

**COLLECTIVE BARGAINING AGREEMENT  
2009-2011**

THIS AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS, Counties of Branch and Calhoun, Michigan acting by and through its Board of Education (hereinafter referred to as the "Board") and the Union City Local Association of Clerical/Secretarial Employees (hereinafter referred to as the "Association");

**WITNESSETH:**

**ARTICLE 1  
PURPOSE AND RECOGNITION**

**SECTION ONE: PURPOSE**

The general purpose of this Agreement is to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby and to set forth the terms and conditions of employment.

**SECTION TWO: RECOGNITION**

The Board, pursuant to the adoption of a Board of Education Resolution on June 28, 2000, recognizes the Association as the exclusive representative of all the employees in the bargaining unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

**SECTION THREE: EMPLOYEE DEFINED**

- A. The word "employee" as used herein shall include:
  - 1. Category 1 - Building Secretary
  - 2. Category 2 - High School Student Service Secretary
  - 3. Category 3 - Middle School Library Clerk
  
- B. A new employee shall be on probationary status for the first sixty (60) workdays. If at any time prior to the completion of the probationary period, the employee's work performance is unsatisfactory, he/she may be dismissed by the Board without appeal by the Association.

## **SECTION FOUR: LIMITATIONS**

- A. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
- B. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- C. This Agreement shall constitute an obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- D. Special Meetings between the Association and the Board or Superintendent may be called by mutual agreement for the purpose of discussing important matters. If there is agreement to hold the meeting during regular working hours, employees participating shall not suffer a loss of pay for the time spent in attending the meeting.

## **ARTICLE 2 BOARD RIGHTS**

### **SECTION ONE: BOARD RIGHTS**

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 it and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing but not in conflict with the conditions of this Agreement, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the

activities of its employees.

- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, to discharge, suspend, or demote an employee with cause, and to promote and transfer employees.
- C. To assign and direct its personnel, determine the number of shifts and hours of work, establish start times, schedule all the foregoing, and to modify or change the assignment/direction/job descriptions as needed.
- D. To assign work and extra duties to employees, determine the size of the work force and to layoff and recall employees.
- E. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation.
- F. To determine the financial policies including all accounting procedures and all matters pertaining to public relations.

## **SECTION TWO: SUBCONTRACTING**

The Board or its designee shall have the right to subcontract that work, which, in its judgment, it does not have the available manpower to perform, proper equipment, capacity or ability to perform, or cannot perform in an efficient or economical manner. If due to a financial necessity, subcontracting of work would eliminate regularly scheduled hours, jobs and/or cause the laying off of personnel covered by this Agreement the Board agrees to meet with the Association to bargain the impact of such subcontracting.

## **SECTION THREE: LIMITATIONS**

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan

General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

#### **SECTION FOUR: EMERGENCY SUBSTITUTE**

Supervisory employees, or non-bargaining unit employees, may perform duties normally performed by bargaining unit members whenever the performance of such duties on a temporary basis is necessary to ensure continuity of essential administrative or educational functions of the District.

### **ARTICLE 3 ASSOCIATION RIGHTS**

- A. The Association shall have the right to use school facilities at reasonable hours to conduct meetings of the Association or to transact Association business provided this shall not interfere with or interrupt normal operations. All use of District facilities shall be scheduled through the appropriate administrative personnel. Such use will be governed by policies adopted by the Board for the use of its facilities.
- B. The Association shall have the right to use District equipment such as copy machines, computer equipment, fax machines, phones or typewriters if operated by a qualified bargaining unit member so as not to interfere in any way with the normal operations of the school. The Association shall reimburse the District for any cost incurred and shall be responsible for the proper operation of all such equipment and shall be liable for any damages caused to said equipment.
- C. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards. The Association shall have the right to use the internal mail delivery system of the Board without cost, and the Board shall provide mailboxes for all employees.
- D. The Board agrees to furnish the Association, in response to reasonable requests, such public information as required by law, which may be available. The Board shall not have to compile any information that is not already in a format required by state or federal laws in regards to a report format. The Board agrees to supply the request in a timely manner. The Association shall reimburse the Board for

reasonable expenses incurred in furnishing information or records available as determined by the Board.

- E. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.
- F. Any case of assault upon a bargaining unit member in conjunction with his/her responsibilities to the District shall be promptly reported to the Board.
- G. In the event a complaint or charge is made by another employee or any person or group not employed by the District against any bargaining unit member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Board.
- H. Copies of this Agreement shall be printed at the expense of the Board, within thirty (30) days after the Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the District.

#### **ARTICLE 4 EMPLOYEE CONDUCT AND DISCIPLINE**

- A. No non-probationary bargaining unit member shall be disciplined without cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation or occupational advantage, discharges or other actions of a disciplinary nature. The specific grounds for disciplinary action will be presented in writing to the employee and the Association no later than at the time discipline is imposed, provided, however, that during the probationary period, as set forth in Article 1, Section Three, Clause B, a probationary employee may be discharged by the Board for any reason deemed in the best interest of the District. The Board retains the sole discretion to this right.
- B. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Board.
  - 1. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised by the Board of

the right to representation under this provision of the Agreement prior to the scheduled meeting.

2. When a request for such representation is made, no action (except as stated in Clause 3 below) shall be taken with respect to the employee until such representative of the Association is present.
3. Immediate disciplinary action without representation may be taken by the Board if the alleged offense is of a very serious nature.
  - a. Such immediate disciplinary action must be followed by a subsequent meeting where representation shall be available to the member upon request.
- C. The normal disciplinary procedure shall consist of the following, however nothing in this Agreement shall preclude the administration, in its sole discretion, from moving to any advanced step depending upon the seriousness of the offense:
  1. verbal
  2. written
  3. suspension - with or without pay
  4. discharge
- D. In the case of the dismissal, demotion, discharge or suspension of a bargaining unit member the Association and member shall be given written notification of the action taken by the Board and the reasons for the discipline as soon as reasonably possible. Causes which shall be deemed sufficient for disciplinary action include, but are not limited to the following:
  1. Unauthorized or excessive absence from work;
  2. Commitment or conviction of any criminal infraction of law depending upon the seriousness of the offense or the frequency of the offenses;
  3. Inappropriate or immoral conduct involving students or staff;
  4. Insubordination;
  5. Bringing intoxicants or illegal drugs into or consuming intoxicants or illegal drugs on any school property or reporting to work under the influence of intoxicants or

6. illegal drugs of any kind in any degree whatsoever;
  7. Willful violation of any provision of this Agreement;
  8. Negligence or willful damage to school property or misappropriation of school supplies or equipment;
  9. Deliberate falsification of any records or reports; or
  10. Not performing job duties in a satisfactory manner.
- E. No suspension shall be effective for a period of more than twenty (20) workdays without the prior approval of the Board.
- F. Employees covered by this Agreement may be required to submit to a drug and/or alcohol test for reasonable cause. The cost of this testing shall be paid by the Board. If an employee tests positive for any illegal drug, nonprescription drug or alcohol, they will immediately be placed on an unpaid leave for a period of time set by the sole discretion of the Board or its designee. The employee must submit documented evidence of a negative test before they will be allowed to return to work. The cost of additional testing shall be at the expense of the Board. The returning employee as a condition of continuing their employment with the District may be subject to more frequent drug/alcohol testing as well as a written contract with the Board defining further employee requirements. Any employee who tests positive may be referred to the appropriate legal authorities for an investigation. Employees who have tested positive shall be subject to disciplinary action up to and including immediate discharge. Failure to comply with this section or a second positive test shall be considered misconduct and reason for immediate discharge with loss of all benefits, rights and privileges under this Agreement.
- G. A bargaining unit member will have the right to review the contents of the official personnel records maintained in the Superintendent's office pertaining to said bargaining unit member, originating after initial employment, and to have a representative of the Association accompany him/her in such review. The bargaining unit member must submit a written request to the Superintendent allowing for a reasonable time to comply. The Board shall have a representative at the records review at a mutually agreeable time.

**ARTICLE 5  
WORK YEAR, WORKWEEK, AND WORKDAY**

- A. The normal workday schedule for all employees shall be established by the Board based on the Board's determination of the needs and resources of the Board and may be changed from time to time as deemed necessary and appropriate by the Board. The number of hours of work will not be reduced without prior consultations with the Association. However, if emergency situations arise, as determined by the Board, the Board has the sole discretion to reduce the number of hours without prior consultation with the Association.
  
- B. Employees in Categories 1 and 2 shall work the following:
  - 1. The work year shall begin ten (10) workdays before the first day for students (if this falls on a Tuesday, the work year will start on Monday) and end ten (10) workdays after the teacher's work year.
  - 2. Eight (8) hours a day and forty (40) hours per week.
  - 3. The employee shall have a thirty (30) minute duty-free paid lunch period.
  
- C. Employees in Categories 3 shall work the following:
  - 1. The work year shall begin with the first day of school for returning teachers.
  - 2. The employee shall work on all student days.
  - 3. The employee shall work six and one-half (6.5) hours per day.
  - 4. The employee shall have a thirty (30) minute duty-free unpaid lunch period.
  
- D. All employees may be required to work overtime from time to time as determined by the Board. Overtime (any work beyond forty (40) hours per week) shall be compensated at the rate of time and one-half (1 1/2) of the regular hourly pay during a regularly scheduled workweek. Compensatory time may be allowed at the discretion of the Superintendent or his/her designee. Any compensatory time so accrued must be used within the current school year or the employee will be paid the appropriate amount of overtime pay.
  
- E. If an employee uses paid leave (sick or personal) it cannot be counted whenever overtime would be calculated unless the

employee is directed to work beyond his/her normally scheduled workweek. The hours then, beyond forty (40), shall be counted as overtime.

- F. Bargaining unit members shall be entitled to a fifteen (15) minute relief period, as possible or as scheduled by their immediate supervisor, for each four (4) hours of work.
- G. All employees will fill out time cards as required by the Board and submit them to the Building Principal for signature in a timely manner.

## **ARTICLE 6 SCHOOL CLOSURE/DISMISSAL**

### **SECTION ONE: SCHOOL CLOSURE**

- A. When school is closed due to inclement weather conditions or any other reason deemed necessary by the Board or its designee, the Board shall have the right to reschedule any days or hours lost for which the District is not permitted to count under Michigan statute and/or Department of Education administrative rules in effect at the time.
- B. When school is closed and unless notified by the Superintendent or his/her designee all bargaining unit members in categories 1 and 2 will report to work no later than 9:00 a.m. and work a maximum of six (6) hours. All employees will be paid their regular daily pay for such days.
  - 1. Employees in category 3 will only report and be paid if required by the building principal.
- C. In case of make-up (rescheduled) days with students beyond the days allowed by statutory provisions and/or administrative rules in effect at the time, all employees who are required to work on any such rescheduled days will be paid their regularly daily/hourly rate of pay for such days.
- D. When an act of nature, or a Board directive, forces the closing of a school or other facility of the Board, reasonable effort shall be made to make such public announcements prior to 6:30 a.m.

## **SECTION TWO: SCHOOL DELAY**

- A. In case of a school delay, all bargaining unit members will report to work at their regularly scheduled time. If the delay turns into a school closing the bargaining unit members workday shall end on the same basis as when students are sent home early.
- B. If the school is delayed or closed, the Board reserves the right in its sole discretion to call any employees into work on an "as needed" basis. These employees will be paid their regularly hourly rate for the hours they work.

## **SECTION THREE: EARLY DISMISSAL**

When students are sent home early because of individual building closings or a District wide closing due to inclement weather or other emergency, the employees are required to remain at work. With the approval from the Superintendent employees may be dismissed early without loss of pay with the understanding that any such dismissal is independent and no precedent shall be established or inferred.

## **ARTICLE 7 GENERAL WORKING CONDITIONS**

### **SECTION ONE: UNSAFE WORK**

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. At the Board's discretion, employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances.

### **SECTION TWO: FACILITIES AND EQUIPMENT**

The Board shall provide for each school facility to the extent reasonably available:

- A. Parking facilities.
- B. Telephone facilities for work-related use only. Other phone calls of a personal nature will be charged to the employee.
- C. Approved first aid kits and materials in each office and appropriate training in the handling of blood, blood products

and other bodily products.

**ARTICLE 8  
SENIORITY**

- A. Seniority shall be defined as length of continuous service in the bargaining unit commencing with the last date of hire. If two (2) or more employees have the same service entrance date, the employee with the lowest last four digits of the social security number shall be determined to be the most senior.
- B. All employees shall accrue seniority on a yearly basis. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to his/her first day of work.
- C. The Board shall maintain an up-to-date seniority list. The seniority list will be updated each school year and a copy provided to each bargaining unit member. The seniority list, as provided by the Board, shall be conclusively deemed irrevocably to be accurate if no objection(s) is received within five (5) working days of their issuance.
- D. Seniority shall be lost in all positions if the employee;
  - 1. resigns or retires,
  - 2. is discharged, or
  - 3. does not return to work in accordance with Article 10, Section Three, Clause B.

**ARTICLE 9  
VACANCY, TRANSFER, AND RESIGNATION**

**SECTION ONE: VACANCY DEFINED**

A vacancy shall be defined as a newly created position or a present position that is not filled and which the Board intends to fill. A vacancy does not pertain to the extension of hours/time an employee works in a particular position.

**SECTION TWO: TRANSFER DEFINED**

A transfer shall be defined as a movement from one category to another. A change in assignment, location of assignment or hours of work shall not be deemed a transfer.

**SECTION THREE: VACANCY POSTING**

All vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) workdays.

- A. Postings shall contain the following information:
  - 1. Type of work
  - 2. Location of work
  - 3. Starting date
  - 4. Rate of pay
  - 5. Hours to be worked
  - 6. Category
  - 7. Minimum qualifications as reflected in the job description
- B. Qualifications in all instances in this Agreement shall be determined by the Board or its designee.
- C. Interested bargaining unit members must apply in writing to the Superintendent or his/her designee within the ten (10) day posting period.

**SECTION FOUR: TRANSFERS**

- A. The Board recognizes that it is desirable in making assignments to consider the seniority, qualifications, and the interests and aspirations of the employees. The Board agrees to give full and equal consideration to present staff members

in all vacancies covered by this Agreement. The Association recognizes that the Superintendent or his/her designee has the sole right to assign employees to positions for which they are qualified. When a vacancy occurs during the work year, the Board may temporarily fill a position for the remainder of the work year in order to minimize any disruption in the educational program, provided however, that notice of the vacancy for the next school year shall be posted at the time the vacancy is temporarily filled.

- B. A bargaining unit member may request a transfer for a different position by submitting a written request to the Superintendent and filing a copy of said request with the president of the Association. The request shall set forth the position sought, the member's qualifications for the position sought, and the reason(s) for the request.
- C. In the event of filling a vacancy or voluntary transfer from one category to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform in the new position. The Board shall give the bargaining unit member reasonable assistance to enable him/her to perform up to the Board's standards in the new position. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment. The Board may place a substitute in the bargaining unit member's vacated position during the thirty (30) day trial.
- D. Involuntary transfers of bargaining unit members are to be effected only for reasonable cause. The Association understands that only the Board or its designee has the authority to involuntarily transfer bargaining unit members.
- E. An employee voluntarily transferring, involuntarily transferring or filling a vacancy in a category within the bargaining unit with a higher pay scale will be placed on the salary schedule so that his/her new step shall be the closest to his/her previous pay but not less than his/her previous pay. An employee voluntarily transferring, involuntarily transferring or filling a vacancy in a category within the bargaining unit with a lower pay scale will be placed on the salary schedule according to their current seniority in the

bargaining unit.

## **SECTION FIVE: RESIGNATION**

A bargaining unit member must give twenty (20) workday's notice of resignation. By mutual agreement this time period may be shortened.

## **ARTICLE 10 REDUCTION IN PERSONNEL, LAYOFF, AND RECALL**

### **SECTION ONE: REDUCTION IN PERSONNEL**

- A. The Board expressly retains the authority to effectuate a reduction in personnel whenever the Board shall, in its sole discretion, determine such a reduction to be necessary or advisable, and for whatever reasons the Board shall, in its sole discretion, determine to have made such action necessary or advisable.
- B. When there is a reduction in the work force, bargaining unit members shall be laid off in accordance with seniority. The employee with the least seniority within a category shall be laid off first. A bargaining unit member with greater seniority, regardless of category, may displace the bargaining unit member with the least seniority provided:
  - 1. the senior bargaining unit member is qualified as determined by the Board; and
  - 2. the senior bargaining unit member can satisfactorily perform the duties of the position as outlined in the job description and/or performed by the current employee.
    - a. The bargaining unit member shall be given a thirty (30) day trial in which to demonstrate his/her ability to satisfactorily perform in the new position.
    - b. If, at any time during the thirty (30) day probation period, the employee is deemed unsatisfactory, or does not wish to continue in the position, he/she will be placed on layoff status.

## **SECTION TWO: LAYOFF**

Whenever an employee is to be laid off, the Board shall notify the bargaining unit member and the Association President. Such notice shall have an effective layoff date of no less than twenty (20) working days from the date of notice if delivered during the school year.

## **SECTION THREE: RECALL**

- A. Laid-off bargaining unit members shall be recalled in accordance with seniority. The bargaining unit member with the greatest seniority shall be recalled first provided they are qualified and are able to perform the duties of the job that is open.
- B. When recalling laid off bargaining unit members, the Board will notify them by certified mail at their last known address. If such bargaining unit member does not notify the Board within twenty (20) working days from the mailing date of such notice that he/she will report for work on the date specified or give a legitimate reason for delay beyond such time, as determined by the Superintendent, he/she will be considered as having quit and all seniority, rights and benefits under this Agreement shall be terminated. The Board may fill the position on a temporary basis until the recalled employee can report for work. Should an employee on layoff refuse recall to a position equal to or in excess of the hours worked at the time of layoff, for which he/she is qualified, such refusal shall constitute termination of employment.
- C. In the event of a reduction in the work hours in a category, a bargaining unit member with the greater seniority within the same category may maintain his/her normal work schedule by displacing a bargaining unit member with less seniority.
- D. Seniority and recall rights shall expire twenty-four (24) months after the date of layoff for all employees

## **ARTICLE 11 GRIEVANCE PROCEDURE**

### **SECTION ONE: OBJECTIVE**

It is the intention of the parties to provide a peaceful and orderly

procedure to resolve any dispute concerning the interpretation or application of the terms and provisions of this Agreement.

## SECTION TWO: DEFINITION

- A. The term "grievance" shall mean; a claim or a complaint by a bargaining unit member or a group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
  - 1. The term "grievance" as defined above shall not apply to the discharge of a probationary employee.
  - 2. Unless specified otherwise, days are workdays not calendar days.

## SECTION THREE: HEARING LEVELS

- A. Informal Level: When a cause for complaint occurs, the affected bargaining unit member(s) shall, within five (5) days, request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided here under.
- B. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within five (5) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
- C. Formal Level 2: If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the disposition, the grievance shall be transmitted to the Superintendent or his/her designee within five (5) days

thereafter. Within seven (7) days after the grievance has been so submitted, the Superintendent or his/her designee shall meet with the Association on the grievance. The Superintendent or his/her designee, within fifteen (15) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

- D. Formal Level 3: If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within fifteen (15) days after the conclusion of the meeting, the grievance shall be transmitted to the Board within ten (10) days thereafter. At the next regularly scheduled Board of Education meeting, the Board shall meet with the grievant(s) as long as the Board has ten (10) days prior to the next regularly scheduled Board of Education meeting. If not, a special Board of Education meeting may be called at the discretion of the Board to hear the grievance. The Board or its designee within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).
- E. Formal Level 4: If the grievance remains unresolved at the conclusion of Level 3, it may be submitted for arbitration at the request of the Association provided written notice of the request for submission to arbitration is delivered to the Superintendent within the ten (10) days after the date of the decision under Level 3. Following the written notice of request for submission to arbitration, the Association representative and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the request for submission to arbitration, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The Association must file for arbitration within five (5) days from the date when the parties failed to select an arbitrator.
- F. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
- G. The arbitrator:

1. shall have no power to alter, add or subtract or modify the terms of this Agreement; or
  2. shall not have the power to make awards retroactive before July 1 of the school fiscal year in which the grievance was filed.
- H. The following are excluded from arbitration and the Board's disposition shall be final and binding as to any grievance with regard to any of the following:
1. The termination of any probationary employee or failure to reemploy any probationary employee.
  2. Any matter dealing with negotiations.
  3. Any matter for which the basis of the grievance is not the express terms of this agreement, including any and all allegations of the employee rights created by or through the federal or state constitutions, federal or state laws, and/or rules, regulations or other provisions promulgated, administered or enforced by any federal or state administrative agency.
- I. The decision of the arbitrator shall be final.
- J. No individual shall have the right to appeal a grievance to arbitration without the authorization of the Association.

#### **SECTION FOUR: PROCEDURE**

Any grievance or request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified, shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn.

### **ARTICLE 12 PAID LEAVES**

#### **SECTION ONE: SICK LEAVE**

- A. All bargaining unit members shall earn one (1) day of sick

leave for each month worked accumulating up to ten (10) days for the school year.

- B. Starting in their second year of employment, as determined by their anniversary date, bargaining unit members shall receive ten (10) sick days at the beginning of each school year. The unused portion of any employee's sick leave shall accumulate to a maximum allowance of one hundred forty (140) days. If an employee were to resign from employment with the District prior to the end of his/her contractual year, that employee would be entitled to only that number of sick days which is approximately equal to the portion of the year which he/she worked. Sick days used above that proportional number would be deducted from the employee's last paycheck.
- C. The Board shall furnish each bargaining unit member with a written statement within thirty (30) days of the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.
- D. It is the employee's responsibility to contact his/her immediate supervisor or designee to report an absence for sick leave. When reporting, the employee is to state who they are, the specific reason for the absence, and how long, if known, they will be absent. The Board may require medical proof of illness in writing if the employee has demonstrated chronic absenteeism.

## **SECTION TWO: SICK DAY USAGE**

The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

- A. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by personal illness, pregnancy, injury, or for medical, dental or optical examination or treatment.
- B. The bargaining unit member shall be granted a maximum of four (4) days of paid leave for illness in the immediate family. Immediate family shall be interpreted as spouse, parent, children, grandchildren, father and mother-in-law, and grandparents.

### **SECTION THREE: BEREAVEMENT LEAVE**

The bargaining unit member shall be granted a maximum of four (4) days of paid leave per death for immediate family members. Immediate family shall be interpreted as spouse, parent, children, grandchildren, father and mother-in-law, grandparents, brother and sister.

### **SECTION FOUR: LEAVE EXTENSION**

The Superintendent, acting on his/her discretion, may extend immediate family illness or bereavement leave days. Any additional days will be deducted from the bargaining unit member's sick leave days.

### **SECTION FIVE: EMPLOYMENT RELATED INJURY**

- A. Absences due to documented injury or illness incurred in the course of the bargaining unit member's employment may at the option of the employee be charged against the bargaining unit member's sick leave days on a pro-rata basis to the extent required in addition to Worker's Compensation benefits received to match the employee's regular paycheck provided however, that the Board's responsibility to the employee's salary compensation or benefits shall only be what is available through Worker's Compensation or as required by law.
- B. Upon expiration of the sick leave, the employee who qualifies for Worker's Compensation benefits shall be placed on an unpaid leave of absence as stated under Article 13.

### **SECTION SIX: PERSONAL BUSINESS LEAVE**

- A. The employee shall be granted two (2) days per year for personal business that cannot reasonably be scheduled outside of the regular workday.
- B. Personal business leave shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation or other similar purposes.
- C. A bargaining unit member planning to use a Personal Business Leave Day, or days, shall notify his/her supervisor at least three (3) days in advance, except in cases of emergency in which case they must notify the supervisor prior to taking such a day. Exceptions may be granted by the

Superintendent.

- D. An applicant for a Personal Business Leave Day may be required by the Superintendent or his/her designee to state the reason for such absence.
- E. Personal Business Leave Days shall not be granted for the day preceding or following a vacation or holiday without prior approval from the Superintendent.
- F. A bargaining unit member shall be granted a Personal Business Leave Day depending upon availability of substitutes.
- G. Unused Personal Business Leave Days shall not accumulate from year to year.

#### **SECTION SEVEN: JUDICIAL LEAVE**

- A. Any employee who is summoned and reports for jury duty shall be paid by the Board an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the Board on that day and the daily jury fee paid by the court (not including travel allowance or reimbursement of expenses), for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work for the Board.
- B. Any employee who is subpoenaed to testify during work hours in any school related judicial or administrative matter not initiated by the member or by the Association, shall be paid his/her full compensation and benefits for such time less any compensation, except mileage payment, received for such witness service.
- C. All other judicial leaves shall be deducted from any personal days or sick leave the bargaining unit member has accrued.
- D. In order to receive payment, an employee must give the Building Principal prior notice that he/she has been summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed such acts on the day(s) for which he/she claims payment.

## **SECTION EIGHT: DEPLETED SICK LEAVE**

If a bargaining unit member has depleted his/her sick leave allowance, he/she may continue to be absent upon request and approval from the Board, but absences thereafter, shall be unpaid.

## **ARTICLE 13 UNPAID LEAVES**

### **SECTION ONE: LEAVE OF ABSENCE**

A leave of absence for up to one (1) year without pay or benefits, except as provided for in the Family Medical Leave Act, may be granted by the Board upon written request from a bargaining unit member. Requests for a leave of absence must be submitted at least thirty (30) calendar days (exceptions may be given by the Superintendent) prior to the requested beginning date of leave and shall include the reason for the leave along with the notification of the beginning and ending dates of said leave. Parental/Child Care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child where applicable.

- A. At the discretion of the Board, a one (1) year extension may be granted.
- B. If the Board becomes aware of the employee not fulfilling the intent of the leave, the Board has the right to revoke the leave and/or discipline the employee.
- C. Contingent upon availability of substitutes, a short term leave of absence may be granted by the Superintendent.
- D. During the duration of any unpaid leave granted, the Board may fill the temporary vacancy created with a "substitute" employee who shall be paid at the regular substitute rate and shall not be a member of the bargaining unit by virtue of such extended substitute status.
- E. While on unpaid leave of absence employees shall not be entitled to compensation or fringe benefits (such as workers compensation insurance, nor any other type of insurance protection provided under this Agreement) and shall not accrue further contractual benefits (such as sick leave, personal leave, or seniority for the purposes of advancement on the salary schedule). These benefits shall be frozen at the

employee's current status.

- F. Return from Leave: A bargaining unit member returning from an unpaid leave of absence shall be reinstated to the same position he/she held when the leave began or a similar position. Failure to return to active duty upon expiration of an unpaid leave shall be conclusively deemed a voluntary quit.
- G. This Article shall not deprive employees of their rights under the Family Medical Leave Act or any other Federal or State statutes.

#### **ARTICLE 14 EVALUATION**

- A. The Board may conduct annual evaluations for the primary purpose of assisting employees to improve their performance. At the completion of the probationary period an evaluation of the bargaining unit member's work shall be completed following the procedures of this provision. All written evaluations are to be placed in the bargaining unit member's personnel file.
- B. All observation of the work of each bargaining unit member shall be conducted in person by the Building Principal or Superintendent and with the full knowledge of the bargaining unit member.
- C. The evaluation shall be by personal observations of the bargaining unit member's work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria may not be limited to the actual performance of the job duties, but may also include how the employee relates to his/her peers, students, parents, supervisor, and administration.
- D. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. Following each formal evaluation a conference will be held to discuss the evaluation. The bargaining unit member shall sign and be given a copy of the evaluation

report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean he/she necessarily agrees with the contents of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation.

- E. If the Building Principal believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Board towards that improvement.
- F. In the event a bargaining unit member is not continued in employment, the Board will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association except during the probationary period as set forth in Article 1, Section Three, Clause B.

#### **ARTICLE 15 PROFESSIONAL DEVELOPMENT**

- A. All bargaining unit members may be offered voluntary professional development training opportunities outside normal work hours. Bargaining unit members shall be paid an amount negotiated by the Association and the Board for such training opportunities. Employees may take compensatory time in lieu of pay upon prior approval of the Superintendent or his/her designee.
- B. If professional development training is provided during normal work hours the Board, at its sole discretion, may designate mandatory attendance by any or all bargaining unit members. Any absences shall require appropriate documentation as determined by the Board.

#### **ARTICLE 16 COMPENSATION**

- A. The salaries, wages, and supplementary compensation of employees covered by this Agreement are set forth in Schedule "A" which is attached hereto and incorporated in this Agreement.

- B. Any employee working in more than one (1) category, for the purposes of benefits and pay, shall be at the separate pay rate for each work category.
- C. Michigan Public Schools Employee Retirement shall be paid by the Board.
- D. Any contract wage increase or step advancement shall take place on the first work day after June 30 of each subsequent year.
- E. The Board shall have the right to deduct from the pay of each employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Board and the employee.
- F. Longevity
  - 1. All employees will be eligible for longevity compensation for continuous service with the District based on the following schedule:
 

After 10 years	\$125.00
15 years	175.00
20 years	225.00
  - 2. The longevity compensation will be paid to the employee on the first pay period in December.
- G. Upon retirement, an employee who has completed a minimum of ten (10) years of continuous service with the Union City Community Schools shall be compensated at the rate of twenty-five (\$25) dollars per day for unused sick leave days, accumulated up to ninety (90) days.

**ARTICLE 17  
FRINGE BENEFITS**

**SECTION ONE: INSURANCE**

- A. The District, for a twelve month period (September 1 - August 31) during each year of this Agreement, shall make premium contributions, specified below, on behalf of employees (and eligible dependents) for one of the following option packages. The employee shall elect one of the

following option packages during open enrollment (or upon hire, as allowed by the carrier). The decision shall be irrevocable for that school year unless compelling family change necessitates change. The election shall be made in conjunction with the Section 125 Plan developed and administered by the District.

B. Plan A (employee plan including health insurance).

The following insurance plan will be provided to full-time employees (and their eligible dependents) who have a need for health insurance.

1. Health
  - Blue Cross/Blue Shield: Flex Blue HRA (Health Reimbursement Account)
    - a. Deductibles: (Reimbursed)
      - Single: \$3,000
      - Family: \$5,950
    - b. \$5 co-pay on all prescription drugs.
2. Dental
3. Vision
4. Term Life-\$10,000 (Employee Only)

NOTE: The change from Blue Cross/Blue Shield: Flex Blue HSA to Flex Blue HRA will be on January 1, 2010

C. Plan B (Employee plan when health insurance is not needed)

The following insurance plan will be provided to full-time employees (and their eligible dependents) who do not have need of health insurance.

1. Dental
2. Vision
3. Term Life \$15,000 (employee only)
4. A cash stipend of \$240 each pay per contract year. By entering into a salary reduction agreement, the cash amount (less employee FICA and any applicable withholding) may, at the election of the employee, be applied toward any nontaxable insurance option offered by the District pursuant to Section 125 of the Internal Revenue Code or applied all or

in part to a tax-deferred annuity offered by the District pursuant to Section 403b of the Internal Revenue Code. Any employee who selects an option(s) with a cost in excess of the District's contribution will be required to provide the District with a written payroll deduction authorization for the excess in order to be eligible for the option(s).

- E. The health plan specifications in any coverage in this Article shall not include coverage for abortion services which the District is prohibited from funding under Section 166d of the 1997-98 State Aid Act or its successor provision.
- F. Employees newly hired by the District shall be eligible for Board-paid insurance premiums upon acceptance by the insurance carriers of the written application. Employees who are separating from the District through resignation or retirement will have their District paid premiums discontinued the first day of the month following the effective date of separation.
- G. The District agrees to make the premium contributions specified in this Article for the duration of this Agreement. Insurance benefits are provided in accordance with the underwriting rules and regulations set forth in the respective master contracts issued by the carriers to the Board. Disputes over policy coverage between the insurance carrier(s) and employees or their beneficiaries shall not be subject to the Grievance Procedure but shall be a matter solely between the employee and the insurance company.
- H. The Association will cooperate with the Board to discourage insurance coverage which will result in double coverage with no reasonable benefit to the insured.

## **SECTION TWO: HOLIDAYS**

- A. The Board shall pay for the regularly scheduled hours of each bargaining unit member for the following holidays.
  - 1. Friday before Labor Day
  - 2. Labor Day
  - 3. Thanksgiving Day
  - 4. Day after Thanksgiving

5. Christmas Eve
6. Christmas Day
7. New Year's Eve
8. New Year's Day
9. Good Friday
10. Memorial Day

- B. To be eligible for holiday pay, an employee shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday unless such employee is on sick leave for reasons of personal illness, which reasons shall be subject to verification by the employee upon request of the Board.

**ARTICLE 18  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2009, and shall continue in effect until July 1, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this 1st day of June, 2009.

FOR UNION CITY COMMUNITY SCHOOLS

FOR THE ASSOCIATION

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE A  
Salary Schedules  
Secretaries/Clerical**

<u>Position</u>	<u>Step</u>	<b>2009-10</b>	<b>2010-11</b>
	Probationary	12.27	12.39
Building Secretary, High School Student Service Secretary	1	13.31	13.44
	2	13.57	13.71
	3	13.83	13.97
	4	14.09	14.23
	5	14.35	14.49
	6	14.61	14.76
	7	14.87	15.02
	8	15.13	15.28
	9	15.39	15.54
	Probationary	9.10	9.19
Middle School Library Clerk	1	9.36	9.45
	2	9.56	9.66
	3	9.78	9.88
	4	9.98	10.08
	5	10.19	10.29
	6	10.40	10.50
	7	10.61	10.72
	8	10.82	10.93
	9	11.02	11.13

**UNION CITY COMMUNITY SCHOOLS  
GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

Distribution of Form

1. Superintendent
2. Supervisor
3. Association
4. Grievant

***Submit to Supervisor in Duplicate***

Building

Assignment

Name of Grievant

Date Filed

**STEP 1**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Article/Section/Policy Violated: \_\_\_\_\_

2. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Disposition of Supervisor: \_\_\_\_\_

\_\_\_\_\_

Signature of Supervisor \_\_\_\_\_ Date \_\_\_\_\_

D. Disposition of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

GRIEVANCE REPORT FORM (cont'd)

**STEP 2**

- A. Date Received by Superintendent or Designee: \_\_\_\_\_
- B. Disposition of Superintendent or Designee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

- C. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**STEP 3**

- A. Date Submitted to Board of Education: \_\_\_\_\_
- B. Disposition of Board of Education: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**STEP 4**

- A. Date Submitted to Arbitration: \_\_\_\_\_
- B. Disposition and Award of Arbitrator: \_\_\_\_\_  
\_\_\_\_\_

Signature of Arbitrator \_\_\_\_\_ Date \_\_\_\_\_