

**Agreement between
The Board Of Education
and**

**Ferndale Association of Educational Secretaries
(F.A.E.S.)**

M.E.A./N.E.A.

2012-13

FERNDALE PUBLIC SCHOOLS



TOGETHER

FERNDALE PUBLIC SCHOOLS

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PREAMBLE

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

WHEREAS, the Board recognizes the skills and expertness of the secretaries and views their contribution to educational matters as a mutual concern; and

WHEREAS, Act 379, Public Acts of 1965, as Amended, 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, extensive negotiations between the representatives of the parties have resulted in certain understandings between the Board and the Association; and

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

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

AGREEMENT

This Agreement is made and entered into this 7th day of August 2012, by and between the Ferndale Public Schools, hereinafter called the "Board" and the Ferndale Association of Educational Secretaries - Michigan Educational Support Personnel Association (F.A.E.S. - M.E.S.P.A.), hereinafter called the "Association."

ARTICLE ONE—RECOGNITION

1.1 *Board Recognition*

The Board recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, As Amended, for all secretarial and clerical personnel, both full and regular part time, with the exception of a total of four Administrative Assistants assigned to Central Office.

1.2 *Exclusive Negotiations*

The Board agrees not to negotiate with any organizations other than that designated as the representative pursuant to Act 379, Public Acts of 1965, As Amended, for the duration of this Agreement.

1.3 *Association Representation*

The Association is required, under this Agreement, to represent all of the employees as delineated in Section 1 of this Article. The terms of this Agreement have been made for all employees in the classifications who are recipients of the benefits and are represented by the Association, which was the choice of a majority of the employees.

1.4 *No Discrimination*

There shall be no discrimination by the Association or the Board toward any employee(s) because of sex, race, creed, color, marital status, height, weight, age, or number of dependents. All will be equally considered under the provisions of this Agreement and the several laws of the State of Michigan and the United States Government.

ARTICLE TWO—RIGHTS OF THE BOARD

2.1

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.

2.2

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE THREE—ASSOCIATION SECURITY

3.1

As a condition of employment, each member of the bargaining unit must, within thirty (30) calendar days of the ratification of this Agreement or thirty (30) calendar days after employment in the bargaining unit (whichever is later), and monthly thereafter during the life of this Agreement, tender to the Association either membership dues and assessments (limited to one assessment authorization per year) uniformly required or in the alternative, a representation fee.

3.2

The effective date for termination of employment of any employee who fails to comply with this Article shall be thirty (30) workdays after receipt of written notice to the Board as provided in Section 3B of this Article.

3.3

No employee shall be terminated under this Article unless:

- A. The Association first has notified the employee by letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required Association dues or the Representation fee, and specifying the current amount of such delinquency, and warning that unless such dues or representation fee or a properly executed authorization are tendered within thirty

calendar days of such notice, he/she will be reported to the Board for termination as provided in this Article and,

- B. The Association has furnished the Board with a copy of the letter sent to the employee and notice that he/she has not complied with the Association's request. When requesting the Board to terminate the employee, the Association shall further specify the following by written notice:

"The Association certifies that (name) has failed to tender either the periodic uniformly required Association dues or Representation fee required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of the Agreement, the Board shall terminate this employee."

3.4

The Board agrees that, within five working days of the next regular Board meeting following the receipt of the notice provided in Section 3B, it shall notify the employee that his/her services shall be terminated as set forth in Section 2.

3.5

The Association agrees to indemnify and save the Board, each individual school board member and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

3.6

It is understood that the bargaining unit member positions set forth in Article 1, Section 1, have the responsibility for performing the duties normally associated with those positions. These duties shall be assigned only to a person who is a member of the bargaining unit, except when the Board hires a substitute for a unit member who has reported absence. No co-op student, WIA (Workforce Investment Act) participant, aide or other personnel shall be employed to replace any member of the bargaining unit whose employment is terminated or interrupted because of a reduction in staff. This section is not intended to prohibit teachers from doing their own clerical work.

3.7

- A. Casual labor can be hired to assist with duties related to registration and will not be permitted to perform secretarial work. They will not be working in this capacity or any other capacity thirty (30) days after student count day for first and second semester.
- B. Summer secretarial work for registration or summer school will first be offered to FAES members at their regular rate of pay.

3.8

In the event that the Ferndale Public Schools are forcibly or voluntarily annexed, consolidated, transferred, or through action taken by the courts, the State of Michigan, State Board of Education, Intermediate School District, or electorates to or with another district(s), the Board shall use its best efforts to protect current secretaries' employment rights provided for in this Agreement.

3.9

If the reorganization of the school district, reclassification of secretarial duties, the closing of a school(s), and/or department shall result in layoffs, said layoffs shall be conducted in accordance with Article Twelve, Reduction in Staff and Recall.

3.10

When facilities are desired for Association meetings, requests for such facilities shall be made in accordance with established Board policy.

3.11

Copies of the Agreement shall be reproduced at the expense of the Board and distributed to all members of the bargaining unit.

3.12

Officers of the Association will be permitted to leave their respective buildings during the scheduled workday to handle Association business after receiving the approval of the principal or immediate supervisor.

3.13

The Association, as a group, shall have a maximum twenty (20) scheduled work days per school year of release time as paid personal days to allocate to its members for business of the Association. Association members will apply for such release time on the regular personal leave application form in the usual manner; however, the application form must have the signature of the Association president before it is

submitted to the building administrator for approval.

ARTICLE FOUR—CHECK OFF

4.1

During the life of this Agreement, the Board will deduct current uniform and periodic Association dues and assessments (limited to one authorization per year) or a Representation fee, and voluntary Public Affairs (P. A. C.) contributions from the pay of each employee who voluntarily executes and delivers to the Board an authorization form.

4.2

The Association shall notify the Board in writing of any Association dues or Representation fees certified by the Association as the uniform dues or representation fee, P. A. C. contributions, required of the bargaining members and the Board will act in accordance with the written certification.

4.3

Payroll deductions shall be made only from the pay due employees on the last pay day of each calendar month; provided however, the initial deduction for any employee shall not begin unless a properly executed "Voluntary Authorization for Deduction of Association Dues" or "Voluntary Authorization for Deduction of Representation Fee", and a properly executed "Voluntary Authorization for Deduction of Public Affairs Committee Contribution" has been delivered to the Board at least fifteen (15) calendar days prior to the last pay day of the calendar month. Changes in the amount of the Association dues or Representation fee also must be delivered to the Board at least fifteen (15) days prior to the last pay day of the calendar month in which the change is to become effective.

4.4

An employee may revoke the "Voluntary Authorization" for deduction of Association dues or Representation fee and/or the "Voluntary Authorization" for P. A. C. contributions at any time during the last two weeks of June by written notification to the Board on a form provided by the Board, provided notice of such revocation is given to the Association. Payroll deductions shall terminate when a revocation has been delivered to the Board at least fifteen (15) calendar days prior to the payday when such revocation is to become effective.

4.5

All sums deducted by the Board shall be remitted to the Association Financial Officer once each month by the fifteenth (15) calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom deductions were made.

4.6

The Board shall not be liable to the Association by reason of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay of the employee. In addition, the Association shall indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits and other forms of liability by reason of any action taken or omitted by the Board for the purpose of complying with the provisions of this Article.

4.7

The Board agrees that it will not, during the life of this Agreement, deduct dues or representation charges from employees for any organization other than the Association.

ARTICLE FIVE—STRIKE PROHIBITION

During the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence, in whole or in part, from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the condition, or compensation, or the rights, privileges or obligations of employment) for any purpose whatsoever.

The Board will not lock out any employees during the term of this Agreement.

ARTICLE SIX—PROFESSIONAL RELATIONS COMMITTEE

6.1 Professional Relation F.A.E.S. Members

The Board and the F.A.E.S. will establish a Professional Relations Committee not to exceed six (6) members (three [3] from the Association and three [3] from the administration). The Committee will meet within ten (10) days of a request by either of the parties or by mutual agreement of the co-chairpersons. The

purpose of this committee is to discuss and study matters of mutual interest concerning the Ferndale Public Schools, included but not limited to the provisions of this contract and the personnel policies.

6.2 Purpose of Professional Relations Committee

The purpose of these meetings shall be to provide a means whereby:

- A. The items of concern to the F.A.E.S. may be brought to the attention of the Administration for consideration
- B. Items of concern to the Administration may be brought to the attention of the F.A.E.S. for consideration
- C. Information may be exchanged; and
- D. A high level of mutual understanding may be maintained.

6.3 Procedures of Professional Relations Committee (PRC)

The operating procedures and meeting times for discussion of the committee shall be determined by the committee and reflected in the minutes of the initial meeting. The committee shall be co-chaired by a member of the Association and a member of the administration.

ARTICLE SEVEN—GRIEVANCE PROCEDURE

7.1 Definitions

- A. A "grievance" is a dispute or claim involving the application or interpretation of this Agreement and/or the personnel policies issued from time to time.
- B. The term "secretary/employee" may include a group of secretaries who are similarly affected by a grievance.
- C. The term "days" when used in this section shall, except as otherwise indicated, mean Monday through Friday, inclusive. However, legal holidays and recesses, except the summer recess shall not be considered as days under this section.

7.2 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 secretary having a grievance to discuss the matter informally with any appropriate member of the administration.

7.3 Structure

- A. The F.A.E.S. designates its president or the president's designee as its representative.
- B. The Board hereby designates as its representative the secretary's immediate supervisor.
- C. The Board of Education hereby designates as its representative, the Superintendent, or his designee, when the particular grievance arises in more than one school building.

7.4 Grievance Procedure

All grievances shall be presented in accordance with the following procedure:

Step One: An employee claiming a grievance shall discuss the matter with his/her immediate supervisor within ten (10) working days of the event upon which the grievance is based. Within five (5) working days after presentation of the grievance, the supervisor shall give the answer orally to the employee.

Step Two: If the grievance is not resolved at Step One, it may be submitted within five (5) working days after the supervisor's answer is communicated to the Deputy Superintendent and the Association on a written "Statement of Grievance" signed by the employee. A copy shall be given to the supervisor involved at the same time. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions and shall indicate the relief requested. The Deputy Superintendent shall establish a date for meeting with the aggrieved within five (5) working days of receipt of the grievance and so notify the Association. The meeting shall be held no later than fifteen (15) days of the receipt of the grievance. A copy of the decision shall be furnished to the grievant and to the Association, within five (5) days of the meeting.

Step Three: If the grievance remains unresolved at the conclusion of Step Two, it may be submitted to arbitration at the request of the Association provided written notice of the request for submission to arbitration is delivered to the Board within ten (10) working days after the receipt of the decision under Step Two.

If the grievance is to be submitted to impartial arbitration, a request shall be sent to the American Arbitration Association 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. The expenses and fee, if any, of the impartial arbitrator shall be shared equally by both parties.

7.5 Right to Representation

A secretary may be represented at all meetings and hearings at all levels and stages of the grievance and arbitration procedure personally, by another secretary or by another person; provided however that any secretary may in no event be represented by an officer, agent, or other representative of any organization other than the F.A.E.S., or its affiliates. Provided further, when a secretary is not represented by the F.A.E.S., the F.A.E.S. shall have the right to be present and to state its view at all stages of the grievance processing. All essential witnesses may be required to attend grievance meetings.

The aggrieved secretary and/or a secretary duly authorized by the F.A.E.S. and representing the F.A.E.S. 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 regular duties without loss of salary or leave days provided that not more than two such secretaries shall be so authorized for each such hearing or meeting unless specific approval is obtained from the Superintendent.

7.6 Time Limits

The time limits set forth above shall be strictly observed. Any grievance not processed to the next level within the time limits shall be considered automatically closed. If the Board fails to render the disposition within the time limits, the F.A.E.S. may automatically process it to the next step in the procedure. The foregoing time limits may be extended by written agreement between the F.A.E.S. and the Deputy Superintendent.

7.7 Miscellaneous

- A. All meetings involving grievances will be held during either unassigned time during the school day or after school hours. Meetings may be held, if necessary, during the school day by mutual agreement.
- B. 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.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- D. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate operation of the procedures set forth herein.

ARTICLE EIGHT—WORKING SCHEDULES AND CONDITIONS

8.1

The work day for all full time employees covered by this Agreement shall be seven and one half-hours, exclusive of a one-hour lunch period. During the months of July and August, the work day for all full time employees shall be seven and one half hours, exclusive of a one half hour lunch period. There will be an established starting and quitting time for all secretarial employees in accordance with the work assignment and physical location of their work. Work schedules shall provide for two twenty-minute rest periods during each workday.

8.2

The standard work week for full time employees covered by this Agreement shall consist of thirty seven and one-half hours (37 and 1/2) per week. Eligibility for overtime will begin after 40 hours per week .

8.3 The work year for all employees shall be as follows:

The standardized secretarial calendar is premised on a work schedule based on the student's school year and the administrative schedule. There will be no defined paid vacation days. Employees will be paid for actual days worked, beginning with the 2006-07 school year. Each employee will be obligated to meet with their supervisor to establish a work schedule for the following school year, no later than the employees last scheduled work day in June of each year. The calendar shall be mutually agreed upon between the administrator and employee and signed by the administrator and employee. The total number of days to be worked shall be based on the following schedule:

Work Schedule	Years Seniority	Work Days
10 Month*	1-4 years	197
	5-9 years	193
	10 or more	189
11 Month*	1-4 years	217
	5-9 years	212
	10 or more	208
12 Month	1-4 years	236
	5-9 years	231
	10 or more	226

*If an employee works during the month of July, that employee is entitled to holidays as follows: If an employee works a minimum of 8 days in July the employee will receive 1 additional observed holiday. If the employee works a minimum of 12 days the employee will receive 2 additional observed holidays.

The starting date for the succeeding year shall be set by the secretary's immediate supervisor after consultation with the Deputy Superintendent no later than June 15 of the preceding year.

Where mutually agreed, secretaries may wish to extend the length of the work year by not working during slow or slack periods within a building. Such deviation must be mutually agreed upon by the secretary and the supervisor provided the Office of Administrative Services is advised and has issued a prior approval. By mutual agreement between the secretary and the building principal, secretaries may work up to an additional 5 days before and/or after the end of the school year. These days will be compensated at the employee's regular rate of pay.

8.4

Secretarial employees will call their immediate supervisor when they are unable to report for work.

8.5

All secretaries absent for two (2) weeks or more because of sickness or injury, or when showing definite signs of impaired health, shall obtain a physician's certificate issued after an additional examination to establish evidence of continued fitness to work.

8.6

Members of the bargaining unit shall be included as named insured in the liability policy of the school district in order to extend the protection of this policy to such employees, provided actions are in the discharge of assigned duties and consistent with Board policy of which the secretary has knowledge. The Board shall provide the Association with a copy of the liability policy and applicable Board policy.

8.7

- A. When the principal is out of the building and a student is injured during school hours, which requires first aid treatment, the secretary will render such first aid, as is possible. The rendering of such first aid does not include the application or administration of medicine (unless by written instruction of the student's parent or family doctor).
- B. In the event the student's injury is such it requires emergency treatment by a physician and the parents cannot be reached by the secretary for a decision, the secretary will secure the approval of the person who has been designated by the principal to act in his/her absence, before the student is taken to the physician for the emergency treatment. The Board will support the first aid action taken and the decision to send the student for emergency treatment.
- C. The Board agrees to make available reasonably necessary safety materials to help protect the secretarial staff.

8.8

When schools are closed because of inclement weather or other acts of God, employees are expected to

report for work, if it is at all possible, with pay at the regular hourly rate. However, if an employee cannot report for work because of an act of God, he/she shall be paid at his/her regular hourly rate.

When schools are closed because of inclement weather or other acts of God, employees are permitted to leave work early when approved and notified by the Superintendent of Schools or the designee.

8.9

Secretaries will not be required to search a student, a student's property, or a student's locker. Administrators will be directed to refrain from using secretaries as witnesses, whenever possible.

8.10

The Board will determine, within the scope of its budget, the necessary furniture, equipment and supplies necessary to carry out secretarial duties. Necessary equipment will be serviced in as timely a fashion as is practical within the priorities of the school district. Such priorities will be determined by the Board.

8.11

Secretaries shall be evaluated in writing by their immediate supervisor prior to the close of the probationary period and by June 1, each year thereafter. The secretary shall, within five working days after completion of the evaluation form, be provided a copy of the evaluation form. Failure to give the secretary a timely written evaluation shall be considered evidence that the secretary's performance is at least satisfactory. Concerns about performance shall be brought to the secretary's attention in a timely manner. The Administration and Association shall jointly develop the evaluation instrument.

**ARTICLE NINE—VACANCIES, TRANSFERS, REDUCTION IN STAFF,
TEMPORARY CLASSIFICATION**

9.1

A vacancy shall be defined for purposes of this Agreement as: a position previously held by a bargaining unit member or a newly created position within the bargaining unit, which the district intends to fill. Such vacancies shall be posted within thirty (30) days.

9.2

Whenever a vacancy occurs (as defined in Section 1) the Office of Administrative Services shall notify the Association and all bargaining unit members. When such vacancy develops during the summer months, the announcement of such vacancy shall be sent to the Association president(s) and to each member of the bargaining unit at the address furnished the Superintendent by the Association. No vacancy shall be filled until it has been posted for at least five (5) working days. The Board will notify unit members when exempt positions open in the district. However, the Board shall not be compelled to hire unit members to fill exempt positions.

9.3

The Board supports the concept of promotion of qualified applicants from within the bargaining unit when openings occur within the bargaining unit. Experience, competency, qualifications and seniority will be considered in making the selection to fill a vacancy.

When qualifications are equal, the seniority employee will be placed in the opening.

9.4

Written requests may be made for transfer giving the reason for such request, the location requested and personal qualifications. Such requests shall be submitted to the Deputy Superintendent. Employees desiring that requests be kept active shall renew the request annually.

- A. Transfers to another position within the district shall be at the nearest salary schedule step as that held by the employee at the time of transfer. In no case shall the employee make less money unless transferred to a lower classification.
- B. The authority for effecting all transfers shall rest with the Superintendent or the Superintendent's representative.

9.5

Bargaining unit members who are currently employed and have requested, in writing, that they be considered for the posted vacancy, shall be interviewed before laid off bargaining unit members are recalled and prior to outside applicants being interviewed. Bargaining unit members shall be notified, in writing, if the request for transfer has been denied. If the transfer is made laterally, no further postings shall be required. The vacated position shall be posted immediately. An employee receiving a lateral move, under this provision shall not be eligible to request another lateral transfer for a one-year period. Outside candidates will not be hired to fill vacancies if qualified laid off bargaining unit members in equal

or higher classifications are available.

9.6

In the event a new permanent secretarial or clerical position covered by the bargaining unit is established not presently covered in the classification schedule, the Association will be invited to discuss the classification before the position is filled on a permanent basis. The decision of the Superintendent, or the Superintendent's representative, shall be final.

9.7

An employee assigned to a higher level classification on a temporary basis for ten (10) or more consecutive working days shall be paid at the wage rate of the higher level classification. Such payment shall be retroactive to the first day of the temporary assignment.

9.8

An employee may be assigned work of another bargaining unit position for less than a ten day period regardless of classification so long as the temporary assignment does not result in additional work time for the employee unless compensated for the additional time. Travel time from the employee's regular work location to the temporary location and back shall be part of the regular workday. Mileage shall be paid at the effective IRS maximum allowance.

ARTICLE TEN—PROBATIONARY PERIOD

10.1

New employees hired into the bargaining unit shall serve a probationary period of ninety (90) continuous calendar days, uninterrupted by any type of service break, during which time they will be termed "probationary employees". For ten (10) month employees the months of July and August shall not count toward the probationary period, nor shall July and August be considered a service break.

10.2

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

ARTICLE ELEVEN—SENIORITY

11.1

Seniority shall be on a classification and district-wide basis, in accordance with the employee's last date of hire in the district and classification to which the employee is presently assigned.

11.2

The Board shall keep the seniority lists up to date at all times and shall provide the employees with up-to-date copies annually in October of each year, and updated periodically.

11.3

An employee shall lose seniority for the following reasons only:

- A. The employee quits or retires
- B. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement
- C. The employee is absent for three (3) consecutive days without notifying the immediate supervisor, unless such notification is determined to have been impossible for physical reasons. After such absence, written notification shall be sent to the employee at the last listed address that seniority has been lost and that the employee has been suspended in accordance with Article Eleven, Section 2.
- D. The employee obtains a leave of absence under false pretenses.
- E. The employee does not notify the Deputy Superintendent of a desire to return to work within thirty (30) days of the expiration of leave of absence.

11.4

Seniority credit shall be granted for any period an employee is on an approved leave of absence.

11.5

An employee's seniority shall entitle the employee to only such rights as are expressly provided in this Agreement.

11.6

- A. Each additional year of experience shall advance the employee one step on the salary schedule effective July 1st. Such advancement shall take place in the following manner.
- B. For all employees currently employed as of April 2006, each additional year of experience shall advance the employee one step on the salary schedule, effective each July 1st. For all

new employees hired after April 1, 2006, step increases will be received in the following manner: Employees hired between July 1st and December 31st of any school year will receive their first step increase effective July 1st of the following school year and each successive July 1st thereafter.

- C. Employees hired between January 1st and June 30th of any school year will receive their first step increase effective the second July following their date of hire and each successive July 1st thereafter.

ARTICLE TWELVE—REDUCTION IN STAFF AND RECALL

12.1

In the event of a necessary reduction in staff, probationary employees shall be laid off first in the affected classifications. Next, employees will be laid off in the affected classifications according to their district-wide seniority.

- A. An employee affected by a reduction in force, exercising district-wide seniority, must be qualified and capable of performing the remaining work and must displace the least senior employee in the classification regardless of 10, 11 or 12 month status. If the affected employee has less seniority in the category than the remaining employees, then he/she shall exercise his/her seniority in the next lower category regardless of 10, 11, or 12-month status. Employees involuntarily moved from 12 month to 10 or 11 months status will have first rights to any summer clerical work available if they are qualified for the assignment at their current hourly rate. Full time employees can displace part time employees. Part time employees cannot displace full time employees.
- B. An employee being laid off shall not be permitted to exercise seniority to bump into a higher classified position.

12.2

As job openings occur within the bargaining unit, employees on layoff status, laid off from classified positions equal or higher than the open positions, and qualified to perform the duties of the open positions, will be recalled and placed in the open positions in reverse order of layoff. That is, the last laid off will be the first recalled.

- A. Rights to recall of seniority employees shall be equal to the employee's length of service or twenty-four (24) months, whichever is less.
- B. Employees being recalled from layoff will be given ten (10) days from the mailing date of a certified letter of recall, return receipt requested, to report to the positions. Failure to report within the ten- (10) day period will terminate the employees' seniority and rights to recall. The certified letter will be sent to the latest recorded address of the employee.
- C. No employee shall be laid off without a thirty- (30) day written notice.

12.3

The authority for effecting all reductions in staff, transfers, and promotions shall rest with the Superintendent or the Superintendent's representative after advising the bargaining unit of the Superintendent's decision.

12.4

No co-op students, WIA participant, aides, and/or employees of outside agencies shall be employed to replace any member of the bargaining unit whose employment is terminated or temporarily interrupted because of a reduction in staff.

12.5

The Board agrees to provide the Association at least thirty (30) calendar days written notice prior to the close or potential for closing of any building or department.

ARTICLE THIRTEEN—DISCIPLINE AND DISCHARGE

13.1

Disciplinary action or measures shall include the following:

- A. Oral reprimand
- B. Written reprimands
- C. Suspension (notice to be given in writing)
- D. Discharge

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. The administration will notify the Association president or the Director in the event a unit member is to be disciplined.

13.2

The Board shall not suspend or discharge any employee without just cause. If, in any case, the Board feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and the Association will be notified in writing that the employee has been suspended and is subject to discharge.

Any employee found to be suspended or discharged without just cause shall be reinstated with back wages and full restoration of all other rights and conditions of employment.

ARTICLE FOURTEEN—HEALTH EXAMINATION

14.1

Health examinations of all members of the bargaining unit as a condition of employment shall be as provided below:

- A. A pre-employment health examination, as determined by the Board, shall be given to and passed by all employees as a condition of employment. Such examination will be given by an agent or agency designated by the Board.
- B. Require every employee to have a tuberculin skin test and/or a chest x-ray, as required by law.
 1. Negative tuberculin test reports will be accepted in lieu of x-ray reports.
 2. If the initial tuberculin test results in a positive reaction, it shall not be repeated and a chest x-ray must be obtained.
 3. Any female employee in the first three (3) or four (4) months of pregnancy is advised to have her doctor's approval before having a chest x - ray.

14.2

All costs of the above examinations shall be paid by the Board through the Board of Education agent; if any employee elects to follow the procedure under B above through her private physician the employee shall be responsible for paying the costs.

14.3

All medical reports, except for TB test results, filed in the Board offices shall become part of the employee's personnel records and made known to the employee within ten (10) days of enclosure by the person directing the enclosure. Medical records shall not be furnished other than as provided by the Employee Right to Know Act (P.A. 397 of 1978).

ARTICLE FIFTEEN—LEAVES OF ABSENCE - PAID AND UNPAID

15.1 General Provisions

Leaves of absence, except military leave, shall be subject to the following provisions:

- A. By the approval and adoption of this Agreement, the Board hereby rescinds all other leave policy and policies relative to leaves of absence of secretarial employees previously adopted.
- B. Eligibility for adoptive leave and family illness leave is dependent upon a satisfactory record of at least two- (2) year's continuous employment by the Ferndale Public Schools. Eligibility for Family Medical Leave, under Article Fifteen, Section 15 of this Agreement, is as spelled out as in the Family and Medical Leave Act of 1993.
- C. A second leave, or an extension of any type of leave, shall be granted only at the recommendation of the Superintendent.
- D. While on leave, a secretarial employee shall maintain full seniority status and upon return from the leave of absence shall be eligible for all benefits of this "Agreement," and shall return to the point on the salary schedule at which he/she left at the start of the leave.
- E. Notice of intention to return or resign must be submitted, in writing, to the Deputy Superintendent at least thirty (30) calendar days prior to the end of the leave period. Failure to provide such notice shall be the equivalent of resignation.
- F. All employees returning from leave, having complied with the provisions of this Agreement, shall be given an assignment by the Deputy Superintendent for which the employee is qualified if a vacancy exists or if a position is filled by an employee in the same or lower classification who has less seniority.

15.2

All leaves of absence will be categorized as either "Paid" or "Unpaid."

PAID LEAVES

15.3 *Sick Leave*

New employees will be granted sick leave after initially reporting for work. Thereafter, sick leave will be granted with pay at the beginning of each school year on a full work year basis. Leave will be prorated at one day per calendar month to a maximum of ten (10), eleven (11), or twelve (12) days per year. In cases where the employee leaves the school system before the completion of the school year and has used leave in excess of that actually earned on a monthly basis, a deduction will be made from the final pay and/or the Board will pursue other legal means of recovering the overpayment.

Any unused portion of the current year's allowance will be accumulated and credited to the employee's future sick leave.

The accumulated bank of sick leave days may be used in the event of sickness, illness or death in the immediate family of the employee. The Board may require proof of illness for any days taken as sick leave days providing the Board has notified the secretary, in writing, of its intent to request such proof after the next absence or the secretary has been absent for more than ten (10) consecutive days.

Pregnant Employees: Sick leave may be used by a pregnant employee who establishes, by medical report, that she is verifiably incapacitated and unable as a result of the incapacitation from continuing her normal job duties and assignments. She shall be granted sick leave as provided through the post-natal examination for as long as she is physically disabled from returning to work, or until such sick leave days are exhausted, whichever is earlier. In order to qualify for said sick leave usage; the secretary must comply with the following procedures:

- A. Notify the Board by the seventh (7th) month of pregnancy substantiated by a physician's statement of fitness to continue working and the anticipated date of delivery.
- B. A secretary shall be permitted to continue working as long as she desires and her physician permits.
- C. The secretary must return to work when permitted by her physician which is normally established at the first post-natal examination. A report of this examination, signed by the physician, which designates fitness to return to work, must be presented to the Office of Administrative Services prior to reporting. The secretary may elect to request a voluntary, unpaid leave of absence for the balance of the school year. (See also "Unpaid" leaves - Maternity, Section 8, and also childcare, Section 9, below.)

15.4 *Personal Business*

Personal business leave, to a maximum of three (3) days for ten month employees, three and one-half (3.5) days for eleven month employees and four (4) days for twelve month employees per year, must be applied for in writing, with specific reason a week in advance, whenever possible, for the Superintendent's approval or that of the designated representative.

Personal business shall cover the following areas:

- A. Court cases, government or other legal business that must be transacted during school hours.
- B. Moving, house closing, and/or governmental code inspection of the private residence of the employee (limited to two- (2) days-combined entitlement).
- C. Religious observance of an IRS approved tax-exempt religion; providing, however, such day requires the employee's absence from work.
- D. Death in the immediate family.
- E. Graduation from high school or college of members of the immediate family.
- F. Marriage of the employee or a member of the immediate family.
- G. Birth of a grandchild (limited to 2-day entitlement).
- H. Matters of an emergency nature allowable at the discretion of the Superintendent, or the designated representative.

Immediate family shall be limited to father, mother, husband, wife, child, daughter-in-law, son-in-law, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents or anyone living in the household considered a member of the immediate family.

A personal business leave day with pay shall not be granted for the day preceding and the day following

holidays or vacations, the first and last day of the work year, except for matters of an emergency nature allowable at the discretion of the Superintendent or the designated representative.

Any unused portion of the current year's personal business leave allowance will be accumulated and credited to the employee's future paid sick leave. This accumulation, however, will not increase the succeeding year's personal business day allotment.

15.5 *Worker's Compensation*

No deduction shall be made from the pay of any employee covered by this agreement, for absence resulting from injury received when on duty incidental to employment with the school district, for a period not to exceed five (5) calendar days from the date of such injury; however, if the injury continues beyond ten (10) calendar days and Workers' Compensation award is paid for the first week of absence, the employee shall endorse said check and turn it over to the district or reimburse the district by other means of legal tender; providing that a report be made to the Worker Compensation Coordinator by the immediate supervisor within twenty four (24) hours, stating the date, time, and conditions of injury and that a doctor's certificate be presented to the Board of Education with the recommendation that such employee should be absent; and a physician's certificate be issued if requested by the Board, after an additional examination, at a Board provided medical facility, to establish evidence of fitness to return to work. Further, that in case such injury extends beyond the five day period the Board will supplement the compensation award or other payment of an employee up to two (2) sick days per pay if the employee chooses to use their personal current allowance and accumulated bank during such period until such time the employee becomes eligible for Long Term Disability payment.

15.6 *Conferences*

Members of the Association may be able to attend conferences, when economically feasible. Application to attend a conference will be processed through the Association to the Superintendent or his/her designee in a manner similar to that employed in processing conference applications for other personnel. The Superintendent, or the designated representative, shall approve or not approve the application, based upon the content of the conference and its value to the district, and whether funds are available or not. Reimbursed conference expenses include mileage, registration fee, and meals provided these costs fall within the Board's conference attendance procedures and policies.

15.7 *Jury Duty*

A leave of absence will be granted an employee called for jury service. The Board shall pay an amount equal to the difference between the employee's daily salary and the daily jury fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the employee otherwise would have been scheduled to work. If not selected for duty, the employee shall report to the job and finish the day at work, unless it is not possible.

UNPAID LEAVES

At the discretion of the Board, or its delegated agent, it shall be the policy to grant leaves of absence for the following reasons:

15.8 Maternity

A voluntary, unpaid, long-term leave of absence shall be granted to pregnant employees who comply with the following provisions:

- A. A maternity leave shall be granted, without pay, upon written request to the Board for such leave. The maternity leave shall continue in effect until the first or second August following the birth of a child at the employee's option.
- B. A maternity leave of absence must be requested, in advance in writing, by the employee no later than the seventh (7th) month of pregnancy and must be substantiated by a physician's statement.
- C. A secretary returning from a maternity leave shall notify the Board in writing of her intention to return to work at least thirty (30) days prior to the expected return date.

15.9 Child Care

Child Care Leave may be granted for the balance of the school year plus the next school year or for a lesser period. Request for child care leave shall be given, in writing, to the Superintendent at least thirty (30) days prior to the effective date of the leave. The thirty- (30) day requirement shall be waived in the event of an emergency. Notice of intent to return shall be filed in accordance with Section 1.E. Childcare leave shall be granted when requested by the employee at the conclusion of a pregnancy disability paid sick leave pursuant to Section 3.C. above.

15.10 Foster/Adoptive Leave

Foster/Adoptive Leave, if requested by the foster/adoptive parent within thirty (30) days after the child is assigned, shall be granted for a period not to exceed one (1) year. By May 1 of the year of leave, or sooner, at the request of the employee and with the concurrence of the Superintendent, the employee shall file notice as per Section 1.E.

15.11 Family Illness

A leave of absence shall be granted for a period not to exceed one (1) year for illness in the immediate family. An employee requesting such leave shall file such request with the Superintendent, in writing. The Superintendent shall give an assignment for which the employee is qualified within thirty (30) days of notice of desire to return if a vacancy exists or if a position is filled by an employee in the same or lower classification who has less seniority. Notice of intent to return shall be filed in accordance with Section 1.E.

15.12 Health Leave

Health Leave, upon the recommendation of a physician, shall be granted up to one (1) year. An extension may be granted only upon the recommendation of the Superintendent. When the employee's health permits a return to work, the employee shall so notify the Superintendent, in writing, and submit a statement from a physician certifying fitness to return. The Board may request an additional exam from a Board appointed physician prior to allowing the employee to return. The Superintendent shall give an assignment for which the employee is qualified within thirty (30) days of final notice of fitness and desire to return if a vacancy exists or if a position is filled by an employee in the same or lower classification who has less seniority.

15.13 Military Leave

Any employee in the unit who terminates employment in the school district to perform active service in the armed forces of the United States is entitled to re-employment rights in accordance with state and federal laws governing military leaves of absence.

15.14 Association Leave

Elected or appointed officers of the MESPA shall, upon request, be granted a professional service leave of absence without pay for a period of one (1) year. Such leave may be extended, upon request, for an additional one- (1) year period. No further extensions will be granted, and the individual must either return to work or resign.

15.15 Family Medical Leave

Employees requesting leaves of absence, pursuant to the Family Medical Leave Act of 1993 (FMLA), who are found eligible, will be required to exhaust certain paid leave entitlements for which they may otherwise be eligible under the terms and conditions of the collective bargaining agreement during the FMLA leave time. The rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provisions dictated by the terms of the collective bargaining agreement. Further, any rights afforded by the FMLA will not be used to expand an employee’s contractual rights and benefits provided those rights and benefits meet or exceed the basic requirements of the FMLA.

ARTICLE SIXTEEN—HOLIDAY & VACATION DAYS

16.1

The following days shall be recognized and observed as unpaid holidays or holiday related days when they occur within an employee's normal work year.

- | | |
|----------------------------|--|
| Friday Preceding Labor Day | New Year's Eve Day |
| Labor Day | New Year's Day |
| Thanksgiving Day | M. L. King , Jr. |
| Day following Thanksgiving | Good Friday |
| Christmas Eve Day | Memorial Day |
| Christmas Day | *Independence Day |
| | *Day preceding or following Independence Day |

* When July 4 is Monday or Thursday, the 5th shall be off; July 4 is Tuesday or Friday, the 3rd shall be off; July 4 is Wednesday, the 3rd shall be off; July 4 is Saturday or Sunday, the following Monday and Tuesday shall be off. The Board, at its discretion, may invoke the July fourth (4th), Independence Day week as a week in which the facilities of the district are shut down for vacation. The Board may require when the facilities are closed for vacation that individual employees work in order to carry out the normal business of the district.

Employees scheduled to work on the Monday following Easter will be provided a floating holiday to be scheduled with the approval of their supervisor.

16.2

When holidays or related days fall on Saturday they will be observed but not paid on the preceding Friday, and if they fall on Sunday, they will be observed but not paid on the following Monday.

16.3 Work Schedule

The standardized secretarial calendar is premised on a work schedule based on the students’ school year and the administrative schedule. There will be no defined paid vacation days. Employees will be paid on the salary schedule as outlined in Article 18 (Compensation). Each employee will be obligated to meet with their supervisor to establish a work schedule for the following school year in accordance with the following work schedule, no later than the employee’s last scheduled work day in June of each year. The calendar shall be mutually agreed upon between the administrator and employee and signed by the administrator and employee. The total number of days to be worked shall be based on the following schedule:

Work Schedule	Years Seniority	Work Days
10 Month*	1-4 years	197
	5-9 years	193
	10 or more	189
11 Month*	1-4 years	217
	5-9 years	212
	10 or more	208
12 Month	1-4 years	236
	5-9 years	231
	10 or more	226

* If an employee works during the month of July, that employee is entitled to holidays as follows: If an employee works a minimum of 8 days in July the employee will receive 1 additional observed holiday. If the employee works a minimum of 12 days the employee will receive 2 additional observed holidays.

ARTICLE SEVENTEEN—INSURANCE PROTECTION

17.1

The District has adopted the hard cap language as provided by State law and secretarial contribution obligations will be calculated pursuant to said legislation. This calculation shall only be made toward the health portion of the insurance premium and does not prohibit additional contribution by secretaries for dental, vision, life, etc. The Board shall provide coverage for hospital-surgical medical benefits in addition to long term disability, dental, negotiated life insurance and vision for those employees who require health coverage through the MESSA as outlined below. For those employees who do not require health coverage, the Board shall provide fully paid dental, vision, negotiated life, long term disability, and **\$150/month for ten (10) months** in a tax sheltered instrument or cash payment through the MESSA PAK Plan B as outlined below:

PLAN A

MESSA Choices	200/400
\$10 Office Visit	
RX Saver	
Long Term Disability	66.66%
	<ul style="list-style-type: none">• \$3,000 maximum• 180 calendar days - modified fill• Freeze on offsets• Alcohol/drug and mental/nervous - same as any other illness• COLA
Delta Dental Plan	80/80/80:\$1,300 or 50/50/50:\$1,300
Negotiated Life	\$50,000 Term Life & \$50,000 AD&D
Vision	VSP-3

PLAN B (For employees not electing health insurance)

Delta Dental Plan	100:90/90/90:\$1,500 or 50/50/50:\$1,500
Negotiated Life	\$50,000 Term Life & \$50,000 AD&D
Vision	VSP-3
Long Term Disability	66.66%; Same as above
Cash Payment or Tax Deferred Annuity--	\$150.00 per month for ten months

*The Board will agree to raise the Tax Sheltered Annuity for those employees who elect Plan B to \$3,000 provided that there is a net reduction of 3 people who agree to move from Plan A to Plan B. If this minimum is not met, then the cash in lieu of TSA amount shall remain at \$150 for ten months.

17.2

The Board shall carry Workers' Compensation so that an employee disabled from an injury or disease due to his/her employment may receive medical attention and weekly benefits while losing pay. Such insurance shall cover all benefits required by Michigan Workers' Compensation Act. Probationary employees shall be covered under this section.

ARTICLE EIGHTEEN—COMPENSATION

18.1A

Employees will be paid based on the salary schedule. The hourly rate is for the purpose of determining over-time payment and shall be computed as follows.

The number of hours worked per day shall be multiplied by the number of days per year and that sum shall be divided into the total annual compensation to arrive at the hourly rate. By way of example a 10 month Group III employee on Step 1 working 7.5 hours per day and working 197 days per year will have their annual salary of \$21,381 divided by the sum of 7.5 times 197. Thus, \$21,381 is divided by 1477.5 and

equals an hourly rate of \$14.47. This hourly rate will then be used to compute overtime at a rate of time and half.

2012-2013 Salary Schedule

Group	Step		12-13 10 Month	12-13 11 Month	12-13 12 Month
I	1		\$26,712	\$29,286	\$31,981
	2		\$27,829	\$30,509	\$33,318
	3		\$28,966	\$31,755	\$34,680
	4		\$29,928	\$32,810	\$35,832
	5		\$30,698	\$33,655	\$36,753
	6		\$31,605	\$34,649	\$37,837
	7		\$32,374	\$35,494	\$38,760
	8		\$33,184	\$36,380	\$39,729
	9		\$35,745	\$39,188	\$42,795
II	1		\$24,594	\$26,962	\$29,444
	2		\$26,116	\$28,630	\$31,267
	3		\$27,194	\$29,812	\$32,558
	4		\$28,080	\$30,785	\$33,617
	5		\$28,966	\$31,755	\$34,680
	6		\$29,870	\$32,748	\$35,762
	7		\$30,602	\$33,550	\$36,639
	8		\$31,508	\$34,543	\$37,723
	9		\$33,645	\$36,887	\$40,280

18.1B

Employees will be paid based on the salary schedule. The hourly rate is for the purpose of determining over-time payment and shall be computed as follows.

The number of hours worked per day shall be multiplied by the number of days per year and that sum shall be divided into the total annual compensation to arrive at the hourly rate. By way of example a 10 month Group III employee on Step 1 working 7.5 hours per day and working 197 days per year will have their annual salary of \$21,381 divided by the sum of 7.5 times 197. Thus, \$21,381 is divided by 1477.5 and equals an hourly rate of \$14.47. This hourly rate will then be used to compute overtime at a rate of time and half.

18.2 Longevity

Eligible employees shall be paid an annual longevity payment for full-year full-time service based on continuous years of service as follows:

	12-Month	11-Month	10-Month
11-15 years	\$650	\$590	\$530
16-20 years	\$1,275	\$1,155	\$1,035
21 years or more	\$2,100	\$1,900	\$1,700

The above amounts are not cumulative. The annual pay out of this longevity provision shall not exceed two thousand one hundred dollars (\$2,100) per eligible employee

- A. Payment of specific longevity amounts to bargaining unit members will occur on the pay date following the eligible employee's anniversary date as follows.
- B. Payment will be made to eligible employees in the amounts as prescribed in the language; however, should an employee leave bargaining unit work prior to reaching the next anniversary date, the above amount will be prorated based on the percent of the year (anniversary date to the next anniversary date) worked. Paragraph B shall not apply in the case of the death of an employee.
- C. If written instructions to treat taxes differently are not received in Payroll three (3) weeks prior to the longevity pay date; the district will deduct the normal taxes.
- D. Employees who wish to have additional information on the payment and consequent taxes should contact Payroll.

18.3

The Board may grant experience credit on the salary schedule to newly hired employees consistent with outside experience. After initial placement, employees shall be moved one step on the salary schedule for each year of service in the district.

18.4

Secretaries shall have the option of receiving their annual salary in either twenty-two (22) or twenty-six (26) installments. Secretaries must notify Payroll on or before August 1 of each year as to which period of payment they desire. Such option shall be irrevocable for a period of twelve months. Secretaries who want their checks mailed to them at a summer address on a bi-weekly basis must notify Payroll in writing, prior to April 1st of the current year.

18.5

Secretaries' overtime Monday through Friday shall begin after the completion of a forty hour work week and shall be compensated at the rate of time and one half. Double time will be paid for work required on Sundays. Double time will be paid for work required on observed holidays as defined in Article 16. In the event of "pressing personal business", overtime work by secretaries may be refused without prejudice. If an employee and their immediate supervisor mutually agree to compensatory time, the following shall apply:

- A. Compensatory time for hours worked that would normally be straight time hours shall be straight time compensatory time.
- B. Compensatory time for hours worked that would normally be overtime hours shall be at one and one half (1.5) times the time worked.
- C. The accumulated time must be taken within the current school year.

18.6

Paychecks shall be mailed to current address on file during school breaks.

18.7

The annual rates of pay shown on the salary schedule are based on full-time employment. Any permanent employee regularly employed on a part-time continuing basis shall be compensated on a prorated rate of pay.

18.8

The Board will reimburse secretaries for damage or destruction of clothing or personal property while on duty in a school or in a district office if it is determined to be the result of an action of students, parents, or outsiders, or unsafe physical conditions within a building. This provision does not include theft of personal property and does not include damage or destruction, which results from the negligence of the secretary. In all cases, the secretarial employee will first seek reimbursement through their personal insurance policy. The Board's liability shall not exceed \$100.00 per occurrence. The total annual liability under this provision shall not exceed \$500.00.

18.9

In the event that the Board determines that changes require in-service training, the Board will provide for such training. The Board will assume all expenses necessary for in-service training for which participation is required by all appropriate personnel, including extra pay, when required.

18.10

Full tuition costs will be paid for successfully completed college courses taken by members of the bargaining unit when such course work has a direct relationship to the present job assignment and has been approved before registration by the Superintendent's office.

Tuition costs will be paid only for approved courses where a grade of C or better was earned. An official transcript and receipted bill must be submitted to the Superintendent's office before reimbursement will be made.

ARTICLE NINETEEN—PERSONNEL FILES

19.1

Employees shall have the right to inspect their central personnel file. The employee must make an appointment with the Office of Administrative Services in order that an employee of that department will be available to be present when the employee inspects the file. Privileged information such as personal references normally sought at the time of employment are specifically exempted from review. The administrator will remove these confidential reports from the file prior to a review of the file by the employee.

19.2

If a written record of an incident is inserted in a personnel file the secretary shall receive a dated copy within a timely manner of the administrator's knowledge of said incident. The secretary's copy will note that the item is being inserted into said file. Only those items so processed may be used in disciplinary actions against the secretary. The secretary shall have the right to insert a rebuttal to any item. Any rebuttal so inserted shall be attached to the object insertion by the person responsible for said file.

ARTICLE TWENTY—WAIVER CLAUSE

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item contained herein or not, during the life of this Agreement.

ARTICLE TWENTY ONE—CONFORMITY TO LAW

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, and Association and employees in the bargaining unit, and in the event that any provisions 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 provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect. However, prior to the effective date of compliance to such decrees or judgments (as noted above) related to wages, hours and other conditions of employment, the Board shall give the Association reasonable notice in order to afford the Association the opportunity to consult with the

Board, or its designated representative, as to the same before its effective date. The parties agree that emergency situations may arise where prior notification and consultation are not possible. The Association and Board shall immediately negotiate a change in any provision determined to be contrary to law to bring said provision into conformity.

ARTICLE TWENTY TWO—ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous Agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE TWENTY THREE—SICK BANK

Notwithstanding any other provision, policy, or practice, the Board and Association agree to establish and re-establish the following Sick Bank procedures:

23.1 *F.A.E.S. (Secretaries') Sick Bank Plan*

The procedure for the establishment and administration of the F.A.E.S. Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all eligible secretaries who apply and whose application is subsequently approved by the F.A.E.S. (Secretaries') Sick Bank Committee.

23.2 *Purpose of F.A.E.S. Sick Bank*

To create a Sick Bank from which the secretaries may borrow sick leave days.

23.3 *Funding of Sick Bank*

The F.A.E.S. Sick Bank shall be funded in accordance with the following provisions:

- A. Each secretary will donate two (2) sick days from his/her current allowance.
- B. Secretaries newly employed by the school district shall have two (2) sick days of their advanced ten (10) or twelve (12) days of current allowance transferred to the F.A.E.S. Sick Bank at the beginning of the school year. Secretaries employed subsequent to February 1 of the school year shall have only one (1) day of their current allowance transferred to the F.A.E.S. Sick Bank. The additional day of the two- (2) day requirement will be transferred from their current allowance at the beginning of the new school year in September.
- C. The above two (2) sick days transferred to the F.A.E.S. Sick Bank from the current allowance of a secretary shall not be deducted from the days in the F.A.E.S. Sick Bank at the time a secretary terminates his/her employment with the school district. Nor can a secretary withdraw her donated days to secure payment at retirement.
- D. Any secretary who terminates employment shall have seventy-five percent (75%) of his/her accumulated sick leave days which have not been compensated for as per Article Twenty Four, Severance, transferred to the Sick Bank.
Beginning with the 1994-95 school year, any secretary who terminates employment shall have 100% of his/her accumulated sick leave days which have not been compensated for, as per Article Twenty Four, Severance, transferred to the Sick Bank.
- E. When the days in the Sick Bank exceed three hundred fifty (350) days, the transfer of accumulated sick leave days in D above shall be suspended until the number of days drops below three hundred fifty (350) days, at which time D above will be reactivated until the accumulation exceeds three hundred fifty (350) days.

23.4 *Eligibility*

Any secretary shall be eligible to make application to the Sick Bank Committee for sick days of benefit after he/she has been incapacitated for fifteen (15) consecutive working days and has used all of his/her own current allowance.

- A. Each case will be determined individually.
- B. Whether or not payment will be made for the fifteen-day waiting period will be left to the discretion of the committee; however, the normal waiting period shall be 15 days.
- C. The maximum number of days granted to any secretary shall be the number necessary to fill the time after exhaustion of her own sick day accumulation and the date she becomes eligible for LTD benefits. In no event shall a secretary be granted more than 95 sick days from the

sick bank.

23.5 Application

Each application for sick days from the F.A.E.S. Sick Bank must be submitted on the Sick Bank Application form to the Sick Bank Committee, and such application will be approved or rejected on the basis of the individual secretary's circumstance. Past history of previous attendance will be taken into consideration when the committee is making the final decision.

23.6 Sick Bank Committee

The Sick Bank Committee shall be composed of four (4) secretaries to be selected in any manner determined by the Association, who shall hold membership on the committee for such terms as the Association may determine. Any application approval by the committee shall be by a majority vote of the committee. In case of a tie, the president(s) will cast the determining vote.

23.7 Administration

The F.A.E.S. Sick Bank shall be administered by the Sick Bank Committee in accordance with its procedures; however, an annual audit shall be presented to the Superintendent or his designee.

23.8 Grievance

Decisions of the Sick Bank Committee shall not be held subject to the grievance procedure because of a denial of request.

23.9 Board Retention of Sick Days

All sick leave days accumulated by any secretary in his/her current allowance or those days transferred to the Master Sick Bank from his/her current allowance shall be subject only to the contingent liability of actual sick claim use by the secretary or the Master Sick Bank. All sick leave days which are not used by the secretary or the Master Sick Bank during the period of his/her employment shall not be subject to any other type or kind of claim in any form whatsoever by the secretary or the Association when his/her employment has terminated.

23.10 Board Indemnification

The Association will indemnify and hold harmless the Board and assume and discharge the full and complete liability of the Board arising out of, or in connection with, the administration of the Master Sick Bank, by their duly designated Sick Bank Committee as well as any and all claims for payment of compensation involving litigation or proceedings brought against the Board, by any secretary or group of secretaries who had sick days transferred from their current allowance(s), or were the recipient(s) of, or were denied, an award of sick days from the Master Sick Bank.

23.11 No increase in Board Liability

Nothing herein contained shall alter or extend, or in any manner increase, the liability of the Board to any secretary in respect to sick day compensation presently existing in any plan or agreement to which the Board is a party.

ARTICLE TWENTY FOUR—SEVERANCE

24.1

Any regular employee who severs employment or dies shall be eligible for severance pay of one day's pay for each full year of active service or major portion thereof in the Ferndale Public Schools. Time spent on leave shall not be counted as active service.

24.2

This payment shall be no less than \$500.00 nor greater than \$1,500.00. In addition this payment shall be increased by the number of sick days in his/her accumulated sick leave bank to a maximum of 50 days multiplied times forty five (\$45) dollars. The maximum amount of sick day payment under this provision is two thousand two hundred fifty (\$2,250) dollars. The maximum payment for this subsection shall not exceed three thousand seven hundred fifty (\$3,750) dollars.

24.3

A retiree, to be eligible for retirement pay, must qualify for regular or medical retirement under the

Michigan School Employees Retirement System. An employee shall be considered employed for retirement pay purposes if he/she is on the payroll or on a leave when he/she retires.

24.4

A deceased employee, to be eligible for benefits under this section, must have been employed by the employer for at least five (5) years prior to death. Such payment shall be paid to the named beneficiary(s) on the Board-paid life insurance beneficiary information on file with MESSA.

24.5

Payment under this Article shall be made no later than sixty (60) days of request for payment. Such request shall be made within twelve (12) months of termination.

ARTICLE TWENTY FIVE—EMERGENCY FINANCIAL MANAGER

An emergency financial manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act.

ARTICLE TWENTY SIX—DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012 and shall continue in full force and effect through the 30th day of June, 2013. This Agreement shall not be extended orally.

If, on or before May 15, 2012, either side gives written notice of its desire to amend or modify this Agreement as it relates to wages and/or fringes, it shall automatically terminate on the expiration date. In the event that neither side gives written notice to the other of its intention to terminate, amend, or modify the Agreement by May 15, 2012, then the Agreement shall automatically be extended on the same terms for another year and, similarly, from year to year thereafter with the notification date of intent to terminate, amend, or modify on or before May 15, of the successor year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7th day of August, 2012.

FERNDALDE BOARD OF EDUCATION

By _____
President

By _____
Secretary

FERNDALDE ASSOCIATION OF EDUCATIONAL
SECRETARIES, M.E.A./N.E.A.

By:

Schedule A

Article 1 New Positions

At the request of either the Board or the Association the parties shall establish a committee composed of not more than ten (10) persons and each party shall select not more than five (5) persons. The committee shall meet at a reasonable time and place to study job classification as set forth in Schedule A. The finding and recommendations shall be presented to the negotiating teams for the successor Agreement.

Article 2 Part-Time—New Language

Any job classification may have a part time position within the classification. Part-time employees will receive the contractually corresponding hourly rate of pay based on that classification. Part time is defined as working less than 35 hours per week.

Any part time employee will receive Plan B (benefits for employees not electing health insurance) at no cost to the employee. Part-time employees may elect to take Plan A benefits, with the cost of the fringe benefit package shared by the board of Education and the secretary on a shared basis. These deductions will be taken on a pre-tax basis if allowed under current tax law. The following equation will be used to determine the cost of shared benefits:

Hours Worked	Cost of Benefits
8-12	Employee will pay 75% and the Board of Education will pay 25% of the premium for Plan A
16-20	Employee will pay 50% and the Board of Education will pay 50% of the premium for Plan A
25-29	Employee will pay 25% and the Board of Education will pay 75% of the premium for Plan A

Any present full time position in existence for the duration of this contract will not be posted as part time positions. The total number of part time positions in the unit will not exceed 10% rounded to the nearest FTE of the current membership (i.e. if the unit has 33 full time members, the total number of part time members could not exceed 3). All paid off benefits will be prorated on FTE percentage.

JOB CLASSIFICATIONS

Group I

Secretary Senior High Principal
Secretary Accounts Payable
Secretary Special Education
Secretary Director of Adult & Alternative Education
Secretary Student Services
Secretary Athletics
Secretary Director of Operations (Maintenance/Transportation/Purchasing)
Secretary Payroll/Benefits

Group II

Secretary Payroll
Secretary Middle Schools
Secretary Substitute Office
Secretary Elementary
Secretary Senior High Assistant Principal
Secretary Guidance Counselors
Secretary Main Office – Receptionist
Secretary Records
Secretary Attendance
Secretary WIA. Intake Office I & II
Secretary Ferndale Adult & Alternative Education
Secretary Central Office
Secretary Early Childhood Development

Group III

Secretary Central Office
Secretary Ferndale Adult & Alternative Education

The Group III job classification will be redefined as of November 2, 2000 and this language will supercede all language currently in the bargaining unit agreement as it pertains to the Group III compensation structure.

Any member of the bargaining unit currently classified as a Group III secretary as of November 1, 2000 will be grandfathered under the master agreement and will not be impacted by this newly defined classification.

The wage structure will be as defined in Article Eighteen, Section 1. Any employee, whose position is redefined from another classification into the Group III secretary classification, will receive the rate of pay that corresponds to the step closes to their current classification. No employee will receive a reduction in his or her hourly rate.

Benefits will be paid in accordance with the following structure:

Employees must work 20 hours a week in order to be eligible for any benefits. Employees in this classification will be eligible for Plan B as defined in Article Seventeen if they do not elect health benefits. Employees electing benefits will have the Tri-Med option only available to them. They will share in the cost as follows:

Those working 20-34 hours per week: Employees pay 1/3 of the Tri-Med health and dental insurance premium/PAK plan. Or, if they decline insurance, the employee will be eligible for a TSA option of \$800 per year.

Employees working 35 or more hours per week: Full Tri-Med health and dental insurance premium/PAK A Plan paid by the employer. Or if they decline insurance, employee will receive \$1,500 per year.

All paid time off benefits will be pro-rated based on FTE percentage for anyone working less than full time.

The staffing limitations as it related to part time staff (i.e. no more than 10% of the unit) will apply only to Group 2 and Group 1 Classifications.