

Agreement

between

The Board Of Education

and

**Local #160, Council #25
AFSCME**

FERNDALÉ PUBLIC SCHOOLS



TOGETHER

2012-2015

**Ferndale Public Schools
2920 Burdette
Ferndale, Michigan 48220**

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AGREEMENT

This Agreement is made and entered into this 22nd day of August 2012 and retroactive to July 1, 2012, by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF FERNDALE, hereinafter called the "Board", and LOCAL #160, COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union."

ARTICLE 1

RECOGNITION

- 1.1. The Board recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, as amended, for all custodial, maintenance, and bus driver employees, excluding the Director of Operations, Supervisor of Maintenance and Transportation, Safety Coordinator, Unit Supervisor, Superintendent, and Superintendent's assistants, teacher aides, secretaries, clerks, AGREED UPON certified staff members, adult education teachers, student trainees and temporary or part time bus driving employees who regularly work an average of at least three (3) hours during scheduled workdays shall be considered regular part time employees.
- 1.2. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, as amended, for the duration of this Agreement.

ARTICLE 2

BOARD RIGHTS

- 2.1. The management and operation of the school district, the control of its properties, the maintenance of order and efficiency is solely a responsibility of the Board. Other rights and responsibilities belonging solely to the Board are hereby recognized, prominent among which, but by no means wholly inclusive, are: the right to decide the number and location of work sites, stations, etc., work to be performed within the unit, maintenance and repair, the amount of necessary supervision, machinery and tool equipment, methods, schedules of work, direction of work, together with the selection, procurement, designing, engineering, and the control of building equipment and materials, and the right to purchase services of others, contract or otherwise, except as it may be otherwise specifically limited in this Agreement.
- 2.2. It is the responsibility of the Board to select and direct the work forces, including all members of the bargaining unit, and it is the responsibility and right of the Board to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, subject to the provisions of this Agreement.

ARTICLE 3

UNION SECURITY

- 3.1. As a condition of employment, each member of the bargaining unit must, within thirty (30) calendar days of the effective date 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 Union either membership dues and assessments (limited to one assessment authorization per year) uniformly required or in the alternative a service fee in an amount equivalent to the uniformly required union dues.

- 3.2. The effective date for termination of employment of any employee who fails to comply with this Article shall be thirty (30) calendar days after receipt of written notice to the Board as provided in Section 3.B. of this Article.
- 3.3. No employee shall be terminated under this Article unless:
 - A. The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required Union Dues or the service fee in an amount equal to the periodic and uniformly required Union Dues, and specifying the current amount of such delinquency, and warning that unless such dues or service fee or a properly executed authorization are tendered within fourteen calendar days of such notice, he/she will be reported to the Board for termination as provided in this Article, and
 - B. The Union has furnished the Board with a copy of the letter sent to the employee and notice that he/she has not complied with the Union's request. When requesting the Board to terminate the employee, the Union shall further specify the following by written notice:

"The Union certifies that _____ (name)
has failed to tender either the periodic uniformly required
Union Dues or Service 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 3.B, it shall notify the employee that his services shall be terminated.
- 3.5. The Union 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. As a group, the Union shall have a maximum fifteen (15) scheduled work days per school year of release time as paid personal days to allocate to its members for Union business. 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 Local 160 president before it is submitted to the building administrator for approval.

ARTICLE 4

CHECK OFF

- 4.1. During the life of this Agreement, the Board will deduct current periodic Union Dues or Service Fee from the pay of each employee who voluntarily executes and delivers to the Board either of the Authorization Forms attached to this Agreement as Schedule A and Schedule B.
- 4.2. The Union shall notify the Board in writing of any dues certified by the Union as the current periodic dues required of members of the bargaining unit and the Board will act in accordance with the written certification twice a year, once in August and the second in February.

- 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 Union Dues" or "Voluntary Authorization for Deduction of Service Fee" 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 Union Dues or Service Fees also must be delivered to the Board at least fifteen (15) calendar 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 Union dues or Service Fee 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 Union. 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 Union Financial Officer once each month by the fifteenth (15th) 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 Union 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 Union shall indemnify and save the Board harmless 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 Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 5

REPRESENTATION

- 5.1. The employees, for the purpose of collective bargaining, shall be represented by a Bargaining Committee of not more than six (6) employees including the president of the local. Employees on this committee shall be seniority employees of the Board and their selection as committee members can be in any manner determined by the Union. The International Union can be represented by a staff representative. An alternate may be appointed to serve on the committee during the absence of a member.
- 5.2. The Board will recognize 6 members as the grievance committee to serve all Ferndale Public Schools. The Board will recognize that each member from the Grievance Committee will serve as the representative for their assigned schools and the assignment can be in any manner determined by the Union.
- 5.3. The following employee groups - Ferndale Public School Custodial, Maintenance, and Bus Drivers - shall each elect a steward for their employee group who shall be a seniority employee of the Board and further, that a Chief Steward be elected by the total employee group who shall be a seniority employee of the Board. The election procedure shall be by determination of the Union.

These stewards will provide union representation for their group.

- 5.4. The president and/or their designee may prepare and review grievances. The president of the Union will be permitted to leave his/her work to attend grievance committee meetings, special conferences, or other local union business within the Ferndale School District, but he/she shall first request and secure the approval whenever possible of his/her supervisor before he/she leaves his/her job to attend the meeting.
- 5.5. Committee members and stewards shall have full time work to perform during their scheduled working hours. They may be permitted, without loss of pay; to investigate grievances within the Ferndale School District but they shall first request and secure approval of their supervisor. The supervisor may grant sufficient time to the committeemen or stewards to leave their work for these purposes.
- 5.6. In no event shall any Union representative leave a job where the health, safety or general welfare of the schools, teachers, students, or property shall be in danger or jeopardized, nor shall any such leaving occur when damage to school property or equipment might occur.
- 5.7. Whenever an employee is absent from his/her job because of attending a mutually scheduled negotiating session, or an arbitration proceeding, the Union will arrange with that employee, or other union members, to assure that the missed work is covered or made up, without additional cost to the Board.

ARTICLE 6

NO STRIKE - NO LOCKOUT

- 6.1. 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, sit-down, stay-in or slow-down, in any property of the Board or in any curtailment of work or interference with the operation of the Board during the term of this Agreement, or during any period of time while negotiations are in progress between the Union and the Board for the continuance of renewal of this Agreement. In the event of a work stoppage, other curtailment of or interference with production, the Board shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the same has ceased; nor shall the Board be required to enter into any arbitration while such strike, sit-down, stay-in or slow-down shall be in progress.
- 6.2. In the event of a work stoppage, or other curtailment, the Union president or next ranking officer present shall, within eight (8) hours, instruct the involved employees in writing that their conduct is in violation of this contract, and that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.
- 6.3. The Board shall have the right to discipline up to and including discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.
- 6.4. The Board will not lock out any employees during the term of the Agreement. In the event that a lockout occurs, the board agrees to abide by the decision of a mutually agreed upon arbitration for the purpose of compensation to make the affected employees whole.

ARTICLE 7

GRIEVANCE PROCEDURE

- 7.1. A grievance is a complaint by a member of the bargaining unit, or the Union, involving the meaning, interpretation, application, or alleged violation of any provision of this Agreement.
- 7.2. A grievance may be filed and presented by a member of the bargaining unit, or by the Union acting through its representatives. Any individual employee may present his/her grievance and have the grievance adjusted without intervention of the Union if the adjustment of the grievance is not inconsistent with the terms of this Agreement, is non-precedent setting and the Union has been given an opportunity to have a Union representative present at such adjustment.
- 7.3. The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving complaints involving the application or interpretation of this Agreement.
- 7.4. All grievances shall be presented in accordance with the following procedure:

Step One: An Employee claiming a grievance shall present a written form and discuss the matter with his/her immediate Supervisor within ten (10) working days upon which the grievance is based.

Within five (5) working days after presentation of the grievance, the Supervisor shall give a written response to the Employee and a copy to the Local President and/or their designee

Step Two: After the Supervisor's answer is communicated and if the grievance is not disposed of at Step One, it may be submitted within five (5) working days to the Deputy Superintendent of Administrative Services on a written 'Statement of Grievance' signed by the aggrieved employee. A copy shall be given to the supervisor involved at the same time. The "Statement of the Grievance" shall name the employee involved, 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 of Administrative Services shall contact the Union within 5 days to schedule a meeting with the Union and Grievant to discuss and attempt to resolve the grievance.

The Deputy Superintendent of Administrative Services shall render a decision, in writing, within five (5) working days after meeting with the aggrieved employee, the Union Chief steward, and the Union president or his/her designee. A copy of the decision shall be furnished to the aggrieved employee and the Union president.

Step Three: If the grievance is not disposed of at Step Two, the decision of the Deputy Superintendent of Administrative Services may be appealed in writing, to the Board within three (3) working days after the date such decision was rendered.

A Committee of the Board shall meet with the aggrieved employee and the Union within fifteen (15) working days after the date the written appeal is filed with the Board. Arrangements for the meeting shall be made between the

employer and the Council staff representative. The Board shall render its decision within five (5) working days after the meeting. The decision of the Board shall be communicated, in writing, to the grievant and to the Union.

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

It is agreed that the Union Representative will within 15 days of notice of demand of arbitration obtain a list of available Arbitrators and will meet with the Board Representative to mutually agree on the appointment of an Arbitrator. If the Arbitrator is not able to hear the case within 120 days, the parties agree to appoint another Arbitrator.

- 7.5. The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establish the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn; provided however the time limits set forth herein may be extended by mutual agreement between the Board, or its representative, and the employee and/or the union.
- 7.6. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- 7.7. In the event the alleged grievance involves an order, requirement, etc., excepting concerns dealing with Health and Safety issues, the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
- 7.8. 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. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - B. He/she shall have no power to establish salary structures or change any salary.
 - C. In rendering decisions, the Arbitrator shall give due regard to the responsibility of management as conditioned by this Agreement.
 - D. 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.
 - E. 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 nor shall the Union or its members by any other means attempt to bring about the settlement of any grievance.
 - F. 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 witnesses called by the other.
 - G. The Board shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed.
 1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.

2. 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.
- 7.9. 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 Deputy Superintendent of Administrative Services directly, and the processing of such grievance shall be commenced at Step Two.

ARTICLE 8

WORKING SCHEDULES AND CONDITIONS

1. 8.1. The normal work week shall be forty (40) hours, consisting of five (5) days of eight (8) hours each (exclusive of an unpaid thirty (30) minute lunch period), Monday through Friday, inclusive. Management shall have the right to establish an alternative 40-hour workweek schedule encompassing workdays from Monday through Saturday without incurring any overtime under any provisions of this agreement. The union agrees to continue to talk, through a labor/management committee to work towards an alternate work week schedule for a minimal staff. No changes will be implemented without prior approval of both parties. This provision shall not be construed as a guarantee of work. Employees shall not be required to work more than forty (40) hours in any one- (1) week, except as hereinafter provided. There shall be a specified starting and quitting time, which shall not be changed without prior consultation with the Union. Time and one-half shall be paid for all work over eight (8) hours in any one day and over forty (40) hours in any one- (1) week, and for all hours worked on Saturday. Double time shall be paid for all hours worked on Sunday and holidays provided in this Agreement. Overtime will be allowed only under certain circumstances. Employees will earn overtime only after accumulating 40 hours of work in a given work week. Holiday time, vacation time and personal business shall be included in the calculation of weekly hours. **Nothing in Article 8 shall be considered an entitlement to overtime. The assignment of overtime shall always remain within the discretion of the Board.**
- A. Weekend check of building: For all schools, excluding the high school, 45 minutes on each Sunday. Two (2) hours for the high school. On three (3) day holiday weekends there will be a bulletin sent out from Central Office stating which days the buildings are to be checked. No building checks allowed on days when there is activity scheduled in the building. All or any of this building check schedule is subject to change from Central Office.
 1. Central office has the right to request or deny any and all weekend checks in any or all of its buildings at any time.
 2. Building checks assigned at the discretion of the Board at Ferndale High School and Ferndale Middle School will be done as one check by an employee assigned to those buildings who is above a Custodial I classification. Two hours will be allotted for this building check.
 3. Building checks assigned at the discretion of the Board shall continue to be performed by custodial employees within those buildings. Forty five minutes will be allotted to complete the building check.
 4. No building check will be performed on days when there are activities scheduled in the buildings unless specifically requested by the Board.
 - B. Emergency situations, which must be given immediate attention, after the usual work hours: Such situations should be reported to the Director of Operations. If he cannot be contacted, then report the situation to the Supervisor of Maintenance & Transportation, if

possible, before the work is performed. All employees will be guaranteed a minimum of two hours pay for all emergency call ins.

- C. Activities scheduled by the Central Office of which the employee has written notification and which requires work beyond usual work hours, or on Saturday or Sunday: Examples would include special bus trips, recreation department activities, special events of the schools, and rental situations involving school facilities. When an activity is schedule by the Board, a bargaining unit employee shall be assigned to work during the activity, as is the current practice and shall be compensated at the appropriate rate of pay.
- D. When an event requires cleaning time that is in excess of two (2) hours, the employee called in will normally work two hours unless prior approval is obtained by the Head Custodian from administration and the custodial employee(s) required are informed. This provision may be modified in emergency situations by the administration, Head Custodian, or a person in a position named in 8.1.D. above. The District will create one Sunday through Thursday Cleaning Specialists Classification and one Tuesday through Saturday Cleaning Specialists Classification at Ferndale High School. These employees may be in a building without additional supervision. The provisions of Article 8.C and D will not apply to employees scheduled Sunday through Thursday or Tuesday through Saturday.
- E. If the overtime situation in the high school or middle high school requires only one (1) person, only those employees with a rating above that of custodian I shall be eligible for the overtime.
- F. Partial Work Crews.
During the breaks when a partial work crew is required to work for the afternoon shift (p.m.), a designated Custodial I employee shall be selected from the high school custodial staff. Duties to be performed by this person shall include the opening and closing of the building, ensuring that all work areas are properly cleaned, taking proper precautions and initiative to reduce problems and emergencies and to eliminate those emergencies that occur, and to assist in the work assigned to the partial work crew. The person so selected will receive fifteen (15) cents per hour bonus for this work to be paid above the shift premium and regular hourly rate.
- G. All other overtime requested by the administration shall be equalized among all employees in appropriate classifications.
1. The equalization shall be on hours - at time and one-half, and double time.
 2. An annual report from the Head Custodian in each building shall be issued showing the hours worked by each employee at time and one-half and at double time and the hours refused by each employee at time and one-half and at double time. For the purposes of equalization, hours refused shall be counted as hours worked.
 3. Each eligible employee shall be, if possible, offered in turn the available overtime, until January 1. From then on until June 30, employees may be asked out of turn in order to achieve the desired equalization.
 4. In each building a Union member may confer with the Head Custodian to achieve the highest degree of such overtime equalization.
- 8.2. Overtime in the Maintenance I, II, and III classifications, other than bus trips, will be divided as equally as possible between the employees who have the qualifications and ability to perform the overtime work.
- 8.3. All regular and Special Education bus trip (route) assignments will be made within qualified bus driver and maintenance employee classifications (Article 16.1 and 16.4). Fill-in assignments will be made by the Supervisor of Maintenance and Transportation from among all qualified maintenance employees on an as needed basis. Said maintenance employees, as a condition of continued employment, shall maintain their certification to drive all district vehicles. The Board will pay the costs for employees required to recertify for CDL related licenses; Secretary of the

State and Third Party testing.

Bus driving overtime will be equalized, insofar as possible, among all bus driver and maintenance employees who are qualified by the State of Michigan and this contract to drive passenger buses.

- 8.4. When schools are closed because of inclement weather or other acts of God, maintenance and custodial employees are expected to report for work with pay at their regular rate, and receive an additional compensatory day off. In order to qualify for a full 8 hour day of compensatory time, the employee must have worked a minimum of six hours. An employee working less than 6 hours shall receive compensatory time exactly corresponding to the amount of time worked on that shift. Substitutes will not be hired to replace employees using these compensatory days. However, if an employee cannot report for work because of an act of God, he/she shall be paid at his/her regular rate. In order to qualify for a full 8-hour day of compensatory time, the employee must have worked a minimum of 6 hours. The compensatory day off must be schedule and used prior to June 30th of each school year of when the time was earned.

When, at the sole discretion of the Superintendent or their designee, conditions are determined to be treacherous, the schools may be closed for all student and staff including the maintenance and custodial staff. In this situation the maintenance and custodial staff will be notified by the Director of Operations, Supervisor Maintenance & Transportation, or a Central Administrator. The employee will receive pay at their regular rate for that day.

- 8.5. All custodial and maintenance employees shall be granted a fifteen (15) minute rest period during the first half of the shift and an additional fifteen (15) minute rest period during the second half of the shift. Earned breaks will be taken at the scheduled work site.
- 8.6. No permanent schedule changes shall be made in the custodial, maintenance and departments without prior discussion with the Union. The parties agree that emergency situations may arise where prior discussion will not be possible.

Annexation/Consolidation

- 8.7 In the event that the Ferndale Public Schools are forcibly or voluntarily annexed, consolidated, transferred, or through action taken by the courts, State of Michigan, State Board of Education, Intermediate School District or electorates to or with another district(s), the Board shall use its best effort to protect current maintenance, custodial,, and bus driver employment rights as provided in this Agreement.

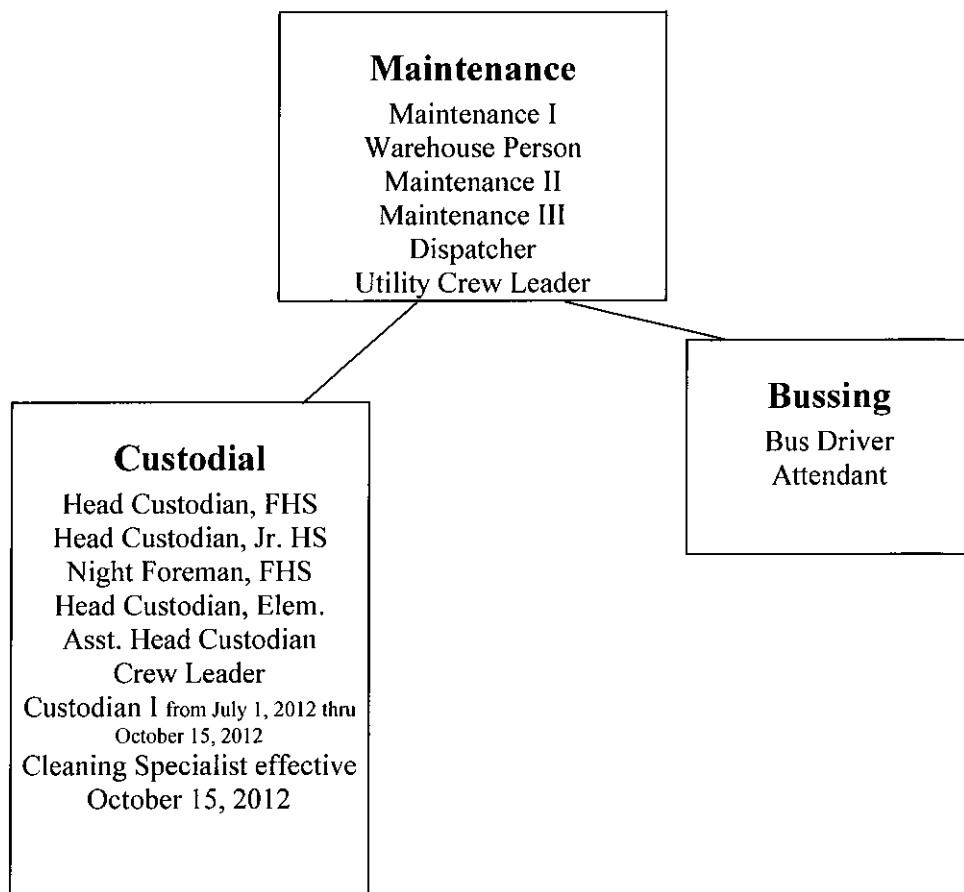
ARTICLE 9

VACANCIES, TRANSFERS, REDUCTION IN STAFF, RECLASSIFICATION

- 9.1 The word layoff shall mean a reduction in the employee work force due to a decrease in work or a lack of funds. Reduction in the work force shall be affected through the following procedure:
- A. An employee(s) affected by the elimination of the position in which they are working shall be able to bump into an equal or lower paying job classification provided the bumping employee can at the time of bumping satisfactorily meet the standards developed for the position, possesses the skills and ability to perform the duties of the job without a trial period, and has the greater district seniority. The bumping employee shall bump the employee with the least seniority within the affected classification.

The least senior employee within the affected classification shall then bump into an equal or lower classification as per 9.1.a above.

9.1. B.



- C. Probationary employees within the affected Classification(s) shall be laid off before seniority employee(s) provided a seniority employee(s) remains who can perform the duties according to the criteria established in sentence one of paragraph A of this section. The least senior employee who remains unplaced after bumping is completed shall be laid off. The member/members of the unit that is/are laid off shall have rights of being recalled for two calendar years from their last day of work.
- D. In the event the District should choose to directly employ cafeteria workers, said workers will be recognized as members of the bargaining unit subject to negotiations under the Master Agreement.

- 9.2. Employees who are to be laid off for an indefinite period of time will receive ten- (10) work days notice of such layoff. The local Union's president and chief steward shall receive a list of the employees to be laid off from the Board at the time the notice of layoff is issued to the employee(s).
- 9.3. Employees will be recalled from layoff in the order of their district-wide seniority, if they are able to perform the work available in a school or the district according to 9.1.A.
- 9.4. Notice to an employee that he is being recalled to work shall be sent to the employee's address the Board has on file. The Board shall be entitled to rely on the address they have on file. If an employee fails to report for work within ten (10) calendar days from the date the notice of recall is mailed, he shall be considered a quit. The Board will consider extension or failure to report upon the submission of information satisfactory to the Board.

- 9.5. A vacancy in a job classification, within the Unit, shall be posted on or before the fourth (4th) scheduled working day after the vacancy occurs for a period of five (5) scheduled working days. Two additional successive five (5) day posting periods may be used to fill job vacancies created by lateral transfers. After these two lateral transfers, a person may be hired from the original posting to fill the remaining vacancy.
- 9.6. The Board shall have the right to fill any vacancy in a job classification temporarily. However, the Board agrees to make every reasonable effort to fill the vacancy within thirty (30) days after posting or notify the Union if the job is to be filled or is to be eliminated.

Temporary vacancies shall be filled by the most qualified applicant.

- 9.7. A. It is the intent of these provisions that a posted position would be granted to the person who meets the criteria of the posting. Bidding employees who feel they meet the criteria will be considered by the Board on the basis of their meeting the posted qualifications, their competency, personnel file, and experience; all the foregoing factors being equal, then in the order of their seniority. Should the Board determine that no bidding employee meets the criteria of the previous sentence, the Board may then hire from outside. Bidding Bargaining Unit employees shall be considered for all positions within the Unit before outside hiring considerations are undertaken. An employee, who bids on an opening and is not selected, may request that he be given the reason in writing.
- B. Employees who have a poor work record (i.e., as indicated by reprimand(s) or poor attendance notice(s) in their personnel file) shall be excluded from consideration for all purposes related to this section and Section 8 of this Article. Employees denied consideration on the basis of this provision shall be notified in writing by the Board of the reasons for such denial.
1. Employees at the time of the award shall not earn less than their pre-promotion service-in-grade rate unless the bid is for a lower classification. Any employee bidding downward shall enter the new classification at the same step held in the former job.
 2. Employees affected by movement will be eligible to receive classification step increases on a common date of July 1 of each year, pursuant to the compensation schedule.
 3. Employees awarded a bid shall serve a 160-calendar day probationary/trial period. If the employee fails to voluntarily or involuntarily complete the probationary period, the employee will be placed back in the classification from which the employee was promoted without loss of seniority (unless the employee is disciplined for cause). This replacing into the former classification shall reverse any piggyback transfers or promotions.
- C. Employees with less than two (2) years seniority shall not be eligible to bid on open vacancies and transfers outside of their area of classifications (e.g. maintenance, custodial, or bus driving).
- 9.8. Employees in the same job classification who have made application during the posting period shall be eligible for lateral transfer. No more than three (3) lateral transfers shall be made to fill any vacancy in a job classification. Any employee, who transfers under these provisions shall, on acceptance of a transfer to the new position, be ineligible to request any further lateral transfer for a period of one year from the date of transfer. Employees hired after 12/21/81 shall not be able nor eligible to laterally transfer until accumulating at least two- (2) year's seniority.

ARTICLE 10

PROBATIONARY PERIOD

- 10.1. A. New employees hired into year-round (12 month) positions in the bargaining unit shall serve a probationary period of 160 work days during which time they shall be termed "probationary employees."
 - B. Less than year-round employees hired into the bargaining unit shall serve a probationary period of 160 work days that are served consecutively except as interrupted by any winter, spring, or summer vacations and other scheduled service breaks. When interrupted, the counting of days for the probationary period will continue when the scheduled work begins anew following the break.
- 10.2. Probationary employees' service with the Board may be terminated at any time by the Superintendent, or the Board representative, in his/her sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
- 10.3. During the first 90 continuous work days of the probationary period, an employee shall not be eligible for the negotiated employee Insurance Benefits as found in Article 15, after which time they shall become eligible for these benefits. If the 90 continuous workdays are interrupted by the summer break then counting begins again with the start of school in the new school year.
- 10.4. After an employee has served the probationary period of employment (160 work days unless interrupted by a service break), the employee shall become a regular full-time employee or a regular part-time employee.
- 10.5. If continuous workdays as used in the Sections above are interrupted by the summer break then the count will be picked up with the start of school. Other service breaks may occur with illnesses or other unusual absences as determined by the Board.

ARTICLE 11

SENIORITY

- 11.1. A. Seniority shall be on a district-wide basis, in accordance with the employee's last date of hire in the district. At the end of the probationary period, persons hired on the same date shall be ranked on the seniority list by representatives of the Board.
 - B. Beginning July 1, 1986, regular part-time employees who promote to a regular full-time 8 hour position, will have their regular part-time service pro-rated in establishing their full-time seniority ranking. If this employee later returns to part-time status, their former part-time seniority ranking date will be restored.

The pro-ration will be based on the length of their normal scheduled work day at the time of promotion, over a standard eight (8) hour work day: i.e., 3 1/2 hour part-time day is pro-rated as 3 1/2 divided by 8 equals the pro-ration percentage (44%), to be applied against the years of part-time service.

- 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 by posting such information in all schools or places of employment in such a manner that all employees may see their seniority standings.

- 11.3. An employee shall lose seniority for the following reasons:
- A. Quits or retires
 - B. Is discharged for just cause
 - C. Is absent for three (3) consecutive work days without notifying the Board, unless as a result of physical impossibility
 - D. Is absent for three (3) consecutive work days without justifiable reason acceptable to the Board
 - E. Gives a false reason to obtain a leave, or fails to return to work upon termination of any leave of absence without an excuse acceptable to the Board.
 - F. If laid off for a period equal to his/her seniority at the time of layoff or three (3) years, whichever is the lesser
 - G. Separation upon settlement covering total disability
- 11.4. The president, vice-president, financial secretary, recording secretary and chief steward and committeemen of the local Union shall have preferred seniority and head the district-wide seniority list regardless of their position on the master seniority list. They shall be continued at work as long as there is work available in the district and they can satisfactorily perform the work of the job.

ARTICLE 12

DISCIPLINE AND DISCHARGE

- 12.1. Disciplinary action or measures shall include the following:
- A. Oral reprimand
 - B. Written reprimand
 - 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 and will not violate the human dignity policy.
- 12.2. The Board shall not discharge any employee without just cause. If, in any case, the Board feels there is just cause for discharge, the employee involved may be suspended for five (5) days. The employee and the Union 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 with full restoration of all other rights and conditions of employment. Back wages shall be subject to Article 7, Section 8, G (1).
- 12.3. The discharge or disciplined employee will be allowed to discuss his/her discharge or discipline with the steward of the Unit and the Board will make an area where he/she may do so before he/she is required to leave the property of the Board.
- 12.4. If the employer believes that a written reprimand is required, or a suspension is required, or a discharge is required, then a written copy of the employer's action will be provided to the employee and the President and Chief Steward of the Union.

ARTICLE 13

LEAVES OF ABSENCE

13.1. Workmen's Compensation.

Any employee who is injured while performing regularly assigned work and is disabled to the extent that a doctor's statement indicates he/she is not able to work and must be absent from work will have no deduction made from his/her pay, current allowance or sick bank for a period not to exceed seven (7) days from the date of such injury. In the event disability extends beyond the seven- (7) day period, the employee may elect to have the difference between his/her regular salary and the amount received from Workmen's Compensation paid from his/her current allowance. Before a disabled employee may return to regular work, he/she must obtain a doctor's statement for the Board to the effect that he/she has been examined by a doctor and the doctor has determined that the employee is able to return to work.

13.2. Head custodians shall notify the assistant head and the Supervisor of Maintenance and Transportation as soon as possible but no later than by 6:00 a.m. of the work day of their absence and shall inform the Supervisor of Maintenance of who is working in their place. The assistant head will work in place of the head custodian on the head custodian's regular shift unless the Supervisor of Maintenance is notified that the Assistant Head is unable to do so. The Custodian I will then fill in for the assistant head on the appropriate shift.

All second shift employees shall report to the head custodian by 11:00 a.m. on the day of absence. All third shift employees shall report to the Head Custodian and Maintenance Office by 2:00 p.m. but no later than 4:00 p.m. on the day of absence. Failure to so notify by 4:00 p.m. shall result in the loss of pay for the day, except in the case of extenuating circumstances, subject to approval by the Superintendent or its designee.

In addition to the above, ALL EMPLOYEES must use the central call in procedures. This system can also be accessed by the computer. In either case, it is still the responsibility of the employee to notify their supervisor(s) in a timely manner.

13.3. July 1st of each year, every twelve month employee who has completed one year of service in the district shall be credited, in advance, with 12 sickness days and 3 personal for that year. Such days are to be placed in the personal sick bank. An employee may accumulate up to 200 days in a personal sick bank to be used for personal sickness and for sickness or death in the immediate family. If an employee has been paid sick leave from the personal sick bank for a number of days in excess of the number of months worked during the period from July 1st and leaves active employment in the District, the overpayment will be deducted from the employees final check or other monies owed him or her by the Board. Any employee days accumulated over the maximum number of 200 days will be added to the AFSCME sick bank at the beginning of each year.

13.4. The Board may, in appropriate cases, require a doctor's certificate in corroboration of the claimed illness in order to qualify for sick day pay.

13.5. An employee may use three (3) days of their current allowance each year for personal business. Personal business leave must be applied for in writing, with specific reason, a week in advance, whenever possible, for the Supervisor of Maintenance and/or Director of Operations approval or that of the designated representative.

A personal business leave day 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 Supervisor of Maintenance and Transportation and/or

Director of Operations.

- 13.6. 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 duty fee paid by the Court (not including travel allowances or reimbursement of expenses for each day on which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work).
- 13.7. Upon the recommendation of a physician, health leave shall be granted for a period up to one (1) year. An extension may be granted only upon the recommendation of the Superintendent. When the employee's health permits his/her return, he/she shall so request the Superintendent, in writing, and submit a statement from a physician certifying fitness to return. The employee shall return to the same or equal position with accumulated seniority.
- 13.8. An employee, after two years of continuous service with the district, will be eligible for an unpaid leave of absence for a period of up to one (1) year without loss of seniority, for the following purposes:
- 1) Elected or appointed to a union position outside the district.
 - 2) Elected or appointed to public office.
 - 3) Serious illness in the employee's immediate family requiring constant care by the employee, substantiated by a statement from the attending physician.
 - 4) To take educational courses.
 - 5) Child Care

Such leave may be renewable for an additional period of up to one (1) year at the discretion of the Superintendent or the designated representative.

All requests for leaves of absence must be submitted in written form.

If requested in writing by the employee at least thirty days prior to the expiration of any leave of 90 days or less, he/she will be reinstated in his/her original or equal position. For leaves of over 90 days, he/she will be reinstated in the first available opening for which qualified.

- 13.9. Employees who enter the Armed Service of the United States while employed by the Board shall be given all of the benefits accorded them by the Universal Military Training and Service Act, as amended.
- 13.10. The Employer will comply with all relevant and applicable provisions of the Family and Medical Leave Act of 1993.

ARTICLE 14

HOLIDAYS AND VACATION DAYS

- 14.1. The following days shall be recognized and observed as paid holidays:

Independence Day	Christmas Day
Friday Prior to Labor Day	
Labor Day	New Year's Day
Thanksgiving Day	M. L. King, Jr.
Memorial Day	

- 14.2. In addition, the following holiday-related time off with pay shall be granted:

The day following **Thanksgiving**
The Friday prior to **Labor Day**

The day preceding **Christmas** or related day
The day preceding **New Year's** or related day
Good Friday
The day following **Easter**
Independence Day related day

- A. When July 4th falls on a Monday or a Thursday, July 5th shall be the related holiday;
 - B. When July 4th falls on a Tuesday, Wednesday, or Friday, July 3rd shall be the related holiday;
 - C. When July 4th falls on a Saturday or Sunday, the following Monday and Tuesday shall be observed as the holiday and holiday-related day.
 - D. The parties agree that in the event the language in 2.A., 2.B., or 2.C. above would cause the school district to celebrate the holiday and/or the holiday-related day on a date or dates that are out of sync with local, state or national practice, the Board may schedule the holiday and/or holiday-related day to synchronize the school district with governmental and private employers.
 - E. The Board has the right to provide notice to employees for the need for their services on the Friday prior to Labor Day provided that notice is given within one week of this Friday. Such services shall be performed at regular pay. Those employees who are called into work on this day shall be provided an opportunity to make up the holiday related day at a date to be agreed upon by the employee, supervisor and the Board. In the event an employee is required to work on the Friday preceding Labor Day and proper notice has not been provided, such situations will be governed by Article 8.1 and the employee shall also be entitled to the holiday related day as previously described in this paragraph.
 - F. Friday before Labor Day and Easter Monday will become regular workdays. Each bargaining unit member eligible for such days will be given two (2) floating holidays to be arranged with mutual agreement of their supervisor.
- 14.3. Employees shall be eligible for pay on holidays and holiday-related days provided they shall have worked their last scheduled day prior to and their next scheduled work day following the holiday or holiday-related day, unless they are on vacation, or are using a pre-approved personal business day or have supporting medical documentation of a personal illness.
- 14.4. All custodial and maintenance employees shall receive an annual vacation as follows:
- A. All custodial and maintenance employees, during their first five (5) years of employment, shall receive two (2) work weeks of annual vacation with pay for 80 hours (exclusive of legal holidays) after one (1) year of service prior to July 1; those with less than one (1) year of service prior to July 1 shall receive a prorated amount of vacation according to the length of such service.
 - B. All custodial and maintenance employees who have completed five (5) years of employment prior to July 1 shall receive three (3) work weeks of annual vacation with pay for 120 hours.
 - C. All custodial and maintenance employees who have completed twelve (12) years of employment prior to July 1 shall receive four (4) work weeks of annual vacation with pay for 160 hours.
- 14.5. Vacations for custodial and maintenance employees shall be computed from July 1 through June 30. The vacation allowance to which an employee is entitled shall be determined by the number of years of service he has completed by June 30 of a given year and will be posted and scheduled. Vacation allowance shall be prorated during the first year of employment to the nearest half day (based on 5/6 of a day per month of service to June 30).
- 14.6. Vacation allowance may not be accumulated from one year to the next except on the basis of written request, which must have the approval of the Superintendent or the Board's representative.
- 14.7. A. Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system. Insofar as it is possible within this limitation

vacations shall be scheduled at a time satisfactory to the employee. For the vacation periods at Christmas and Easter, one (1) employee from each elementary and middle high school and one third (1/3) of the employees on a shift from the senior high school may be allowed to take vacation time. When employees in the same building request the same vacation period, preference shall be given to the employee(s) with the greatest district-wide seniority.

- B. Vacation pay will be paid to a requesting employee on the last regular pay day preceding the first day of the vacation period provided notice has been presented to the Business Office, in writing, fourteen (14) calendar days prior to such regular pay day.
- C. All vacation requests for the upcoming summer months must be approved by the Building Administrator and submitted to the Supervisor of Maintenance by May 1st of each year. Final approval will be made by the Supervisor of Maintenance and Director of Operations and return to the Building Administrator as soon as possible but no later than May 15. Approval will be communicated in writing to both the Building Administrators and the employee.
- D. No vacation will be granted during the last week of school or the two weeks prior to the start of school unless approved by the Director of Operations.
- E. Any other vacation requests need to be submitted at least 21 days prior to the start of the vacation. Approval will be communicated by the Supervisor of Maintenance no later than 7 days after receipt of the request.

ARTICLE 15

INSURANCE PROTECTION

15.1. Limits of Liability

The Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the policy(s) contracted for with the insurance company.

- 15.2. A. The Board will provide insurance protection to the extent outlined below for all eligible employees working thirty (30) hours or more per week. The thirty- (30) hours shall be determined solely from hours worked on the employee's regular shift. This provision shall apply to employees hired subsequent to 12/1/81 or who voluntarily transfer. Employees who are bumped into a position working less than thirty (30) hours per week and who have a hire date subsequent to 12/1/81 shall fall under the restrictions of this provision.

Regular part-time employees, as defined in Article 1, affected by the above paragraph shall have, to the extent allowed by the insurance carrier(s), the option of electing to pay, at their own expense, for the health insurance plan outlined in Section 3.B below. Prior to this election, the employee must first complete a payroll deduction authorization card that authorizes the district to deduct premium payments.

- B. Bus drivers defined, as regular part-time employees will have these options available as referred to in Appendix A.
- 15.3. The Board shall provide eligible employees with hospital-surgical-medical benefits as outlined below. Upon election, the benefits will begin as soon as the providers(s) can institute the program selected. Eligible employees may select from the following:

AFSCME members shall be provided with a Health Maintenance Organizational Plan (HMO) to include the following in network coverages:

- up to \$10 co-pay per office visits
- chiropractic visits (\$10 co-pay) for a maximum of 35 visits per benefit period
- emergency room (\$25 co-pay)

- urgent care (\$10 co-pay) coverage
- in patient hospital services
- out patient
- Rx \$10/\$20
- other services as outlined in the enrollment materials provided as indicated by benefit code/riders M1J/012, 013, 016, 020, 033, 116, 124, 126, 422, 203-modified to comply with MHP, Chiro-35 visits, \$10 OV, \$10 UC and \$10/\$20 Rx-30 days.

15.4. The Board shall provide group term life insurance, including A.D. & D. benefits, for all non-probationary employees in the bargaining unit. Coverage shall be \$25,000 for each employee. The employee shall enroll and designate his/her beneficiary on the proper form. Coverage for new employees shall become effective the first of the month following completion of the probationary period, provided the necessary enrollment forms have been filed with the business office. Enrollment forms shall be provided by the employer.

Such insurance shall provide for the following:

A. If the insured becomes totally and permanently disabled before reaching age 65, premium payments cease and the full amount of insurance will be paid to the beneficiary if death occurs before recovery.

15.5. The Board will provide eligible employees and their eligible dependents with the following:

- a. In network dental coverage providing 100-75-50 coverage with \$1000.00 max per year per person. A \$1,000.00 lifetime maximum for children (to age 19) orthodontic rider.
- b. In network vision coverage providing for 100% coverage for examination, lenses, and lense options, each once every 12 months, and frames up to \$65 retail or contact lenses each every 12 months.

15.6. The Board will provide each employee (other than probationary employees or those working less than a scheduled thirty (30) hour work week) with Long Term Disability insurance which will provide to an employee a monthly benefit in an amount equaling sixty (60) percent of salary divided by twelve (12) with a monthly benefit payment limit of \$2,500.00. (The conditions of the policy shall govern this provision.) The benefits begin three (3) months following the disabling injury or illness and continue until death, age sixty-five (65) or the employee is declared able to return to work, whichever shall occur first.

- 15.7. A. The Board shall carry Workers' Compensation so that an employee disabled from an injury or disease due to school district employment may receive medical attention and weekly benefits while losing pay. Such insurance shall cover all benefits required by Michigan's Workers' Compensation Act. Probationary employees shall be covered under this Section.
- B. For long-term workers compensation claims, at the request of management, the union will sit down with management and the involved employee to work out some type of job that will bring the employee back to work. Each case will be handled individually to suit the situation. Some basic guidelines will be developed by management and the union so the employee is aware of procedures.

15.8

15.8.

1. *Eligible employees not electing coverage under Board of Education provided health insurance shall be provided the following benefits as an option to 15.3.A and/or 15.3.B Upon the completion of necessary paperwork, in order to drop health insurance or not elect to be covered and provide for tax sheltered annuity (403B) deductions (if elected), the Board will*

provide an annual payment of \$1,800 (\$180.00 per month) for those eligible for single subscriber coverage, \$2,800 (\$280.00 per month) for those eligible for two person coverage and \$3,600 (\$360.00 per month) for those eligible for full family coverage, each payable in ten monthly equal installments.

- 15.19 The president of AFSCME Local 160 will be provided annually a copy of the health care premium cost notices.
- 15.10 Employees medical benefits as provided in Article 15 will be pursuant to the state mandated hard cap with annual increases to the hard cap based on the State's CPI. Employees will be responsible for all costs above the hard cap for medical benefits. The parties agree to establish a Health Care Committee for the purpose of jointly exploring health care options.

ARTICLE 16

COMPENSATION

2012-13

AFSCME	2012-13 STEP 1	2012-13 STEP 2	2012-13 STEP 3	2012-13 STEP 4	2012-13 STEP 5
<u>Maintenance</u>					
Maintenance I	\$13.26	\$14.17	\$15.92	\$19.63	\$20.48
Maintenance I Field Advisor	\$13.26	\$14.17	\$15.92	\$19.63	\$20.48
Warehouse Person	\$13.26	\$14.17	\$15.92	\$19.63	\$20.48
Maintenance/Mechanic II	\$12.91	\$13.86	\$15.02	\$18.48	\$19.38
Maintenance III/Handyman	\$12.62	\$13.54	\$15.25	\$18.14	\$18.68
Dispatcher	\$12.62	\$13.54	\$15.25	\$18.14	\$18.68
<u>Custodial</u>					
Head Custodian, FHS	\$14.47	\$15.40	\$17.13	\$19.70	\$20.68
Head Custodian Middle School	\$13.26	\$14.17	\$16.21	\$18.77	\$19.78
Night Foreman, FHS	\$12.31	\$13.92	\$15.62	\$18.43	\$19.37
Head Custodian, Elementary	\$12.62	\$13.86	\$15.57	\$18.36	\$19.31
Assistant Head Custodian	\$11.67	\$12.91	\$14.94	\$17.92	\$18.48
Custodian 1/Ad Ed Custodian (position discontinued effective 10-15-12)	\$11.28	\$12.62	\$14.70	\$17.49	\$18.17
Crew Leader	\$11.98	\$13.43	\$15.30	\$18.16	\$18.91
<u>Bus Drivers</u>					
Bus Drivers	\$12.31	\$13.26	\$15.00	\$16.47	\$18.48
Utility Worker	\$9.89	\$10.81	\$11.80	\$12.77	\$13.91
Crew Leader	\$10.45	\$11.39	\$12.36	\$13.35	\$14.47

***Employees listed below will
move up a step every two years***

Cleaning Specialists	\$10.50	\$11.50	\$12.50	\$14.00	\$15.50
Non-Supervisory Head Custodian	\$12.50	\$13.75	\$15.25	\$17.75	\$19.50
Relief Bus Driver	\$12.00	\$13.00	\$14.00	\$15.00	\$16.00

For the 2013-2014 and 2014-15 school years there will be reopeners on wages only.

The parties hereby agree that the salary schedule for the position of "Ferndale High School Head Custodian" is a separate and distinct pay rate based on the size of the facility, the number of employees assigned to the facility, the number of programs housed in the facility, and the number of students enrolled in the facility. It is further agreed that no other building in the district is in anyway comparable to the Ferndale High School/Middle School Campus and for that reason Head Custodians assigned to other buildings which may have programs providing instruction to high school age students do not qualify for pay rates equivalent to those paid to the Head Custodian at Ferndale High School.

Stipends

- a. Annual stipend for the Head Custodian at Ferndale High School in the amount of \$525 for required Pool Certification and must be current.
- b. Mechanic Certification and/or SAE Certification if such certifications are required for the job for which the employee is regularly assigned in the amount of \$525 per certification (\$1,050 combined).
- c. The position of Maintenance I Field Advisor shall receive an annual stipend of \$1,100.

16.1 Step Increases

1. Employees hired between July 1st and December 31st of any school year will receive their first step increase effective July 1 of the following school year and each July thereafter.
2. 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 July thereafter.

16.2. Employees covered by this Agreement who are assigned to the second shift shall be paid a differential rate above their regular rate of twenty cents (\$.20) per hour. This differential rate adjustment will commence for employees who start work at 12:01 p.m. or later. Employees covered by this Agreement who are assigned to the third shift shall be paid a differential rate above their regular rate of thirty five cents (\$.35). This differential rate adjustment will commence for employees who start work at 7:01 p.m. or later. Shift premium will not be paid to an employee working time and a half or double time.

16.3. The compensation for all employees shall be paid bi-weekly while they remain in the employ of the district.

16.4. When an employee is assigned to a higher position to replace an employee on an extended leave he/she shall, beginning on the sixth (6th) working day, receive a pay rate one (1) step higher than his/her regular rate. After having served a total of thirty (30) working days he/she shall receive the pay rate for the position he/she is filling that would have been received if promoted to that position. An employee at the maximum of his/her pay scale shall, on the sixth (6th) working day,

receive the pay rate for the higher classification as would have been received if promoted.

Longevity

- 16.5 Longevity earnings will be paid to all eligible 12 month employees consistent with the amounts below. Amounts will be prorated at a 75% payout for all eligible 10 month employees. The appropriate longevity payment shall be made on the earliest payday in the month of July. The payment made in July is for that fiscal year and therefore made in advance. The first day of the fiscal year, July 1, shall be used to determine years of service for longevity purposes.

Longevity payments shall be given annually upon completion of the 10th, 15th and 20th full years of continuous service, except as otherwise provided herein for pro-rated payment. The payment for the above three- (3) steps shall be:

First five payments	\$ 450.00
Second five payments	\$ 950.00
All other payments	\$1,750.00

The payments set forth above shall not be cumulative and years of service must be continuous.

Effective July 1, 1987, employees, newly eligible for the first longevity payment who have completed at least 9 years and 6 months of service, but less than 10 full years, shall receive a pro-rated 1st payment of the \$336.00 amount. That pro-ration, based on complete months, shall be at 6/12, 7/12, 8/12, 9/12, 10/12, or 11/12. An employee thus pro-rated for their first payment at the \$336.00 amount shall be similarly pro-rated as they begin the first year at the \$840.00 amount or the \$1512.00 amount.

Since longevity is paid in advance, an employee retiring after July 1 shall only be entitled to a pro-rated part of the July payment, and must return the non-entitled portion to the school district.

- 16.6. The Board will provide up to 3,000 dollars (\$3,000) per year to fund voluntary in-service training each year for all custodial and maintenance employees. Credit for employees attending the Michigan School Bus Drivers Safety Education classes will be given. The union will have the authority to propose training programs and the corresponding allocation of training funds. Final approval of the programs and the disbursement of funds will rest with the management. Salary advancement for employees participating in these programs shall be granted as follows:
- A. After completion of at least one hundred (100) hours of training, an increase of ten and no/00 dollars (\$10.00) per month.
 - B. After completion of at least two hundred (200) hours of training, an increase to fifteen and no/00 dollars (\$15.00).
 - C. After completion of at least three hundred (300) hours of training, an additional five and no/00 dollars (\$5.00) per month increase (total - \$20.00).
 - D. After completion of at least four hundred (400) or more hours of training, an additional five and no/00 dollars (\$5.00) per month (total - \$25.00).
 - E. The year for in-service training credits shall be from July 1 to June 30. In-service training credits payment shall be based on the number of credit hours earned as of June 30th, and paid the earliest possible pay period in the following December of each year.
- 16.7. Adult Education custodians will continue to be in a unique job classification. This classification may have separate and distinct work hours, schedules and job duties/responsibilities based on the need of the Adult Education program. The union will be advised on a regular basis of the work schedule.

ARTICLE 17

MISCELLANEOUS

- 17.1. Special conferences for important matters will be arranged between the local president and the Superintendent, or the designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the council or a representative of the International Union.
- 17.2. Except as otherwise provided, the Board will, by September 30 of each year, provide employees with three (3) perma-press uniforms of the Board's choosing from a Board selected vendor.
- Custodial and Maintenance employees have the option every third (3rd) year of giving up one (1) uniform for one (1) heavy pile-lined winter jacket. Bus drivers will be supplied with one (1) heavy pile-lined and one (1) unlined jacket every three (3) years, plus three (3) pairs of slacks or three (3) skirts every year. Employees must wear the uniform while on the job. Failure to wear the uniform will subject the employee to disciplinary action.
- A. All newly hired custodial and maintenance employees have the option of selecting one (1) heavy pile-lined coat instead of one (1) uniform in their first year and then will revert to the normal three year cycle for coats per 17.2. above.
- B. During warm weather, when school is not in session, an appropriate tee shirt may be worn but, under no circumstances, will a cut-off or tank top be allowed. Custodial employees may alter the length of their uniform pants to the top of the knee and wear said uniform during warm weather. The duration of these privileges shall be determined by the administration in each building.
- 17.3. A. All ten (10) month employees who wish to be considered for summer work shall submit a request in writing to the Supervisor of Maintenance and Transportation at least two weeks prior to the end of school. These employees will be given preference for all such summer work.
- B. Any employee working outside their classification pursuant to 17.3.A. will be paid \$12/hour beginning January 10, 2001 and \$13/hour beginning January 10, 2002. (After this time, the employer agrees to negotiate the rate based on the formula of average rates.) Employees working within their classifications will be paid their normal rate of pay for hours worked within their classifications.
- 17.4. Employees working pursuant to Section 3 of this Article shall be paid for their normal hours of summer work for the July 4 holiday and holiday-related day provided they are eligible by having worked the last scheduled day prior to and their next scheduled day following the holiday or holiday-related day.
- 17.5. The parties to this "Agreement" agree that should the State of Michigan impose additional new costs on the Board of Education, directly related to this unit of employees, this contract may be reopened for the purpose of negotiating to resolve the district's additional new costs.
- 17.6. The union agrees to designate two representatives to work with management to develop a job evaluation tool specific to each job classification.

ARTICLE 18

RETIREMENT

For the life of this Agreement, the following will apply:

Terminal Leave Benefits

- 18.1. A. Any regular employee who retires shall be eligible for terminal pay of one day's pay for each full year of active service or major portion thereof in the School District of the City of Ferndale. Time spent on leave shall not be counted as active service.
- B. Effective July 1, 1987, an employee who retires under this section shall, in addition to A. above, be paid for all sick days in the current allowance to a maximum of seventy five (75) paid days at the rate of \$55.00 for each of these days. These days must come from the employees' current sick bank.
- C. A retiree, to be eligible for terminal 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.
- D. Should an employee die subsequent to retirement but prior to receipt of the check for this benefit, the Board agrees to pay the benefit to the eligible retiree's beneficiary as listed on the retiree's Board-paid life insurance policy.
- E. Payment shall be made no later than sixty (60) days of request for payment. Such request shall be made within ninety (90) days of termination.

ARTICLE 19

WAIVER CLAUSE

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, unless mutually agreed, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 20

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, the Union 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 Union reasonable notice in order to afford the Union the opportunity to consult with the Board as to the same before its effective date. The parties agree that emergency situations may arise where prior notification and consultation are not possible.

ARTICLE 21

ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements between the Board and the Union 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 22

DURATION OF AGREEMENT

This agreement shall commence July 1, 2012 and shall continue in full force in effect until midnight June 30, 2015 when it shall terminate. If either party desires to renegotiate this agreement they shall give the other party written notice to that affect not less than 60 or more than 90 days prior to June 30, 2015. In any event this agreement shall not be extended beyond June 30, 2015 except by written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 22nd day of August 2012.

FOR FERNDALE BOARD OF EDUCATION

FOR LOCAL #160, COUNCIL #25

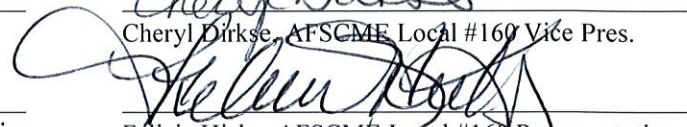

Henry Gold, Deputy Superintendent


John Hartkopf, AFSCME Local #160 President


Gary Sophia, Director of Operations


Cheryl Dirkse, AFSCME Local #160 Vice Pres.


Dee Petri, Supervisor Maintenance/Transportation


Felicia Hicks, AFSCME Local #160 Representative

1-9-13
Date

1-9-13
Date

VOLUNTARY AUTHORIZATION FOR DEDUCTION OF UNION DUES

Name _____ Home Address _____

Social Security # _____ - _____ - _____ City _____ Zip _____

Location _____ Telephone (_____) _____
area code

I request and authorize the Ferndale Board of Education to deduct from my earnings each month an amount sufficient* to provide for the regular payment of the current rate of monthly union dues or assessments certified by AFSCME Local Union No. 160, Council 25. The amount deducted shall be paid to the Treasurer of Local Union No. 160 in such manner as may be set forth in the Collective Bargaining Agreement between the Union and the Board.

This authorization shall remain in effect unless terminated by me, in writing, during the last two weeks of June of any year.

(Signature of Employee)

(Date of Signing)

(Date of Delivery to Board)

SCHEDULE A

VOLUNTARY AUTHORIZATION FOR DEDUCTION OF SERVICE FEE

Name _____ Home Address _____

Social Security Number _____ - _____ - _____ City _____ Zip _____

Location _____ Telephone (_____) _____
area code

I request and authorize the Ferndale Board of Education to deduct from my earnings each month a service fee in an amount equal to the current rate of monthly union dues certified by AFSCME Local Union No. 160, Council No. 25. The amount deducted shall be paid to the Treasurer of Local Union No. 160 in such manner as may be set forth in the Collective Bargaining Agreement between the Union and the Board.

This authorization shall remain in effect unless terminated by me, in writing, during the last two weeks of June of any year.

(Signature of Employee)

(Date of Signing)

(Date of Delivery to Board)

SCHEDULE B

APPENDIX A Special Provisions for Bus Drivers

Bus drivers are entitled to all provisions of the Master Agreement which are appropriate and these special provisions:

A.1. Bus Drivers

- a) A regular route will consist of a minimum of four (4) hours per day. This route may be made up of a trip in the a.m. and a trip in the p.m. Drivers will be paid for normal, regular hours worked within their classification, for sick days, holidays and vacation times. Field trip drivers will be paid an average six (6) hours. If the Board eliminates field trips, those drivers affected will be paid their normal hours worked.
- b) A driver will normally work a minimum twenty (20) hours on full scheduled five (5) day weeks, except during emergency periods.
- c) Drivers will be allowed one- (1) hours pay each week for the washing of their bus.
- d) Whenever possible, field trips and extra runs will be rotated among properly qualified bus drivers. However, such trips/runs shall not be assigned to a driver if the assignment, in any manner, interferes with the driver's regularly scheduled route. Drivers refusing such assignments will be charged as though they had accepted the additional work.
- e) Drivers shall receive two (2) hours show-up time in the event they are not notified of cancellation.
- f) Drivers electing to accept assignments during any school recess period (i.e., summer and other break periods) must submit a written request for any driving assignments to the Director of Transportation at least 2 weeks prior to the recess period. Such assignments shall be made on the basis of driver qualifications and seniority.
- g) Any driver involved in an extended school year program will keep their runs when the other schools are out and work around their bus runs to make up their four- (4) hours. If they request and are granted additional work outside their classifications, they will be paid the appropriate summer wage.
- h) When on a bus/truck run, bus drivers and truck drivers shall have a pay rate for wait time of \$13.00 per hour. Additional wait time after 40 hours worked per week will be 1 ½ times the wait time rate of \$13.00 per hour.

A.2. Interlochen Bus Trip

In order to insure the availability of the required number of drivers for the Interlochen Band Trip, the following will be order of selection:

- a) Transportation mechanic
- b) All central maintenance and bus drivers by seniority provided they possess the certification necessary to drive vehicles used in the trip
- c) In addition, central maintenance and bus drivers must have worked the previous years transportation overtime and refused no more than 5 overtime assignments.
- d) Central maintenance and bus drivers will only be considered for these assignments if they comply with Section 17.3 of the Master Agreement and request summer work at least two weeks prior to the end of the school year.

It is understood that this will be the start of the new school year's overtime board and that the drivers selected can be pulled off their regular runs so they can make this trip and this will not be considered in conflict with Schedule B.A.1.D.

A.3. Title (Working Schedules)

Drivers scheduled to work eight (8) hours per day shall receive payment of one and one-half (1.5) time for work over eight (8) hours per day or over forty (40) hours per week. Time worked on Saturday shall

be paid at one and one-half (1.5) time and time worked on Sunday shall be paid at double (2) time.

HOLIDAYS AND VACATION DAYS

14.1. The following days shall be recognized and observed as paid holidays:

Independence Day	Christmas Day
Labor Day	New Year's Day
Thanksgiving Day	M. L. King. Jr.
Memorial Day	

14.2. In addition, the following holiday-related time off with pay shall be granted:

The day following **Thanksgiving**
The day preceding **Christmas** or related day
The day preceding **New Year's** or related day
Good Friday
Independence Day related day

In lieu of the Friday before Labor Day and the Monday after Easter which will now become regular work days, each bargaining unit member who is eligible will be given two (2) floating holidays to be arranged with the mutual agreement of the supervisor.

Employees shall be eligible for pay on holidays and holiday related days provided they shall have worked their last scheduled day prior to and their next scheduled work day following the holiday or holiday related day, unless they are on vacation, paid sick leave, authorized personal business day, and have pay due during the pay period in which the holiday or holiday related day falls.

Drivers who are working in any job classification over the summer will be paid holiday pay for the July 4th and the July 4th related day, if working. Pay for these days will be for hours worked at the time and at the rate of pay they are making at the time. They must have worked their last scheduled day prior to and the next scheduled day after the holidays.

A.5. Vacation Payment

Regular bus drivers shall receive pay for five (5) days, for hours normally worked, if employed for more than six (6) months as of July 1. All employees, who have completed four (4) years of service as of July 1, shall be entitled to additional five- (5) days pay. Bus Drivers may schedule vacation so long as it will a) not unduly interfere or hamper normal operation of the transportation department and b) provided a request is made in writing to the Supervisor of Transportation at least two weeks prior to the requested vacation date. In so far as it is possible within these limitations vacations shall be scheduled at a time satisfactory to the employee. It is clearly understood that the scheduling of vacation is within the sole discretion of the Supervisor of Transportation.

A.6. Sickness Days

- a) All bus drivers who have completed one (1) year of service in the district shall be credited at the beginning of the school year with thirteen (13) sickness days. The number of days for that year plus all previously accrued days, not used, shall be known as current allowance. Paid absence will be allowed up to the number of days in the employee's current allowance. New employees shall earn sickness days at the rate of one (1) day for each full month worked. Drivers are also eligible for all appropriate provisions of Article 13.

A.7. Insurance Protection for Bus Drivers

Pursuant to the conditions of Section 1 of Article 15, the Board shall provide insurance to bus driver employees as outlined below.

- a) Health Insurance:
 - 1) The Board will provide fully paid medical benefits, as detailed in Article 15, Section 3.A. for bus drivers and their immediate family members
 - 2) Bus drivers are also entitled to the provisions of Article 15, Sections 5 (dental) and 8 (optical)
- b) Life Insurance:

Bus drivers shall be eligible for life insurance benefits as outlined in Section 1 of Article 15 and Section 4 of Article 15.

A.8. General Provisions

- a) Driver Duties and Regulations

The Board will compile duties and regulations for the control of its buses and their proper use for the benefit of drivers, students, and the Board.
- b) Health Examinations
 - 1) For the protection of children, it shall be the policy of this Board of Education to require health examinations of new hires and employees as provided by law and Board of Education policy. All costs of examinations shall be paid by the Board.
 - 2) All employees absent for two (2) weeks or more because of illness or injury shall supply a letter from their physician certifying their fitness to return to work. However, the Board may require these employees or employees showing definite signs of impaired physical or emotional health to undergo an additional examination at the Board's expense.
- c) In addition to the above, school bus drivers are required by Act 117 of the P.A. of 1957, as amended, to take and pass a physical and mental health examination before driving a bus at the beginning of each school year. The Board shall pay the cost of such examination which shall be performed by a Board sanctioned or appointed physician. Any bus driver who reports for work upon employment or at the beginning of a school year without presenting school bus driver medical examination record shall be required to furnish such test reports before being allowed to drive.
- d) All reports from the above shall be filed in the Board of Education Offices, on Board-approved forms, and shall become a part of the employee's confidential personnel records.
- e) Bus drivers disqualified from driving because they failed the required State Department of Education Road and Skills test shall be reassigned by the Board for up to thirty (30) work days or until they re-qualify for driving, whichever comes first. The rate of pay for the reassignment shall be the contract rate associated with the new assignment.

Drivers disqualified for any other reason shall be handled by the Board on a case by case basis as required by the Board and/or State law.

ACCIDENT REPORTS

All accidents, however slight, caused by or occurring on or near a motor coach, including any unusual occurrences, such as disturbance by passengers, etc., and all accidents resulting in personal injury or property damage shall be fully, properly, and completely reported by the employee involved upon report blanks provided by the insurance company. Such reports shall be prepared in conformance with insurance company rules and shall be delivered to the Board during the day on which the accident or occurrence took place, if possible, but in no event later than twenty-four (24) hours after the accident or occurrence took place.

ACCIDENT PREVENTION

The Union recognizes that accident prevention work is necessarily incidental to the operation of the Board's transportation system and that safety programs, safety meetings, and general accident prevention work is mutually beneficial both to the Board and its employees. The Union, therefore, agrees that it will encourage the employees to cooperate with the Board in such safety work.

APPENDIX B New Custodial Classifications

Cleaning Specialists

It is agreed that an employee will move to the next step every two years. (i.e. Step 1: 2012/2013 school year, Step 2: 2014/2015.

It is further agreed that the Cleaning Specialists classification will encompass all the benefits of the AFSCME contract with the exception of medical benefits. Cleaning Specialist employees will have single subscriber coverage only. The employee may elect to buy up coverage for their spouse and family.

Any current employee that applies for and is awarded a position as a Cleaning Specialist will maintain all seniority under the Collective Bargaining Agreement, however, will be placed at Step 1 of the Cleaning Specialist pay schedule.

Non-Supervisory Head Classification

Movement from one step to the next step will occur every two years.

2. The District will post three such Non-Supervisory Head Custodian positions, one at Harding, one at the Career Center and one at Jefferson. These positions will be posted prior to the layoffs of Custodial I employees referenced in paragraph one. The District will phase out the Assistant Head positions through attrition. Any current employee who applies for and is awarded a position as a non-supervisory Head Custodian will maintain all seniority under the Collective Bargaining Agreement, as well as be placed at their appropriate step as of July 1, 2012; i.e. an employee on step 2 as of June 30, 2012 will be placed at Step 3 as July 1, 2012. Pay increases will be effective on the date of ratification of the Tentative Agreement by the Board. The District will create a Non-Supervisory Head Classification in each building where there is only one custodial employee.

Relief Bus Driver Classification

Movement from one step to the next step will occur every two years. The relief bus driver classification will encompass all the benefits of the contract with the exception of the medical benefits. Relief bus driver employees will have single subscriber coverage only. The employee may elect to buy up coverage for their spouse and family. The relief bus driver classification will be guaranteed four hours per day. The relief bus driver will be expected to pay for exams and license fees at the time of training and employment but will be reimbursed those fees if still employed after two years

Appendix C: Work Rules

In certain instances, when in the opinion of the Employer the misconduct of an employee warrants it, discharge may be invoked after review and investigation by the Human Resources Department. Violation of the following Work Rules, but not limited to the following work rules may be considered just cause for immediate discharge.

The Employer shall only discharge employees for just cause.

Should the discharged employee or the Union Representatives consider the discharge to be improper, a complaint shall be presented in writing through the Union to Step Two (2) of the grievance procedure within five (5) regularly scheduled working days of the discharge.

1. Knowing or intentionally falsifies Employers records.
2. Five (5) consecutive workdays of absence with out leave, authorization, or failure of the Employee to notify the Employer of his/her absence, in proper cases exceptions shall be made.
3. Conviction of a felony while employed by the Employer.
4. If convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to the property of the Employer.
5. Possessing lethal weapons on Employers property or while performing Employers business.
6. Commits an aggravated assault or battery while performing Employer business.
7. Insubordination, which includes refusal to perform work assigned from a designated supervisor acting within the realm of his/her responsibility and authority. This does not apply when there are health and safety issues involved.
8. Failure to comply with the Railroad Crossing Section of DOT Safety Regulations as outlined in Section 392.10 of the February 1992 Regulations unless proper authorization is approved.
9. Violates any child protection law.
10. Sexually harasses a student.