

July 1, 2000 to June 30, 2003

A G R E E M E N T

between the

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

and the

**INTERNATIONAL UNION OF AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, AND
METROPOLITAN COUNCIL NO. 25, AND LOCAL 3846
OPERATIONS AND MAINTENANCE CHAPTER**

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THIS AGREEMENT, entered into this 1st day of July, 2000, by and between the Board of Education of the Fraser Public Schools District, Macomb County, Michigan, hereinafter called the "Board," and the International Union of American Federation of State, County and Municipal Employees, AFL-CIO, and Metropolitan Council No. 25, and Local No. 3846, the affiliated local union, hereinafter called the "Union."

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

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

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

ARTICLE 1

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

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

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

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

The group classifications are as follows:

- (1) Maintenance Employees
- (2) Custodial Employees

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

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

D. DUES, DEDUCTIONS AND FINANCIAL RESPONSIBILITY - All employees covered by the terms of this Agreement shall, as a condition of continued employment with the District, execute an Authorization for Deduction of Dues or for deduction of a sum equivalent to the union dues as a service fee. The Board will deduct from the pay of each employee from whom it receives an authorization the required amount of dues or service fee. In the event that any employee covered by the terms of this Agreement refuses or does not sign the above authorization, the Board agrees that the services of such employee shall be discontinued. The Union agrees to indemnify and hold harmless the Board from all liability, claims, damages and expenses arising out of the discontinuing of services or discharge of any employee who does not furnish the Board with an Authorization for the Deduction of Dues as provided above. Attached to this Agreement, marked "Exhibit B," is an "Authorization for Dues Deduction" form to be used for this purpose.

E. BOARD POWERS - The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. This provision shall not prohibit the Union from utilizing the Grievance Procedure, provided that the Board of Education is not precluded from raising the provisions of Section E as a defense to a grievance or an arbitration. Further, this clause is subject to the provisions of the Grievance Procedure as set forth in Article 6.

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

ARTICLE 2 - SALARY SCHEDULES

The Salary Schedule appearing on Page A-1 attached hereto in Exhibit A and made a part hereof, shall be in effect during the term of this Agreement.

ARTICLE 3 - HOSPITAL, SURGICAL, LIFE, INCOME PROTECTION, DENTAL AND OPTICAL INSURANCE

A. HOSPITAL AND SURGICAL INSURANCE - All employees covered by this Agreement shall be eligible to receive hospital and surgical insurance benefits for

themselves and their dependents on a non-participation basis. The Board shall pay the full cost of such coverage. The hospital and surgical insurance coverage to be furnished by the Board shall be the Blue Cross/Blue Shield Master Medical MVF-II Plan, including Option IV, Master Medical Benefits, the \$5.00 deductible prescription rider, Mammography and Cervical Riders, and Prostate (PSA) rider if it becomes available and the cost does not exceed the mammogram cost, subject to the terms of the policy in effect during the term of this Agreement. (For informational purposes, the present insurance carrier for this coverage is Blue Cross/Blue Shield pursuant to Policy No. 68-180.)

The insurance coverage above shall be one option offered as part of a cafeteria plan which shall be offered to all employees.

B. LIFE INSURANCE - The Board agrees to pay the full cost of an accidental death and dismemberment group life insurance policy in the face amount of Forty Thousand (\$40,000.00) Dollars per employee to be effective within thirty (30) calendar days of ratification of this Agreement by the Board of Education, subject to the terms of the policy in effect during the term of this Agreement. (For informational purposes, the present insurance carrier for this coverage is Washington National, pursuant to Policy No. J-64516.)

C. INCOME PROTECTION INSURANCE - The Board agrees to pay the full cost of a group long term income protection plan which pays sixty-six and two-thirds (66- $\frac{2}{3}$ %) percent of an employee's pay after one hundred eighty (180) calendar days of disability to age sixty-five (65), subject to the terms of the policy in effect during the term

of this Agreement. (For informational purposes, the present insurance carrier for this coverage is Washington National pursuant to Policy No. 692,050.)

D. DENTAL INSURANCE - The Board agrees to pay the full costs of a group dental insurance plan for all employees. The dental insurance plan shall be the Delta Plan A coverage or its equivalent, subject to the terms of the policy in effect during the term of this Agreement. Orthodontic coverage shall be included as part of the dental plan, subject to the terms of the policy. The orthodontic coverage provides 80% payment for Class I, 50% payment for Class II, and 80% payment for Class III with a lifetime maximum cap of \$1,000 per covered individual under 19 years of age.

E. OPTICAL INSURANCE - The Board agrees to pay the full costs of a group optical program for employees covered by the terms of this Agreement and their families, subject to the terms of the optical insurance agreement. The optical program shall be the SET-SEG Ultra Vision Plan IV. The frame allowance will increase to Seventy-Five Dollars (\$75.00).

ARTICLE 4 - LEAVES OF ABSENCE

A. LEAVE DAYS

1. Each employee covered by this Agreement shall be entitled to a total of fifteen (15) leave days per year with full pay during the term of this Agreement, and such leave days shall be accumulated in a bank which in no event shall exceed one hundred

twenty (120) leave days. Advance notice of the necessity of such leave shall be given to the office of the Board as early as possible.

2. Leave days accumulated in the employee's leave day bank may be used only for the purpose stated in sections (3) and (5) of this Article. Leave days may be used in the year in which they are earned for the purpose allowed by this Section. No employee shall use more than five (5) of the leave days earned in that year for reasons of personal business in any one (1) year. Personal business days may not be used except with approval of the Director of Operations and Maintenance. (Personal business days may not be used immediately prior to or subsequent to paid holidays or vacation periods, except in extenuating circumstances; use of a personal business day immediately before or after a holiday shall not be considered as having been worked, and therefore, shall not qualify an employee for holiday pay.) No employee shall use two (2) or more leave days earned in that year in succession for reasons of personal business without first making a written request to the Director of Operations and Maintenance specifying the reasons for such request.

Employees shall furnish a medical certificate documenting the use of leave days for reasons of illness after three (3) or more consecutive workdays of illness. In case of suspected abuse of leave days, a pattern of absenteeism and/or excessive absenteeism, employees shall furnish a medical certificate documenting the use of leave days used for reasons of personal illness upon request of the Director of Operations and Maintenance, and,

in such cases, the three (3) consecutive workday period shall not apply. Accumulated leave days shall be listed on an employee's paycheck three (3) times per year.

3. Any unused leave days as of June 30th of each year, shall be accumulated in the employee's accumulated leave day bank, which in no event shall exceed one hundred twenty (120) leave days. The days in the accumulated leave day bank shall be used by the employee only for the reason of personal illness, but not for any other reason, except as stated in paragraph (5) of this section.

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

a. Bargaining unit members shall be eligible to use the additional accumulated leave days up to a maximum of thirty (30) if they have exhausted their total accumulated leave days of one hundred twenty (120) days, have been ill or disabled for a period of not less than one (1) year and have returned to a bargaining unit position with the School District.

b. Upon returning to employment with the School District, as provided in paragraph (a) above, a member of the bargaining unit may use the additional accumulated leave days up to a maximum of thirty (30) for illness or disability purposes only.

c. The additional accumulated leave days up to a maximum of thirty (30) shall not be subject to the provisions of Article 5, Retirement and Termination and may not be used for any purposes except as specified herein.

5. Upon approval of the Director of Operations and Maintenance, employees covered by the terms of this Agreement shall be eligible to use up to three (3) workdays, and up to five (5) workdays when the funeral is over 250 miles away, from the

employee's accumulated leave day bank for attendance at the funeral in the employee's or his or her spouse's immediate family, which shall be defined to mean step parents, daughter-in-law, son-in-law, half brother, half sister, children, mother, father, brother, sister, grandmother and grandfather, grandchildren, or other relative residing with the employee. Documentation of the death of such person may be requested by the Director of Operations and Maintenance. In special circumstances the Director of Operations and Maintenance may grant a request for funeral leave day(s) not addressed above.

B. LEAVE OF ABSENCE - A leave of absence may be granted to any employee by the Board for reasons stated herein, subject to the following provisions:

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

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

2. Application - Employees who have been ill or disabled for a period of 180 consecutive calendar days shall apply for a medical leave of absence within thirty (30) calendar days from the 180th day of illness or disability. A physician's statement shall be submitted with the application for medical leave of absence indicating the nature of the illness and the medical reasons for the leave of absence. Requests for all other types of leave of absence shall be made in writing to the Board of Education. The Board shall consider an application for a leave of absence at its first Regular Meeting following submission of the application, provided it is submitted at least seven (7) calendar days prior to a Regular Meeting.

3. Pay and Fringe Benefits - All leaves of absence granted in accordance with this Article shall be without pay. Fringe benefits shall be granted to the extent provided herein:

a. An employee on a leave of absence for personal illness or medical disability shall be paid all fringe benefits during the 180 calendar days "waiting period" referred to in paragraph (2) of this Article, but not afterwards. An employee on this type of leave shall have the option of continuing hospitalization and surgical insurance at group rates for up to one (1) year after expiration of the 180 calendar day "waiting period" subject to approval of the appropriate insurance companies. If coverage is extended during a medical leave of absence, the employee shall pay the full amount of the premium for such coverage as they become due.

b. An employee on a leave of absence for family medical care shall be paid all fringe benefits during the 180 calendar day "waiting period" referred to in paragraph (2) of this Article, but not afterwards. An employee on this type of leave of absence shall have the option of continuing hospitalization and surgical insurance for up to one (1) year after expiration of the 180 calendar day waiting period, subject to the approval of the

appropriate insurance companies, on the same terms and conditions as apply to personal medical leave.

c. An employee on a personal business leave of absence shall be paid all fringe benefits until the end of the month in which the leave becomes effective. An employee on this type of leave of absence shall have the option of continuing hospitalization and surgical insurance for up to one (1) year, on the same terms and conditions as apply to personal medical leave.

d. An employee on a leave of absence for being elected to union office shall not be paid fringe benefits, except that the employee shall have the option of continuing hospitalization and surgical insurance from up to one (1) year on the same terms and conditions as apply to medical leave of absence.

e. An employee on a leave of absence for workers compensation related disability shall be paid all fringe benefits during the 180 calendar day waiting period referred to in paragraph (2) of this Article, but not afterwards. The employee has the option of using fractional sick leave days to supplement workers compensation payments received to the extent necessary to generate the employee's normal rate of pay. The employee shall also have the option of continuing hospitalization and surgical insurance for up to one (1) year on the same terms and conditions as apply to medical leave of absence after expiration of the 180 calendar day waiting period.

f. An employee on a leave of absence for military service shall be paid fringe benefits in accordance with governing federal law.

4. Seniority - During a leave of absence for family medical care, or personal illness or medical disability, or personal business, or union office, an employee shall not accrue seniority but shall retain all seniority acquired prior to the date the leave of absence commences. During a leave of absence for military leave or workers compensation disability, the employee shall accrue full seniority for the length of the absence.

5. Return to Work from Leave of Absence - An employee returning to work after a leave of absence shall notify the Board of the employee's intent to return at least

thirty (30) calendar days prior to the expiration date of the leave of absence. An employee returning to work from a leave of absence from personal illness or medical disability during the 180 calendar day "waiting period," or employees returning to work from a workers compensation disability leave shall also submit a physician's statement indicating the employee's ability to return to employment and to perform the employee's regular work duties. Employees who do not return to work during the 180 calendar day waiting period, and who go on a medical leave of absence shall not be permitted to return to work prior to the last approved date of the leave of absence. The employee's right to return to work shall be subject to the following and also subject to the provisions of the "Layoff" article. Any employee who fails to return to work, or to provide the notices required herein, shall be deemed to have resigned and to have terminated employment with the school district, unless an extension of the leave of absence has been granted:

a. Leave of Absence for Personal Illness or Medical Disability - An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal illness or medical disability who has provided notice of intent to return, shall be entitled to return to a position within his former classification for which he is qualified and has seniority, or if none, then in a like or similar classification for which he is qualified and has seniority.

b. Leave of Absence for Family Medical Care - An employee who returns to work within 180 calendar days from the commencement date of a leave of absence for family medical care shall be entitled to return to a position within his former classification for which he is qualified and has seniority, or if none, then in a like or similar classification for which he is qualified and has seniority.

c. Leave of Absence for Personal Business or Being Elected to a Union Office - An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal business or for being elected to a union office shall return to a position within his former classification for which he is qualified and has seniority, or if none, then in a like or similar classification for which he is qualified and has seniority.

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

e. Leave of Absence for Military Service - An employee who returns to work for military service shall be governed by "return to work" provisions of the federal law.

It is understood that the employee shall be paid at the appropriate rate of pay existing in the classification in which he is placed. For purposes of this Article, the term "classification" means one of the positions listed on page A-1 for which the District has a job description.

6. Vacant Positions - During the time an employee is on a leave of absence in accordance with this provision, the employee's position may be filled by hiring a person to fill the vacant position during the leave of absence, or by a temporary substitute, or by a reassignment of another employee at the option of the Board. If an employee fails to provide the notice set forth in Paragraph 5 above or fails to return from a leave of absence, the position shall be treated as a vacancy and filled in accordance with Article 13 of the Collective Bargaining Agreement.

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

8. General - In the event that an employee gives a false reason for a leave of absence or engages in other employment during such leave (unless on a leave of absence for this purpose under Article 4.B.1.c.), the employee shall lose all accrued seniority and shall be deemed to have terminated employment with the School District.

C. BEREAVEMENT - In the event an employee has exhausted his/her accumulated and accrued leave days and has been employed by this District for five (5) or more years, the employee shall be granted up to five (5) workdays without loss of pay to

attend a funeral in the employee's or his/her spouse's immediate family as defined above, subject, however, to the approval of the Director of Personnel.

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

ARTICLE 5 - RETIREMENT AND TERMINATION

Any employee retiring from employment shall be paid a sum of money equal to three-fourths ($\frac{3}{4}$) of his total accumulated sick leave days multiplied by the regular daily wage as determined from the Salary Schedule ("Exhibit A").

In all cases where an employee's services to the District are terminated by death, his or her heirs or personal representative shall be paid a sum of money equal to three-fourths ($\frac{3}{4}$) of his total accumulated sick leave days multiplied by the regular daily wage as determined from the Salary Schedule ("Exhibit A").

Under Article 5, Retirement and Termination, the District shall pay up to the first \$5,000 shortly after the employee's retirement/termination as per past practice. The District shall pay up to the next \$5,000 if due during the next month of January. If any more money is due, the District shall pay it in increments of \$5,000 each year during the month of January until the sum is paid in full. (Example: If an employee retires on July 1, 1994, and is entitled to \$11,000 under Article 5, the District would pay the employee \$5,000 in July, 1994, \$5,000 in January, 1995, and \$1,000 in January, 1996.) However, if the

employee is purchasing retirement credit within thirty (30) calendar days of his/her retirement date, the employee may elect to receive the first installment payment in an amount equal to the amount to be paid to MPSERS to purchase such retirement credit. The balance shall be paid in equal installments over the next two (2) years.

ARTICLE 6 - GRIEVANCE PROCEDURE

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

B. PROCEDURE - Grievances shall be presented and adjusted according to the following procedure:

Step 1. In the event the matter is not resolved informally, a written grievance may be filed with the Director of Operations and Maintenance within five (5) workdays¹ following the occurrence which is the basis of the grievance.

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

Step 2. Within five (5) workdays after receiving a reply, if the employee or the Union still feels aggrieved, he may appeal to the Director of Personnel. The

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

appeal must be in writing and must include a statement of the grievance and the reply of the Director of Operations and Maintenance.

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

Step 3. Within ten (10) workdays after receiving a reply, if the employee or the Union still feels aggrieved, he may appeal to the Board of Education. The appeal must be in writing and must include a statement of the grievance and the Director of Personnel's reply.

a. Within thirty (30) workdays after receiving an appeal, the Board of Education shall hold a hearing or meeting concerning the grievance, which the Union may attend, if they choose. Within ten (10) workdays from the date of the hearing or meeting, the Board shall communicate its decision, in writing, together with the supporting reasons, to the aggrieved party.

Step 4. If the Union is dissatisfied with the decision of the Board of Education, the Union may appeal the grievance to arbitration within twenty (20) workdays after the decision of the Board. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) workday period. And if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an Arbitrator, he shall be appointed under the rules of the American Arbitration Association.

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than thirty (30) calendar days from the date of

the close of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitution of the United States and of the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the functions of the Board of Education in the proper exercise of its judgment and discretion under the law and this Agreement.

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

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

C. DISCHARGE - SUSPENSION GRIEVANCE - The parties recognize that in the interest of efficient operations of the School District the Employer has the right to discipline and discharge employees. Due process shall be met if the Employer informs the employee of the reasons for the discipline and/or discharge and affords the employee Union representation if requested. The Employer shall not act in an arbitrary or capricious manner.

In the event an employee is discharged or suspended, the employee or the Union may, within five (5) workdays from the date of discharge or suspension, file a

written grievance with the Director of Personnel, who shall communicate his decision in writing, together with the supporting reasons, to the aggrieved party within five (5) workdays after receipt of the grievance. If the employee or the Union still feels aggrieved, he may appeal to the Board of Education within five (5) workdays after receiving a reply from the Director of Personnel. Within ten (10) workdays after receiving an appeal, the Board of Education shall communicate its decision in writing, together with the supporting reasons, to the aggrieved party. If the Union still feels aggrieved, the Union may file for arbitration in accordance with Step 4 of the Grievance Procedure. This provision shall apply only in cases of discharge or suspension.

ARTICLE 7 - HOURS

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

B. 1. OVERTIME - Any hours worked after eight (8) hours in any workday or forty (40) hours in any one week and all hours worked on a Saturday shall be compensated for at the rate of one and one-half (1-½) times the regular hourly rate, in cash payment, or in compensatory time, in accordance with this Agreement. Any hours worked

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

An employee with more than fifteen (15) years seniority may, with proper notification to the Director of Operations and Maintenance, choose to receive either cash payment or compensatory time, for all overtime hours actually worked, (as per Article 7, Section B) subject to a maximum accumulation of twenty-four (24) per fiscal year. Overtime credit earned on a particular day may not be split between cash pay and compensatory time unless the maximum accumulation of compensatory time has been reached. Arrangements for compensatory time must be made with the Director of Operations and Maintenance, and may only be used during the school year when classes are not in session (i.e. Spring break, President's Day), with the exception of maintenance

employees, who may also use compensatory time during the school year when classes are in session (summer excluded).

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

2. OVERTIME LIST

a. A list of cumulative overtime hours shall be maintained by the Union and posted at all sites and shall be revised as overtime is worked”.

b. The list shall run continuously, at the end of one (1) year, the list will be revised by subtracting the lowest persons hours from each classification and restart from there.

c. New Employees and employees changing buildings or classifications shall enter with the same number of overtime hours as the employee with the highest number of hours in the same building or classification.

d. Except for circumstances beyond the control of the Director of Operations & Maintenance, employees shall receive twenty-four (24) hours advance notice of overtime. All overtime regardless of advanced notice will be chargeable overtime whether worked or refused (except for exceptions listed in subsection f).

e. An employee will be charged for overtime if he declines to work, except if he has a personal or vacation day pending, or if subsection f applies. Hours charged shall be equal to those paid to the employee who accepts overtime. Employees refusing overtime at time and one half, will be charged time and one half. Employees refusing overtime at double time, will be charged at double time.

f. Overtime refused because of vacations, personal business, union business, funeral days, District-paid in-services, conferences, schooling and compensatory days shall not be charged, except overtime that has been already declined prior to the notification of the use of day described earlier in the paragraph.

g. Vacations, personal business, compensatory and funeral days for purposes of this section will include the first regularly scheduled work day that the employee does not report to work on, until the first regularly scheduled workdays the employee reports

back to work on. The employee will not be eligible to work any weekends or holidays during the times mentioned above, but will not be charged for that time not worked.

h. Union business, district-paid in-services, district-paid conferences, district-paid schooling and any district-paid other training for the purposes of this section will only be for the days that are in question and the employee will not be charged for refusing overtime on these days. If the employee attends any of the above on Friday, the employee will be eligible to work on the weekend days and will be charged accordingly, (except for conferences, etc. that require the employee to be out of town or require the employee to attend on a weekend day).

i. Employees who give notice that they are unable to work the assigned overtime twelve (12) hours or less before the starting time of the assignment will be charged double for the entire time they could have worked (except in documented emergency situations).

j. Employees who arrive later than thirty (30) minutes for the overtime assignment shall complete the assignment, and the entire time they could have worked will be charged double to the overtime rotation list (except in documented emergency situations).

k. Employees who arrive later than one (1) hour for the overtime assignment shall not be permitted to work, and the entire time they could have worked will be charged double to the overtime rotation list (except in documented emergency situations).

l. An employee who calls in sick on a day when he has accepted overtime will not be allowed to work and he will not be charged for the time he was unable to work (except as stated in subsection j). If an employee calls in sick, he will not be eligible for overtime until he reports back to work (except sick on Friday, not eligible to work Saturday, Sunday back to work on Monday then he would be eligible on Monday).

m. If the entire Union Personnel have either accepted or refused overtime and the District still needs to fill openings, the people affected by subsections g and i will be given an opportunity to work.

n. Any employee off on suspension will not be eligible for any overtime until after he has worked a regularly scheduled work day. The employee will be charged for any and all overtime he would have been eligible for.

o. When overtime is required to finish a job that was started during regular hours, the person(s) who have been working on the job and have not signed off on the work order, shall have the first opportunity to accept or decline the overtime in question (rotational overtime will not apply in this circumstance). The employee(s) will be charged appropriately for all hours worked or refused.

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

1. Call-in pay shall not apply to the extension of the employee's normal shift, nor shall it apply when an employee is required to report to work two (2) or less hours prior to the beginning of a shift.²

2. Employees may be assigned work for the entire two (2) hour call-in period. If the employee is not assigned to work the entire two (2) hours, the employee may leave work upon the completion of the call-in assignment and shall receive the two (2) hours call-in pay.

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

E. STAND-BY PAY - The Director may assign stand-by duty to one (1) maintenance employee for Saturdays, Sundays and holidays. The assigned maintenance employee shall be available to be called in by the Director or his designee in the event of an

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

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

ARTICLE 8 - PAID VACATIONS

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

- | | | |
|----|---|---------|
| a. | First year of employment | 5 days |
| b. | 2 nd year through 5 th year
of employment | 10 days |
| c. | 6 th year through 10 th year
of employment | 15 days |
| d. | 11 th year and 12 th year
of employment | 19 days |
| e. | 13 th year of employment
and over | 20 days |

³ AN EMPLOYEE WHO WORKS STAND-BY DUTY MONDAY THROUGH FRIDAY, INCLUSIVE, SHALL RECEIVE A TOTAL OF TWO (2.0) HOURS OF STRAIGHT TIME PAY BUT ONLY IF THE EMPLOYEE IS ON STAND-BY FOR THE ENTIRE PERIOD OF TIME.

2. Vacations shall be earned from July 1 to June 30 of each contract year.

For the purpose of earning vacation benefits under the provisions of this Article, all employees shall earn vacation days commencing the July 1st preceding their date of hire.

3. Employees whose vacations occur between July 1 and September 1 of each year may on or before June 1 request in writing that they receive their paycheck in advance for a regular payday which occurs during their vacation. Summer vacation requests shall be submitted between April 1st and April 30th of each year to the Director of Operations and Maintenance. The response to summer vacation requests shall be on or before May 15th.

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

a. Not more than fifteen (15) custodial employees shall be eligible for vacations under this provision per school year subject to the approval of the Director of Operations and Maintenance; however, additional custodial employees may be allowed due to special circumstances. Eligibility shall be determined on the basis of seniority and shall be rotational from year to year.

b. Not more than two (2) custodial employees may take vacation under this provision at the same time.

c. Custodial employees taking vacation under this provision shall be limited to one (1) week (5 days) per school year.

d. The position of a custodial employee taking vacation under this provision may be filled during the vacation period at the option of the Director of Operations and Maintenance by the temporary transfer of an existing employee or by a substitute or by the modification of work assignments. The Director shall not be required to fill the position.

e. Vacations taken during the school year shall not interfere with the efficient operation of the School District.

f. Requests for vacations during the school year in accordance with this provision shall be submitted between August 1 and September 1, and December 1 through January 1, if less than ten (10) employees request vacation in the first sign-up of each school year to the Director. Only the requests of the ten (10) highest seniority custodial employees per year shall be considered. The Director shall respond to the requests by September 7 and January 30.

g. Unless otherwise agreed by the Director of Operations and Maintenance, only one (1) custodian shall be on vacation at the same time in each building, with the exception of the junior high school, where only one (1) day custodian and one (1) night custodian shall be on vacation at the same time, and with the exception of the high school, where only two (2) custodians shall be on vacation at the same time.

h. Unless otherwise agreed by the Director of Operations and Maintenance, all vacation days shall be taken in blocks of three (3) to five (5) days one (1) time only absent extraordinary circumstances.

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

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

7. Vacations shall not be taken five (5) workdays prior to school starting and five (5) workdays after the last day of school.

8. Vacation days earned from July 1 through June 30 may be used, starting on the following July 1, and can be used until the following June 30; however, up to a maximum of five (5) days may be carried over and used by that July 10. Failure to use

vacation by July 10 will result in the loss of the remaining days left, except as noted in Article 8, Section 6.

ARTICLE 9 - PAID HOLIDAYS

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

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

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

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

Holidays that fall on Saturday, will be observed on the preceding Friday. Holidays that fall on Sunday, will be observed on the subsequent Monday. If school is in

session on such Mondays or Fridays, the holiday or holidays will be rescheduled to another date by mutual agreement of the parties to a date when school is not in session.

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

ARTICLE 10 - SENIORITY

A. SENIORITY - Seniority shall be determined on a school district basis for each job classification.

B. PROBATIONARY EMPLOYEES - New employees hired in the unit as custodial employees or as maintenance employees shall be considered probationary employees for the first ninety (90) workdays in the custodial classification and for the first six (6) months in the maintenance classification and shall be treated as regular employees for salary purposes only. Probationary employees shall not be entitled to seniority status. When an employee completes the probationary period, he shall be entered on the seniority list of the job classification, and if he has been continuously employed by the Board, he shall rank for seniority from the first day of the last date of hire.

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

D. LOSS OF SENIORITY - An employee shall lose his seniority for the following reasons:

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

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

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

part-time employees shall not receive the cash equivalent of fringe benefits which they do not elect to receive.

ARTICLE 11 - LAYOFF

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

B. ORDER OF REDUCTION - In the event of a layoff, the work force shall be reduced in the following order: first, temporary employees;⁴ next, probationary employees in the classification or classifications affected by the layoff; then, seniority employees in reverse order as their names appear on the seniority list within the respective classification or classifications affected by the layoff, subject to the following:

1. Operational Employees Group Classification - An employee who has been laid off from his/her classification within the Operational Employees Group Classification shall be eligible to displace the lowest seniority employee in any lower classification (based upon comparative wage rates listed in Exhibit A for each classification, but excluding shift premium, longevity pay and supplemental pay) within the Operational Employees Group Classification. An employee who has been displaced by this procedure

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

may exercise his/her seniority in the same manner until the required number of layoffs have been accomplished.

2. Maintenance Employees Group Classification - An employee who has been laid off from his/her classification within the Maintenance Employees Group Classification shall be eligible to displace the lowest seniority employee in any lower classification (based upon comparative wage rates listed in Exhibit A for each classification, but excluding shift premium, longevity pay and supplemental pay) within the Maintenance Employees Group Classification. If no positions are available within the classifications in the Maintenance Employees Group Classification, an employee who is laid off from the Group Classification shall be eligible to displace the lowest seniority employee in the Operational Employees Group Classification in any lower classification (based upon comparative wage rates listed in Exhibit A for each classification, but excluding shift premium, longevity pay and supplemental pay) excluding, however, Head Custodian and/or Assistant Head Custodian classifications unless the employee seeking to displace the lowest seniority employee has previously held a Head Custodian and/or Assistant Head Custodian Position within the School District. If such employee has held a Head Custodian and/or Assistant Head Custodian Position within the District, the employee shall be eligible to displace the lowest seniority employee within that Head Custodian and/or Assistant Head Custodian Classification, provided that the position has a lower comparative wage rate, as defined herein, than the wage rate of the position from which the employee was laid off.

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

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

ARTICLE 12 - RECALL

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

ARTICLE 13 - VACANCIES AND TRANSFERS

A. VACANCIES

1. Definition - Vacancies shall be defined to include new positions, promotional positions and vacant positions within the bargaining unit which have not been terminated or eliminated by the Board. Vacancies shall further be defined to exclude lateral transfers of existing employees within the same classification and the same job level and shall also exclude the reassignment of existing employees to entry level openings.

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

3. Filling of Vacancies - In filling vacancies as defined above, the Board shall first consider the seniority, qualifications and records of the employees presently employed by the District. For maintenance classification vacancies, when qualifications and records are relatively equal, the District shall promote the employee with the most seniority. Custodial employees with less than four (4) years seniority shall not be eligible for promotion into a maintenance classification vacancy, unless no custodial employee with four (4) or more years seniority meets the posted job qualifications of said vacancy. For custodial classification vacancies, when posted job qualifications are met and records are relatively equal, the District shall promote the employee with the most seniority.

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

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

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

During the trial period, the employee shall receive the rate of pay for the job he is performing. The employee shall have the right to revert to his former classification if he so

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

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

B. TRANSFERS -

1. Requested Transfers - An employee desiring a job transfer shall submit a request in writing, semiannually, stating the desire for a transfer. By December 31st and June 30th of each year, employees may submit a written request for notification of the opportunity for lateral transfers to openings for the subsequent year. For the subsequent year the lateral transfer request will be active from January 1 or July 1, for one year. A new request for a lateral transfer for any subsequent one-year period, will be required. Failure to submit a new request will result in the employee becoming ineligible for transfer notice. A lateral transfer request for a specific work area in a specific building shall not be submitted. However, an employee may request a lateral transfer to a particular building. If an opening occurs during the school year in a position for which a request for lateral transfer

has been made, then the Personnel Director shall notify the employee of such opening. The employee shall, within one (1) workday, accept or reject the transfer. If the employee rejects the transfer, his request for notification of openings in other positions shall not be valid. If the Employee accepts the transfer, he will have three (3) work days to use as a trial period to determine his desire to remain on the job. No further transfers will occur until after the end of this trial period.

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

2. Unrequested Transfers - Prior to an employee being transferred within the School District, the employee, upon written request, shall have a personal conference with the Director of Personnel, at which a Union representative and/or International or Council representative shall be present. Following the conference, the employee shall, upon written request, receive written reasons for the transfer. Transfers shall only be made in order to meet the needs of the School District and/or to promote efficiency. This provision shall not apply, however, to the work schedule established for employees during the summer months when school is not in session. Transfers shall not be made for disciplinary reasons.

3. Temporary Transfers - The Board and the Union recognize the necessity to make temporary transfers to promote efficiency or to meet emergencies and agree that a transfer of this type shall last only so long as the emergency exists or until the vacancy can be permanently filled, subject to the following provisions:

- a. Temporary transfers to a vacancy caused by the illness or disability of an employee shall not exceed one hundred (180) calendar days.
- b. All other temporary transfers shall not exceed sixty (60) calendar days.
- c. Modifications of an employee's work schedule during the summer months when school is not in session shall not be considered as a temporary transfer.

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

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

ARTICLE 14 - VETERANS

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

ARTICLE 15 - MISCELLANEOUS PROVISIONS

A. WORKER'S COMPENSATION - All employees who are injured in the performance of their duties for the Board shall be compensated as provided by the Michigan Worker's Compensation Act. The Board agrees to pay the difference between the amount an employee receives under the Michigan Worker's Compensation Act and his regular salary, not to exceed the number of the employee's accumulated sick leave days. An employee's sick leave day accumulation shall be charged for the amount of time necessary to make up the above difference on a pro rata basis.

B. UNIFORMS -

1. All custodians covered by the terms of this Agreement shall receive \$200 allowance to purchase uniforms, jackets, work boots and/or shoes which shall be selected by the Board. All maintenance employees shall receive \$225 allowance to purchase uniforms, jackets, work boots and/or shoes which shall be selected by the Board. Each employee shall have the responsibility of maintaining and cleaning such uniforms, jackets, work boots and/or shoes. All employees shall be required to wear their uniforms when performing their job assignments and duties for the Board of Education, except in extenuating circumstances or upon approval of the Director of Operations and Maintenance. Board approved tee-shirts may be worn by the employees as a uniform shirt during the summer work period only. However, employees may report to work wearing a Board-approved tee-shirt under their regular uniform shirt, and remove the regular uniform shirt

while working where appropriate (i.e. when students, parents, community members and staff are not in the building or work area and are unlikely to come into contact with the employee). Custodians and maintenance employees covered by this agreement are allowed to spend up to \$100.00 on work shoes or boots at a store mutually agreed upon by both parties. (NOTE: although no language in contract, vendor to accept school account; to be decided by January 31st).

2. In addition, during the summer work schedule when school is not in session, employees may wear uniform shorts and socks to be designated by the District, and purchased by the employees at their cost. Employees shall be responsible for being dressed appropriately for their daily assignment. In the event the District can document the existence of a problem associated with wearing shorts, then it may terminate this provision of the contract.

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

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

E. INCLEMENT WEATHER -

1. In the event school is closed due to adverse weather conditions, and the Superintendent determines that employees covered by the terms of this Agreement shall not be required to report to work or may leave work early, the loss of time shall not be charged against the employees' regular pay or leave days. In addition, if the Michigan State Police declares a Red Alert due to severe weather conditions, employees, with the exception of snow removal crews, shall not be required to report to work, and the loss of time shall not be charged against the employees' regular pay or leave days (without loss of pay).

2. If employees covered by the terms of this Agreement are not required to report to work or leave work early in accordance with Section (1) of this provision, and, if notwithstanding the closing of the schools, certain employees are required to report to work, such employees shall be compensated at the rate of two (2) times (double time) their regular hourly rate.

3. In the event school is closed due to adverse weather conditions, and the Superintendent has not determined that the employees covered by the terms of this Agreement are excused from work, certain employees may be excused from work without loss of pay upon the approval of the Director of Operations and Maintenance or his designee

if such employees are unable to report to work or are late to work due to the adverse weather conditions. It is the responsibility of the employee to contact the Director of Operations and Maintenance or his designee to obtain permission to remain away from work.

4. In the event school is closed for the entire day due to adverse weather conditions on a workday in the school year, and the Superintendent determines that employees covered by the terms of this agreement are required to report to work on such days, employees who actually report and work the entire day on all such days shall be entitled to one (1) compensatory day off, up to a maximum of two (2) such days in a school year. Such compensatory day(s) off may only be used during that school year when classes are not in session (i.e., Spring break, President's Day), with the exception of maintenance employees who may also use compensatory day(s) during the school year when classes are in session (summer excluded). However, if an adverse weather day occurs after the Spring break triggering a compensatory day(s), the Union and the Board shall meet to mutually agree upon when the compensatory day(s) may be used. If an employee uses a compensatory day after the first adverse weather day and then fails to report to work on the second or a subsequent adverse weather day, the employee shall lose a vacation day (i.e. - shall lose one vacation day for each such subsequent absence).

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

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

H. WRITTEN REPRIMANDS, COMPLAINTS AND WARNINGS AGAINST EMPLOYEES

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

1. In order to file a written request for the removal of reprimands, warnings or complaints from his personnel file, an employee must not have received a written reprimand, warning or complaint within the above three-year period.

2. Notwithstanding the above, reprimands, warnings or complaints against an employee involving the safety, health and welfare of the employee, other employees and students shall not be eligible for removal from an employee's personnel file, unless the

employee has not received a reprimand, warning or complaint involving the safety, health and welfare of the employee, other employees or students within the past fifteen (15) years.

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

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

K. RELEASE TIME - A total of ten (10) release days per year shall be granted to the Union for the purpose of attending educational conferences and conventions, subject to the following provisions:

1. Any unused release days from the total of ten (10) days shall not be cumulative from year to year.

2. No more than two (2) members of the Union may use the above release days on the same day.

3. The Union shall notify the office of the Director of Personnel not less than five (5) calendar days prior to the use of a release day under the terms of this provision.

4. Release days shall not be used during the period two (2) weeks prior to the end of school for students or two (2) weeks prior to the start of school for students, except upon the authorization of the Director of Personnel or his designee.

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

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

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

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

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

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

ARTICLE 16 - GENERAL PROVISIONS


In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, such provision shall be void and inoperative, but all other provisions of this Agreement shall remain and continue in effect.

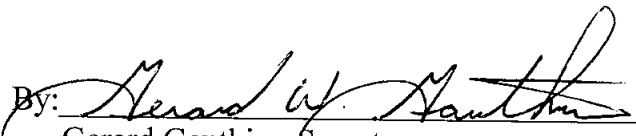
ARTICLE 17 - DURATION OF AGREEMENT

This Agreement shall continue in effect for a period of three (3) years, commencing on July 1, 2000, and ending June 30, 2003. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) calendar days nor more than ninety (90) calendar days prior to June 30, 2003. In any event, this Agreement shall not be extended beyond June 30, 2003, except by written consent of the parties.


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

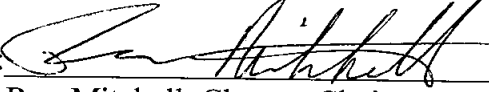
BOARD OF EDUCATION
FRASER PUBLIC SCHOOLS DISTRICT

By: 
Carole Bannister, President

By: 
Gerard Gauthier, Secretary

INTERNATIONAL UNION OF AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO,
AND METROPOLITAN COUNCIL NO. 25,
AND LOCAL NO. 3846

By: 
Steven Burnett, Local President

By: 
Ron Mitchell, Chapter Chairperson

Ratified by the Board of Education of the Fraser Public Schools District on December 13, 1999.

Ratified by the International Union of American Federation of State, County and Municipal Employees, AFL-CIO, and Metropolitan Council No. 25 and Local No. 3846 on December 4, 1999.

EXHIBIT A

SALARY SCHEDULE 2000-01

MAINTENANCE EMPLOYEES (per hour)

EXPERIENCE - NUMBER OF YEARS

CLASSIFICATION

	<u>1 YEAR</u>	<u>COLA⁵</u>	<u>2 YEARS</u>	<u>COLA</u>	<u>3 YEARS</u>	<u>COLA</u>
Maintenance	\$14.76	1.13	\$15.12	1.16	\$15.44	1.18
Maintenance Semi-Skilled	\$15.69	1.20	\$16.05	1.23	\$16.36	1.26
Maintenance Skilled	\$16.54	1.27	\$16.83	1.29	\$17.54	1.35

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

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

OPERATIONAL EMPLOYEES

⁵C.O.L.A. shall be paid in two checks.

The first check shall be paid on or about the first pay day in December. The amount of the check will be determined by dividing by two (2) the employee's number of regularly scheduled work hours from July 1 to June 30, excluding unpaid leave time, and multiplying by the employee's C.O.L.A. rate.

The second check shall be paid on or about the first pay day in July. The amount of the check will be determined by multiplying the overtime hours actually worked for the entire school year, as per Article 7, adding the non-overtime hours actually worked from July 1 to June 30, subtracting the hours paid in December, and multiplying by the employee's C.O.L.A. rate.

<u>CLASSIFICATION</u>	<u>PER HOUR</u>	<u>COLA</u> ⁶
Custodian	\$14.93	1.15
Elementary Head Custodian and Second Assistant Head Custodian High School	\$15.69	1.20
Assistant Head Custodian Junior High School	\$16.05	1.23
Assistant Head Custodian High School ⁷	\$16.47	1.26
Head Custodian High School and Junior High School	\$17.37	1.33
Pool Custodian High School	\$15.56	1.19

⁶ C.O.L.A. shall be paid in two checks.

The first check shall be paid on or about the first pay day in December. The amount of the check will be determined by dividing by two (2) the employee's number of regularly scheduled work hours from July 1 to June 30, excluding unpaid leave time, and multiplying by the employee's C.O.L.A. rate.

The second check shall be paid on or about the first pay day in July. The amount of the check will be determined by multiplying the overtime hours actually worked for the entire school year, as per Article 7, adding the non-overtime hours actually worked from July 1 to June 30, subtracting the hours paid in December, and multiplying by the employee's C.O.L.A. rate.

⁷ The Assistant Day Head Custodian at the High School shall receive Three and 50/100 (\$3.50) Dollars per workday based on five (5) workdays per week for performing certain assigned duties in connection with the pool.

EXHIBIT A

SALARY SCHEDULE 2001-02

MAINTENANCE EMPLOYEES (per hour)

EXPERIENCE - NUMBER OF YEARS

CLASSIFICATION

	<u>1 YEAR</u>	<u>COLA⁸</u>	<u>2 YEARS</u>	<u>COLA</u>	<u>3 YEARS</u>	<u>COLA</u>
Maintenance	\$15.15	1.29	\$15.52	1.32	\$15.85	1.35
Maintenance Semi-Skilled	\$16.11	1.38	\$16.48	1.41	\$16.80	1.43
Maintenance Skilled	\$16.98	1.45	\$17.28	1.47	\$18.01	1.54

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

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

⁸ C.O.L.A. shall be paid in two checks.

The first check shall be paid on or about the first pay day in December. The amount of the check will be determined by dividing by two (2) the employee's number of regularly scheduled work hours from July 1 to June 30, excluding unpaid leave time, and multiplying by the employee's C.O.L.A. rate.

The second check shall be paid on or about the first pay day in July. The amount of the check will be determined by multiplying the overtime hours actually worked for the entire school year, as per Article 7, adding the non-overtime hours actually worked from July 1 to June 30, subtracting the hours paid in December, and multiplying by the employee's C.O.L.A. rate.

OPERATIONAL EMPLOYEES

<u>CLASSIFICATION</u>	<u>PER HOUR</u>	<u>COLA⁹</u>
Custodian	\$15.33	1.31
Elementary Head Custodian and Second Assistant Head Custodian High School	\$16.11	1.38
Assistant Head Custodian Junior High School	\$16.48	1.41
Assistant Head Custodian High School ¹⁰	\$16.91	1.44
Head Custodian High School and Junior High School	\$17.84	1.52
Pool Custodian High School	\$15.98	1.36

⁹ C.O.L.A. shall be paid in two checks.

The first check shall be paid on or about the first pay day in December. The amount of the check will be determined by dividing by two (2) the employee's number of regularly scheduled work hours from July 1 to June 30, excluding unpaid leave time, and multiplying by the employee's C.O.L.A. rate.

The second check shall be paid on or about the first pay day in July. The amount of the check will be determined by multiplying the overtime hours actually worked for the entire school year, as per Article 7, adding the non-overtime hours actually worked from July 1 to June 30, subtracting the hours paid in December, and multiplying by the employee's C.O.L.A. rate.

¹⁰ The Assistant Day Head Custodian at the High School shall receive Three and 50/100 (\$3.50) Dollars per workday based on five (5) workdays per week for performing certain assigned duties in connection with the pool.

EXHIBIT A

SALARY SCHEDULE 2002-03

MAINTENANCE EMPLOYEES (per hour)

EXPERIENCE - NUMBER OF YEARS

CLASSIFICATION

	<u>1 YEAR</u>	<u>COLA¹¹</u>	<u>2 YEARS</u>	<u>COLA</u>	<u>3 YEARS</u>	<u>COLA</u>
Maintenance	\$15.48	1.45	\$15.86	1.49	\$16.20	1.54
Maintenance Semi-Skilled	\$16.46	1.55	\$16.84	1.59	\$17.17	1.61
Maintenance Skilled	\$17.35	1.63	\$17.66	1.66	\$18.40	1.73

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

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

¹¹ C.O.L.A. shall be paid in two checks.

The first check shall be paid on or about the first pay day in December. The amount of the check will be determined by dividing by two (2) the employee's number of regularly scheduled work hours from July 1 to June 30, excluding unpaid leave time, and multiplying by the employee's C.O.L.A. rate.

The second check shall be paid on or about the first pay day in July. The amount of the check will be determined by multiplying the overtime hours actually worked for the entire school year, as per Article 7, adding the non-overtime hours actually worked from July 1 to June 30, subtracting the hours paid in December, and multiplying by the employee's C.O.L.A. rate.

OPERATIONAL EMPLOYEES

<u>CLASSIFICATION</u>	<u>PER HOUR</u>	<u>COLA¹²</u>
Custodian	\$15.66	1.47
Elementary Head Custodian and Second Assistant Head Custodian High School	\$16.46	1.55
Assistant Head Custodian Junior High School	\$16.84	1.59
Assistant Head Custodian High School ¹³	\$17.28	1.62
Head Custodian High School and Junior High School	\$18.23	1.71
Pool Custodian High School	\$16.33	1.53

¹² C.O.L.A. shall be paid in two checks.

The first check shall be paid on or about the first pay day in December. The amount of the check will be determined by dividing by two (2) the employee's number of regularly scheduled work hours from July 1 to June 30, excluding unpaid leave time, and multiplying by the employee's C.O.L.A. rate.

The second check shall be paid on or about the first pay day in July. The amount of the check will be determined by multiplying the overtime hours actually worked for the entire school year, as per Article 7, adding the non-overtime hours actually worked from July 1 to June 30, subtracting the hours paid in December, and multiplying by the employee's C.O.L.A. rate.

¹³ The Assistant Day Head Custodian at the High School shall receive Three and 50/100 (\$3.50) Dollars per workday based on five (5) workdays per week for performing certain assigned duties in connection with the pool.

BOARD PAID RETIREMENT - The Board shall pay the employees' state retirement contribution to the State School Employees Fund in the amount of five (5%) percent of the wages set forth in the above schedule.

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

Second Shift - 20¢ per hour

Third Shift - 25¢ per hour

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

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

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

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

1. After five (5) years of continuous service to the Board - 20¢ per hour
2. After ten (10) years of continuous service to the Board - 25¢ per hour
3. After fifteen (15) years of continuous service to the Board - 30¢ per hour

THE ABOVE AMOUNTS SHALL NOT BE CUMULATIVE

SUMMARY OF
LETTERS OF INTENT

1. Use of Private Vehicles by Custodial Staff for School Business (Nov. 6, 1973) - Custodial personnel cannot be required to use their personal vehicle to conduct school business (depositing money in the bank, picking up supplies, etc.). However, if this is not seen as an inconvenience or imposition by the custodian, he/she may continue to use his/her vehicle and be reimbursed at the current mileage rate as determined by the Board.
2. Work from Weekend Activity - In the event an employee is assigned to perform work resulting from a weekend activity (Saturday or Sunday) and is not able to complete his normal assigned duties, the employee shall not be reprimanded for his failure to complete his normal duties during his scheduled shift.
3. Position Excluded from Rotational Overtime (Nov. 1, 1978) - One (1) custodial position in the gym area at the high school, in addition to the pool custodian, shall be excluded from the rotational overtime provision of Article 7, Section B, of the Collective Bargaining Agreement. The employee assigned to this excluded position may have four (4) of his regular eight (8) hour workdays scheduled during the week, Monday through Friday, and the fifth (5th) day may be scheduled on Saturday, for which the employee would receive one and one-half (1½) times his regular hourly rate. (This employee's Saturday work time would not be rotated.)
4. Duty-Free Lunch (Sept. 17, 1979) - All employees covered by the terms of this Agreement are entitled to a duty-free lunch break in accordance with Article 15, Section D, and shall not be required to perform work during such lunch break, except in an emergency.

5. Snow Removal Duties - In the event an employee, either on the day shift or night shift, is assigned snow removal duties during his shift and is not able to complete his normal custodial duties during normal working hours, the employee shall not be reprimanded for his failure to complete said duties.

6. Privatization - In the event that the District contracts out the services of the bargaining unit covered by this Agreement which results in the permanent layoff of more than one-quarter of the employees in the unit, the District agrees to negotiate a benefits severance package for the permanently laid off members of the bargaining unit.

7. Summer, 2000 Starting Time - For summer of 2000, all summer work period day shifts will begin at 6:00 a.m., unless the Director of Operations and Maintenance determines that there is good cause for a change due to bond construction needs, etc.

BOARD OF EDUCATION
FRASER PUBLIC SCHOOLS DISTRICT

By: Carole Bannister
Carole Bannister, President

By: Gerard W. Gauthier
Gerard Gauthier, Secretary

INTERNATIONAL UNION OF AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO,
AND METROPOLITAN COUNCIL NO. 25,
AND LOCAL NO. 3846

By: Steven Burnett
Steven Burnett, Local President

By: Ron Mitchell
Ron Mitchell, Chapter Chairperson

EXHIBIT B

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

AUTHORIZATION FOR
DUES DEDUCTION

By: _____
Please Print Last Name First Name Middle Name

To: _____
Employer

Effective _____, I hereby request and authorize you to deduct from my
date

earnings the current initiation fee being charged by AFSCME Local Union No. ____, and
effective the same date to deduct from my earnings _____ a sufficient amount
Payroll Period

to provide for the regular payment of the current rate of monthly union dues, as certified by

the union. The amount deducted shall be paid to the treasurer of

_____, of the American Federation of State, County and Municipal
Union Name and Number

Employees. This authorization shall remain in effect unless terminated by me by written
notice to the union and employer within thirty (30) days immediately preceding the
termination date of the existing Union - Management Agreement, or termination of my
employment.

This space reserved for
additional information
when required

Employee's Signature

Street Address

City and State

STATEMENT CONCERNING MEDICAL VERIFICATION FOR SICK LEAVE DAYS

An employee who uses five (5) or more sick leave days on the day immediately before or after a weekend or vacation period during a fiscal year (July 1 - June 30), or has seven (7) or more sick leave occurrences during the fiscal year, shall be required to submit medical verification for each use of sick leave for the following fiscal year. An absence for which medical verification is provided at the time the employee returns to work (including medical verification for an illness in the immediate household requiring the employee's care) shall be excluded from the above. In addition, personal business days, funeral/bereavement days, and military leave days shall be excluded from the above. A sick leave occurrence means a time period of one or more consecutive workdays during which the employee was absent from work due to illness (i.e., employee absent two consecutive days equals one sick leave occurrence; employee absent one sick day equals one sick leave occurrence). Partial use of a sick day shall count as one occurrence.