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JULY 1, 2006 TO JUNE 30, 2008

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 AND
COUNCIL #25 AND ITS AFFILIATE LOCAL NUMBER 1884
EDUCATIONAL SECRETARIES

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THIS AGREEMENT made this 1st day of July, 2006, by and between the Board of Education of the Fraser Public Schools District, Macomb County, Michigan, hereinafter called the "Board," and the International Union of American Federation of State, County and Municipal Employees and Council #25 and its Affiliate Local Number 1884 - Educational Secretaries, hereinafter called the "Secretaries."

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

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

ARTICLE I

- A. RECOGNITION - The Board recognizes the International Union of American Federation of State, County and Municipal Employees and Council #25 and its Affiliate Local Number 1884 as the exclusive bargaining representative of all secretarial personnel employed by the Board, excluding secretaries to positions of Superintendent, Assistant Superintendent, Director of Personnel, and Director of Finance.

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

- B. BOARD POWERS - The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States.

C. STRIKES

1. During the term of this Agreement, neither the union, nor any of its officers or members will authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature, whether for purposes of changing, maintaining, or influencing wages, hours and/or terms and conditions of employment.

2. No lock out of employees shall be instituted by the employer during the term of this Agreement.

D. 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, sex, or disability.

E. UNION SECURITY AND DUES DEDUCTION - All employees covered by the terms of this Agreement shall, as a condition of continued employment, execute an authorization for the deduction of union dues, or for the deduction of a sum equivalent to the union dues as a service fee. Dues deductions shall commence upon the completion of the probationary period or sixty (60) work days from the date of hire which ever comes first. The Board will deduct from the pay of each employee from whom it receives an authorization the required amount of dues or service fees. Sums deducted as dues shall be forwarded to the Local Union Treasurer within thirty (30) days after their deduction.

In the event that an employee covered by the terms of this Agreement does not sign an authorization or make other arrangements with the Union to pay the required fees following the commencement of employment, the Board agrees that the services of such employee shall be discontinued.

F. POLITICAL ACTION CONTRIBUTION - The Employer agrees to deduct from the wages of any employee, who is a member of the Union, a P.E.O.P.L.E. deduction as provided for in a written authorization executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the Employer and the Union.

Any such deductions shall be forwarded to the Union, together with a list of the names for whom such deductions are made and the amounts deducted during the period covered by the remittance.

G. STEWARDS

1. 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.

2. Notwithstanding their position on the seniority list, in the event of layoff, the chapter chairperson, chapter secretary and the Union stewards** (not to exceed four [4]) shall be continued at work as long as there is a bargaining unit position for which they are qualified to perform. The chapter chairperson and the stewards referred to above shall receive the rate of pay for the position in which they are placed at the time of a layoff.

ARTICLE 2 SALARY SCHEDULES

The 2006-2008 Salary Schedules, appearing on Pages 31-34 attached hereto as "Exhibits" and made a part hereof, shall be in effect for the period July 1, 2006 to June 30, 2008.

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

- A. 1. 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 Community Blue PPO 1 or the Blue Care Network HMO. Prescription co-pay shall be \$10 generic/\$20 name brand, to be administered by Blue Cross Blue Shield with the understanding that during the contract term parties may discuss switching to administration by a third part administrator for reasons of cost containment.

Beginning in the fall of 1995-96, a cafeteria plan identical to that of the teachers' bargaining unit shall be instituted, which includes as one option the health insurance coverage above.

(Note: Includes \$750 preventative care on Community Blue).

2. INSURANCE WAIVER OPTION - Any employee who has hospitalization and surgical insurance from some other source who elects not to receive hospitalization and surgical insurance benefits in accordance with Section A. 1. of this Article shall be eligible to receive compensation. An employee waiving health insurance coverage hereunder shall provide the District with an affidavit setting forth the name of the insurer, the date of coverage, the policy number and such other information as the District may require. This section shall take effect on October 1, 1991. If the number of employees electing not to receive hospital and surgical benefits is either 1 or 2 employees, the amount of the insurance waiver option shall be \$500.00 annually.

**According to the seniority of the stewards.

In the event that the number of employees electing not to receive hospital and surgical benefits is either 3 or 4, the amount of the insurance waiver option shall be \$1,000 annually. If the number exceeds 4 for purposes of this provision, the amount of the insurance waiver option shall be \$1,500 annually. The number of employees eligible for the insurance waiver option shall be determined as of October 1 of each school year. The amount of the insurance waiver option shall be in effect for 12 months. Employees selecting the insurance waiver option may not elect to receive hospital and surgical insurance benefits during the 12-month period, unless the employee's hospitalization coverage through a spouse is discontinued and the election shall be subject to the applicable requirements contained in the insurance policy. Beginning in the fall of 1995-96, a cafeteria plan identical to that of the teachers' bargaining unit shall be instituted, which shall supersede the provisions herein in Article A.2; however, the cafeteria plan includes as one option an insurance waiver option of \$1,000.

- B. LIFE INSURANCE - The Board agrees to pay the full costs of a group life insurance policy in the face amount of Thirty Five Thousand (\$35,000) Dollars per employee.
- 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 2/3%) percent of a secretary's pay after one hundred eighty (180) calendar days of disability to age sixty-five (65), subject to the terms of the policy.
- D. DENTAL INSURANCE - The Board agrees to pay the full cost of a dental insurance plan, described as Delta Plan A or its equivalent, for all employees, subject to the terms of the policy.
- E. OPTICAL PROGRAM - 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 limited to the MESSA Vision Care - Plan I Program.

ARTICLE 4 - LEAVES OF ABSENCE

A. LEAVE DAYS

1. Leave days shall be earned at the rate of one (1) day per month during the first year of employment; and, thereafter, employees employed on a full-year basis (12-month employees) shall earn leave days at the rate of one and one-fourth (1-1/4) days per month (fifteen [15] leave days per year). Employees employed on a school year basis (10-1/2 month employees) shall earn leave days at the rate of one and one-twelfth (1-1/12) days per month (thirteen [13] leave days per year). Employees must work ten (10) days of the month for full credit.
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 employed on a full-year basis (12-month employees) shall use more than five (5) of the leave days earned in that year for reasons of personal business in any one (1) year. No employee employed on a school year basis (10-½ month employees) shall use more than four (4) leave days earned in that year for reasons of personal business in any one (1) year.

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 Personnel specifying the reasons for such request. Increments of no less than sixty (60) minutes can be taken by all employees. Any employee requested by the Board shall furnish a medical certificate documenting the use of leave days used for reasons of illness.

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) 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) 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 6, Retirement, Termination and Resignation and may not be used for any purposes except as specified herein.
 5. Upon approval of the Director of Personnel, employees covered by the terms of this Agreement shall be eligible to use days from the employee's accumulated leave day bank for a funeral or illness in the employee's or his or her spouse's immediate family, which shall be defined to mean spouse, children, mother, father, brother, sister, grandmother and grandfather, grandchildren, or other relative residing with the employee.
- 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 personal business or being elected to union office for up to one year.
 - c. For family medical care for up to 180 days.
 - 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 days shall apply for a medical leave of absence within thirty (30) 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) 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, including hospitalization insurance, holiday pay, vacation pay and the like during the 180 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-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 benefits during the 180-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-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 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 not be paid fringe benefits, except that 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.
 - 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 accrue up to one (1) year of seniority and shall retain all seniority acquired prior to the date the leave of absence commences. During a leave of absence for military leave or workers compensation disability, the employee shall accrue full seniority for the length of the absence. Seniority shall not accrue during an extension of a medical leave of 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) 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 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 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 the employee's original position.
 - b. Leave of Absence for Family Medical Care - An employee who returns to work within 180 days from the commencement date of a leave of absence for family medical care shall be entitled to return to the employee's original position.
 - 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 exercise bumping rights.
 - 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 exercise bumping rights.
 - e. Leave of Absence for Military Service - An employee who returns to work from military service shall be governed by "return to work" provisions of the federal law.
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 a substitute or a reassignment of another secretary 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, her position shall be treated as a vacancy and filled in accordance with Article 10 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 an extension of the leave of absence for a period not to exceed one (1) year. Written application for the extension shall be submitted to the Board at least thirty (30) 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 bumping rights into the 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 a "bump" 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, 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 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) days without loss of pay to attend a funeral in the employee's or her spouse's immediate family as defined above, subject, however, to the approval of the Director of Personnel.

D. FAMILY AND MEDICAL LEAVE ACT - The Board will grant up to twelve (12) weeks of family medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). Fraser Public Schools will measure the twelve (12) month period forward from the date an employee's first FMLA leave begins. For example, if an employee used four weeks of FMLA leave beginning March 1, 1996, and eight beginning September 1, 1996, the employee would not be entitled to any additional FMLA leave until March 1, 1997. On March 1, 1997, the employee would be entitled to another 12 weeks of FMLA leave.

All requests for such leave will be made to the Director of Personnel. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee must give as much notice as is practicable.

Proper certification of the reason for the leave must be provided. An employee may be required to use all available personal leave time for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave, subject to the layoff provision, Article 12.

ARTICLE 5 GRIEVANCE PROCEDURE

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

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

Any employee with a problem or grievance as defined herein may just informally discuss the matter directly or accompanied by a Union representative with the appropriate member of the administration.

Step 1.

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

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

Step 2.

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

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

Step 3.

Within ten (10) school days after receiving the decision of the Director of Personnel, the aggrieved party may appeal the decision to the Board of Education or may proceed directly to Step 4. Within thirty (30) days of receipt of the appeal, in the event the grievance is appealed to the Board, the Board shall hold a hearing or meeting concerning the grievance, which may be attended by the Union if they choose. Within ten (10) days from the date of the hearing or meeting, the 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 forty-five (45) calendar days after the decision of the Board. The parties shall attempt to mutually agree upon an arbitrator thirty (30) calendar days from the date notice of intent to arbitrate is served. If the parties are unable to agree, then the case shall be filed with the American Arbitration Association. In either case, the parties will be bound by the labor arbitration rules and procedures of the American Arbitration Association. If not submitted, the grievance shall be abandoned. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said forty-five (45) day 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) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and

conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and he shall be subject to in all cases the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitutions of the United States and of the State of Michigan, and all other applicable state and federal laws.

The Arbitrator shall not usurp the functions of the 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. Each party will bear the full cost of its side of the arbitration and will pay one half of the cost for the arbitrator.

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

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

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

ARTICLE 6 RETIREMENT, TERMINATION AND RESIGNATION

- A. RETIREMENT - Any employee retiring in accordance with the Michigan Public School Employees Retirement System (MPERS) after ten (10) years of employment with the Board shall be paid a sum of money equal to three-quarters (3/4) of the employee's accumulated leave days times their daily wage rate as determined from the appropriate Salary Schedule, except as provided below.

Effective July 1, 2006, all 12-month bargaining unit members then employed will be permitted to accumulate up to fifteen (15) personal leave days for every full year of service that they have provided to the District, up to one hundred and twenty (120) days for purposes of this Article; and, similarly, all 10-1/2 month bargaining unit members then employed will be permitted to accumulate up to thirteen (13) personal leave days for every full year of service that they have provided to the District, up to one hundred and twenty (120) days for purposes of this Article.

Those employees with less than ten (10) years of service and all future employees first employed after July 1, 2006, shall be paid for three-quarters of their accumulated leave days at the substitute

and/or daily rate in effect as of the date of their retirement or death, on the basis of the following examples.

Employees with nine (9) years of service as of July 1, 2006, would be eligible to accumulate in the years after that date up to a total of one hundred and eight (108) personal leave days for which such members will be paid in the same manner as set forth in paragraph 1 above ($108 \times .75 \times \text{employee's daily rate} = \$$), and up to twelve (12) days for which they would receive the then daily substitute rate upon the date of retirement/death ($12 \times .75 \times \text{substitute rate} = \$$). Similarly, employees with either (8) years of service as of July 1, 2006, would be eligible to accumulate in the years after that date up to a total of ninety six (96) personal leave days for which such employees will be paid in the same manner as set forth in paragraph 1 above ($96 \times .75 \times \text{employee's Daily Rate} = \$$), and up to twenty four (24) days for which they would receive the then daily substitute rate upon the date of retirement/death ($24 \times .75 \times \text{substitute rate} = \$$), and so on for employees with less than ten (10) years of service.

All qualifying employees will be eligible to be paid for seventy five percent (75%) of up to one hundred and twenty (120) personal days at either the employee's daily rate or the daily substitute rate, depending upon how many years of service they have as of July 1, 2006.

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

C. RESIGNATION

1. Any employee resigning his/her employment must give two (2) weeks notice in writing to his/her immediate supervisor and to the Board of Education. When possible more notice will be given.
2. Any employee resigning his/her employment with the school district shall be entitled to vacation pay for all accrued vacation days.
3. Any employee who voluntarily resigns his/her employment shall be considered a new employee, if hired.

D. PAYMENT - All sums of money to be paid out under Article 6, Retirement and Termination, shall be paid according to the following schedule: The District shall pay up to the first \$5,000 within thirty (30) days after the employee's retirement/termination by death. 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, 1998, and is entitled to \$11,000 under Article 6, the District would pay the employee \$5,000 in July, 1998, \$5,000 in January, 1999, and \$1,000 in January, 2000.)

ARTICLE 7 HOURS

- A. SUMMER - The summer work week shall consist of thirty-five (35) hours for all employees employed on a full-year basis (12-month employees) with no reduction in salary. All other employees working during the summer shall be paid their hourly rate for the actual hours worked. The summer workday shall be determined for any employee by the immediate supervisor. The Personnel Director may approve a flexible hours schedule for 12 month employees during the summer schedule. Employees shall be informed of changes in the schedule before they are implemented. The summer work week shall begin on the first Monday immediately following the last day of school as determined from the school calendar and shall end on the next to the last Friday which precedes the opening day of school as determined from the school calendar.
- B. REGULAR WORK WEEK AND REGULAR WORK YEAR FOR LESS THAN 12-MONTH EMPLOYEES -
1. Regular Work Week - The regular work week shall consist of thirty-seven and one-half (37½) hours per week. The regular workday shall be determined for any employee by the immediate supervisor. Except in extenuating circumstances beyond the control of the Board, ten (10) month employees shall be notified in writing of their anticipated return date for the following school year prior to the end of the current school year.
 2. Regular Work Year for Less than 12-Month Employees - The regular work year for less than 12-month employees shall be 195 workdays (5 days before and 5 days after the teacher's work year), subject to modification for one or more of the following reasons:
 - a. The layoff of bargaining unit employees;
 - b. Work stoppages by other employee groups;
 - c. Extension of work year due to inclement weather or other emergency causes;
 - d. Needs of the School District.
- C. CASUAL SUMMER WORK - Before hiring any substitute employees to perform clerical work during the summer months, the district shall offer such work to ten (10) month bargaining unit employees, upon the same terms, conditions and rate of pay as will be offered to the substitute employee. Bargaining unit members desiring temporary summer placement shall submit a request to the Director of Personnel by May 1st and copy to the Chapter Chairperson.
- D. OVERTIME - Overtime worked after seven and one-half (7½) hours in any one day or thirty-seven and one-half (37½) hours in any one week shall be compensated for at the rate of

one and one-half (1½) times the regular hourly rate. All Saturday employment shall be compensated at the rate of one and one-half (1½) times the regular hourly rate.

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

- E. LUNCH AND RELIEF PERIODS - Employees shall be entitled to a duty-free lunch period, which shall not be included in the employee's regular workday. Secretaries shall receive a relief period of fifteen (15) minutes in the morning and afternoon of each working day. Upon the approval of the Employee's Supervisor, the two fifteen (15) minute relief periods may be combined with the half -hour (1/2) lunch period to provide a one (1) hour lunch.
- F. CONFERENCE TIME - Those employees who are scheduled to work on-site during a single night parent-teacher conference will not be required to report to work on the next normal work day and will suffer no loss of pay. Employees assigned to work during a multiple night parent-teacher conference will not be required to report to work on the next normal work day following conclusion of the conference and will suffer no loss of pay.

ARTICLE 8 PAID VACATIONS

Each full-time employee shall receive credit commencing with the first day of employment for paid vacation in accordance with the following schedule:

	<u>44-46 Week</u>	<u>52 Week</u>
1 to 5 years (1 day per working month per working year)	10 days	12 days
5 years through 10 years (1¼ day per working month per working year)	13 days	15 days
10 years through 15 years	16 days	19 days
Over 15 years	17 days	20 days

Vacation days shall be accumulated and determined annually on or before June 30th by the Board and shall be used by such employee within the twelve (12) month period immediately following such determination. Twelve month employees may carry over five (5) days, which must be used by August 15th. An employee who separates from his/her employment will receive his/her earned vacation pay.

Employees employed on a 52-week basis may at the discretion of their immediate supervisor use vacation days as they are earned. Employees employed on a school year basis (10-½ month employees) shall not take any vacation, but during the term of this Agreement shall be paid, in lieu of any vacation, the sum of money represented by their total accumulated vacation days. Payment shall

be made by June 30, except in emergency situations. When a contract holiday falls within an employee's vacation period, the employee shall not be charged a vacation day for the holiday.

ARTICLE 9 PAID HOLIDAYS

All employees who have worked, except under extenuating circumstances or excused absence, the full regularly scheduled, straight-time workday immediately preceding and immediately subsequent to the following holidays shall be paid for the following holidays: Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, the Monday following Easter Sunday and Memorial Day. One (1) additional holiday shall be scheduled during the Christmas break period when school is not in session at a time to be mutually determined by employee and School District representatives.

In addition to the preceding holidays, employees employed on a full-year basis (12-month employees) shall be paid for Independence Day.

In the event that school is in session on the Monday following Easter Sunday, the holiday scheduled at that time will be rescheduled to a time which does not conflict with the operation of the schools.

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

When one of the above enumerated holidays shall fall on a Sunday, the Monday shall be deemed the holiday. When one of the holidays falls on a Saturday, then Friday shall be deemed the holiday. If school is in session on such Mondays or Fridays, the holiday or holidays will be rescheduled to another date by mutual agreement of the parties to a date when school is not in session.

ARTICLE 10 VACANCIES AND TRANSFERS AND SUMMER POSTINGS

- A. VACANCIES - 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. The Board shall give written notice to the Union of vacancies. The notice shall include the classification, the area where the classification is currently assigned, number of hours of work for the position and any qualifications or requirements of applicants. The notice shall be given seven (7) working days prior to filling the vacancy. Employees shall apply for the vacancy within the seven (7) working day period. All vacancies, including newly created positions, shall

be filled within sixty (60) days from the date the position becomes vacant or is created except in extenuating circumstances and subject to the following conditions:

1. The above provision shall not apply in the event the Board eliminates any bargaining unit position. The Board shall notify the Union President prior to eliminating a bargaining unit position.
2. The above provisions shall not apply in the event the vacancy occurs as a result of a layoff or reduction in work force.
3. The above provisions shall not apply to temporary vacancies occurring as the result of the illness or temporary disability of an employee on a leave of absence granted the employee in accordance with this agreement.
4. In filling vacancies or newly created positions, the Board shall first consider the seniority, qualifications and records of the employees presently covered by this Agreement. Qualifications and records being equal, the senior applicant shall receive the position. In the event the senior bargaining unit applicant is denied a promotion to the bargaining unit position, reasons for the denial shall be given in writing to the employee and Union upon request. The employee granted the position shall have a four (4) week trial period to determine:
 - a. Her desire to remain on the job
 - b. Her ability to perform the job.

During the trial period, the employee shall receive the rate of pay for the job she is performing. The employee shall have the right to return to her former classification if she so desires at any time during the trial period. Written evaluations of employees on trial period resulting from promotion, demotion or transfer will be made on or about the tenth (10th) day of assignment and on or about the fifteenth (15th) day of assignment to allow the employee the opportunity to adjust. The Board shall have the right to revert the employee to the employee's former classification in the event the employee is unable to perform the duties of the new job to the employee's immediate supervisor's satisfaction, and the employee shall be returned to the employee's former position and location. In such event, the Board shall submit a written statement of its dissatisfaction with the employee, upon request.

All bargaining unit applicants may be retested on any of the skills required on the posting at the request of the Board or at the request of the employee applicant. For purposes of this Agreement, the term "promotion" means a change in jobs to one of a higher classification and rate of pay. The term "transfer" means a lateral move between the same two classifications with no change in pay, but does not mean the mere reassignment of a classification to a new work area. The term "downgrade" means a change in jobs to one of a lower classification and rate of pay.

B. TRANSFERS

1. Requested Transfers - Employees may request a transfer in writing to the Director of Personnel. The written request shall state the position to which the employee desires to be transferred, her qualifications for the position and the reasons for requesting the transfer. In the event the requested transfer is denied, the Director of Personnel or his designee shall, upon request of the employee, give written reasons for the denial of the requested transfer.
2. Unrequested Transfers - Prior to transferring any employee who has not requested a transfer, a personal conference with the affected employee and a Union representative shall be held with the Director of Personnel or his designee at which time the reasons for the transfer will be discussed. Such transfers, shall only be made to meet the needs of the School District and/or to promote efficiency and not for disciplinary reasons. The transfer of a bargaining unit member as a result of the rotational assignment of an elementary school principal shall only be made if agreed to by the principals and secretaries involved.
3. Temporary Assignments - The Board and the Union recognize the necessity to make temporary assignments to promote efficiency or to meet emergencies and agree that an assignment 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 assignments to a vacancy caused by illness, disability or other temporary absence of an employee shall not exceed the time that the temporarily absent employee has the right to return to the employee's job.
 - b. Modifications of an employee's work schedule during the summer months when school is not in session and movements, which include a mere assignment, or reassignment of work, shall not be considered as a temporary assignment. A temporary assignment must be approved by the Director of Personnel.
 - c. An employee, who is temporarily assigned to the position of a temporarily absent employee who has the right to return to that original position or who has bumping rights, is subject to being bumped if the absent employee returns to work. In the event the absent employee does not return to work, the employee who was temporarily assigned to the position shall be assigned to the position on a permanent basis.
 - d. An employee on a temporary assignment shall receive the applicable hourly rates of the temporary classification, if higher than the employee's regular hourly rate.

4. Violations of this section of the Contract shall be subject to the Grievance Procedure.

C. SUMMER POSTINGS - The District agrees that in the event of a clerical vacancy (both Union and non-union) that occurs during the summer months, personnel shall mail notices of job postings and testing dates to all bargaining unit members at their address of record.

D. TESTING

1. Scheduling Tests – Tests for employees shall be scheduled under the following circumstances:

- a. At the time of a job or position vacancy is posted whenever any employee is the senior bidder, for a position and does not have the necessary qualification or work record, then the employee may request and will receive testing.
- b. As scheduled by the Director of Personnel.
- c. At the written request of an employee, thirty (30) days in advance, a test will be scheduled on a semi-annual basis.

2. Conduct of Tests – All word processing, and bookkeeping tests will be conducted under appropriate business like conditions. Employees taking a test will not suffer any loss of pay for tests administered during the employee's workday. Employees shall not be paid overtime for test administered after the end of the employee's workday.

E. Working out of Classification – Upon approval of the Director of Personnel, bargaining unit members who work in a higher classification and are asked to assume the duties of the higher classification for three (3) consecutive days or more will receive the rate of pay after the third day for the higher classification for the remainder of the temporary assignment.

ARTICLE 11
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 shall be considered probationary employees for the first six (6) months of their employment, but 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. Probationary periods may be extended by mutual agreement between the Union and the School Board. New employees, while in their probationary period, may be terminated without recourse to the grievance procedure. They shall be represented by the Union for all purposes under the agreement during their probationary period, except that no protest may be taken against termination of the employee during his probationary period.

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, based upon the employee's most recent day of hire.

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

1. She/He quits.
2. She/He is discharged and the discharge is not reversed.
3. She/He is absent for three (3) consecutive working days without notifying the Board or giving satisfactory reasons to the Board for such absence.
4. She/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. She/He gives a false reason for a leave of absence or engages in other employment during such leave.
6. She/He retires.

E. RE-ENTERING THE UNION - In the event a Union member accepts a non-bargaining unit position within the Fraser School District, the employee granted the position shall have a four (4) week period to determine.

1. Her desire to remain on the job.
2. Her ability to perform the job

The Employee shall have the right to return to her former position within the Union if she so desires at any time during the four (4) week period. Also, during the four (4) week period, the employee will receive no union seniority but will be required to pay union dues in accordance with the International Union Constitution. After the expiration of the four (4) week period, all union seniority will be forfeited. If the employee returns to a bargaining unit position after the expiration of the four (4) week period, the employee will be considered new to the Union with no accrued seniority but will keep her District seniority and benefits.

ARTICLE 12 LAYOFF

- A. DEFINITION - The word "layoff" shall be defined to mean 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 performing bargaining unit work; 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. In the event of a layoff, student helpers, cooperative education students, and any other student aides or non-regularly employed temporary or substitute personnel employed as clerks or secretaries will not be used to supplant bargaining unit members. Employees who have been laid off from their respective classification or classifications shall be eligible to displace, if they are qualified: 1) the lowest seniority employee in the same classification with a comparable number of hours; if this is not possible, then 2) the lowest seniority employee in an equal classification/pay-grade with a comparable number of hours; if not possible, then 3) the lowest seniority employee in the next lower classification with a comparable number of hours, and so on. This layoff procedure shall not apply to normal break periods when school is not in session and when certain employees are not scheduled to work during such periods.
- C. NOTIFICATION OF LAYOFF - Employees being laid off in accordance with this Article shall be provided with a Notice of Layoff at least fourteen (14) calendar days prior to the effective date of the layoff. The chapter chairperson of the Union shall be given a list of employees being laid off under this provision.
- C. TEMPORARY WORK ASSIGNMENT - Employees who have been laid off in accordance with this Article, with the exception of laid-off temporary and probationary employees, shall be eligible for temporary work assignments in the clerical, secretarial or bookkeeper areas for which the laid-off employees are qualified. Laid-off employees working in temporary work assignments shall receive the rate of pay and benefits, if any, for the temporary work assignment.

ARTICLE 13 RECALL

- A. RECALL PROCEDURE - When the working force is increased after a layoff, employees shall be recalled according to seniority to positions within their respective classifications or to positions within lower classifications for which they are qualified. Notice of recall shall be sent to the employee being recalled at her last known address by registered or certified mail. It shall be the

responsibility of a laid-off employee to notify the office of the Director of Personnel of all changes in her address.

B. RETURN TO WORK - If an employee being recalled fails to report for work within fourteen (14) days from date of mailing of the Notice of Recall, she shall be considered "a quit" and shall be removed from the recall list unless the employee being recalled is scheduled to report on a date later than the end of the fourteen (14) day period, in which event, the employee shall provide written notice of intent to return to the School District within the fourteen (14) day period or be considered "a quit" as provided above.

C. GENERAL

1. Employees who have been laid off shall not accrue seniority during the period of the layoff.
2. Employees who have been laid off shall be eligible for recall for a period of two (2) years or a period equal in length to their accumulated seniority with the School District, whichever period is greater. Upon the expiration of the applicable time period, the laid-off employee shall not be subject to recall by the School District.
3. Employees who have been laid off and are eligible for recall shall be notified in writing by first class mail of vacancies for which written notice has been provided to the Union in accordance with Article 10 of the Agreement. Within ten (10) days from the date of mailing the above notice, such employees may apply for the vacancy in accordance with and subject to the provisions of Article 10.

ARTICLE 14 GENERAL PROVISIONS

- A. GENERAL PROVISIONS - In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, such provision shall be void and inoperative, but all other provisions of this Agreement shall remain and continue in effect. Unless the context would clearly indicate otherwise, the terms "employee," "secretary," and "bargaining unit member," are used interchangeable herein, and the terms are intended to be synonymous. Wherever a male gender pronoun is used, it shall be deemed to include the female gender, and vice versa.
- B. INCLEMENT WEATHER - In the event school is closed for students due to inclement weather or other emergency causes, the Superintendent or his designee shall determine whether employees covered by the terms of this Agreement shall be required to report to work. The decision to close school due to inclement weather or other emergency causes shall

be in the Superintendent's sole discretion. The loss of time for employees who are not required to report for work under this provision shall be treated as follows:

1. 12-Month Employees - Employees who have a 12-month work year shall receive their regular pay for the days that they are authorized not to report due to inclement weather or other emergency causes.
2. Less than 12-Month Employees - Employees who have less than a 12-month work year shall receive their regular pay for the days that they are authorized not to report due to inclement weather or other emergency causes, provided such days are not rescheduled as make-up days for students, which would result in an extension of the employees' regular work year.

If a day school is closed due to inclement weather or other emergency causes is rescheduled as a make-up day for students, and if such rescheduling results in an extension of the employees' regular work year, payment for these days will be considered paid in advance, and secretaries shall report to work on make-up days with no additional compensation. Secretaries shall not be eligible to use paid leave days (sick leave or personal business leave or vacation days) on such make-up days. In the event a secretary is absent on a make-up day scheduled under the terms of this provision, the secretary shall be docked one (1) day's pay for each make-up day absence.

- C. EVALUATION - Prior to placing a written evaluation in a secretary's personnel file, the secretary shall have a personal conference with the immediate supervisor making the evaluation, at which time the secretary shall sign the written evaluation acknowledging that the secretary has received a copy of such evaluation. Any secretary has the right to have a Union representative present when evaluation is presented. In the event the employee is dissatisfied with the evaluation, said employee may request a meeting with the Director of Personnel or his designee, at which time the employee will be allowed to attach her comments to the evaluation.
- D. WRITTEN REPRIMANDS AND WRITTEN WARNINGS - Upon the written request of an employee, written reprimands and written warnings shall be removed from an employee's personnel file, subject to the following conditions:
 1. The above written request may be made after two (2) years from the date of the written reprimand and/or written warning.
 2. The employee making the written request must not have been disciplined in writing within the two (2) year period.

- E. STUDY COMMITTEE - The Board and the Union agree to maintain a Study Committee for the purpose of reviewing requests for reclassifications from employees for positions within the bargaining unit. The Committee shall consist of not more than five (5) representatives from the Union and not more than five (5) representatives of the Board. The Study Committee shall have the authority to recommend additional job titles, and placement within existing job classifications and rates of pay. The Committee shall further have the authority to recommend that the Union and the District negotiate new job classifications and rates of pay for those classifications.
- F. JURY OR WITNESS DUTY - In the event an employee is called to serve on jury duty during the employee's work year, the employee shall cooperate with the school administration in an effort to be excused or released from jury duty, or, in the case of 10 ½ month employees, to be reassigned to jury duty during the summer months. 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 her jury duty pay check to the School District and shall receive her regular pay. Employees shall also be paid the difference between witness fees and the employee's daily rate for each work day the employee is subpoenaed to testify in court in connection with the employee's job in the School District.
- G. 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 difference on a pro rata basis. Employees receiving worker's compensation benefits shall be subject to the provisions of Article 4, Section B, entitled "Medical Leave of Absence."
- H. IN-SERVICE - Upon approval of the Director of Personnel or his designee, in-service may be scheduled for all employees or a group of employees for a designated purpose related to the duties and responsibilities of the involved employees. Employees who are approved for in-service during their regularly scheduled work day shall be released from regular duties without loss of pay. The fee for the cost of the approved in-service shall be paid for by the school district. The decision of the Personnel Director to approve or disapprove a request for in-service shall be final and not subject to the grievance procedure.
- I. RELEASE TIME
1. A total of ten (10) days per year shall be granted to the Secretarial Union for the purpose of attending educational conferences and conventions, subject to the following provisions:

- a. Any unused release days from the total of ten (10) days shall not be cumulative from year to year.
 - b. No more than two (2) employees may use the above release days on the same day.
 - c. The Secretarial Union shall notify the Office of the Director of Personnel not less than ten (10) days prior to use of a release day under the terms of this provision.
 - d. The Union will be permitted the use of school facilities and equipment for regular and special business meetings of the Union without charge, provided that the Union makes application and conforms to all established regulations.
- J. SCHOOL CALENDAR - On or before March 1 of each year, except in emergencies, the Superintendent or his designee shall meet with representatives of the secretaries for the purpose of mutually discussing concerns regarding the School Calendar.
- K. NEW OR REVISED JOB CLASSIFICATIONS - In the event the School District creates a new classification, or permanently, substantially and materially changes, alters or revises an existing job description, the parties shall meet to determine whether the new classification or revised classification should be included or excluded from the bargaining unit. If the parties cannot agree, then the question may be submitted to the Employment Relations Commission for determination.

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

- L. PRINTING - Copies of this Agreement shall be printed at the Board's expense and presented to all employees now, or hereafter employed by the Board within sixty (60) days of ratification by the parties. In addition, the Union shall receive ten (10) copies of the Agreement for their files.

ARTICLE 15 DURATION OF AGREEMENT

This Agreement shall continue in effect for a period of 2 years, commencing July 1, 2006 and ending June 30, 2008.

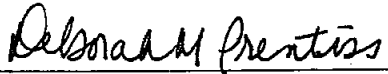
If either party desires to renegotiate this Agreement or to terminate or modify any portion thereof, a written notice shall be given to the other party at least sixty (60) days prior to the termination of this

Agreement. Modification or amendment of any specific article or clause shall not affect the remainder of this Contract.

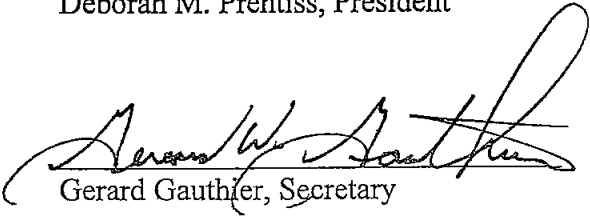
If no notice of termination or modification is given by either party as provided herein, then, the 2006-2008 Agreement shall automatically continue in full force and effect from year to year.

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



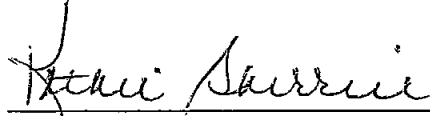
Deborah M. Prentiss, President



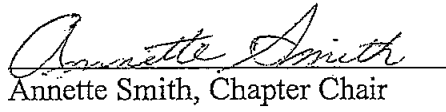
Gerard Gauthier, Secretary

5/14/2007
Date

MI AFSCME COUNCIL 25
LOCAL 1884, CHAPTER 16
EDUCATIONAL SECRETARIES



Kathie Sherrill, Staff Representative
AFSCME Council 25



Annette Smith, Chapter Chair

5/10/07
Date

EXHIBIT A
2006 – 2007 SALARY PAYOUT
(1.5%)

PAY GRADE	POSITION	EXPERIENCE		
		1	2	3
8	BOOKKEEPER III - GENERAL ACCOUNTING BOOKKEEPER III - PAYROLL SECRETARY IV - STUDENT SERVICES BOOKKEEPER III - FUND ACCOUNTING PAYROLL, DOOLEY BOOKKEEPER III - ACCOUNTS PAYABLE, AD. BLDG	19.11	19.78	20.67
7	BOOKKEEPER II - PAYROLL BOOKKEEPER II - HIGH SCHOOL SECRETARY III - OPERATIONS AND MAINTENANCE SECRETARY III - PRINCIPAL, HIGH SCHOOL	18.06	18.71	19.53
6	SECRETARY II - PRINCIPAL/DATA PROCESS, JR. HIGH SECRETARY II - ELEMENTARY SECRETARY II - ASST PRIN/BOOKKEEPING, JR HIGH SECRETARY II - COMMUNITY RESOURCES	17.38	18.04	19.02
5	SECRETARY I - COUNSELING/ATTENDANCE, JR. HIGH SECRETARY I - ASSISTANT PRINCIPAL, HIGH SCHOOL CLERK IV - COUNSELING HIGH SCHOOL CLERK IV - STU SERV/VOC ED/DATA PROCESSING, HIGH SCHOOL CLERK IV - ATHLETICS, HIGH SCHOOL	17.09	17.74	18.66
4	CLERK III - ATTENDANCE, HIGH SCHOOL CLERK III - STUDENT SERVICES, P/T CLERK III - SWITCHBOARD, P/T CLERK III - SWITCHBOARD CLERK III - LIBRARY	16.34	17.02	17.88
3	CLERK II - COUNSELING, JR. HIGH CLERK II - RECEPTIONIST, HIGH SCHOOL CLERK II - ATTENDANCE, HIGH SCHOOL CLERK II - LIBRARY, ELEMENTARY	16.01	16.69	17.49
2	CLERK I - STUDENT SERVICES, HIGH SCHOOL, P/T CLERK I - COMMUNITY RESOURCES, P/T	12.92	13.61	14.41
1	CLERK I - VACANT	12.92	13.61	14.41

EXHIBIT B
2007-2008 STARTING SALARY
(ROLL-UP INCLUDES .5% WAGE INCREASE)

PAY GRADE	POSITION	EXPERIENCE		
		1	2	3
8	BOOKKEEPER III - GENERAL ACCOUNTING BOOKKEEPER III - PAYROLL SECRETARY IV - STUDENT SERVICES BOOKKEEPER III - FUND ACCOUNTING PAYROLL, DOOLEY BOOKKEEPER III - ACCOUNTS PAYABLE, AD. BLDG.	19.21	19.88	20.77
7	BOOKKEEPER II - PAYROLL BOOKKEEPER II - HIGH SCHOOL SECRETARY III - OPERATIONS AND MAINTENANCE SECRETARY III - PRINCIPAL, HIGH SCHOOL	18.15	18.80	19.63
6	SECRETARY II - PRINCIPAL/DATA PROCESS, JR. HIGH SECRETARY II - ELEMENTARY SECRETARY II - ASST PRIN/BOOKKEEPING, JR HIGH SECRETARY II - COMMUNITY RESOURCES	17.47	18.13	19.12
5	SECRETARY I - COUNSELING/ATTENDANCE, JR. HIGH SECRETARY I - ASSISTANT PRINCIPAL, HIGH SCHOOL CLERK IV - COUNSELING HIGH SCHOOL CLERK IV - STU SERV/VOC ED/DATA PROCESSING, HIGH SCHOOL CLERK IV - ATHLETICS, HIGH SCHOOL	17.18	17.83	18.75
4	CLERK III - ATTENDANCE, HIGH SCHOOL CLERK III - STUDENT SERVICES, P/T CLERK III - SWITCHBOARD, P/T CLERK III - SWITCHBOARD CLERK III - LIBRARY	16.42	17.11	17.97
3	CLERK II - COUNSELING, JR. HIGH CLERK II - RECEPTIONIST, HIGH SCHOOL CLERK II - ATTENDANCE, HIGH SCHOOL CLERK II - LIBRARY, ELEMENTARY	16.09	16.77	17.58
2	CLERK I - STUDENT SERVICES, HIGH SCHOOL, P/T CLERK I - COMMUNITY RESOURCES, P/T	12.98	13.68	14.48
1	CLERK - VACANT I	12.98	13.68	14.48

EXHIBIT C
2007-2008 SALARY PAYOUT
(1.5%)

PAY GRADE	POSITION	EXPERIENCE		
		1	2	3
8	BOOKKEEPER III - GENERAL ACCOUNTING BOOKKEEPER III - PAYROLL SECRETARY IV - STUDENT SERVICES BOOKKEEPER III - FUND ACCOUNTING PAYROLL, DOOLEY BOOKKEEPER III - ACCOUNTS PAYABLE, AD. BLDG	19.50	20.18	21.08
7	BOOKKEEPER II - PAYROLL BOOKKEEPER II - HIGHSCHOOL SECRETARY III - OPERATIONS & MAINTENANCE SECRETARY III - HIGH SCHOOL PRINCIPAL	18.42	19.08	19.92
6	SECRETARY II - JR. HIGH PRINCIPAL /DATA PROCESS, SECRETARY II - ELEMENTARY SECRETARY II - ASST PRIN/BOOKKEEPING, JR HIGH SECRETARY II - COMMUNITY RESOURCES	17.73	18.40	19.41
5	SECRETARY I - COUNSELING/ATTENDANCE, JR. HIGH SECRETARY I - ASSISTANT PRINCIPAL, HIGH SCHOOL CLERK IV - COUNSELING HIGH SCHOOL CLERK IV - STU SERV/VOC ED/DATA PROCESSING, HIGH SCHOOL CLERK IV - ATHLETICS, HIGH SCHOOL	17.44	18.10	19.03
4	CLERK III - ATTENDANCE, HIGH SCHOOL CLERK III - STUDENT SERVICES, P/T CLERK III - SWITCHBOARD, P/T CLERK III - SWITCHBOARD CLERK III - LIBRARY	16.67	17.37	18.24
3	CLERK II - COUNSELING, JR. HIGH/ATTENDANCE CLERK II - RECEPTIONIST, HIGH SCHOOL CLERK II - ATTENDANCE, HIGH SCHOOL CLERK II - LIBRARY, ELEMENTARY	16.33	17.02	17.84
2	CLERK I - STUDENT SERVICES, HIGH SCHOOL, P/T CLERK I - COMMUNITY RESOURCES, P/T	13.17	13.89	14.70
1	CLERK I - VACANT	13.17	13.89	14.70

EXHIBIT D
2008-2009 STARTING SALARY
(ROLL-UP INCLUDES .5% WAGE INCREASE)

PAY GRADE	POSITION	EXPERIENCE		
		1	2	3
8	BOOKKEEPER III - GENERAL ACCOUNTING BOOKKEEPER III - PAYROLL SECRETARY IV - STUDENT SERVICES BOOKKEEPER III - FUND ACCOUNTING PAYROLL, DOOLEY BOOKKEEPER III - ACCOUNTS PAYABLE, AD. BLDG	19.59	20.28	21.19
7	BOOKKEEPER II - PAYROLL BOOKKEEPER II - HIGH SCHOOL SECRETARY III - OPERATIONS & MAINTENANCE SECRETARY III - HIGH SCHOOL PRINCIPAL	18.51	19.18	20.02
6	SECRETARY II - JR. HIGH PRINCIPAL /DATA PROCESS, SECRETARY II - ELEMENTARY SECRETARY II - ASST PRIN/BOOKKEEPING, JR HIGH SECRETARY II - COMMUNITY RESOURCES	17.82	18.49	19.50
5	SECRETARY I - COUNSELING/ATTENDANCE, JR. HIGH SECRETARY I - ASSISTANT PRINCIPAL, HIGH SCHOOL CLERK IV - COUNSELING HIGH SCHOOL CLERK IV - STU SERV/VOC ED/DATA PROCESSING, HIGH SCHOOL CLERK IV - ATHLETICS, HIGH SCHOOL	17.52	18.19	19.13
4	CLERK III - ATTENDANCE, HIGH SCHOOL CLERK III - STUDENT SERVICES, P/T CLERK III - SWITCHBOARD, P/T CLERK III - SWITCHBOARD CLERK III - LIBRARY	16.75	17.45	18.33
3	CLERK II - COUNSELING, JR. HIGH/ATTENDANCE CLERK II - RECEPTIONIST, HIGH SCHOOL CLERK II - ATTENDANCE, HIGH SCHOOL CLERK II - LIBRARY, ELEMENTARY	16.41	17.11	17.93
2	CLERK I - STUDENT SERVICES, HIGH SCHOOL, P/T CLERK I - COMMUNITY RESOURCES, P/T	13.24	13.95	14.77
1	CLERK I - VACANT	13.24	13.95	14.77

INSTALLMENT PAY OPTION:

Ten-month secretaries covered by the terms of the Collective Bargaining Agreement shall have the option of receiving their pay on a twenty-one (21) or twenty-six (26) installment basis. Ten-month secretaries who wish to exercise this installment pay option shall notify the Office of the Director of Personnel in writing. The secretary's election of an installment pay option shall continue from year to year unless revoked in writing by the secretary.

LONGEVITY PAY:

Effective July 1, 1997, 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 - 30 cents per hour
2. After ten (10) years of continuous service to the Board - 35 cents per hour
3. After fifteen (15) years of continuous service to the Board - 40 cents per hour

The above amounts shall not be cumulative.

EXPERIENCE:

All secretaries employed by the Board who have accumulated experience outside the employ of the Board may be allowed credit commensurate with their accumulated experience and placed on the Salary Schedule accordingly. Outside experience credit should be granted on a uniform basis, but in no event shall outside experience be granted in excess of three (3) years. Secretaries who do not receive credit for outside experience shall be placed on the Salary Schedule at Step 1, and secretaries who receive credit for outside experience shall be placed on the Salary Schedule at a rate other than the Step 1 rate; but, regardless of placement on the Salary Schedule, such secretaries shall be considered as probationary employees for all other purposes as set forth in this Agreement during the first six (6) months of their employment.

AREA LEADERS:

The Director of Finance may appoint Area Leaders at his/her sole discretion in the Central Business Office of the School District in the various work areas. The appointment of Area Leaders shall be based upon the employees' qualifications, work records and seniority, and such appointment shall be subject to annual review by the Director of Finance. An employee who has been appointed an Area Leader shall receive an Area Leader Supplement of 25¢ per hour during the term of the appointment, which shall not be retroactive. Area Leaders shall be assigned certain responsibilities by the Director of Finance related to their work functions.

SPLIT POSITION:

Employees who are covered by the terms of the Collective Bargaining Agreement between the parties and who are assigned split positions (positions in two [2] separate classifications) shall receive an hourly rate computed as follows:

The applicable hourly rates, as determined from the Salary Schedule, for the time worked in each position shall be added together to determine the employee's daily rate and shall then be divided by the amount of time in the regular working day to determine a composite hourly rate. The composite hourly rate shall be the employee's hourly rate during the time the employee is assigned to a split position.

In addition, for purposes of layoff, an employee who is assigned a split position shall be treated as if said employee is assigned to the higher classification of the classifications involved in the split position (Example: If an employee is assigned a Clerk III and Secretary I split position, the employee shall be treated as a Secretary I for layoff purposes.)

REGULAR PART-TIME:

Any secretary who is employed on a continuing basis, but for less than the hours of full-time secretaries, shall receive a pro rata share of the benefits provided in the Agreement for hospital and surgical insurance, leave days, vacation days, paid holidays and life insurance.

EMPLOYER RETIREMENT CONTRIBUTIONS:

The Board shall continue to pay to the Michigan Public School Employees Retirement System (MPSERS) the employer contribution required by State law.

EXHIBIT C

**INTERNATIONAL UNION OF AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES AND
COUNCIL #25 AND ITS AFFILIATE LOCAL NUMBER 1884 -
EDUCATIONAL SECRETARIES
AUTHORIZATION FOR PAYROLL DEDUCTION**

By: _____
(Please print) LAST NAME FIRST NAME MIDDLE NAME

To: _____
Employer

Effective _____, I hereby request and (date) authorize you to deduct from my earnings the current initiation fee being charged by the Union and effective the same date to deduct from my earnings each _____ a sufficient
(payroll period)

amount 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 the International Union of American Federation of State, County and Municipal Employees and Council #25 and its Affiliate Local Number 1884 -Educational Secretaries. This authorization shall remain in effect unless terminated by me by written notice to the Union and the Board within thirty (30) days immediately preceding the termination date of the existing Union-Board Agreement or termination of my employment.

Employee's Signature

Street Address

City and State

LETTER OF INTENT #1

FLEX 125 PROGRAM

The District agrees to implement a Flex 125 Program, providing bargaining unit members an opportunity to pay for health care costs not covered by insurance with pre-tax dollars, if it agrees to do so with another bargaining unit after the date of this Agreement. Such program would be implemented no later than 60 days after such an agreement with another bargaining unit is ratified.

FRASER PUBLIC SCHOOLS DISTRICT

By: *Richard Deputy*

A.F.S.C.M.E., LOCAL 1884 –
EDUCATIONAL SECRETARIES

By: *Kathleen Ann Smith*

Date: 5/10/07

LETTER OF INTENT #2

HIRING FREEZE

It is understood and agreed that during the life of this Agreement, the District shall have the right to maintain a hiring freeze, and fill vacancies that arise with substitute employees. This right is subject to the further understanding that the substitute employee would be hired after the internal posting procedure has been completed for the initial vacancy and all subsequent vacancies, so long as there is a satisfactory bargaining unit applicant for a vacancy, and the substitute hired is qualified.

FRASER PUBLIC SCHOOLS DISTRICT

By: Richard Repaby

A.F.S.C.M.E., LOCAL 1884 -
EDUCATIONAL SECRETARIES

By: Ketee Sherrie Ann Smith

Date: 5/10/07

RECEIVED
DEC 26 2007

LETTER OF INTENT #3

FINGERPRINTING

The District shall provide to current employees hired before December 31, 2006, a limited opportunity to obtain digital fingerprinting for the criminal records check required by law at District expense. This opportunity shall be provided at the Macomb Intermediate School District or such other location in the county designated by the District. The District shall notify the union and employees when such fingerprinting may be scheduled before and after school. Employees who not elect to take advantage of this opportunity must obtain the digital fingerprint/criminal records check required by law at their own expense.

If an employee elects to have his/her digital fingerprinting and criminal records check conducted outside the arrangements provided by the District, he/she must furnish evidence that said criminal records check has been completed by furnishing receipt for same and having the results forwarded to the District's Personnel Department no later than April 30, 2008.

FRASER PUBLIC SCHOOLS DISTRICT

By: Richard Reynolds

A.F.S.C.M.E., LOCAL 1884
EDUCATIONAL SECRETARIES

By: Sherrice Annette Smith

Date: 5/10/07