When an employee is on an unpaid leave of absence for illness, the Board of Education shall continue to pay for all existing fringe benefits for a period of thirty (30) calendar days, during which time the employee shall make arrangements to pay for all fringe benefits the employee wishes to keep in effect beyond the thirty (30) calendar day period. All benefits will be canceled on the thirty-first day of this leave of absence if no arrangement is made by the employee by this time. Employees on Family Medical Leave will have insurance benefits continued in accordance with the Act.
- I. The Board will continue the payment of the hospitalization insurance premium for laid off employees for the balance of the month in which the layoff is effective; but in no event less than 15 days.

Article XXVI

Drug and Alcohol Free Workplace

It is the intent of the Fenton Area Public Schools Board of Education and the Union to maintain a workplace that is free of illegal drugs and alcohol and to discourage drug and alcohol misuse by its employees. The Board and the Union have a vital interest in maintaining safe and efficient working conditions for its employees. In order to accomplish this, employees are to be free of the presence of illegal drugs and capable of exercising good judgment and safe work behavior while at work. Manufacturing, distributing, dispensing, possessing, using, buying, selling, transferring, or being under the influence of illegal drugs and/or alcohol while at work is prohibited. "Illegal drugs" are controlled substances that are not being used or possessed under the supervision of a medical doctor or other licensed health care professional, inhalants that are being abused or misused, and so-called "designer drugs" which adversely affect cognition and motor skills and have no legitimate medical use. The term includes, but is not limited to, marijuana, cocaine, amphetamines, opiates, PCP, and prescription medications not prescribed to the person who is using or taking them.

This policy applies to all Bargaining Unit members and is a condition of their employment. The Board of Education reserves the right to amend or modify this policy in its discretion in accordance with the requirements of applicable law or for any other lawful reason.

- A. *This policy does not prohibit employees from the lawful possession and use of prescribed medications. Employees have the responsibility, however, to consult with their medical doctors or other licensed health care professionals about the effect of prescribed medications on their ability to perform their specific job duties in a safe manner, and to promptly disclose any work restrictions as a result of these medications to their Supervisor or the Personnel Director. Employees should not, however, disclose underlying medical conditions, impairments, disabilities or medications being taken to their Supervisor or the Personnel Director unless specifically directed to do so by their medical doctors or other licensed health care professionals.*
- B. *The Board reserves the right to have a Board chosen physician or the employee's physician determine whether it is advisable for an employee to continue working while taking legal drugs.*
- C. *Any employee who is suffering from a drug or alcohol problem is encouraged to seek assistance before he or she becomes subject to discipline for violating this or other District policies. The District to the extent required by applicable law will accommodate employees. Employees who voluntarily seek such assistance prior to becoming subject to discipline for violation of this policy or other District policies will not be subject to adverse action, but may be required to sign an Agreement for Continued Employment. Failure to comply with the provisions in this agreement shall result in termination of employment.*
- D. *The District reserves the right to require an employee to complete a medical evaluation under the circumstances outlined in this article.*
- E. *Employees who violate this policy will be subject to termination of employment.*
- F. *The Board reserves the right to conduct reasonable suspicion and other drug and alcohol tests in accordance with the requirements of applicable law.*
- G. *Union Notification*
 - 1. *The Steward or another available Union Representative shall be notified as soon as possible of any bargaining unit member(s) who will be subject to reasonable suspicion of drug or alcohol testing.*
 - 2. *The Steward or another available Union Representative shall be notified as soon as possible of any bargaining unit member who tests positive on any drug or alcohol test.*
- H. *The District will keep medical history information and drug-alcohol misuse records confidential to the extent required by applicable law.*
- I. *Anyone performing safety sensitive functions is not subject to the testing provisions of this article. Please see Article XXVII Drug and Alcohol Testing.*

ARTICLE XXVII

Drug and Alcohol Testing

Pursuant to the Omnibus Transportation Employer Testing Act of 1991, the parties have mutually agreed to the following procedures.

A. Information and Training

The Employer shall provide all bargaining unit members subject to the drug and alcohol policies and procedures of this section with annual in-service training on its drug and alcohol policies and procedures, the standards of conduct expected by the Employer relative to alcohol and drug use and the consequences of positive testing and testing procedures.

1. Such awareness training shall be conducted before the commencement of the school year.
2. This annual training shall be considered working time pursuant to this Agreement and paid at the employee's current rate of pay.
3. In conjunction with the annual training, the Employer will provide the bargaining unit members with written information regarding its drug testing policies and procedures, the categories of employees to be tested, information on safety sensitive functions, the conduct prohibited by the Act, and information on the effects of alcohol and controlled substance use.
4. Failure to attend the annual in-service shall not relieve the employee from responsibility for complying with the law and/or the District's policies and procedures.

B. Testing Procedure and Compensation

1. All eligible employees, including those absent or on leave, will have their name included in each random draw.
2. If an employee subject to random drug or alcohol testing is required to report or remain at the testing location after their scheduled run (off the clock), the employee will be compensated up to a maximum of two hours pay at their current rate of pay.
3. The employer shall pay for all required drug and alcohol testing, and the second split drug test, if negative. The employee shall pay for the second split drug test if positive, and is responsible for all return to work tests.
4. Testing which is conducted during work time will not result in a reduction of the employee's wages.

C. Consequences For Drivers Engaged in Alcohol Misuse or Use of Controlled Substances

1. The Employer agrees that any bargaining unit member currently with or who has had an alcohol or drug abuse problem who initiates diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner, so long as the employee is in compliance with the District's Drug and Alcohol Testing Policy and Procedures. Prior diagnosis or treatment does not protect any employee from disciplinary action for failure to comply with District's Drug and Alcohol Testing Policy.

2. Discipline

- a. An employee who through random testing for the first time tests positive for alcohol above .04 will be automatically suspended without pay for a period of ten (10) working days. During that time the employee shall provide written documentation from a substance abuse professional that he/she is free from alcohol in order to be returned to work. If the employee fails to provide the information at the conclusion of his/her unpaid suspension, he/she shall be considered a voluntary resignation under the terms of this agreement.
- b. Any employee who tests positive at or greater than .02 for alcohol during reasonable suspicion or post accident testing will be subject to immediate discharge.
- c. Reasonable suspicion must be based on "specific, contemporaneous, articulable observations concerning appearance, behavior, speech or body odors of the driver" that a prohibited use of alcohol or drugs is occurring.
- d. Any employee who tests positive at or greater than .04 for alcohol shall automatically be terminated from employment with the district.
- e. Any employee who tests positive for drugs shall automatically be terminated from employment with the district.
- f. An employee who refuses to participate in testing required by this Act will be subject to immediate discharge.
- g. The parties mutually recognize and agree that drug testing and alcohol testing are investigatory proceedings which may subject the employee to dismissal and as such, the employee is entitled to Union representation.

D. Union Notification

1. The Union President (or appropriate steward) shall be notified of any bargaining unit members who are selected for random drug or alcohol testing and return to duty or follow-up testing.
2. The Union President (or appropriate steward) shall be notified as soon as possible of any bargaining unit members who will be subject to reasonable suspicion and post-accident drug or alcohol testing.
3. The Union President (or appropriate steward) shall be notified as soon as possible of any bargaining unit member who tests positive on any drug or alcohol test.
4. Failure to comply with the above notification due to circumstances beyond the control of the Board shall not jeopardize the Board requirement to comply with the law nor any disciplinary action that may result.

ARTICLE XXVIII

Miscellaneous Provisions

- A. No polygraph or lie detector device shall be used by the Board in any investigation of any employee.
- B. Present telephone facilities shall be made available to employees for their reasonable use. Long distance calls for personal business shall be charged to the employee's home telephone number. Telephone facilities are to be used only during the employee's off-duty hours.

- C. The Union shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Union shall whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- D. This Agreement shall supersede any rules, regulations or practices of the Board that shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. Copies of this Agreement shall be reproduced at the expense of the Board and presented to all employees now employed or hereinafter employed by the Board.
- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law; then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect, and the parties shall enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement of such provision or application.
- G. The employer will make available bulletin boards in all buildings that may be used by the Union for posting notices and seniority lists.

When distributing informational material such as postings, vacation lists, meeting dates, etc., the Board will distribute to each work site. Annually, the Association shall identify a representative to handle such notices.

- H. The Union shall have the privilege of using school building facilities at all reasonable hours for meetings, providing the necessary arrangements have been made in advance with the administrator responsible for such building. Employees shall be released from regular duties once each semester, without loss of salary, to attend Union meetings (not to exceed two (2) hours) providing advance approval is obtained from the Board or designee and providing that the employees make up all time lost on that shift.
- I. Adequate parking facilities shall be made available to employees.
- J. The employer will send written communications to all school year employees notifying them of the start of the school year and the date for them to report for work.
- K. Thursday Pay: Employees regularly assigned to the second or third shift shall receive their paycheck during the Thursday shift, except for emergency conditions beyond the control of the Board.
- L. The Union shall participate in the negotiations of the school calendar.
- M. In a contract negotiation year, employees are not moved on the salary schedule until the contract is ratified.
- N. For all events where a special dress code may be required, the Supervisor will meet with the Steward to determine the dress code. If a special dress code is required, everyone involved will be informed in writing prior to the event.

ARTICLE XXIX

Waiver

The parties expressly declare that they have bargained between them on all phases of hours, wages and working conditions, and that this Agreement represents their full and complete agreement, without reservation or unexpressed *understanding*. Any aspect of hours, wages and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for bargaining or negotiations without the written consent of all the parties hereto. Any such *consent and written agreement* arising therefrom shall be approved or rejected within a period of fifteen (15) working days by the parties to this Agreement. Once approved such Agreement shall become part of this Agreement.

ARTICLE XXX

Termination and Modification

This Agreement shall continue in full force and effect from July 1, 2004 until June 30, 2007.

If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, the Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be part of this Agreement, without modifying or changing any of the other terms of this Agreement.

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this agreement shall continue in effect from year to year thereafter subject to notice of termination by either party upon sixty (60) days written notice prior to the current year's termination date.

FENTON EDUCATIONAL
SUPPORT PERSONNEL

BY *James M. Thompson*
President

BY *James M. Thompson*
Chief Negotiator

BY *Kathleen Atkinson*
Clerical

BY *Kerrigan Simpson*
Custodial

BY *Judith Schmidt*
Food Service

BY *Lisa Hartman Miller*
Media/Technology Support

BY *Ronald Conyell*
Maintenance

BY *Christine Berkatal*
Paraprofessionals

BY *Lucinda Lucas*
Staff & Student Assistant

BY *Paula Saida*
Transportation

FENTON BOARD OF EDUCATION

BY *Gene B. Hughes*
President

BY *[Signature]*
Secretary

BY *Regina J. Yates*
Superintendent

Groups and Classifications

Group	Classification
Clerical	High School Head Secretary Secretary Clerk
Custodial	Head Custodian Custodian
Food Service	High School/Middle School Head Manager High School Manager Building Manager Assistant Manager Food Service Aide Cashier
Grounds	Head Grounds Keeper Grounds Keeper Delivery Clerk
Library/Technology	Career Guidance Technician Media Technician (elementary) Library Technical Assistant (Intermediate, Middle, HS) Information Technology Technician Technology Telecommunication Technician
Maintenance	District Head Maintenance High School Head Maintenance & Pool Operator Intermediate/Middle School Maintenance Building Maintenance Maintenance Helper Utility
Mechanic	Mechanic Mechanic Helper
Paraprofessional	Vocational Education Title One/At Risk In-School Suspension / Responsibility Training
Staff and Student Assistant	Instructional Aide Special Education Health Attendant Noon Aide
Transportation	Bus Driver

DEFINITIONS:

GROUP - A *GROUP* consists of two or more classifications with similar duties and responsibilities that share similar rights. (Exception - Transportation and Mechanic.)

CLASSIFICATION - A term used to describe a specific job title.

SCHEDULE A

Clerical Employees

A. Clerical Employees

Head High School Secretary

Step	7/1/2004	7/1/2005*	7/1/2006
0	14.83		Wage and Benefit
1	15.45		Re-opener

Secretary

Step	7/1/2004	7/1/2005*	7/1/2006
0	12.18		Wage and Benefit
1	12.90		Re-opener
2	13.48		
3	14.20		

Clerk

Step	7/1/2004	7/1/2005*	7/1/2006
0	11.11		Wage and Benefit
1	11.70		Re-opener
2	11.87		
3	12.04		

*FESP will be given the same percentage increase in pay for the 2005-2006 school year as is received by the FEA.

B. Classifications:

Each secretary/clerk will be classified by the number of weeks employed.

1. 52 week (full year) secretaries shall be entitled to paid vacation and holidays per Article XXIV, Section A.1. and B.1. respectively, and all other benefits provided to 52 week employees.
2. 47 week secretaries shall work all teacher workdays plus an additional 40 days.
3. 44 week secretaries shall work all teacher work days plus an additional 25 days. The work year shall begin on Monday, three (3) weeks prior to the start of school.
4. 36 week Office Clerks shall work the days scheduled for teachers plus an additional five (5) days.
5. 42 week secretaries shall work all teacher workdays plus an additional fifteen (15) days. The work year shall begin on Monday, two (2) weeks prior to the start of school.
6. 36 week secretaries shall work the days scheduled for teachers with additional days as needed.

C. Work Calendar

All secretaries shall be furnished a calendar of workdays prior to the beginning of the school year if the calendar has been determined. Any deviation of the standard schedule shall be by mutual consent of the building principal, the secretary and the superintendent.

D. Subbing Language

1. Any Schedule A or E employee who desires to sub outside the building must take and pass a test administered by the administration office. Clerical employees are exempt. On an annual basis, employees who pass the test must submit a form indicating that they are available for subbing. Those that are available to sub would be placed on a rotating list. Employees will be rotated annually in order of district wide seniority. If an employee is unavailable when they are called, they will be placed at the bottom of the list.
2. Upon receiving this information from the board, the sub caller will be given a list of those to call and the order in which they are to be called.
3. To avoid catastrophic situations at the elementary schools, elementary aides will not leave the building to substitute if they are the only regular aide left in the building.
4. Outside subs shall only be utilized if inside subs are not available.

SCHEDULE B

Operational Employees

A. Operational Employees

Head Custodian

Step	7/1/2004	7/1/2005*	7/1/2006
0	15.09		Wage and Benefit Re-opener
1	15.41		

Custodian

Step	7/1/2004	7/1/2005*	7/1/2006
0	13.17		Wage and Benefit Re-opener
1	14.01		
2	14.34		
3	14.66		

Head Grounds Keeper

Step	7/1/2004	7/1/2005*	7/1/2006
1	15.82		Wage and Benefit Re-opener
2	16.43		

Grounds Keeper

Step	7/1/2004	7/1/2005*	7/1/2006
0	13.95		Wage and Benefit Re-opener
1	14.28		
2	14.60		
3	14.91		

Delivery Clerk

Step	7/1/2004	7/1/2005*	7/1/2006
0	11.34		Wage and Benefit Re-opener
1	11.57		

District Head Maintenance

Step	7/1/2004	7/1/2005*	7/1/2006
0	16.10		Wage and Benefit Re-opener
1	16.72		

High School Head Maintenance & Pool Operator

Step	7/1/2004	7/1/2005*	7/1/2006
0	15.93		Wage and Benefit Re-opener
1	16.72		

Intermediate/Middle School Maintenance

Step	7/1/2004	7/1/2005*	7/1/2006
0	15.09		Wage and Benefit Re-opener
1	15.41		

Elementary Building Maintenance

Step	7/1/2004	7/1/2005*	7/1/2006
0	15.09		Wage and Benefit Re-opener
1	15.41		

Maintenance Helper

Step	7/1/2004	7/1/2005*	7/1/2006
0	13.95		Wage and Benefit Re-opener
1	14.28		
2	14.60		
3	14.91		

Utility

Step	7/1/2004	7/1/2005*	7/1/2006
0	13.95		Wage and Benefit Re-opener
1	14.28		
2	14.60		
3	14.91		

Mechanic

Step	7/1/2004	7/1/2005*	7/1/2006
0	19.82		Wage and Benefit Re-opener
1	20.61		

Mechanic Helper

Step	7/1/2004	7/1/2005*	7/1/2006
0	16.45		Wage and Benefit Re-opener
1	17.30		

*FESP will be given the same percentage increase in pay for the 2005-2006 school year as is received by the FEA.

- B. By mutual consent of the operational employees and the Board of Education, a split shift may be assigned.
- C. All operational employees working less than 40 hours per week will be assigned by the Board of Education as to the number of hours and workdays per week.
- D. Sundays and Holidays: Operational employees shall be paid at the rate of two times their regular hourly rate for all work on Sundays and Holidays, in addition to other compensation outlined in Article 24, Section B.
- E. Act of God Days
 - 1. Operational employees may be called to work on days when school is closed for "Act of God" days.
 - 2. If an employee is called in to work on a storm day, in addition to compensation as in Article XXIV-E (and 3 below), he/she shall receive regular pay for a minimum call-in time of four (4) hours.
 - 3. Employees not called in to work on storm days will receive a full day's pay at their regular pay rate.
- F. Operational employees called into work on days other than "Act of God" days will receive a minimum of two (2) hours of pay.
- G. For the scheduled weekend activities substitutes will be hired only after all bargaining unit members have refused such work.
- H. Holiday pay will count toward hours worked for time and one-half.
- I. An additional premium of 30 cents per hour shall be paid for third shift when a majority of hours in the shift fall between midnight and 6:00 AM.
- J. Fleet Mechanic and Fleet Mechanic Helper

The Board will provide uniforms and a cleaning service, an annual tool allowance of \$250 for repair and replacement of tools, and pay tuition for necessary training and classes required to maintain State and National licenses.
- K. 43 week Delivery Clerk shall work all teacher work days plus (20) additional days.
- L. A maintenance person who successfully holds and maintains the following City of Detroit Boiler Licensing shall be entitled to an hourly wage increase as stated below. These increases shall be cumulative.
 - 1. High Pressure Boiler Operator – one (1) dollar per hour (\$1.00).
 - 2. Third Class Stationary Engineer – one (1) dollar per hour (\$1.00).
- M. A maintenance person who successfully holds and maintains the following City of Detroit Refrigeration Licensing shall be entitled to an hourly wage increase as stated below. These hourly increases shall be cumulative.
 - 1. Third Class Refrigeration – twenty-five (.25) per hour.
 - 2. Second Class Refrigeration - twenty-five (.25) per hour.
 - 3. First Class Refrigeration - twenty-five (.25) per hour.

- N. Employees hired into the maintenance group prior to June 1, 2004 shall not be subject to the boiler or refrigeration license requirement.
- O. The Board will develop a job description for a "lead custodian" position at the elementary buildings. The "lead custodian" will be paid an additional ten cents (.10) per hour. If the most senior full-time custodian in the building does not want the position, it will be offered to the next most senior full-time custodian. If they do not want the responsibility, it will automatically be assigned to the most senior full-time custodian in the building.
- P. Steel Toed Safety Shoes will be required for all maintenance, grounds, and mechanics groups. A \$100.00 per fiscal year allowance will be given to each employee in these groups.

SCHEDULE C

Transportation Employees

A. Transportation Employees

Bus Driver

Step	7/1/2004	7/1/2005*	7/1/2006
0	13.28	13.53*	Wage and Benefit Re-opener
1	13.95	14.20*	
2	14.11	14.36*	
3	14.29	14.54*	

*FESP will be given the same percentage increase in pay for the 2005-2006 school year as is received by the FEA.

B.

1. Drivers shall be expected to perform comprehensive pre-trip inspections prior to driving their AM and PM regular routes and one additional daily run such as kindergarten, skill center, Southern Lakes. They shall be allocated 10 minutes per run and compensated accordingly. Maximum of three (3) runs daily.
2. Drivers shall be expected to thoroughly clean the interior of their bus daily at the end of their last regular daily run. They shall be allocated 10 minutes per day and compensated accordingly.
3. Gas time will be scheduled in the route as appropriate for bus/route. Drivers shall be compensated accordingly for gas time. The time shall be designated by the supervisor.
4. The Drivers shall be employed on all days scheduled for students.
5. If drivers have time between runs (down time) of thirty (30) minutes or less, they will be paid for said time. During which time, drivers may be assigned job related duties, including cleaning the inside of their assigned bus and on occasion, if necessary, the cleaning of the inside of other busses.

C. Physicals shall be scheduled as per state and federal law, with Board approved physician and Board reimbursement for costs.

D.

1. Minimum bus trips at Step 0
2. Extra trips, required meetings and required classes shall be paid at the driver's regular rate.
3. Overtime pay will begin when a driver exceeds 40 hours per week.
4. A week shall be defined as starting on Sunday and ending on Saturday.

E. Trip Sheet Agreement:

1. A sign up sheet for field trips will be made available to all seniority drivers, at the time they select their regular run assignments, prior to the opening of the school year.

2. Field trips shall be rotated among drivers on the field trip sheet starting with high seniority, low hours. Those drivers signing after the start of the school year will be added to the list and placed in rotation on the following Monday's updating, equal to the driver with the highest number of hours.
 - a. An employee on an extended leave of absence/vacation will be treated as a no and will be charged the hours of the trip.
 - b. If illness or emergency leave is on Monday or Tuesday it is the driver's obligation to notify the Supervisor if the driver is available for trips.
 3. Field trips will be rotated according to hours of the trip. Hours will be up-dated Monday for the prior week. Trips assigned shall be based on the current Monday up-dating. The Supervisor shall have responsibility for the trip board with the Head Driver maintaining and updating hours.
 4. Trip requests shall be sent to the transportation supervisor no later than the Monday two (2) weeks prior to the departure of the trip.
 5. A trip board shall be placed in the transportation area for the purpose of posting trips. All trips shall be posted on the trip board according to departure days and times, by Monday noon. All drivers interested in taking trips shall sign the trip board prior to noon on Tuesday each week. It is the driver's obligation to check the trip board for assignments.
 6. Those drivers notified of trip cancellation prior to the trip shall not be charged for those hours. They shall be given the next available trip. If the driver declines the next available trip, no hours will be charged to that driver and the trip goes to the next driver in rotation.
 7. A driver who indicates they are available and is assigned a trip but does not take it, shall be charged double for that trip.
 8. There will be no trading or bumping of trips.
 9. When the supervisor is notified of a trip after the posting day, it will be time stamped and posted for a minimum of four hours and assigned to the most eligible driver applying for said trip.
 10. When the supervisor does not have 24 hours notice to post a trip, they may assign the trip to the first available driver.
 11. When a driver is not given 24 hours notice for a trip they will not be charged the hours of the trip if they refuse it.
 12. Anytime a driver reports for a field trip and the field trip is cancelled without prior notice, the driver shall receive one hour of the driver's pay at current rate.
 13. If it is established that an employee should have been assigned to a trip, they shall be given the next available trip.
 14. If during the weekly assignment of trips, a regular driver refuses a trip, the hours for that trip will be charged to that driver.
 15. Transportation employees may be allowed to have their spouse or school age child ride with them on an extra field trip, with the approval of the transportation supervisor.
 16. Summer trip assignments will begin on the Monday following the last Fenton student day of attendance. There will be no "carry over" of next available or not in-time school year trips.
- F. All bus runs for the school year will be put up for bid at a meeting held prior to the opening of school and said runs will be selected by the bus drivers on the basis of seniority.

- G. In the event a run becomes vacant on a temporary basis, all drivers may bid on that run on the basis of seniority on the first day following the end of the posting period. The run not bid on by a seniority driver will be then filled by a probationary employee for a period of 90 days following the bid meeting. When the probationary employee has completed his/her 90 days, the employee will at that time gain all benefits of a regular driver.
- H. Bus drivers will be paid their regular wage per hour for all hours spent taking required classes, meetings, and driving tests required for certification.
- I. During the first 40 working days, times may be added or reduced after the supervisor has ridden the run. This shall be retroactive to the first day of school. All drivers affected by any change in their schedule shall be notified in writing of this change.
1. After the first 40 working days, if bus runs change, the supervisor will give notice to the driver that a schedule change may occur. After riding the bus and timing it at least two times, the supervisor will notify the driver in writing of any changes. That change shall be retroactive to the date that the supervisor first served notice that a schedule change may occur.
 2. If after the first 40 working days, changes in bus times are necessary, all runs will be opened up for bid.
 3. Retroactive pay for changes in run times will be paid if the change in time exceeds the original fall bid by 10 minutes (rounded off). Pay will be retroactive to the first day of the school year and will include the full 10 minutes and any additional time. In the event the re-bid time is shorter than the fall bid time, there will not be any retroactive deduction. Time and pay will be adjusted from that date forward, either lesser or greater.
- J. Bus drivers will be given a copy of the school calendar.
- K. Bus Driver Handbook shall be reviewed and re-evaluated annually by the supervisor and union representative.
- L. Special Education Run
1. The Special Education run will have flexible hours, which may change on 48 hours notice.
 2. Effective July 1, 1993, this position will be considered full-time (with appropriate contractual benefits, and will remain that as long as the position retains sufficient special education students on a regularly scheduled basis.
 3. Following the initial school year bid, this route will not go up for bid unless all other routes go up for bid. Exception would only happen if this position lost sufficient students and it was reduced below 30 hours per week.
 4. The transporting of all special education students, including swim students, will be assigned to this route to the maximum extent possible. It is understood that this route may not exceed 40 hours per week. Any special education student who cannot be accommodated by this driver will be assigned to other drivers on a seniority basis, assuming they are available to accommodate the transportation needs of that student, not to exceed forty (40) hours per week.
 5. Special education students may be considered temporary for a maximum of 45 days, at which time they must be considered permanent for driver assignment consideration.

SCHEDULE D

Food Service Employees

A. Food Service Employees

High School/Middle School Head Manager

Step	7/1/2004	7/1/2005*	7/1/2006
0	13.68		Wage and Benefit Re-opener

High School Manager

Step	7/1/2004	7/1/2005*	7/1/2006
0	12.18		Wage and Benefit
1	12.58		Re-opener

Building Manager

Step	7/1/2004	7/1/2005*	7/1/2006
0	12.10		Wage and Benefit
1	12.52		Re-opener

Assistant Manager

Step	7/1/2004	7/1/2005*	7/1/2006
0	11.46		Wage and Benefit
1	11.87		Re-opener

Food Service Aide

Step	7/1/2004	7/1/2005*	7/1/2006
0	10.70		Wage and Benefit
1	11.38		Re-opener

Cashier

Step	7/1/2004	7/1/2005*	7/1/2006
0	9.60		Wage and Benefit Re-opener

*FESP will be given the same percentage increase in pay for the 2005-2006 school year as is received by the FEA.

B. Work Hours and Fringes

1. All managers will be responsible for the food in their kitchens on "Act of God" days. On "Act of God" days, managers will be paid a three (3) hour call-in pay if they come in to take care of food. Employees called to work will be compensated at regular rate, plus full pay as per Article XXIV-E. This includes the right to refusal and other conditions as per Article XXIV-E.
2. When Head Start, breakfast, or any additional program is added to the workload, the Food Service Director will review the daily lunch count and consult with the manager about adjusting their work hours accordingly.

3. The Food Service staff shall be employed on all full days scheduled for students. Employees responsible for serving breakfast may work half days.
4. Before hours are reduced, the administration will discuss the plan with the steward and impacted employee(s).

C. Miscellaneous

Extra daily hours of work will be given on a rotation basis if qualified.

1. If the Board requires the attendance of food service employees at meetings after the regular workday, such employees shall be paid for such time at their regular hourly rate of pay.
2. The Food Service Director will determine the number of hours for each employee according to the number of meals served or the lunch count.
3. Employees shall have the right to choose colors of the uniform shirts worn. The Board shall provide to each permanent employee, an annual uniform allowance of \$125.00.
4. Food service employees will be paid \$3.25 per trip to the store if at the request of the food service director.
5. American School Food Service Association and/or Michigan School Food Service Association certification:
 - a. Employees successfully completing Level I, Technical Assistant Certification, shall be entitled to a 10 cent per hour pay increase so long as they remain certified.
 - b. Employees successfully completing Level I, Manager Certification, shall be entitled to an additional per hour pay increase of 10 cents so long as they remain certified. These increases shall be in addition to those in a. above.
6. If an employee has taken a test for a position within the school year (9 months) the employee has the option to use that test or to retest if a similar position is posted.

SCHEDULE E

Staff & Student Assistant Employees

A. Staff & Student Assistant Employees

Instructional Aide

Step	7/1/2004	7/1/2005*	7/1/2006
0	10.80		Wage and Benefit
1	11.56		Re-opener

Special Education Health Attendant

Step	7/1/2004	7/1/2005*	7/1/2006
0	10.80		Wage and Benefit
1	11.56		Re-opener

Noon Aide

Step	7/1/2004	7/1/2005*	7/1/2006
0	9.60		Wage and Benefit
			Re-opener

*FESP will be given the same percentage increase in pay for the 2005-2006 school year as is received by the FEA.

B. Working Calendar – Instructional Aides

1. The instructional aides shall be employed on all days scheduled for students.
2. Special education attendants, (excluding PPI) shall be employed when students are scheduled during the school year according to the job posting.
3. Special education attendants will be notified of their student assignment, based on information available at that time, two weeks prior to the start of school.

C. Working Calendar – Noon Aides

1. Noon Aides shall not have the same job description as an instructional aide, nor necessarily be qualified for that position, but a noon aide may substitute for an absent instructional aide in their building with the permission of their principal.
2. Noon aides shall receive no benefits except for sick days and personal days. Substitutes will be retained for the noon aides if substitutes can be hired.
3. Noon aides will not work on half-day school sessions, unless required to do so by the building administrator.

D. Subbing Language

1. Any Schedule A or E employee who desires to sub outside the building must take and pass a test administered by the administration office. Clerical employees are exempt. On an annual basis, employees who pass the test must submit a form indicating that they are available for subbing. Those that are available to sub would be placed on a rotating list. Employees will be rotated annually in order of district wide seniority. If an employee is unavailable when they are called, they will be placed at the bottom of the list.
2. Upon receiving this information from the board, the sub caller will be given a list of those to call and the order in which they are to be called.

3. To avoid catastrophic situations at the elementary schools, elementary aides will not leave the building to substitute if they are the only regular aide left in the building.
4. To avoid catastrophic situations at the elementary schools, elementary noon aides will not leave the building to substitute if only two (2) regular noon aides are left in the building.
5. Outside subs shall only be utilized if inside subs are not available.
6. The instructional aide that has the sub-calling duty will be eligible to sub for pre-arranged absences only.

E. Health Attendants Job Assignment/Reassignment

1. Special education aides will be assigned/reassigned only four times each school year (1st day of school, end of 1st, 2nd and 3rd marking periods). The Director of Special Education may assign/reassign staff at other times when he/she determines it is necessary.
2. Assignment/reassignment will be based on seniority.
3. Assignment/reassignment will occur during these four times each school year when a position is available that offers a more-senior aide either:
 - a. Increased health benefits, or
 - b. Two (2) hours per week more work than their current position.
4. Should a change occur that decreases the amount of time that an aide is needed, the district would continue the aide currently assigned to the student at the same number of hours and benefits until the next reassignment period, unless the Director determines that a more immediate change would be appropriate.
5. Should a change occur that increases the amount of time that an aide is needed, the aide currently assigned to the student would continue with that student, regardless of seniority, until the next reassignment period, unless the Director determines that a more immediate change would be appropriate. Seniority would not impact assignment, income or benefits due to any aide until the next reassignment made by the Director.
6. If a change in the amount of time that an aide is needed occurs that does not impact the seniority rights of any other aide, such change in hours and benefits will take place immediately.

F. Instructional Aides and Special Education Attendants hired prior to January 08, 2002 who must meet the requirements of a highly qualified under No Child Left Behind, will be paid a one time stipend of \$100.00 upon providing proof of their highly qualified paraprofessional status.

SCHEDULE F

Library/Technology

A. Library/Technology

Career Guidance Technician

Step	7/1/2004	7/1/2005*	7/1/2006
0			Wage and Benefit Re-Opener
1			

Media Technician (Elementary); Library Technical Assistants(Intermediate, Middle, HS)

Step	7/1/2004	7/1/2005*	7/1/2006
0	11.02		Wage and Benefit Re-opener
1	11.63		
2	11.79		
3	11.95		

Information Technology Technician

Step	7/1/2004	7/1/2005*	7/1/2006
0	11.63		Wage and Benefit Re-opener
1	11.79		
2	11.95		
3	12.12		

Technology Telecommunication Technician

Step	7/1/2004	7/1/2005*	7/1/2006
0	14.79		Wage and Benefit Re-Opener
1	15.10		

*FESP will be given the same percentage increase in pay for the 2005-2006 school year as is received by the FEA.

B. Work Calendar

1. Media Technician and Information Technology Technician personnel shall work on all days scheduled for returning teachers.
 2. Media Technician and Information Technology Technician personnel shall be furnished a calendar of workdays prior to the beginning of the school year if the calendar is determined. Any deviation of the standard schedule shall be by mutual consent of the building principal, media support personnel, and the superintendent.
 3. The work year for the Technology Telecommunication Technician will be teacher work days plus five (5).
- C. Information Technology Technicians and Technology Telecommunication employees hired before January 8, 2002, who must meet the requirements of a highly qualified under No Child Left Behind, will be paid a one time stipend of \$100.00 upon providing proof of their highly qualified paraprofessional status.
- D. The work year for classifications in this group may be extended by no more than 10 days if necessary at the Administrator's discretion.

SCHEDULE G

Paraprofessional Employees

A. Paraprofessional Employees

Paraprofessional

Step	7/1/2004	7/1/2005*	7/1/2006
0	11.17		Wage and Benefit Re-opener
1	11.95		
2	12.29		
3	12.60		

*FESP will be given the same percentage increase in pay for the 2005-2006 school year as is received by the FEA.

A. Work Calendar

1. The paraprofessional may be employed on all student days subject to available funding. The specific schedule shall be determined by the principal, teacher and paraprofessional.
2. A paraprofessional who has successfully completed at least a two year associates degree program in a field related to their job assignment shall be entitled to a wage increase of twenty-five (25) cents per hour.

Letter of Understanding Between the Fenton Area Public Schools And the

Fenton Educational Support Personnel/MEA

Due to the implementation of the ESEA/NCLB Act of 2002, the parties stated above agree to provide the local assessment option to paraprofessionals, instructional aides and special education health attendants who must be "highly qualified" by June 2006.

The employee shall work with one or more "qualified colleagues" of his/her choice based upon an agreement between them who will:

- Work collaboratively as a colleague in a confidential manner throughout the assessment process
- Assist in establishing the number of points to be awarded for a particular activity/experience if not set by the guidelines
- Assist in the development and submission of the completed portfolio to the Portfolio Assessment Review Committee

Within approximately twenty (20) school days upon receipt of a written request from the employee to the employee's principal, a portfolio assessment of the employee will commence by a Portfolio Assessment Review Committee using the Michigan state guidelines to determine if the employee is "highly qualified."

The Portfolio Assessment Review Committee will consist of four (4) members. Two (2) administrators, one (1) teacher and one (1) paraprofessional, aid or health attendant knowledgeable about the portfolio process will serve on the Committee. The teacher, paraprofessional, aide or health attendant serving on the Committee must be "highly qualified" pursuant to the Act. The Fenton Education Association (FEA) shall appoint the teacher to serve on the committee and the Fenton Educational Support Personnel (FESP) shall appoint its member to serve on the Committee.

Participation on the Committee shall be voluntary and the Committee shall schedule the assessment meeting, if necessary, at a time that is acceptable to the employee making the request.

The Committee shall have no authority to address other issues such as wages, hours or other terms and conditions of employment.

Upon completion of the Committee's assessment, within three (3) school days it shall return the portfolio to the employee, provide to the employee in writing the scores awarded for each content area and if the employee is determined to be "highly qualified."

If the Committee determines that the employee is not "highly qualified," within ten (10) school days the employee may provide additional documentation to the Committee for reconsideration. If after review of the additional documentation, the Committee still determines the employee is not "highly qualified," the employee is encouraged to utilize one of the other three (3) options to become "highly qualified."

If the district or the FESP become aware that an employee will not be "highly qualified" by June 2006, or if an employee becomes aware that he/she will not be "highly qualified" by June 2006, the following will occur:

1. The employee may apply for any open position. The current vacancy language in the contract will apply. If the employee is offered a vacancy and the employee refuses the position, the employee can resign, retire or be terminated. If no vacancy exists or the employee is not placed in a position, the employee shall be placed on an unpaid leave of absence until the beginning of the 2006-2007 school year.
2. The employee may apply for any vacant position while on leave.
3. If three (3) weeks prior to the beginning of the 2006-2007 school year the employee is still not "highly qualified" and has not returned to any position in any classification with the district, he/she will have the opportunity to resign, retire or to be terminated.
4. If, however, three (3) weeks prior to the beginning of the 2006-2007 school year the employee has achieved the "highly qualified" status, return procedures outlined in Article XXIII, Section B and Schedule E in the FESP contract will be followed.

Original signed and dated 09-23-05 and is on file.