

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION  
OF THE  
FERNDAL PUBLIC SCHOOLS  
AND**



**INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (U.A.W.)**

**AND**

**LOCAL 889**

**2006-2009**

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This Collective Bargaining Agreement is entered into this 3rd day of May, 2007, and goes into effect retroactively at 12:01 a.m., July 1, 2006, by and between the Board of Education for Ferndale Public Schools, Oakland County, Michigan, hereinafter called the "Board" and The International Union, UAW and its Local 889, hereinafter called the "Union."

#### **PREAMBLE**

WHEREAS, the Union recognizes that the Board, under law, has the final responsibility for establishing policies for the district and administering the operation of the schools in said district; and

WHEREAS, Act 379, Public Acts of 1965, presently authorizes public employees and public employers to enter into collectively negotiated agreements concerning rates of pay, hours of employment, and other conditions of employment of such public employees; and

WHEREAS, pursuant to an election conducted by the Michigan Employment Relations Commission and certified on March 3, 2003, the Board has duly adopted a resolution recognizing the Union as the exclusive bargaining representative for personnel as hereinafter defined and set forth; and

WHEREAS, extensive professional negotiations between the representatives of the parties have resulted in certain understandings between the Board and the Union; and

WHEREAS, the Board and the Union desire to incorporate such understandings into a written collective bargaining agreement in the belief that such action is in the best interests of the residents of the Ferndale Public Schools, the students attending school therein, and the employees represented by the Union.

NOW THEREFORE, in consideration of the following mutual covenants, the Union and the Board hereby agree as follows:

## ARTICLE 1 - RECOGNITION

The Board of Education hereby recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and its Local 889, as the exclusive bargaining representative, for the purpose of negotiations as defined in Section 11 of Act 279, Public Acts of 1965, for all personnel it employs as:

All full and regular part time paraprofessional educators, instructional aides and teacher's assistants. Excluding: Student aides, co-op aides, non-instructional aides, supervisors, substitutes and all other employees.

The classifications, by Work Group, that currently exist are:

**A. Instructional Group**

1. The first classification shall be called "**Instructional Aides**". This classification will include those positions that previously were titled Classroom Aide, Reading First Aide, Title I Aide, Head Start Aide.
2. The next group will be called "**Specialized Aides**" and will include Latch Key Leader, Bilingual Aide, Media Aide, Special Education Aide and Special Education Attendant.
3. The last classification will be called "**Pre School Teachers**".

**B. Assistant Group**

1. The first classification will be called the "**Attendant Group**" and it will consist of the Special Education Bus Attendant and the Locker Room Attendant.
2. The second classification will be called "**Classroom Assistant**" and will include Latch Key/KinderKrew/KidsKonnection Assistant and Adult Education Classroom Assistant.

## ARTICLE 2 - PURPOSE AND INTENT

### Section A. Purpose

It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement, to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Board. The provisions of this Agreement shall automatically modify or supersede any conflicting rules, regulations, practices, policies and agreements of the Board pertaining to terms and conditions of employment.

## **Section B. Modification**

If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this Agreement, in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the Board and the International Union, UAW and its Local Union 889.

## **Section C. Representation**

No individual employee or group of employees, acting independently of the International Union, UAW and its Local Union 889, may alter, amend, or modify any provisions hereof.

## **Section D. Terms**

Economic and fringe benefits which were provided employees based on positions and number of hours worked which were in effect on the effective date of this Agreement and which are not specifically provided for or abridged by this Agreement, will continue in effect under conditions upon which they had previously been granted throughout the life of this Agreement unless altered by mutual consent of the Board and the Union.

## **Section E. Term Definitions**

When used in this Collective Bargaining Agreement, Agreement shall mean the Collective Bargaining Agreement; Union shall mean the International Union, UAW and its Local 889.

Board shall mean the Board of Education, School District, Superintendent, Assistant Superintendent, Business Manager, Building Administrator or any other agent of the Board of Education.

## **Section F. Employee Definition**

The terms "Bargaining Unit Member" or "Member" when used hereinafter in this contract shall refer to all employees represented by the Union in the bargaining unit as above defined.

## **Section G. Exclusive Negotiation**

The Board agrees not to negotiate on matters covered by Act 336 of the Public Acts of 1947 as amended, including Public Act 379 of 1965, for the duration of this Agreement. However, nothing contained herein shall be construed to prevent any individual employee from presenting an individual grievance and having that grievance adjusted without intervention of the Union provided that the Union has been given an opportunity to be present at such adjustment and provided that the adjustment is not inconsistent with the terms of this Agreement.

## **Section H. Union Representation**

The Union will represent all of the employees within the recognized bargaining unit fairly. The terms of this Agreement have been made for all members in the bargaining unit who are the recipients of the benefits and are represented by the Union, which was the choice of a majority of the employees within the recognized bargaining unit.

## **Section I. No Discrimination**

There shall be no discrimination by the Union or the Board toward any employee(s) because of race, creed, religion, color, sex, sexual preference, age, physical disability, marital status, national origin, political belief, mental disability, height, weight, membership in lawful organizations, other protected classifications, or number of dependents; except where sex or physical requirements constitute a bona fide occupational qualification necessary for proper and efficient administration. All protected classes will be equally considered under the provisions of this Agreement and in accordance therewith.

All references to employees in this agreement designate both sexes.

## **Section J. Union Security**

As a condition of employment, each member of the bargaining unit must, within thirty (30) calendar days of the effective date of the agreement or thirty (30) calendar days after employment in the bargaining unit (whichever is later), and monthly thereafter, tender to the Union either membership dues and assessments or in the alternative, a service fee in an amount equivalent to the uniformly required union dues.

If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Union, the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Union.

## **Section K. Dues Deduction**

As provided in Article 2, Section J, the Employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Union. Monies so deducted will be transmitted to the Union, or its designee, no later than twenty (20) days following each deduction.

## **Section L. Union Notification to Board**

Dues, Assessment, and P.A.C. contributions - The Union shall notify the Board through the use of authorization cards of dues, assessments and P.A.C. contributions. The Board shall be obligated to make only one change in the dues and one assessment in any one school year. Each new member will not be considered a change.



### **Section M. Change in Authorization**

The Board will automatically renew deductions each year unless notified in the following manner: any employee desiring to have the Board discontinue deductions he/she has previously authorized must notify the Board's representative and the Union in writing prior to the first day an employee is scheduled to report for work at the beginning of each school year.

### **Section N. No Denial or Restriction of Rights**

Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under Michigan Law. The rights granted to an employee hereunder shall be deemed to be in addition to those provided elsewhere; nor shall anything contained herein be construed to deny or restrict to the Board any rights, privileges or duties it may have under the laws of the State of Michigan. To the extent any provision of this Agreement conflicts with law or is deemed contrary to law by a Court of competent jurisdiction, such provision will be void and of no force and effect. Such invalidation of a part or portion of the Agreement shall not invalidate the remaining portions of this Agreement, it being the express intent of the parties that all other provisions not thereby invalidated shall remain in full force and effect. The parties shall promptly enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

## **ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### **Section A. Right to Associate**

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all employees shall have the right to freely to organize, join and support the Union for the purpose of engaging in collective bargaining negotiations, as defined in Section 11, Act 379 of the Public Acts of 1965, for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any activities of the Union, or collective bargaining negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

### **Section B. Use of School Facilities**

The Union or any committee thereof shall be permitted reasonable use of school building facilities and equipment at reasonable hours, without charge, provided that no such permitted use shall interfere with the administration or operation of the school system. Any permission granted to the Union for the use of school

premises shall require prior approval from the Board's representative before exercising such right.

### **Section C. Financial Information**

The Board agrees to furnish the Union with all reasonably necessary information that has been compiled and is available concerning the financial resources of the Ferndale School District, tentative budgetary requirements and allocations, and such other information not inconsistent with the provisions of this Agreement that shall be required by the Union in fulfilling the obligations and responsibilities imposed on it by the terms of this Agreement.

### **Section D. Board Agenda Information**

Copies of the Agenda for Board meetings and minutes of previously held Board meetings will be made available to the Union representatives prior to each Board meeting, except items relating to personnel changes and other privileged or confidential matters.

### **Section E. Responsibility to Perform Duties**

To the extent that attendance for Union business does not substantially interfere with the Board's operation, properly designated Union Representatives shall be allowed time off with pay for authorized Union business. The parties agree to minimize time lost from work under this Article.

Properly designated Union Representatives and, where required, employees shall be allowed time off without loss of pay during working hours to attend Grievance Hearings, Labor-Management Meetings, and Committee Meetings, if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled by the provisions of this Agreement to attend such meetings by virtue of being Local Union Representatives, witnesses, and/or grievants, except in the case of justified emergency as claimed by the Employer.

No employee will engage in Union activities during working hours which will disrupt or interfere with the performance of official duties by representatives of the Union as otherwise set forth in this Agreement.

### **Section F. Review of Personnel File**

All employee's shall have the right, upon written request, to review or to obtain a copy of the contents of their respective personnel file maintained at the employee's school or at the administration building. A representative of the Union may, at the employee's request, accompany the employee in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files.

## **Section G. Right to Representation**

An employee shall, at all times, be entitled to have a representative of the Union present when the employee is being warned, reprimanded, or disciplined for any infraction, discipline or delinquency in performance or for any investigation which may result in such discipline. Any such warning, reprimand, or disciplining shall be done in a private meeting.

When a request for such representation is made, no action shall be taken with respect to the employee until a representative of the Union is present pursuant to Article 3, Section E. If it is not possible for the representative of the Union to be present on the day of the meeting, then the representative shall meet with the parties no later than the following day. Employee may refuse Union representation, such refusal must be in writing.

## **Section H. Just Cause**

No support personnel shall be disciplined, reduced in rank or compensation, or penalized in any manner without just cause. Any such discipline, reduction in position or compensation, or other penalization asserted by the Board shall be subject to the grievance procedure set forth in Article 28 of this Agreement.

# **ARTICLE 4 - RIGHTS AND RESPONSIBILITIES OF THE BOARD**

## **Section A. Statement of Board Rights**

There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and Constitutions of Michigan and the United States, except where expressly and in specific terms limited by the provisions of this Agreement.

## **Section B. List of Board Rights**

It is expressly agreed that the Board retains among others those rights listed below, except as modified by this Agreement:

1. The executive management and administrative control of the school system and its properties, facilities and equipment;
2. Hire all employees and, subject to the provisions of law and the terms of this Agreement, to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion for just cause and to promote and transfer all such employees;
3. Establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of support personnel and their working conditions, which are not inconsistent with the provisions of this Agreement or violative of law;

4. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

5. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

### **Section C. Non-Waiver of Rights**

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of any rights of management not listed and specifically surrendered therein, whether or not the Board has exercised such rights in the past.

## **ARTICLE 5 - JOINT RESPONSIBILITIES**

### **Section A. No Strike**

Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, recruitment sanctions, sit-down, stay-in or slowdown, in any school buildings or property of the Board or any curtailment of duties or restriction or interference with the operations of the school system during the term of this agreement or extension thereof.

### **Section B. No Lockout**

The School Board will not lock out any employees.

## **ARTICLE 6 - UNION RIGHTS**

### **Section A. Aid to Other Organizations.**

The Board agrees not to, and shall cause its designated agents not to, aid, promote or finance any other labor or employee organization which purports to engage in employee representation of employees in this Unit, or make any agreements with any such group or organization for the purpose of undermining the Union's representation of the Bargaining Unit covered by this Agreement.

Nothing contained herein shall be construed to prevent any representative of the Board from meeting with any professional or citizen organization for the purpose of hearing its views, provided that as to matters which are mandatory subjects of bargaining, any changes or modifications in conditions of employment shall be made only through negotiations with the Union.

Nothing contained herein shall be construed to prevent any individual employee from (1) discussing any matter with the Board and/or supervisors, or (2)



processing a grievance on his/her own behalf in accordance with the grievance procedure provided herein.

### **Section B. Information provided to the Union.**

1. The Board agrees to furnish to the Union in electronic format, a monthly transactions report listing employees in this Units who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit, promoted, reclassified, downgraded, placed on leaves of absence of any type, including disability, placed on layoff, recalled from layoff, separated (including retirement), who have been added to or deleted from the Unit covered by this Agreement, or who have made any changes in Union deductions. This report shall include the employee's name, social security number, job code description, class/level, personnel action and reason, and effective start and end dates, and former classification, if applicable. Such information will be provided within 10 days of written request.

2. The Board will provide to the Union in October of each year, in electronic format, a demographic report which contains the following information for each employee in the Bargaining Unit: the employee's name; social security number; identification number; street address; city; state; zip code; sex; race; birth date; hire date; worksite; Union deduction code; deduction amount; status code; position code (position type); leave of absence/layoff effective date; continuous service hours and hourly rate.

This listing shall be based on the active employee records during the first full pay period of September. The parties agree that this provision is subject to any prohibition imposed upon the Board by courts of competent jurisdiction.

3. Membership dues and Service Fee deductions for each bi-weekly pay period shall be remitted to the designated Financial Officer of the Local Union, an alphabetical list of names of all enrollments, cancellations with departure coding, when available, deduction changes, additional deductions, name and/or social security number change, no later than ten (10) calendar days after the close of the pay period of deduction. The Board shall provide to the Financial Officer of the Local Union an alphabetical list identifying those employees who have a valid dues deduction authorization on file with the Board from whose earnings no deduction of dues was made. Unavoidable delays shall not constitute a violation of this Agreement.

### **Section C. Bulletin Boards.**

The Employer agrees to furnish bulletin boards at reasonable locations for use by the Union to enable employees of the bargaining unit to see materials posted thereon by the Union. Locations will normally be at or near an area where employees in the Unit have reasonable access or congregate, such as near time clocks. The normal size of the bulletin boards will not exceed twelve (12) square feet.

The bulletin boards shall be maintained by the Union and shall be for the sole and exclusive use of the Union for communicating to employees about Union business and activities.



No materials ridiculing individuals by name or obvious direct reference, nor defamatory or detrimental to the Board or the Union shall be posted.

In the event that the Board determines that any posting violates the provisions of this Section, the Board will notify the International Union, which shall promptly notify its local designee that the posting shall be removed. In addition, the Board will endeavor to make certain that unauthorized removal of material from the Union bulletin boards does not occur.

#### **Section D. Mail Service.**

The Union shall be permitted to use the internal mail systems of the Board to communicate on issues such as individual or group grievances, notice of meetings, transmittals or responses from the Board, and all other matters which originate from conducting business with the Board.

Use of the mail system shall not include any U.S. mails or other commercial delivery services used by the Board that are not a part of the internal mailing systems.

The use of the U.S. mail shall be restricted to only that mail necessary to conduct business with or communicate with the Board offices, or their designees, regarding Union activities.

The Board shall not intentionally open, alter, intercept, delay, or in any manner tamper with articles so mailed, if marked "UAW Confidential", "Confidential" or "Union Business" or designated in some other manner that the contents are related to Union business.

#### **Section E. Union Information Packet.**

The Board agrees to furnish to new employees in the Unit a packet of informational materials supplied to the Board by the Union.

#### **Section F. Operational Space.**

The Board shall make available, upon request, a private meeting room where a Union Representative may meet with a Bargaining Unit employee for Union representational activities, such as a meeting with a grievant. In addition, space for a filing cabinet of reasonable size provided by the Union shall be made available.

#### **Section G. Access to Premises by Union Staff.**

The Board agrees that employee or non-employee Officers and Representatives of the Union shall be admitted to the non-public portions of the premises of the Board during working hours and upon arrival will give notice to the designated Board Representative. Such visitation shall only be for the purpose of participating in Labor-Management meetings, conducting Union internal business related to the Bargaining Unit, interviewing grievants, attending grievance hearings and/or conferences, and for other reasons related to the administration

of this Agreement. Employee representatives shall have access to the premises in accordance with this Agreement.

The Union agrees that such visitations shall be carried out subject to operational or security measures established and enforced by the Board.

### **Section H. Union Presentation.**

During a planned orientation of a new bargaining Unit employee(s), or during the annual orientation prior to the start of the school year, the Union shall be given a reasonable amount of time to introduce Local Union Representatives or International Union Staff Representatives and to describe the Union and its rights and obligations as an exclusive representative. No materials ridiculing individuals by name or obvious direct reference or defamatory or detrimental to the Board shall be contained in such presentation.

Scheduling of presentations by the Board shall normally be scheduled during regular work hours.

Where the Board does not conduct a planned orientation within a reasonable period of time, not to exceed ten (10) working days, from the new employee(s) first day of work, the designated Local Union Representative shall be provided an opportunity to make a separate Union presentation to the new employee(s) during regular working hours, at the employee(s) work site. The Union may make a separate presentation under such other circumstances as may be agreed upon.

The scheduling and handling of presentations under this section shall be discussed in Labor-Management Meetings.

### **Section I. Picketing.**

The parties recognize that the Union and employees may engage in peaceful, informational picketing in accordance with the law and this Agreement. The following guidelines and provisions, although not necessarily exclusive, are agreed to by the parties:

1. Picketing will be peaceful and non-threatening;
2. Picket line members, if employees in the Bargaining Unit, will be off duty; Pickets will not cause entry to Board-owned or occupied premises to be delayed or denied or attempt to persuade employees or the public not to cross picket lines;
3. All picketing paraphernalia will be removed from the picketing site by the Union whenever picketing is not being engaged in;
4. Picketing will be conducted only at entrances to Board owned or occupied premises, in a manner which does not impede or interfere with the public's use of public property, and only on portions of public property where such picketing does not interfere with normal operations or access.

## **ARTICLE 7 - DISCIPLINARY ACTION**

### **Section A. Authority.**

The parties recognize the authority of the Board to reprimand; both orally and in writing, suspend, discharge, or take other appropriate disciplinary or corrective action against an employee for just cause. If it becomes necessary to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Discipline, when invoked, will be progressive in nature. However, the Board shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation on the first offense, up to and including discharge, subject only to the Board's obligation to discipline employees for just cause.

### **Section B. Investigation.**

Allegations or other assertions of failure of proper employee conduct or performance are not charges, but may constitute a basis for appropriate investigation by the Board. The parties agree that disciplinary action must be supported by timely and accurate investigation. The Board will agree to conclude an investigation as expeditiously as possible. Where an investigation does not result in discipline, the findings of the investigation shall be communicated to the employee under investigation and the Union. Such findings will be confirmed in writing.

An employee shall be given notice of the right to the presence of a Union Representative at a meeting at which discipline, or at an investigatory interview of the employee by the Board regarding allegations or charges of misconduct against the employee, which, if substantiated, could result in discipline, including suspension or dismissal. Notwithstanding the foregoing, this Article does not preclude meeting with an employee regarding their performance. The Board must advise the employee of the nature of any disciplinary or investigatory meeting that could result in discipline before the meeting commences.

The parties agree that when, in the course of any investigation, a written statement of any kind is requested from an employee eligible for representation under this Article, the employee may consult with a Union representative prior to responding. A copy of the written response shall be provided to the employee who shall have an opportunity to review, amend, change or correct said statement.

### **Section C. Informal/Oral Reprimands**

The Employer may meet with an employee for purposes of informal counseling regarding their performance or to provide an oral reprimand at any time without being required to follow the terms of this Article provided no formal discipline is to result from that counseling or reprimand.

## **Section D. Disciplinary Action and Conference.**

1. Whenever an employee is to be formally charged with a violation of any obligation, rule, regulation or policy, or charges are in the process of being prepared that may result in written discipline, suspension or discharge, a Disciplinary Conference shall be scheduled and the employee shall be notified in writing of the claimed violation and disciplinary penalty or possible penalty therefore. Nothing shall prevent the Board from withholding a penalty determination until after the Disciplinary Conference provided herein has been completed.

Whenever it is determined that disciplinary action is appropriate, a Disciplinary Conference shall be held with the employee at which the employee shall be entitled to Union representation. The Union Representative must be notified of the scheduled conference by the Board or its designee. The Board shall provide reasonable advance notice of the meeting to the employee. No Disciplinary Conference shall proceed without the presence of a requested Union Representative, unless expressly waived by the employee in writing, a copy of which will be provided to the Union.

The employee shall be informed of the nature of the charges against him/her and the reasons that disciplinary action is intended or contemplated. Except in accordance with Sections D.2., E., and F. of this Article, an employee shall be promptly scheduled for a Disciplinary Conference. Questions by the employee or Union Representative will be fully and accurately answered at such meeting to the fullest extent possible. Response of the employee, including his/her own explanation of an incident if not previously obtained, or mitigating circumstances, shall be received by the Board. The employee shall have the right to make a written response to the results of the Disciplinary Conference which shall become a part of the employee's file.

The employee shall be given and sign for a copy of the written notice of charges and disciplinary action, if determined. Where final disciplinary action has not been determined, the notice shall state that disciplinary action is being contemplated. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form.

2. Formal notification to the employee of disciplinary action shall be in the form of a letter or form spelling out charges and reasonable specifications, advising the employee of the right to appeal. The employee must sign for his/her copy of this letter, if presented personally, or the letter shall be sent to the employee by certified mail, return receipt requested. An employee whose dismissal is upheld shall not accrue any further leave or benefits subsequent to the date of notice. Said notice shall also be provided to the Union.

3. Any employee who alleges that disciplinary action is not based upon just cause may appeal such action in accordance with the grievance procedure.



4. Any performance evaluation, record of counseling, reprimand, or document to which an employee is entitled under this Agreement shall not be part of the employee's official record until the employee has been offered or given a copy.

#### **Section E. Emergency Removal.**

Nothing in this Article shall prohibit the Board from the emergency removal of an employee from the premises in cases where, in the judgment of the Board, such action is warranted. Within seventy-two (72) hours of the emergency removal, a written notice shall be issued to the employee stating the reason(s) for the removal. As soon as practicable thereafter, investigation and the Disciplinary Conference procedures described herein shall be undertaken and completed.

#### **Section F. Suspension for Criminal Charge.**

Any employee arrested, indicted by a grand jury, or against whom a charge has been filed by a prosecuting official for conduct on or off the job, may be immediately suspended without pay. Such suspension may, at the discretion of the Board, remain in effect until the indictment or charge has been fully disposed of by trial, quashing or dismissal. The Board retains the right to terminate and/or replace an employee that is unable to report for work for a period of more than five (5) days based on their being incarcerated.

Nothing herein shall prevent an employee from grieving the reasonableness of a suspension or termination under this Subsection, where the employee contends that the charge does not arise out of the job or is not related to the job.

#### **Section G. Suspension for Investigation.**

The Board may relieve an employee from duty with pay for investigation. A suspension shall be superseded by disciplinary suspension or dismissal, or by reinstatement. Where a subsequent disciplinary suspension results, the Board shall not count the days of any suspension with pay for investigation as part of the penalty.

### **ARTICLE 8 - NON-DISCIPLINARY COUNSELING AND PERFORMANCE REVIEW**

The intent of performance review and counseling is to inform and instruct employees as to requirements of performance and/or conduct. Neither a performance review, informal or formal counseling shall be considered as punitive/disciplinary action nor as prerequisites to disciplinary action.

#### **Section A. Performance Discussion or Review.**

The parties recognize that supervisors are required to periodically discuss and review work performance with employees. Such discussions are not investigations, but are opportunities to evaluate and discuss employee performance and, as such, are the prerogative and responsibility of the Board.



An employee shall not have the right to a Union Representative during such performance discussion or review.

### **Section B. Informal Counseling.**

Informal counseling may be undertaken when, in the discretion of the Board, it is deemed necessary to improve performance, instruct the employee and/or attempt to avoid the need for disciplinary measures. Informal counseling will not be written up and placed in the employee's file.

### **Section C. Formal Counseling.**

1. When in the judgment of the Board formal counseling is necessary, it must be conducted by an appropriate supervisor. The Board must advise the employee at the commencement of a meeting that it is a formal counseling session. Formal counseling may include a review of applicable standards and policies, actions which may be expected if performance or conduct does not improve, and a reasonable time period established for correction and review. A narrative description of formal counseling will be prepared, a copy of which will be given to and signed for by the employee and a copy kept in the employee's personnel file. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form.

2. An employee shall not have the right to a designated Union Representative during counseling.

3. The distinction between informal and formal counseling shall be maintained and a counseling memo, if any, shall be considered formal.

### **Section D. Removal of Records.**

At the employee's request a Record of Counseling memo, shall be removed from an employee's file after twelve (12)-months of satisfactory performance during which the employee has not been the subject of any disciplinary action; or received further formal counseling for the same or similar reason(s).

## **ARTICLE 9 - SENIORITY**

### **Section A. Definition.**

For the purposes indicated below, seniority shall consist of the total number of years and days an employee has been employed by the Ferndale Public School District in classifications or positions included in this bargaining unit. Employees off work due to compensable injuries or illness shall continue to accumulate seniority for the full period of illness or disability precisely as though they had been working.

1. Seniority as defined above shall be used for:

- a. Layoff and Recall
- b. Assignment and Transfer

Employees involuntarily laid off out of line of their seniority shall continue to accrue seniority for the period of layoff not to exceed two (2) years provided that a less senior employee in the same classification and level is still working at the work location from which the employee was laid off. In the event two (2) or more employees are tied in seniority, seniority for purposes of breaking the tie shall be determined by length of continuous service at the current level and any higher level(s) and then at successively lower levels of service. Ties in seniority which cannot be resolved on the basis of seniority in accordance with this Section shall be resolved by reference to the last four digits of the tied employee's Social Security number with the highest four digit number receiving preference.

### **Section B. General Application.**

The Board will be required to apply seniority as defined in this Article only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.

### **Section C. Seniority Lists.**

The Board will prepare lists showing seniority, as defined in Section A., of all bargaining unit employees on the payroll as of the end of the pay period preceding the preparation date. The seniority list shall be prepared at the end of the first pay period in October and at the end of the first pay period in April, and will be made available for review by employees. A copy of such lists shall be provided to the Union.

An employee or the Union shall be obligated to notify the Board of any error in the current seniority list with fifteen (15) work days after the date such list is made available for review by employees. If no error is reported within this period, the list will stand as prepared and will thereupon become effective for all applications of seniority as specifically provided in this Agreement. For purposes of layoff, seniority shall be the service time as of three (3) weeks prior to the date the layoff notices are sent to employees.

## **ARTICLE 10 - LAYOFF AND RECALL**

### **Section A. Definition of Layoff**

Layoff means removal from the payroll with no employment rights other than retention of seniority, recall rights, and such other rights as provided for below.

### **Section B. Procedure of Layoff**

If the School District determines the number of employees within a position needs to be reduced based on workload, funding, reorganization, reduction in student population, changes in curriculum, economic financial conditions, or other lawful reasons, the following layoff and recall procedures shall apply:

**1.** Layoffs shall be made by position, as defined in the Recognition Clause of this Agreement;

**2.a.** Employees will not have bumping rights outside of the Work Group of the position they held at the time of layoff, as defined in the Recognition Clause of this Agreement, unless the employee previously held a position in the other Work Group within the two (2) years immediately preceding the layoff and is fully qualified to return to the position. This provision does not create any bumping rights to any other positions in the other Work Group except those positions an employee previously held and for which the employee is fully qualified.

**2.b.** For the purpose of layoff and recall, employees will be permitted to be reassigned within their specialized sub group provided that they have the qualifications to do so and they will maintain their current wage rate and benefits unless the new starting wage and benefits are higher.

**2.c.** Anyone whose position has been eliminated and who chooses to accept a position outside of their work group will be paid according to the wage scale of the group to which they have chosen to move.

**3.** Layoff decisions will be based on seniority within the affected position. Employees initially selected for layoff shall have the right to bump into other positions within their Work Group or other positions they previously held with the School District provided they have greater district-wide seniority and are fully qualified to perform the work of the position into which they elect to bump;

**4.** Employees who are laid off shall receive 15 days notice of such layoff by mailing a letter to their address on file with the Board. For Adult Education employees, layoff which occur between the start of the school year and within 30 days of the count day for Adult Education Terms, will be exempt from this advance notice provision.

**5.** Layoffs may occur at any time the Board deems necessary; provided the Board gives 15 days notice.

**6.** An employee who is laid off shall have rights to be recalled for two (2) years from his/her last day of work to positions within his/her Work Group or such other positions the employee previously held outside his/her Work Group for which he/she is fully qualified. An employee will not have a right of recall to positions outside of his/her Work Group unless he/she previously held a position outside this Work Group within the two (2) years immediately preceding the date of the layoff and is fully qualified for that position. This provision does not create any recall rights to any position in the other Work Group which the employee did not previously hold as provided herein;

**7.** Employees will be recalled from layoff to available positions within their Work Group in the order of their district wide seniority, if they are both fully qualified and, if required, certified, for the position. The Board shall have discretion to determine whether an employee is fully qualified and certified for purposes of bumping and recall from layoff, subject only to the Union's right to grieve that determination as provided in the Grievance procedure;

8. For purposes of recall only, positions held by employees will be divided into three groups, namely Group 1 positions which require 35 or more hours per week, Group 2 positions which require 30 hours but less than 35 hours per week, and Group 3 positions which require less than 30 hours per week. An employee that rejects or accepts recall to a position in a Group which requires less hours per week than the position they held when laid off will not forfeit their recall rights to a position in another Group requiring more hours per week than that which they accepted or rejected, and the School District will not challenge an employee's continued receipt of unemployment compensation benefits, if applicable;

9. Employees being recalled will be given fifteen (15) calendar days from the date of mailing a certified letter of recall to their last address on file with the Board to indicate their acceptance or rejection of reemployment. The Local Union Chairperson shall receive written notice of any employees being recalled. Failure to respond within the fifteen (15) day period will end an employee's recall rights to any position covered by this Agreement unless there are extenuating circumstances justifying the failure to respond, in which case the right to be recalled is only waived as to the particular position offered the employee at the time the employee failed to respond. It is the obligation of the laid off employee to keep the School District advised of any change of address for purposes of sending any recall notice to the employee;

10. For purposes of layoff and recall only, the three (3) Union Bargaining committee members shall be the first three employees on the seniority list for their respective classifications. The Union Chairperson shall be first on the seniority list for his/her classification.

## **ARTICLE 11 - ASSIGNMENT AND TRANSFER**

### **Section A. Definitions.**

1. **Assignment.** An assignment is the particular job to be performed within a work location, on an assigned shift and schedule as directed by the Employer.

2. **Reassignment.** A reassignment is a change of assignment of a bargaining unit employee affected upon the Employer's initiative in accordance with Section B. of this Article.

3. **Transfer.** A transfer is either the filling of a vacancy, or a permanent change in assignment, at the employee's initiative or request in accordance with Section C. of this Article.

4. **Initial Vacancy.** An initial vacancy is a new or existing unfilled, permanent position which the Employer seeks to fill. A position from which an employee has been laid off or transferred is not an initial vacancy for purposes of transfer.



**5. Subsequent Vacancy.** A subsequent vacancy is a vacancy which results from the transfer of an employee who exercises his/her transfer rights in accordance with Section C. of this Article.

**6. Work Site.** The location to which a bargaining unit employee is assigned to regularly perform their job duties.

**7. Seniority.** For purposes of this Article, seniority shall be as defined in Article 9.

## **Section B. Assignment-Reassignment.**

**1. Right of Assignment.** Except as provided in this Article, the Employer shall have the right and responsibility to assign employees to and within a work location.

**2. Other Assignment.** In reassigning an employee from one work location to another, or from one work site to another, or from one assignment to another requiring a change in shift or hours, the Employer will reassign the least senior qualified employee within the work group where the assignment will occur, whenever possible, who has not been reassigned across shifts or between work locations, within the preceding twelve (12) month period, in which case the next least senior employee, who has not been reassigned across shifts or between work locations, within the preceding twelve (12) month period will be transferred. Before making an involuntary reassignment between work sites, work locations or across shifts, the Employer shall seek volunteers in the job classification from the work site or shift from which the reassignment is to be made.

The Employer will not reassign an employee to another classification if such assignment would require compensation in a lower pay range. At work sites having multiple shifts, a redistribution of employees between shifts, provided that there is no net gain of employees, shall be accomplished by voluntary transfers of employees from the other shifts at that work site. Failing to meet operational requirements via these transfers, the Employer will reassign the least senior qualified employee, within the work group where the reassignment will occur, whenever possible, who has not been reassigned across shifts within the immediately preceding twelve (12) month period, in which case the next least senior employee, who has not been reassigned across shifts or between work locations, within the preceding twelve (12) month period will be transferred. To maintain a balance of experienced employees in a manner requiring transfer out of line seniority on a shift, agreements will be sought through the Labor-Management Meetings.

**3. Employee Demotion.** The Employer may fill a position by a voluntary demotion of an employee in this Bargaining Unit, prior to transferring or recalling employees.

**4. Relief Assignments.** Relief assignments may be made on a day-to-day basis by the Employer in order to insure and establish adequate staffing in an assignment or work location. Relief assignments may be utilized by the Employer as a regular assignment for a bargaining unit employee.



**5. Temporary Reassignment.** The Employer may temporarily fill a vacancy to fulfill operational requirements. The Employer will advise the employee of the expected duration of the temporary reassignment. If an extension becomes necessary, the employee will be advised of the expected duration of the extension. The Employer agrees to meet with the Union, upon request, if questions arise regarding the duration of the temporary reassignment.

**6. Reassignment to Alternative Position.** The Employer may reassign employees to a vacant position within their work location without being bound by the procedures of this Article in order to:

- a. Accommodate an employee's need for an intermittent or reduced work schedule in accordance with the Federal Family and Medical Leave Act, or
- b. To address an employee's request for reasonable accommodation.

### **Section C. Transfer.**

**1. Initial Vacancy.** When the Employer seeks to fill an initial vacancy the Employer shall post or otherwise provide notice of such vacancy for five (5) days at each work site. If three (3) or more employees express an interest in the vacancy, the Employer shall appoint one of the three (3) most senior qualified employees. If there are less than three (3) total employees interested in the vacancy, the Employer may consider all other forms of appointment procedure, providing there are no names on any applicable recall lists but will give equal consideration to those on the transfer list. Nothing contained herein shall prohibit the Employer from selecting the most senior qualified applicant. The Employer will determine the qualifications required for any available job vacancy.

**2. Exchange Transfer.** An exchange transfer may take place upon agreement of involved employees, the Employer and the Union. The decision to agree or disagree to an exchange transfer is not grievable.

### **Section D. Other Provisions**

Notwithstanding the terms of this Article, the Board will not be bound to do anything which is contrary to the requirements of the Head Start Program, No Child Left Behind or other legislative, regulatory or statutory provisions applicable to the Board's operations or programs.

## **ARTICLE 12 - HOURS OF WORK**

### **Section A. Meal Periods.**

Work schedules shall provide for any workday of four hours or more to be broken at approximately mid-point by an unpaid meal period of not less than thirty (30) minutes. Those employees who receive an unpaid meal period, and are required to work or be at their work assignments and are not relieved for such meal periods based on the written authorization of their supervisor or on written

procedures established by the supervisor, shall be paid for the meal period and have such time treated as hours worked for the purpose of computing overtime.

### **Section B. Rest Periods.**

Employer agrees that an effort will be made to provide one (1) fifteen minute rest period at a mutually agreeable time during each four (4) hours, or significant portion thereof, worked in a regular shift. It is understood that circumstances may arise that will not allow for a rest period. Rest periods shall not be accumulated and, when not taken, shall not be the basis for any additional pay or time off.

### **Section C. Overtime.**

All full-time (working thirty-five (35) or more hours a week) and part-time (working less than thirty-five (35) hours a week) bargaining unit employees shall receive, for all hours worked in excess of forty (40) hours in a work week, payment at a rate of one and one-half (1½) times their regular hourly rate for all such excess work. All overtime must have prior approval by the employees supervisor.

## **ARTICLE 13 - PERSONNEL FILES**

### **Section A. General.**

There shall be only one (1) official personnel file maintained on each employee covered by this Agreement. Under no circumstances shall an employee's medical file be contained in the employee's personnel file; however, records of personnel actions based upon medical information may be kept in personnel files.

### **Section B. Access.**

Access to individual personnel files shall be restricted to authorized management personnel, the employee and/or a designated Union Representative, the latter upon written request. An employee shall have the right, upon request, to review his/her personnel file at reasonable intervals. An employee may be accompanied by a designated Union Representative if the employee so desires. File review shall normally take place at the location of the personnel file and during the Employee's normal work hours. Upon employee request, the Employer shall make and furnish a copy of documents, or parts of documents, to the employee or the Union Representative.

### **Section C. Employee Disagreements.**

An employee may request the Employer to correct or remove information from the employee's personnel file with which the employee disagrees. Such request shall be in writing, shall specify with particularity that record, or part of a record, with which he/she disagrees, and how the employee proposes to correct the record. The Employer shall either correct or remove such disputed information or deny the employee request in writing. In the absence of an agreement between the Employer and the employee, the employee may submit a written statement to the Employer explaining the disagreement, which statement in combination with

any other such written explanatory statement shall not exceed five (5) sheets of 8-1/2-inch by 11-inch paper. Such employee statement(s) shall remain in the personnel file as long as the original information, with which the statement reports disagreement, is a part of the file.

#### **Section D. Employee Notification.**

A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be provided to the employee (the employee so noting receipt, or the supervisor noting employee refusal to acknowledge receipt) or sent by certified mail (return receipt requested) to the employee's last address appearing on the Employer's records.

#### **Section E. Non-Employment Related Information.**

Detrimental information not related to the employee's employment relationship shall not be placed in the employee's personnel file.

#### **Section F. Confidentiality of Records.**

This Article shall not be construed to expand or diminish a right of access to records as provided in The Freedom of Information Act (Act 442 of the Public Act of 1976), or as otherwise provided by law.

The Employer will not release an employee's final disciplinary action record to anyone other than the authorized representative(s) of the Employer, or the designated Union Representative upon written request unless the Employer furnishes the employee with written notice of such release on or before the day the information is released. Such notice shall be provided to the employee by first-class mail at the employee's address-of-record or, preferably, at the work location.

This provision shall not apply or prohibit the Employer from releasing such information where:

1. The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration; or
2. The information is requested by and provided to a government agency as a result of a claim or complaint by an employee with such government agency, or as otherwise required by law.

#### **Section G. Expunging Records.**

Upon employee request, records of disciplinary actions shall be removed from an employee's file twelve (12) months following the date on which the action was taken or the rating issued, provided that no new disciplinary action has occurred during such twelve (12) month period. Written reprimands, counseling memoranda and performance reviews shall similarly be removed twelve (12) months following the date of issuance provided no new written reprimands or counseling memoranda has been issued during such twelve (12) month period.

These provisions shall not prohibit the Employer from maintaining records of any disciplinary action as may be required by law. The provisions of this Section apply retroactively. Any record eligible to be expunged under this Section shall not be used in any subsequent hearing concerning the employee.

#### **Section H. Confidentiality of Medical Records.**

To insure strict confidentiality, medical reports and records made or obtained by the Employer relating to an employee shall not be contained in, nor released in conjunction with, the employee's personnel file. Only authorized representatives of the Employer, the employee, and Union Representatives with written authorization from the employee, shall possess or have access to such employee medical reports or records, including records prepared by a private physician, rehabilitation facility, or other resource for professional medical assistance.

This provision shall not prohibit the Employer from placing information in the employee's medical file which reflects Employer-initiated correspondence with a medical practitioner, or the employee, regarding diagnoses, prognoses, and fitness for employment, or absences from work associated therewith, nor from placing copies of records and reports containing conclusions by the Employer concerning the employee's fitness for duty based upon proper medical records and reports. This file may be reviewed by the employee and/or the employee's representative in the same fashion as the personnel file.

The Employer shall not be prohibited from furnishing or otherwise releasing medical records or reports pertinent to the grievance made or obtained by the Employer where such release is specifically required to process a grievance which involves the use or interpretation of such reports or records by the Employer, to a legal action or arbitration, or to a complaint or claim filed with a government agency by an employee.

### **ARTICLE 14 - HARASSMENT**

Harassment of staff (including those who volunteer their services) or applicants for employment is prohibited, and will not be tolerated. This includes inappropriate conduct by any person in the school environment, including other employees, Board members, parents, guests, teachers, contractors, vendors, and volunteers. It is the policy of the District to provide a safe, positive work environment free of harassment for all of its staff.

Harassment is defined as inappropriate conduct that is repeated enough, or serious enough, to negatively impact a staff member's ability to perform his/her job. This would include harassment based on any of the legally protected characteristics such as sex, race, color, national origin, religion, age, height, weight, marital status or disability. This policy, however, is not limited to these legal categories and includes any improper harassment that would negatively impact a staff member. This would include such activities as stalking and unwelcome taunting, teasing, or intimidation.

Any staff member or applicant that believes he/she has been or is the victim of harassment should immediately report the situation to his/her immediate



supervisor or Assistant Superintendent for Administrative Services. If the complaint relates to either of these individuals, the complaint may be filed with the Superintendent. If the complaint relates to the Superintendent, it should be filed directly with the Board President. All complaints will be investigated.

Every staff member **must** report any situation that they believe to be improper harassment. Reports may be made to those identified above.

The investigation will be handled as confidentially as possible under the circumstances. The need to interview the witnesses and the offending individual(s), however, does not allow for total confidentiality in this process.

If the investigation finds harassment occurred it will result in prompt and appropriate remedial action.

Retaliation against any person for complaining about harassment, or participating in a harassment investigation, is prohibited.

The following definitions are provided for guidance only:

### **Section A. Harassment**

1. Submission to such unwelcome conduct or communication is made either an explicit or implicit condition of employment with the School District;
2. Submission to, or rejection of, the unwelcome conduct or communication is used as the basis for a decision to exclude, expel, or limit the harassed employee in the terms, conditions, or privileges of employment with the School District;
3. The unwelcome conduct or communication interferes with the employee's work performance, creates an intimidating, hostile or offensive environment, or otherwise adversely affects the employee's ability to perform.

### **Section B. Sexual Harassment**

Sexual harassment may include, but is not limited to:

1. Verbal harassment or abuse;
2. Pressure for sexual activity;
3. Repeated remarks with sexual or demanding implications;
4. Unwelcome touching;
5. Sexual jokes, posters, cartoons, etc.;
6. Suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's safety, job, or performance of public duties.



## **ARTICLE 15 - LABOR/MANAGEMENT MEETINGS**

### **Section A. Schedule**

In the interest of sound Labor/Management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable date and time, the Assistant Superintendent of Administrative Services, and/or whomever is designated by the Superintendent, shall meet with the representatives of the Union to discuss those matters of importance to the parties as well as those matters addressed in Section B of this article. If special Labor/Management meetings have been requested and mutually agreed upon, they shall be convened as soon as possible.

### **Section B. Topics**

The purpose of such meetings shall be to:

1. Discuss the administration of this agreement;
2. Notify the Union of changes contemplated by the Employer which will affect the members of the bargaining unit;
3. Discuss grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Discuss ways to improve efficiency, including technology;
6. Give the Union representatives the opportunity to share the view of their members on topics of interest to both parties;
7. Discuss other matters which this Agreement has designated as appropriate for discussion in these meetings;
8. Discuss other matters of interest to sound Labor/Management relations, when mutually agreed to by the parties.

## **ARTICLE 16 - PROBATIONARY PERIOD**

### **Section A. Duration of Probation**

New employees hired into positions in the bargaining unit shall serve a probationary period of ninety (90) days during which time they shall be termed "probationary employees."

### **Section B. Rights during Probation**

Probationary employees' service with the Board may be terminated at any time by the Superintendent, or the Board's representative, in his/her sole discretion, and neither the employee so terminated nor the Union shall have recourse in the grievance procedure over such termination.

### **Section C. Benefits during Probation**

Notwithstanding eligibility for insurance based on the number of hours the employee works, during the probationary period, an employee shall not be

eligible for the negotiated employee Insurance Benefits as found in Article 26, after which time they shall become eligible for these benefits. If the ninety (90) continuous days are interrupted by the summer break, then counting resumes with the start of school in the new school year.

#### **Section D. Completion of Probation**

After an employee has served the probationary period of employment, the employee shall become a regular full-time employee or a regular part-time employee.

#### **Section E. Calculating the Probationary Period**

If continuous days as used in the Sections above are interrupted by the summer break then the count will be resumed with the start of school. Other service breaks may occur with extended illnesses or other unusual absences as determined by the Board.

### **ARTICLE 17 - WORK RULES**

Violation of the following work rules may result in disciplinary action, up to and including discharge:

1. On each day that an Employee is absent from work, the Employee must contact their supervisor indicating the reason for their absence. Absence without reasonable cause may result in disciplinary action;
2. Reporting late for work. If an Employee knows that they are going to be more than fifteen (15) minutes late for work, they must contact their supervisor and indicate when they will be reporting for work;
3. Leaving department or assigned work location during the work hours without permission;
4. No unnecessary shouting or demonstration in the workplace;
5. Creating or contributing to unsanitary conditions;
6. Horseplay, scuffling or throwing things;
7. Loitering during working hours;
8. No smoking on school property;
9. Threatening, intimidating, coercing, harassing or interfering with fellow employees;
10. Intimidating, coercing, harassing or interfering with students;
11. Unauthorized soliciting or collecting contributions for any purpose whatsoever during work hours;

12. Unauthorized distribution of literature, written or printed, of any description in working areas on School District premises during working time;
13. Posting or removal of notices, signs or writing in any form on bulletin boards or School District property at any time without specific authority of the Superintendent or designee;
14. Misuse or removal from School District premises without proper authorization of employee lists, records, property or confidential information of any nature;
15. Participating in gambling, a lottery or any other game of chance on School District premises at any time;
16. Abuse or deliberate destruction of School District property, tools, equipment or property of employees in any manner;
17. Making or publishing of unauthorized notices or statements concerning any employee or the School District;
18. Abusive language to fellow employees or supervision;
19. Fighting on School District premises or while performing work for the School District at any time;
20. Possession of, or drinking of, liquor or any alcoholic beverage on School District property;
21. Reporting for work under the influence of alcohol;
22. Willful, deliberate or continued violation of or disregard of, safety rules or common safety practices;
23. Littering or contributing to poor housekeeping, unsanitary, unsafe work conditions on School District property;
24. Circulating of petitions of any kind on School district property during work hours;
25. Use, possession, distribution, sale or offering for sale, narcotics, dangerous drugs or controlled substances, including but not limited to, marijuana on School District property;
26. Reporting to work under the influence of narcotics, dangerous drugs or controlled substances, including but not limited to marijuana, without a prescription.

In certain instances, when the conduct/misconduct of an Employee warrants it, an Employee may be discharged after a review and investigation has been conducted by the Human Resource Department. Any and all disciplinary action

may only be for just cause. Violation of certain work rules, including, but not limited to the following, will be considered just cause for immediate discharge:

1. Knowing or intentional falsification of employee, student or other records maintained for or by the School District;
2. Absence from work for three (3) consecutive work days without authorization or failure of the employee to notify the employer of his/her absence;
3. Conviction of a felony while employed by the School District;
4. Conviction of a misdemeanor involving moral turpitude, criminal sexual conduct or theft, conversion, embezzlement, or intentional destruction or damage to School District property;
5. Possessing lethal weapons on School District property or while performing work on behalf of, or while being paid by, the School District;
6. Committing an aggravated assault or battery while performing work for the School District or during Employee's work hours;
7. Insubordination, which includes refusal to perform work assigned from a designated supervisor acting within the scope of his/her responsibility and authority;
8. Violation of any child protection law, sexual or other unlawful harassment of an employee or student.

#### **ARTICLE 18 - TRAINING**

Both parties recognize the importance of proper employee training and continuing education as well as the evolving educational requirements for the positions in this bargaining unit. The parties agree, through Labor/Management meetings, to discuss ways to continue the training and education of the members of the unit with an emphasis on assisting members in positions covered by the No Child Left Behind Act to meet the requirements of that Act. The parties will continue to assess the training needs of all employees and consider training to meet those needs. The parties will discuss and assess the feasibility of possibly implementing the UAW – Department of Labor approved, Child Development Specialist Apprenticeship Program. Nothing in this Article shall be construed to require the Board to pay the cost of training unless expressly agreed to by the parties.

#### **ARTICLE 19 - SMOKING**

##### **Section A. Smoke Free Environment**

1. No smoking will be permitted in the central administrative offices or on grounds outside the offices, in any school building, on any school grounds, or in any school vehicle.

2. Violation of this prohibition will result in discipline.

## **ARTICLE 20 - HEALTH AND SAFETY**

### **Section A. General**

It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Board accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accept the responsibility to follow all safety rules and safe working methods of the Employer.

### **Section B. First Aid Equipment**

First aid and blood borne pathogen equipment shall be provided at appropriate locations in the workplace.

### **Section C. Safety Evacuation Plans**

The Board shall establish an evacuation plan, bomb threat procedures and identify severe weather shelter areas for each work site employing bargaining unit members. Evacuation plans shall be posted and provided to an employee or the Union upon request.

### **Section D. Discussion**

Any topic in this article shall be an appropriate subject for discussion at Labor/Management meetings. During Labor/Management meetings, by mutual agreement, the Employer and the Union will create a Health and Safety Committee.

## **ARTICLE 21 - PERSONNEL POLICIES/WORK RULES**

The Employer agrees that before implementing a new personnel policy, work practice, or work rule, or changing or abolishing an existing personnel policy, personnel form or work practice or work rule, the Union will be given at least two (2) weeks written notice prior to implementation except when impractical or when the Board believes that it is required to act immediately, in which case the Union will be notified of the changes as soon as possible. During the notification period, and prior to implementation, the Employer agrees to meet with representatives of the Union to discuss the impact of the changes. The Employer further agrees to consider the Union's comments regarding the changes. Any changes must comply with the terms of this Agreement.

## **ARTICLE 22 - DRUG/ALCOHOL FREE SCHOOLS**

### **Section A. Purpose**

The Board and Union (hereinafter the "Parties") jointly believe that quality of work performance is not possible in an environment affected by illegal drug use and/or



abuse of alcoholic beverages. The Parties hereby express their determination to work jointly to combat personal problems including substance abuse and improving mental health. To that end, the Parties seek to establish and maintain a drug/alcohol-free work setting in full compliance with federal, state, and local laws, including the Drug Free Workplace Act and the Drug-Free Schools and Communities Act.

### **Section B. Employee Assistance Program**

The Parties believe that early recognition and treatment of illegal drug use, controlled substance abuse, or alcohol abuse is important for successful rehabilitation, return to productive work, and reduced personal, family, and social disruption.

The Parties encourage the earliest possible diagnosis and treatment for mental health, illegal drug use, alcohol abuse or controlled substance abuse and supports sound treatment efforts. Whenever feasible, the Parties will assist the employee in overcoming illegal drug use, alcohol abuse or controlled substance abuse. However, the decision to seek diagnosis and accept treatment for illegal drug use, alcohol abuse or controlled substance abuse is primarily the individual employee's responsibility. Any costs associated with treatment in excess of those costs covered by the employee's medical insurance plan shall be borne by the individual.

Employees with mental health, personal drug, alcohol or controlled substance abuse problems should request assistance from the Assistant Superintendent for Administrative Services or Union Chairperson. Assistance will be provided on a confidential basis and each employee will be referred to the appropriate treatment and counseling services.

Although the Employer will assist an employee to the extent feasible through the Employee Assistance Program, the employee's use of illegal drugs, abuse of alcohol or controlled substances which effect an employee's performance and/or ability to fully perform their job may result in disciplinary action, up to and including discharge.

### **Section C. Drug Free Awareness Program**

Information on the dangers of substance abuse and resources available for chemical dependency and rehabilitation will be available through the Employee Assistance Program.

### **Section D. Drug Testing**

Nothing in this section shall be interpreted as requiring an employee to submit to urinalysis tests for controlled substances; however, it is understood that the Board may require such tests to the extent testing is required by federal or state law. The Board may also require a drug or alcohol test at any time that it has reason to believe that an individual in its employ is impaired during the work day or during the performance of their work duties. Refusal to submit to a test as directed will be reason for disciplinary action up to and including discharge. The employee will be paid for all the time spent having a test. The Board will pay the cost of any test.

### **Section E. Confidentiality**

Information provided to any personnel concerning medical problems related to substance abuse or chemical dependency of an employee shall be considered part of the employee's medical record and shall be treated as confidential. However, performance problems, attendance, or rules violations will be documented, reported or otherwise treated as ordinary personnel information even if related to substance abuse or chemical dependency.

### **Section F. Notification**

All employees will have access to copies of the Drug/Alcohol Policy through the Board Policy manual and regular mailing of Board policies to employees. Compliance with this policy is mandatory.

### **Section G. Board Policies**

The Board may adopt policies, rules, and procedures to implement the terms of this Article.

### **Section H. Prohibited Conduct**

The unlawful manufacture, distribution, dispensation, possession, use, or being under the influence of alcoholic beverages and/or controlled substances (illegal drugs) by any employee, during working hours, on Board premises, or at any activity or function sponsored by or related to employment with the Board, is prohibited. Premises includes vehicles owned by, or being driven on behalf of the Ferndale Public School District, as well as parking lots, playgrounds, and other property owned by Ferndale Public Schools.

"Controlled Substance" refers to drugs subject to federal or state regulation, making their manufacture, dispensation, distribution, possession or uses a crime;

this includes but is not limited to Cannabis, Cocaine, Amphetamines, Barbiturates, and Heroin. Medications used as prescribed by a treating physician or dentist are excluded.

### **Section I. Drug Related Criminal Conviction**

Employees are required to report to the Department of Education and the employer that he/she has been charged with a crime listed in MCL 380.1535A as well as MCL 750.81 on a form prescribed by the Department of Education. The report must be submitted within 3 business days of arraignment. If an employee is found guilty or pleads guilty or nolo contendere to any crime after initially being charged with a crime listed MCL 380.1535A (including domestic assault, MCL 750.81), then the individual shall immediately disclose to the court, on a court form, that he/she is employed in a school district. The individual must provide a copy of the form to the prosecuting attorney, the Superintendent of Public Instruction and the Superintendent of the School District. Employees are advised that failure to give such notice will result in disciplinary action up to and including discharge. Furthermore, if an employee fails to give such notice of arraignment and/or conviction, at the discretion of the prosecutor, he may be prosecuted for a misdemeanor punishable by imprisonment for not more than one year or a fine of not more than \$1,000 or both. In addition, convicted (including a guilty or no contest plea) of violating any federal, state, or local criminal law must report the conviction to the Superintendent within five (5) business days of a conviction. Where said criminal offense is a misdemeanor, the employee may, at the discretion of the Superintendent, be referred for rehabilitation in lieu of disciplinary action. Failure to participate in rehabilitation or a subsequent conviction for misdemeanor drug-related offenses will result in disciplinary action up to and including discharge. Convictions for offenses will result in discipline, up to and including termination, in accordance with contractual and statutory provisions. Failure to report the conviction(s) will result in termination.

### **Section J. Penalties**

Violations of the Board's Drug/Alcohol-Free Schools Policy may result in discipline up to and including termination, which action will be taken in accordance with contractual and/or statutory provisions.

### **Section K. Seniority**

An employee who is not working due to participation in a treatment program shall retain and accrue seniority and its related privileges in accordance with the terms of this agreement.

### **Section L. Promotion**

Implementation and awareness of this article shall be an appropriate topic of discussion for Labor/Management meetings.

## **ARTICLE 23 - EVALUATIONS**

### **Section A. Frequency**

Excluding performance evaluations of newly hired employees or transitional evaluations of promoted, transferred, or demoted employees; employees shall be evaluated on an annual basis. Additional special evaluations may be performed as warranted or due to a change in positions or classification, or a change in supervisors.

### **Section B. Purpose**

The purpose of the evaluation procedure is to inform the employee of their job performance. The evaluation may discuss ways to improve performance, productivity and recognize positive attributes and performance.

### **Section C. Considerations**

Factors which may be included in the evaluation are quality and quantity of work; adherence to the Board's attendance policy; teamwork; judgment and initiative and the ability to effectively handle the workload.

### **Section D. Disputes**

If an employee disagrees or takes exception with the evaluation; the employee may add a written rebuttal to the evaluation. This rebuttal shall be attached to the disputed evaluation in the employee's personnel file. Evaluations are not grievable through the grievance procedure established in this agreement.

## **ARTICLE 24 - INTEGRITY OF THE BARGAINING UNIT**

### **Section A. Statement of Unit Integrity**

The Board recognizes that the integrity of the Bargaining Unit is of significant concern to the employees and the Union. Bargaining Unit work shall, except as provided below, be performed by Bargaining Unit employees. The Board shall not assign Bargaining Unit work to employees outside of the Union Bargaining Unit except in the case of emergency, temporary work relief or to the extent that such work is a part of their duties. In no event shall such assignments be made for the purpose of reducing or eroding the Bargaining Unit.

### **Section B. Supervisory Exceptions**

Supervisory employees shall be permitted to perform Bargaining Unit work to the extent that such work is a part of their duties, in case of training (including demonstration of the proper method of completing the task assigned), temporary work relief, or in the case of emergency. In those cases where lead workers are performing some supervisory duties, the parties agree that such employees shall not be considered supervisory for purposes of this Section.

## **Section C. Subcontracting**

The Board agrees that no work currently being performed by members of the bargaining unit shall be sub-contracted out in any manner in an attempt to erode the bargaining unit.

## **ARTICLE 25 - LEAVES**

### **Section A. Family and Medical Leave Act**

Except as expressly set forth in this Article, the Board provides FMLA Leave Benefits under this agreement only to the extent required by law and Board policy. (Board Policy 4430)

#### **1. FMLA Leave**

Employees who: (1) have been continuously employed for at least one (1) year; and (2) have either: (a) worked at least 1,250 hours during the previous twelve (12) month period immediately preceding the date when the application to take this leave is filed, or (b) were employed under a contract during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, shall be eligible for "Family and Medical Leave" in accordance with the Family and Medical leave Act, Public Law 103-3. The twelve (12) month period in which the twelve (12) weeks of FMLA leave may be taken is a "rolling" twelve (12) month period measured backward from the date that the employee uses any FMLA leave.

An eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during the above twelve (12) month period for one or more of the following:

- a. To care for the employee's child after birth, or placement for adoption or foster care;
- b. To care for the employee's spouse, son or daughter or parent, who has a serious health condition;
- c. For a serious health condition that makes the employee unable to perform the employee's job.

If the Board employs both a husband and a wife, the aggregate number of workweeks of leave to which both are entitled is limited to twelve (12) weeks during the twelve (12) month period if the leave is for either reasons a and/or b above.

#### **2. Notice of Need for FMLA Leave**

An employee must provide the Board with at least thirty (30) days advance notice of the need to take a FMLA leave where the need is foreseeable. If the employee fails to give thirty (30) days notice, the Board may deny the employee FMLA leave until at least thirty (30) days after the employee made the leave request. Where the leave is not foreseeable, the employee must provide notice



as soon as practical, which will mean a verbal notification within two (2) business days of when the need for leave becomes known to an employee.

### **3. Leave Request**

When requesting any time off from work for FMLA leaves, employees are required to complete the Board's leave request form. When time off is requested, the Board will inquire about the circumstances for the purpose of determining whether the requested time off appears to qualify as a FMLA leave. Any request determined by the Board to qualify as FMLA leave will be credited against the employee's FMLA leave for the twelve (12) month period described in Section A.1. The employee will be told whether the time off qualifies as FMLA leave.

### **4. Use of Paid Leave Time**

When time off work qualifies as FMLA leave, the employee is required to first exhaust all earned and/or accrued paid time off which will be credited against his/her FMLA leave. For example, if an employee has earned and/or accrued paid vacation, sick leave or personal days, the Board requires the employee to apply that leave time to his/her FMLA leave until the earned and/or accrued paid leave time is exhausted. The Board also requires that any earned and/or accrued paid vacation, personal days or medical/sick leave be exhausted before the employee takes any unpaid FMLA leave to care for the employee's own serious health condition or that of a spouse, child or parent. Any remaining FMLA leave to which the employee is entitled will then be taken on an unpaid basis.

### **5. Medical Certification**

An employee who requests leave to care for the employee's spouse, child or parent due to a serious health condition, or due to the employee's own serious health condition that makes the employee unable to perform the duties of his/her position, must furnish the Board with an appropriate medical certificate completed by the employee and the employee's health care provider. Under most circumstances, the certificate must be provided within fifteen (15) calendar days from the date the Board requests medical certification. Where an emergency or unusual condition exists, the certificate must be provided within a reasonable time (normally 21 calendar days) from the date the Board requests the certification. Failure to timely provide a completed certification will result in delay of the FMLA leave request until the certification is submitted.

### **6. Intermittent/Reduced Leave Schedule**

If an employee requests intermittent leave, or leave on a reduced leave schedule, the employee must advise the Board (1) why the intermittent/reduced leave schedule is medically necessary, and (2) of the schedule for treatment.

While intermittent and reduced leave schedules are available to an employee for prenatal care, they are not available for the birth or placement of a child for adoption or foster care.

## **7. Group Health and Other Benefits**

In general, an employee on FMLA-qualified leave will be entitled to continue to receive group health benefits under the same terms and conditions as he/she received prior to taking the leave. The employee may elect, however, not to continue group health benefits for the time that he/she is on unpaid FMLA leave. Any employee who wishes to continue group health benefits while on unpaid FMLA leave must make arrangements with the Human Resources Department.

The Board will not continue coverage for benefits other than group health to an employee on FMLA leave. However, once the employee returns to work following FMLA leave, he/she will be restored to all benefit coverage received prior to the FMLA leave without any additional waiting period or other limitation.

## **8. Return to Work**

Upon conclusion of FMLA leave, an employee will be returned to the same position the employee held when the leave commenced or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. However, an employee who takes FMLA leave due to the employee's own serious health condition must provide, prior to returning to work, a certificate from the employee's health care provider indicating the employee is medically able to resume work. The employee will not be allowed to return to work until acceptable certification is provided.

## **9. Repayment of Group Health Benefits**

If, after taking FMLA leave, an employee fails to return to work for a reason other than the employee's serious health condition or that of the employee's child, spouse or parent, or a reason that is beyond the employee's control as determined by the Board in accordance with the FMLA, the employee must reimburse the Board for the group health benefit premiums paid by the Board during the employee's unpaid FMLA leave. An employee will be considered as having returned to work only after he/she has returned to work for at least thirty (30) calendar days.

Prior to commencing FMLA leave, the employee is required to sign specific form(s) stating that if the employee fails to return to work following the leave for reasons other than a serious health condition or for a reason beyond the employee's control, he/she consents to have the amount which must be reimbursed to the Board for group health benefit premiums deducted from any wages, vacation pay, severance payments or other amounts which the employer owes to the departing employee.

## **Section B. Employee Sick Leave**

### **1. Sick Leave**

- a. Days authorized under this provision shall be deducted from the sick leave bank.

- b.** The parties agree that every employee shall earn the equivalent of one sick day per month of work annually to a maximum of 10 sick days per year. A Sick day is based on the regular number of hours the employee is scheduled to work on a daily basis. All employees will be allowed to bank up to a maximum of fifty (50) unused sick days. At the time of retirement Latch Key Assistants, Kid's Konnection, Kindercrew and Adult Education Assistants may redeem unused sick days at \$30 per day. All other employees may redeem unused sick days at \$40.00 per day.
- c.** Sick leave usage shall be granted for the following:

  - (1)** Sick leave shall represent absence due to illness, injury or exposure to contagious disease. Sick leave may also be utilized for doctor or dentist appointments for an employee or a member of his/her immediate family who requires the accompaniment of the employee;
  - (2)** Sick leave shall also represent absence due to illness in the employee's immediate family as defined by the Family and Medical Leave Act. This definition includes the employee's spouse, child or parent;
  - (3)** All leaves of absence will be administered in accordance with the Family and Medical Leave Act of 1993. In conjunction with this Act, sick days may only be utilized for time that an employee is medically disabled.
  - (4)** An employee may request additional sick leave in unusual situations not listed above. These will be approved at the sole discretion of the Superintendent;
  - (5)** Employees who render part-time service shall be entitled to sick leave on a pro-rata basis and may use it to fill in for regularly assigned days of work. In other words, an employee who normally works 2 days per week may utilize sick time at the rate of 2 days a week.
  - (6)** If sick leave is used for more than five (5) consecutive work days, the employee must bring in medical documentation for the absence including a physician's release to return to work. A supervisor may also require medical documentation for any use of sick time, which is excessive or may be indicative of possible abuse.
- d.** Return from sick leave in excess of five (5) workdays:

An employee returning to work following a personal illness which required absence of five (5) or more work days must furnish the Superintendent or his designee with a statement

from their attending physician certifying the employee's ability to return to active working status. If the employee's physician is unable to certify that the employee is able to resume their full and normal job duties without limitations, the attending physician shall provide the full particulars on any limitations/restrictions in place and the likely duration of such.

In the event there are restrictions/limitations, a meeting will be held with the employee before a determination is made on whether the employee may/may not return to active working status.

If, as a result of this meeting, the Superintendent determines that the employee can return to work with restrictions/limitations, the Superintendent and the employee will then work out the reasonable accommodations necessary, if possible, to enable the employee to do so.

- e. The Superintendent may, in the exercise of his sole discretion, require any employee desiring the return to active working status following such absence to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the employee is able to return to work with or without restrictions/limitations, and if the employee is able to return to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the employee to do so. In the event the employee's physician and the physician selected by the Superintendent do not agree on any matter, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the reports of the two physicians, examine the employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal.

The employee is responsible for all expenses incurred from their physician.

The Board is responsible for all expenses incurred from the physician selected by the Superintendent and the cost of the third physician.

- f. Falsification of sick leave documents may be grounds for immediate termination.

## **2. Exhaustion of Sick Leave**

- a. Employees who exhausted all sick leave they have earned and are unable to report to work shall be placed on unpaid leave at the Superintendent's discretion in accordance with the documentation received to support the need for a leave of

absence. An unpaid leave will not exceed six (6) months, after which time the employee will be terminated.

The employee must apply for appropriate leave to cover the absence from work. Failure to properly apply for appropriate leave during this period is grounds for termination of the employee's employment for willful failure to return to work.

- b. On reporting to duty, each employee shall be credited with his/her first year of sick and personal day accruals for the year.
- c. The same accrual of one (1) day per month of service shall continue during the use of sick leave or any other paid time off, provided the employee has not been officially separated from the payroll.
- d. The Superintendent may, in the exercise of his sole discretion, require any employee applying to use sick leave for five (5) or more consecutive days in any school year to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the employee is disabled and not able to return to work with or without restrictions/limitations. If the employee is able to work with restrictions/limitations, the Superintendent or his designee will work out the reasonable accommodations necessary, if possible, to enable the employee to return to work.
- e. In the event the employee's physician and the physician selected by the Superintendent do not agree on any matter, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the reports of the two physicians, examine the employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal.

The employee is responsible for all expenses incurred from their physician.

The Board is responsible for all expenses incurred from the physician selected by the Superintendent and the cost of the third physician.

- f. Falsification of sick leave documents may be grounds for immediate termination.

### **Section C. Personal Business Days**

1. All employees in the bargaining unit will be allowed two (2) days personal business absence per year for business and personal reasons with the approval of the Superintendent or designee. Personal business days are



to be used for personal business including, but not limited to, bereavement, legal matters, personal appointments and other personal business, which necessitates absence during the workday. A personal day is based on the regular number of hours the employee is scheduled to work on a daily basis.

2. Except in the case of an emergency which precludes advance request, personal leave shall be requested at least seven (7) calendar days before use on a form to be provided by the Board.
3. If a bereavement matter necessitates the need for more than three (3) personal days off from work or if the employee has already utilized the annual allocation of personal days, the employee may arrange with their immediate supervisor to use up to five (5) additional sick or unpaid leave days
4. If the death is in the employee's immediate family, the utilization of an additional two (2) sick days, up to a total of five days off will be approved.
5. Where death is concerned, "immediate family" shall be defined to mean father, mother, husband, wife, son, daughter, father and mother-in-law, son and daughter-in-law, brother and sister-in-law, aunt and uncle, niece and nephew, grandparent and grandparent-in-law, step-parent and grandchild. The immediate family shall also include the death of a person the employee has been supporting, whether a relative or not.

#### **Section E. Jury Duty**

Employees shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The Board shall pay the employee their regular hourly rate of pay. The employee shall deliver over to the Payroll department and endorse their jury duty check from the court, if said amount is less than their normal daily pay. If the fee is greater than their normal daily pay, the employee shall deliver to the Payroll department the amount equal to their daily pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

#### **Section F. Court Leave**

In cases where an employee is subpoenaed or summoned to appear in any court in cases which are school related, he/she shall be paid their regular hourly rate of pay. The employee shall deliver to the Payroll department and endorse their witness fee check from the Court, if said amount is less than their normal daily pay. If the fee is greater than their normal daily pay, the employee shall deliver to the Payroll department the amount equal to their daily pay.

In cases where an employee is subpoenaed or summoned to appear in court for a case which is not school related, the employee will be given time off from work without pay, unless the time off is charged to personal business leave or sick time.

## Section G. Emergency Leave

The Superintendent may authorize absences for other justifiable emergency situations. The reason for such request shall be stated in writing.

### ARTICLE 26 - BENEFITS

The Employer shall maintain health, prescription, vision, dental and life insurance coverage for employees based on eligibility for such coverage given an employee's respective job classification and normally scheduled hours of work per week. All employees currently receiving benefits as of the 2006-07 school year will receive Blue Cross Network Coverage equivalent to the proposed Plan A, with a \$10/\$40 Drug Rider, and MOPD 1X, plus current dental and vision so long as they remain eligible for such benefits, based on existing contract criteria. This group shall be known as Benefit Pool One.

The contract criteria for payment of benefits is as follows:

#### A. Benefit Pool One

1. The Board liability for insurance premiums during the 2007-08 for employees and employees classification shall be the following base premiums:

<b>35 + hours per week</b>	
<b>Health</b>	
Single	\$4,428.00
2 Person	\$10,184.40
Family	\$11,512.56

<b>Less than 35 hours per week</b>	
<b>Health</b>	
Single	\$2,952.00
2 Person	\$6,789.60
Family	\$7,674.96

The above referenced amounts for those employees working more than 35 hours per week represents 100% of the district's base premium liability for health insurance benefits.

The above referenced amounts for those employees working more than 30 hours per week but less than 35 hours per week represents 2/3 of the district's base premium liability for health insurance benefits. The employee shall be responsible to pay the additional 1/3.

Thereafter, the Board's premium liability will be no more than 7% above the prior school years annual base premium. An employee will be responsible for any increase greater than 7% above the prior school year's prior annual based premium. Employee will pay the capped amount and the actually health insurance premium on a bi-

weekly basis through payroll deduction, which employee expressly authorizes by ratification of this agreement.

No insurance coverage will be provided to employees who normally scheduled to work less than 30 hours per week.

In addition, for employees working 35 hours per week or more, who received dental, vision, and life insurance in the 2006-07 school year, the Board will be responsible for 100% of said premium costs.

For employees working 30-35 hours per week, who received dental insurance in the 2006-07 school year the Board will pay 2/3 of said premium and the employee will pay 1/3 of said annual premium.

Furthermore, for those employees in this pool who received vision and life insurance in the 2006-07 school year, the Board will be responsible for 100% of said annual premium.

### **B. Benefit Pool Two**

Future hires and current employees who do not currently receive benefits, will, if eligible to receive benefits, working 30 or more hours per week, be placed in Benefit Pool Two and will receive Blue Cross Network Plan Basic health benefits with a \$10/\$40 drug rider. In addition, they are eligible to receive dental, vision and life insurance. All employees in Benefit Pool Two will make co-payments equivalent to 50% of the full benefit premium.

Employees in Benefit Pool Two will receive benefits based on the same established criteria as outlined above requiring a minimum 30 hours per week. Furthermore, employees in Benefit Pool Two will be subject to the same premium capped language as outlined above. Therefore, in future years, the Board's premium liability will no more than 7% above the prior school years annual based premium and employee will be responsible for any increase greater than 7% above the prior school years annual based premium. Employee will pay the difference between the capped amount and the actual health insurance premium on a bi-weekly basis through payroll deduction, which employee expressly authorizes by ratification of this agreement.

- D. Employees eligible to receive insurance benefits and are normally scheduled to work at least 30 hours but less than 35 hours per week, may elect to receive in lieu of insurance coverage, a cash payment in the amount of \$800 per year. Employees eligible to receive insurance benefits and who are normally scheduled to work 35 or more hours per week, may elect to receive in lieu of such insurance coverage, a cash payment in the amount of \$1,200 per year.

**Employees holding the Adult Education Assistant and Latch Key/Kids Konnection/Kindercrew classifications are not entitled to benefits or payments in lieu of benefits provided for in this article.**

## **ARTICLE 27 - WAGES AND OTHER FINANCIAL MATTERS**

Employees covered by this Agreement shall receive an increase in their hourly rate for the 2006-2007 school year of 35 cents per hour, retroactive to the first day worked in the 2006-2007 school year. For the 2007-2008 school year, employees will receive a wage increase of 25 cents per hour. For the 2008-2009 school employees will receive a wage increase of 30 cents per hour.

The parties hereby agree that the wage rate for all new hires in the instructional group, other than the preschool teacher, will be a common starting wage to be determined at a future date by the parties and incorporated herein as part of the Master Agreement. The parties also agree that the wage rate for new hires in the assistant group will be a common starting wage, to be determined at a future date and incorporated herein as part of the Master Agreement at a rate lower than the instructional group.

Longevity—Effective July 1, 2007, each employee will be entitled to receive a lump sum separate check payment in June of the year that they complete the following years of service to the district as a longevity payment in the amounts listed below:

<b>Years seniority</b>	<b>Amount</b>
10-14 years seniority	\$250.00
15-19 years seniority	\$350.00
20-24 years seniority	\$500.00
25 plus years seniority	\$750.00

## **ARTICLE 28 - GRIEVANCE PROCEDURE**

### **Section A. Definitions**

1. A "grievance" is defined as a complaint alleging that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
2. The term "employee" may include a group of employees who are similarly affected by a grievance.
3. The term "days" when used in this section shall, except as otherwise indicated, mean Monday through Friday, inclusive. However, legal holidays and recesses, including the summer recess, shall not be considered as days under this section.
4. "Group grievances" are defined as those grievances which cover more than one employee and which pertain to like circumstances and facts for the grievants involved. Group grievances shall, insofar as practical,

name all employees and/or classifications and all work locations covered and may, by mutual waiver of a lower Level, be filed at an agreed upon advanced Level where the action giving rise to the grievance was initiated or where the relief requested by the grievance could be granted. Group grievances shall be so designated at the first appropriate Level of the grievance procedure, although names may be added or deleted prior to a Level Three hearing.

## **Section B. Purpose**

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, prompt and equitable solutions to the grievances raised. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

## **Section C. Procedure**

In the event a grievance is filed on or before the first of June, which if left unresolved until the beginning of the following school term could result in irreparable harm to the employee or group of employees concerned, the time limits set forth herein shall be appropriately reduced.

### **1. Level One:**

The employee with a grievance shall first discuss the matter with the immediate supervisor, either individually or with a Union representative, with the objective of resolving the matter informally. The immediate supervisor shall make the decision known to the employee within five (5) days. Any grievance not filed within ten (10) days of its occurrence shall be automatically closed.

### **2. Level Two:**

In the event the grievance is not satisfactorily resolved at Level One, the grievance shall be reduced to writing, signed by the grievant and submitted within ten (10) days to the Assistant Superintendent of Administrative Services. The Assistant Superintendent of Administrative Services, the International Union Representative and the Union Bargaining Committee shall, within ten (10) days following receipt of the grievance, arrange for and hold a grievance hearing. The Assistant Superintendent of Administrative Services shall give a written disposition within five (5) days of the conclusion of the hearing.

The Level Two (2) answer will be in sufficient detail to reasonably apprise the Union of the nature of the contentions made in support of the Employer's position and the basic facts relied upon in support. It is the purpose and intent of this subsection to assure that there shall be full discussion and consideration of the grievance, on the basis of full disclosure of the relevant facts by both parties.



### **3. Level Three:**

After a decision has been communicated to the Union by the Assistant Superintendent of Administrative Services pursuant to Level Two above, either the Board or the International Union Representative, prior to the Level Four arbitration hearing, may seek outside mediation assistance. Either party may invoke the mediation of a grievance(s) through the auspices of the Michigan Employment Relations Commission's mediation services or a mutually acceptable alternative. Mediation shall be requested when resolution of the problem(s) is desired, short of arbitration, and one or both of the parties believes an outside, impartial observer may assist in the resolution process.

It is agreed that the mediation process, as referenced above, shall not be used to hinder, slow down, or limit the timeliness of the arbitration process unless mutually agreed to by the parties.

Should the Union wish to file for arbitration prior to or during mediation, the parties agree it may do so. The Level Four arbitration process may be held in abeyance by joint agreement until the mediation process is concluded.

### **4. Level Four:**

If the grievance is not satisfactorily resolved above, only the Union may request, within thirty (30) days, that the matter be submitted to impartial arbitration. If the grievance is to be submitted to impartial arbitration, a request shall be sent to the Federal Mediation and Conciliation Services (FMCS) requesting their services. The selection of an arbitrator and the conducting of the hearing will be in accordance with their procedures. The decision of the impartial arbitrator shall be final and binding on all parties. The impartial arbitrator shall have no power to add to, subtract from, disregard, alter, change or modify any of the terms of this Agreement.

It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited by this Agreement, after due investigation, to make a decision in cases of alleged violation or interpretation of the specific articles and sections of this Agreement.

#### **a. The Arbitrator**

- 1) Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- 2) Shall have no power to establish salary schedules or fringe benefits or change any salary schedules or fringe benefits.
- 3) In rendering decisions, the Arbitrator shall give due regard to the terms of this Agreement.

- 4) If the Board disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- 5) There shall be no appeal from an arbitrator's decision if within the scope of authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Board. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator.
- 6) The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other.
- 7) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
- 8) No decision in any case shall require a retroactive wage adjustment in any other case, unless, by mutual agreement, the other case was held pending the outcome of the representative case.

#### **Section D. Group Grievance**

If a grievance affects a group of employees or the bargaining unit as a whole, the Union may submit such grievance in writing to the Assistant Superintendent of Administrative Services directly, and the processing of such grievance shall be commenced at Level Two.

#### **Section E. Rights to Representation**

An employee may be represented at all meetings and hearings at all levels of the grievance procedure; provided, however, that an employee may in no event be represented by an officer, agent, or other representative of any organization other than the Union. All essential witnesses may be required to attend grievance meetings.

#### **Section F. Release Time**

An aggrieved employee and/or an employee duly authorized by the Union and representing the Union at a meeting or hearing involving grievance matters, including such arbitration as is required under this Agreement, held during a school work-day shall be released from the employee's regular duties without loss of salary or leave days provided that not more than one such Union

Representative shall be so authorized for each hearing or meeting unless specific approval is obtained from the Superintendent or his designee.

### **Section G. Time Limits**

Grievances may be withdrawn once without prejudice at any Level of the grievance procedure. A grievance, which has not been settled and has been withdrawn, may be reinstated based on new evidence not previously available within thirty (30) calendar days from the date of withdrawal.

Grievances not appealed within the designated time limits in Levels Two (2) or Three (3) of the grievance procedure will automatically result in the grievance being considered closed. Grievances not answered by the Employer within the designated time limits in any level of the grievance procedure shall be considered automatically appealable and processed to the next level. Where the Employer does not provide the required answer to a grievance within the time limit provided at Levels One (1), Two (2), or Three (3), the time limits for appealing to the next Level shall be extended for ten (10) additional workdays. It is the intent of the parties that all grievances will be answered at each Level.

The time limits at any level or for any hearing may be extended by written mutual agreement of the parties involved at that particular Level.

In those instances where the International Union, UAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee, has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the International Union may inform the Employer in writing that such grievance is reinstated in the grievance procedure at the level at which the original disposition of the grievance occurred.

It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior written agreement of the Union and the employee(s) involved that none of them will thereafter pursue any claim for damages arising out of the grievance against the Employer, in the grievance procedure, in any court, or before any Federal, State or municipal agency for the period between the original disposition of the grievance and the reinstatement date.

### **Section H. Miscellaneous**

1. The Assistant Superintendent of Administrative Services and the Union may request that a grievance or potential grievance be discussed at a Labor/Management meeting(s) in an attempt to resolve the matter. It is expressly understood that if a grievance, or potential grievance, is discussed by the Labor/Management Committee the time limits for filing, responding and appealing shall not run while the issue is before the Labor/Management Committee.
2. All meetings involving grievances will be held during the school day during unassigned time whenever possible, or after school hours, or during the school day during assigned time by mutual agreement.

3. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be created by mutual agreement.
6. Letters of Agreement and/or Understanding shall be grievable unless otherwise stated in said letter(s).
7. There shall be no appeal beyond Level Three (3) on dismissals of initial probationary employees which occur during or upon completion of the probationary period.
8. If the Union requests information from an aggrieved employee's personnel file, such information shall be made available to the Union without undue delay.
9. If either party requests in writing documentation of any facts on which the other party has relied during the grievance procedure, including names of witnesses, such information shall be timely provided.
10. It is agreed that any information timely requested by the Union in accordance with the above provision which is not made available shall not be admissible by the Board as evidence in any grievance or arbitration hearing.

## **ARTICLE 29 - HOLIDAYS**

### **Section A. Paid Holidays**

All bargaining unit employees will receive the following holidays as allowed legal holidays: Labor Day; Thanksgiving Day; Christmas Day; New Year's Day; Martin Luther King, Jr. Day; Good Friday; Easter Monday; and Memorial Day beginning with the 2007-2008 school year.

When an allowed legal holiday falls on a Saturday, bargaining unit employees will not be required to work the Friday preceding unless school is in session; if the workday falls on Sunday, bargaining unit employees will not be required to work on the following day unless school is in session.

Part time employees will be paid holiday pay in accord with their regular work schedules (i.e. if the holiday falls on a regularly scheduled workday, they will be paid for the holiday. If they normally work 4 hours a day, they will be paid 4 hours of holiday pay).

## **Section B. Calamity Days**

All bargaining unit employees scheduled to work on a calamity day shall be paid for all time lost when all schools of the district are closed owing to inclement weather or other public calamity.

Bargaining unit employees may be required to report for work on a calamity day. In the event they are required to work, they will be provided with a compensatory day off to be used on a mutually agreeable date in the remainder of the school year.

A bargaining unit employee who has been granted sick leave, personal leave, or vacation on a day in which a calamity day has been declared shall not be charged with such leave on such calamity day unless the bargaining unit employee on such leave is required to work on such calamity day.

## **ARTICLE 30 - GENERAL**

### **Section A. Agreement Supersedes**

This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to the expressed provisions of this Agreement. It shall likewise supersede the terms of any individual employee contracts, which are contrary to, or conflict with, the expressed provisions of this Agreement.

### **Section B. Agreement Distribution**

The parties shall mutually proof this Agreement against the Tentative Agreement ratified by the parties prior to final printing and distribution. Copies of this Agreement shall be made at the expense of the Board and presented to all employee's now employed or hereafter employed by the Board as well as their supervisors.

### **Section C. Contrary to Law**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The invalidation of such part or portion of the Agreement shall not invalidate the remaining portions of this Agreement, it being the express intent of the parties that all other provisions not thereby invalidated shall remain in full force and effect. The parties shall promptly enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

### **Section D. State and Federal Laws**

This Agreement is subject in all respects to the Constitution and laws of the United States and the State of Michigan with respect to the powers, rights, duties



and obligations of the Board, the Union and employees in the bargaining unit, including grant requirements or administrative regulations and in the event that any provision of this Agreement shall, at any time, be in conflict with state and/or federal administrative decrees and/or judgments or decrees of a court of competent jurisdiction, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect. However, prior to the effective date of any newly enacted laws, decrees or judgments related to the working conditions of bargaining unit members, the Board shall provide the Union with reasonable notice in order to afford the Union the opportunity to meet and consult with the Board as to the implementation and impact of same before its effective date. The parties agree that emergency situations may arise where prior notification and consultation are not possible, in which case the Union shall be consulted as soon as practicable.

### **Section E. Qualifications Requirements**

**A. Instructional Employees.** Each employee that aids in providing instruction to students must meet the following requirements:

1. Must be "No Child Left Behind" qualified.
- 2.

**B. Non-Instructional Employees**

**[Qualifications to be determined during Labor/Management meetings]**

### **Section F. Indemnification**

The Board shall take appropriate actions for the purpose of indemnifying employees acting within the course and scope of their employment from all personal judgments and liabilities to which they may be subjected. The Board will provide legal counsel, at its expense and choosing, to any employee who is sued in a civil action if the employee's action was within the scope of their employment. The Board shall indemnify employees for money damages with respect to any negotiated settlement of a civil suit agreed to by the Board where the Board appointed legal counsel and the employee's action was within the scope of their employment.

### **Section G. Term of the Contract**

The terms of this Agreement shall become effective upon ratification by the Union and will remain in effect until June 30, 2009.

### **Section H. Effect of the Contract**

This document constitutes the complete and entire Agreement between the parties. All rights and duties are specifically expressed in this Settlement. All prior representations, statements, negotiations, understandings, and undertakings are superseded hereby. The Employer and the Union agree that each of the parties, during the negotiation of this Agreement, had an unlimited opportunity to raise any and all issues or questions concerning wages, hours, and working conditions.

This Agreement is subject to all applicable Federal and State laws, rules and regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

**Section I. Neutrality**

All classifications performing work, which is not supervisory, managerial, confidential or otherwise excluded by the Public Employee Relations Act, will be included in the bargaining unit after a card check of the employees holding those classifications within the bargaining unit is conducted by a neutral third party demonstrating the Union's majority status.

IN WITNESS WHEREOF, the parties hereto have set their hands:

\_\_\_\_\_  
W. Charles Moeser, President  
Board of Education

\_\_\_\_\_  
Vance Williams  
International Union, UAW

\_\_\_\_\_  
Vicki Brennan, Secretary  
Board of Education

\_\_\_\_\_  
Anthony M. Feyers, Region 1  
International Union, UAW

\_\_\_\_\_  
Gary Meier, Superintendent  
Ferndale Public Schools

\_\_\_\_\_  
Camille Gunter, Chairperson  
UAW Local 889 Unit

\_\_\_\_\_  
Henry Gold, Deputy Superintendent  
Ferndale Public Schools

\_\_\_\_\_  
Donna DeLuca  
Bargaining Comm. UAW Local 889

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Jean Harrison,  
Bargaining Comm. UAW Local 889