

**Agreement Between  
The Board of Education  
of the  
Waterford School District  
and the  
Waterford Federation of Support Personnel**

**2016-2019**



**Human Resources Department  
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# WATERFORD SCHOOL DISTRICT

## BOARD OF EDUCATION

2016-2019

Robert Seeterlin	President	Robert Petrusha, Jr.	Trustee
Bob Piggott	Vice President	Joan Sutherland	Trustee
John Himmelspach	Treasurer	John Paul Torres	Trustee
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## ADMINISTRATION

Dr. Keith Wunderlich	Superintendent of Schools
Janet McLeod	Director, Human Resources

## NEGOTIATING TEAMS

### **Michigan Federation of Support Personnel**

Ginger Roehr, Field Representative  
Dianne Alessi, President  
Alicia Hennemann, Vice President  
Patricia Kidwell, Secretary  
Leslie Brandon, Treasurer

### **Waterford School District Board**

Janet McLeod, Chief Negotiator  
William Holbrook, Executive  
Director, Business & Operations

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**AGREEMENT BETWEEN  
WATERFORD FEDERATION of SUPPORT PERSONNEL  
AND WATERFORD BOARD of EDUCATION**

**ARTICLE I  
RECOGNITION**

- A. The Board hereby recognizes the Waterford Federation of Support Personnel (WFSP), affiliated with the (AFT Michigan), the American Federation of Teachers (AFT), AFL-CIO, as the exclusive bargaining representative, as determined by a Michigan Employment Relations Commission Consent Election, certified on April 22, 2002; for certain Waterford School District employees as stated below for purposes of collective bargaining with respect to rates of pay, wages, and hours and conditions of employment.
- B. The term, “employee”, when used hereinafter in this contract, shall refer to employees included in the bargaining unit as set forth in the paragraph below. The term, “Board”, when used hereinafter, shall refer to the Board of Education, the Superintendent, all other Central Office Administrators, Principals, Assistant Principals and all other supervisory personnel. The term “Union” when used hereinafter shall refer to the Waterford Federation of Support Personnel (WFSP) affiliated with the AFT Michigan, AFT, AFL-CIO and its Officers.
- C. The bargaining unit includes all full-time and part-time regularly scheduled employees of the district, including paraprofessionals, para educators, classroom paraprofessionals, transportation paraprofessionals, office paraprofessionals, noon attendants, hall monitors, administrative technicians, and childcare employees. Excluded are all other school district employees, union and nonunion including but not limited to supervisors, temporary employees, substitute employees, casual and those covered by board policy.
- D. Specifically the positions in the unit are:
- Paraprofessionals
    - Classroom
    - Transportation
    - Office
  - Center Program Para educators
  - Building Support
    - Parking lot attendant
    - Hall monitor
    - Noon supervisor
  - Technicians
    - Computer Technicians
    - Administrative Technicians
  - Child Care
    - Child Care Assistants
    - Child Care Coordinator
  - Senior Center
    - Sr. Center Assistants
    - Sr. Center Driver

(\* ) It is understood by the Waterford Federation of Support Personnel (WFSP) and the District that the pay classification Paraprofessional includes, but is not limited to the following sub classifications: General Education Paraprofessional, Special Education Paraprofessional, Title I Paraprofessional, Title 31A Paraprofessional, ASD Paraprofessional, EI Paraprofessional, CI Paraprofessional, SCI Paraprofessional and SXI Paraprofessional.

As these categories comprise the classification Paraprofessionals, seniority, layoff, recall, reduction in hours and restoration of hours is based on the pay classification Paraprofessional, not the sub classification.

- E. The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

## **ARTICLE II RIGHTS OF THE BOARD**

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the WFSP, either as to the taking of actions under such rights, or with respect to the consequence of such action during the term of the Agreement. During the life of the agreement the Board will not implement a new policy that is a mandatory subject of bargaining prior to bargaining it with the Federation. Such rights shall include, by way of illustration and not by way of limitation, the right to:
  - 1. the executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees during working hours;
  - 2. hire all employees and to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such employees unless specified otherwise in this agreement, determine and re-determine job content and responsibilities.
  - 3. decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
  - 4. determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operations or operation; the means, methods, and processes of carrying on the work, including automation or contracting thereof, or changes therein; the institution of new and/or improved methods or changes therein;
  - 5. adopt rules and regulations;

6. determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities;
7. determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
8. determine the policy affecting the selection, testing or training of employees.

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

- B. The matters contained in this Agreement and/or the exercise of such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement, unless by mutual consent.
- C. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the Laws or Constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the School Code are preserved.
- D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

### **ARTICLE III EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- A. An employee shall strive for excellence in his/her work, and take advantage of opportunities for continually improving his/her skills and relationships with the Board, co-workers, and the public.
- B. The Federation and individual members thereof, agree to uphold and honor the policies, rules, regulations and practices of the Board and sections of this Agreement. Neither the Federation, its representatives, nor any member, shall assume administrative or supervisory authority or direct employees to disregard the instructions or directions of the Board unless the Board is limited by this Agreement.
- C. Employees are responsible for maintaining a continuous high level of service to the welfare and benefit of the school district. Employees, therefore, are responsible for discharging their work assignments with proficiency and making a conscientious effort to meet all the duties of their positions.
- D. No Federation representative, or employee, shall engage in Federation activities or business during employee working hours, without Board approval.

- E. The Federation is hereby granted the right to reasonable use of school premises for its business meetings, after receiving prior approval from the Board, and providing it pays any overtime costs which may be incurred by the District.
- F. The Federation may have reasonable use of the District's mail service and mailboxes for its business and social events announcements and may post notices on a part of the school bulletin boards in building lounges, provided all such announcements and notices contain the name of the Federation officer or representative authorizing the same.
- G. Nothing in this Contract shall be construed to deny or restrict an employee's rights under the Michigan General School Laws, or applicable civil laws. The rights granted in this Contract are deemed to be in addition to those provided elsewhere. This paragraph is not deemed grievable under the grievance procedure herein.
- H. When the Board disciplines employees, it will not be arbitrary or unreasonable.
- I. A suspended or discharged seniority employee will be allowed to discuss his/her suspension or discharge with the President or Vice President for up to thirty (30) minutes. Nothing contained herein, however, shall prevent the Board from requiring the summary removal of the offending employee, if it appears that the safety of any person, property, or the maintenance of order requires such summary removal.

#### **ARTICLE IV GRIEVANCE PROCEDURE**

##### **A. DEFINITION**

A "grievance" is a claim based on an employee's belief that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

The "Grievance procedure" shall not apply to any matter which is prescribed by law, or State regulation, or over which the Board is without power to act. No Board prerogative shall be made the subject of a grievance unless it is a violation of this agreement. A grievance may be filed by an aggrieved employee or by the Federation, whenever the grievance applies to more than one building and/or a group of employees with a common complaint has requested such action.

##### **B. PROCEDURE**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

##### **1. STEP ONE**

An employee with a grievance shall first discuss it with the immediate supervisor/principal, within five (5) calendar days from the time of the incident over

which the employee is aggrieved. At the employee's option, one Federation representative may be present at this discussion in an attempt to resolve the problem.

If the grievance is not resolved, the matter shall be reduced to writing by the grievant and submitted to the same supervisor/principal. The written grievance must be given to the supervisor/principal within six (6) calendar days of the time of the informal discussion with the supervisor/principal, in order for it to proceed. Within six (6) calendar days after presentation of the written grievance, the supervisor/principal shall give a written response to the grievant.

## 2. STEP TWO

In the event that the aggrieved employee is not satisfied with the disposition of the grievance in Step One, or in the event that no decision has been rendered within six (6) calendar days after presentation of the written grievance, the grievant may file the grievance in writing with the Federation or its representative within twelve (12) calendar days after the decision in Step One.

The Federation shall make a judgment on the merits of the grievance. If the Federation decides either that the grievance lacks merit or that the decision in Step One is in the best interests of the educational system, it shall so notify the employee and the Board and the matter, insofar as the Federation is concerned, is terminated. If the Federation decides that, in its opinion, the grievance has merit, it shall refer such grievance in writing to the Director of Human Resources, or such other person as the Superintendent may designate within five (5) calendar days after the Step One Grievance decision. Copies shall also go to the Superintendent, the appropriate Director and the employee's supervisor.

Within nine (9) calendar days after the Director of Human Resources receives a grievance, a meeting with the aggrieved employee and representatives (maximum - three) of the Federation shall be scheduled in an effort to resolve the grievance. If the grievance is transmitted directly to the Director of Human Resources, (omitting Step One), it must be submitted within nine (9) calendar days from the time of the incident over which the employee is aggrieved. A meeting will be scheduled with the Federation within nine (9) calendar days of receipt of the grievance. The decision on the grievance shall be rendered within nine (9) calendar days after such hearing; copies sent to the aggrieved, the Federation, the Supervisor/Principal, Director and the Superintendent.

## 3. STEP THREE

If the grievance is not settled at Step Two, it may be referred in writing to the Superintendent within nine (9) calendar days after receipt of the notice at Step Two. The Superintendent shall hold a hearing on the grievance within fifteen (15) calendar days, providing an opportunity for the employees to present their view, along with others who may be invited to testify. The Federation shall be present to state its view. The written decision of the Superintendent shall be rendered within nine (9) calendar days after the close of the hearing and submitted to the aggrieved, the Federation, the Principal/Supervisor, the Director and the Board of Education.



#### 4. STEP FOUR

If the grievance is not settled at Step Three, it shall be referred in writing to the Board of Education within nine (9) calendar days after receipt of the notice in Step Three. The Board shall hold a hearing within thirty (30) calendar days or designate one or more its members to hold a hearing, or otherwise investigate the grievance or prescribe such other procedure as it may deem appropriate for consideration of the grievance. The Federation shall have an opportunity to present its view at this Step. Within twenty (20) calendar days, the Board or such representative as it may authorize, shall render a decision on the grievance and present it in writing to the aggrieved employee, the Federation, the Principal/Supervisor, the Director and the Superintendent.

#### 5. STEP FIVE

If the grievance remains unresolved at the conclusion of Step Four, it may be submitted for binding arbitration at the request of the Federation, provided written notice of the request for submission to arbitration is delivered to the Board within nine (9) calendar days after the date of the Board's written decision at Step Four. Within seven (7) calendar days after the date of the written notice to the Board, the Federation must file a request for arbitration with the American Arbitration Association or the grievance is closed.

The Arbitrator must then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association.

All Arbitration Hearings shall be held in the school district.

The Arbitrator shall hear the grievance, if within the Arbitrator's powers, and shall render a decision in writing within thirty (30) days from the close of the hearing. The Arbitrator's decision shall be submitted in writing and shall set forth the Arbitrator's findings and conclusions with respect to the issues submitted to arbitration.

### C. POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator, except as the arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish salary scales or change any salary.
3. The arbitrator shall have no power to rule on any of the following:
  - a. The termination of services of, or failure to re-employ any probationary employee;
  - b. The placing of a probationary employee on additional probation;
  - c. Any matter involving employee evaluation;

- d. Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.
4. The arbitrator shall have no power to change any practice, policy or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rules or any action taken by the Board. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Board from this Agreement unless the arbitrator finds that the Board has violated this agreement. It is understood that any matter not specifically set forth herein remains with the reserved rights of the Board.
5. In rendering decision, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
6. If either party 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 there is no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. There shall be no appeal from an arbitrator's decision if within the scope of the arbitrator's authority set forth above. It shall be binding upon the Federation, its members, the employee or employees involved, and the Board.
8. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.
9. Claims for back pay: All grievances must be filed in writing within five (5) calendar days from the time the alleged violation occurred. The Board shall not be required to pay back wages more than seven (7) calendar days prior to the date a written grievance is filed except in the case of a pay shortage of which the employee could not have been aware before receiving pay. Any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files the grievance within seven (7) calendar days after receipt of the pay.
  - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that may have been received from any source during the period of the back pay.
  - b. No decision in any one case shall require a retro-active wage adjustment in any other case, unless other cases were filed and pending on the representative case.
10. The arbitrator cannot grant relief extending beyond the termination date of this Agreement.
11. It is understood that the arbitration clause shall not be applicable to the grievance procedure when such grievance arises in the period between the termination of the present agreement and the effective date of its successor.

12. The arbitrator may not make an award, which, in effect, grants the grievant and/or the Federation that which it was unable to secure during collective negotiations.

#### D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Any grievant(s) may be represented at all stages of this grievance procedure by a person of their own choosing, except that they may not be represented by an officer, member, or representative of any employee organization other than the Federation. When an employee is not represented by the Federation, the Federation shall have the right to be present and to state its views at all stages of this grievance procedure. Either party at any Step may be represented by Counsel, but reasonable notice shall be given to the other party in advance, if counsel is to be present.
2. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Federation, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Federation has been given opportunity to be present at such adjustment.

#### E. MISCELLANEOUS

1. Steps Two, Three, and Four of this grievance procedure may be passed to the next level for any reason as determined by the Board, or its representative (e.g. - no authority to make the judgment; a decision has been rendered in a similar previous case). However, a hearing must be held at one of the Steps.
2. It is assumed that the grievance problems will be handled at times other than when the employee is at work, and that members of the Federation will be present to process grievances promptly. In the event this is not possible due to conflict in schedules (unwillingness of witnesses to testify after hours) or for other reasons, the grievance will be processed after the working day and the Federation (or the employee, if the Federation will not represent) will pay the cost of its witnesses and members and the Board will pay its witnesses. If the Board determines to hold the grievance hearing during the work day, then there shall be no charge to the Federation and/or the employee.
3. If more than one employee has a similar complaint which has been individually discussed as provided in Step One, the Federation may file a grievance to be commenced at Step Two, in lieu of individual grievances.
4. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Federation to proceed to the next step of the procedure.
5. Failure to file the grievance in writing, as specified in Step Two, or to forward as specified in Steps Three, Four and Five, shall mean the grievance is waived.
6. The employee must be present at any level of the grievance procedure where the grievance is to be discussed.

7. The filing of a 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 on the grievance.

## **ARTICLE V WITHHOLDING DEDUCTIONS**

- A. Deductions from the regular salary of employees shall be made upon proper authorization to the Board of Education.
- B. The following deductions are authorized; Federal and State Income Tax; Social Security, Retirement, Health Insurance, Credit Union, United Fund, Fixed and Variable tax-deferred annuities, as determined by the Board, and Board Flexible Spending Account.
- C. Membership in the Federation is not compulsory. Employees have the right to join, not join, maintain or drop their membership as they see fit. Neither party shall exert pressure on or discriminate against an employee in regard to such matters.
- D. The interpretation, application, administration and enforcement of this Section shall be in accordance with the requirements of the Labor Management Relations Act of 1947, as amended, and construed by the National Labor Relations Board, Federal Courts, Michigan Attorney-General's Opinions, and to the extent that it does not conflict with any Federal or State Laws.

## **ARTICLE VI NO STRIKE CLAUSE**

- A. The Federation agrees that it, or the employees it represents, shall not authorize, cause, sanction, condone, engage in, or acquiesce in any strike as defined in the Michigan Public Act 335, as amended by Public Act 379, and/or defined as a slow-down, stoppage, sit-in, boycott, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position, 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 conditions, compensation or the rights, privileges or obligations of employment and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation at any of the facilities of the Waterford School District.
- B. In the event of any such violation of this Article, this Federation shall endeavor to return the employees to work as expediently and quickly as possible, by using the media available.
- C. There shall be no liability for damages on the part of the Federation if it promptly takes action to return employees to work.
- D. The Board shall have the unlimited right to discipline, up to and including discharge, any employees for taking part in any violation of this Article.

- E. Any discipline rendered under the Article is subject to the Discipline and Grievance Procedure of this Agreement.

## **ARTICLE VII LEAVES**

### **A. SICK LEAVE**

1. The purpose of the sick leave program is to provide income protection, to the extent herein provided, during periods of involuntary absence from employment due to personal sickness or injury to the employee.
  - a. Sick leave shall not be granted to probationary employees.
  - b. Sick leave shall be defined as personal illness of the Waterford employee due to infectious disease, contagious disease, organic defects and mental disorders. Sick leave shall also include a physical disability caused as a result of accidental injury. Personal illness shall not be used for such reasons as cosmetic surgery, sex change operations, and any elective medical treatment, or for any surgical procedure that can be scheduled during non-work days. The benefits of the sick leave plan do not apply to voluntary abortion, sterilization, intentionally self-inflicted injuries, disabilities resulting from the commission of an assault, a battery or felony; or those due to war, insurrection, rebellion, or participation in a riot.
  - c. To receive paid sick leave time for a mental disorder or an emotional condition, the problem must be verified by a psychiatrist, which may be confirmed by a Board appointed physician.
  - d. The sick leave benefits extend only to an employee's regular position(s) and do not include overtime and employment for extra compensation.
  - e. Paid sick leave is for the personal use of the Waterford School District employee. Sick days can not be used because a member of the employee's family is ill or for any purpose other than personal illness of the employee as herein defined.
2. Seniority employees shall receive one (1) day of sick leave equal to their normal working day if they work a full month. Sick days shall accumulate to sixty (60) days.
3. When approved by the immediate principal/supervisor, the following paid leaves of absence shall be granted:
  - a. A maximum of up to four (4) days per work year shall be granted for each death of an immediate family member. Immediate family is defined as spouse, mother, father, son, daughter or stepchildren of employee.
  - b. A maximum of up to three (3) days per work year shall be granted for each death of a relative. Relative is defined as brother, sister, grandparents, mother-in-law, father-in-law or grandchildren. If more time is needed, vacation days may be used.
4. Employees required to report for Jury Duty during working hours will be released with pay provided they turn over any earnings excluding mileage received for Jury Duty. If not impaneled for all or part of a given day, the employee will report to work.

5. Military leave shall be granted to employees who are drafted or are called to active duty from the Reserves in any branch of the U.S. Armed Forces. Reinstatement shall be in accordance with the conditions and procedures of this provision and evidence of an honorable or general discharge or release from active duty from the military service.
6. Childbearing:
  - a. A leave of absence using sick leave bank days may be granted for the length of time the employee's physician will certify, in writing, the employee is physically unable to work. At the end of that period of time, the employee shall return to her former position.
  - b. Employees shall continue employment as long as they can continue their regularly assigned responsibilities. The Board may require a physician's statement to this effect.
  - c. Employees on childbearing leave shall give the Board at least one (1) week notice of their return date, as verified by a physician's statement.

#### B. APPROVED SHORT TERM PAID LEAVES OF ABSENCE

Up to two (2) approved absence days (non-cumulative), when approved by the immediate supervisor, shall be granted and not deducted from the employee's sick leave bank. If an employee is hired after the first semester, the employee shall receive one (1) approved absence day for that work year. Approved leaves of absence are paid based on the average hours worked in a five (5) day week. Approved leaves of absence can only be used for mortgage closings, funeral attendance or medical/dental appointments that can not be made during non-work days.

#### C. LEAVES OF ABSENCE WITHOUT PAY

1. When approved by the Appropriate Director or Principal, a maximum of two (2) working days may be granted without pay for the following leaves:
  - a. Occasional personal leave which could not be arranged at another time, or for which the school district feels no responsibility, such as a honeymoon, shopping, to seek another position, an extension of a vacation period, activities of spouse, and/or children, hunting, marriage, divorce or similar reasons;
2. When approved by the Director of Human Resources or his/her designee, a maximum of up to four (4) days for Union business may be granted to the WFSP officers (President, Vice President and Secretary), annually.

#### D. OTHER LEAVES

The Human Resources Department may grant leaves for reasons not covered in this Article, including health leaves, or extensions of the above leaves. Each request for this leave will be considered on its individual merit. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave should be granted is final.

#### E. GENERAL CONDITIONS OF ALL LEAVES

1. The Board normally will not require a physician's statement for every individual sick day of an employee, but may require one in the following instances:
  - a. If the employee has an excessive absenteeism record;
  - b. If the bargaining unit has an unusual number of members absent on the same day or from the same facility;
  - c. After three (3) consecutive days of illness;
  - d. An absence the day before and/or the day after a holiday or vacation period
2. Salary for a holiday shall be paid only when the work days preceding and succeeding the holiday are worked. If the employee indicates that illness was the cause of such absence, the employee shall furnish a doctor's statement certifying the illness within two (2) work days after such absence, if requested by the Board. The employee will then be paid.
3. The Board may send employees to its physician before and after leaves for sickness or childbearing and for health and/or disability concerns.
4. Upon return from any approved leave of more than forty-five (45) work days (except for childbearing) the Board shall return the employee to an open position for which it believes he/she can meet the specific skill and job requirements and is in the same classification. If no position is available for the employee in their classification at the end of the leave, the Board shall extend the leave until an opening occurs for which he/she has the specific skills and job requirements; but, in no event, will the leave be extended more than six (6) months after the original leave ends. The employee will not be required to take a position in a lower pay classification.

## **ARTICLE VIII HOLIDAY ALLOWANCE**

- A. If celebrated by the school district, the following holidays are granted to seniority employees, at their regular rate of pay, if the holidays occur during the regular work term; if the employee works the scheduled work day before and the scheduled work day after the holiday; or meets the conditions outlined above, or is on an approved paid leave of absence.
- B. Employees shall receive pay for Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24, December 25, December 31, January 1, Good Friday, Easter Monday, Memorial Day and July 4 for those working during July; based on the average hours worked in a five (5) day week. (Average hours of normal workweek divided by five (5) days equals holiday pay). If the employee works two or more pay classifications, it is the average hours for each position that determines holiday pay.
  1. Whenever employees cease to receive Board pay, they shall cease to receive holiday pay as well, unless on an approved leave of absence without pay.
  2. When a designated holiday falls on a Saturday, the Friday before will be observed as the holiday for purposes of this Agreement. In the event that such holiday shall fall on a Sunday, it shall be observed for purposes of this Agreement on the following Monday.

**ARTICLE IX**  
**TRANSFERS/PROMOTIONS/VACANCIES**

- A. A transfer is a lateral change within a job classification where there is no addition or increase in compensation; for example, a movement to another building or to another job within the salary classification, falls into the definition of a transfer. A transfer can be requested by an employee or made by the Board. The Board shall give ten (10) working days notice of involuntary transfer.
- B. A transfer or promotion of an employee to another classification will be at the same experience level held in the other classification in terms of wages and sick leave.
- C. Transfers shall be based upon the employee's ability to meet the job qualifications, in the Board's judgment. The Board shall exercise its discretion as to the feasibility of honoring any or all transfer requests and will take in consideration satisfactory work performance and seniority.
- D. A promotion is a movement to a higher paying classification than the one in which the employee is currently employed.
- E. As each new position is created or as each vacancy occurs, notice of such vacancy will be posted on the intranet and/or district website for five (5) working days if not filled by a person on leave. Employees may request transfer or promotion through Human Resources. Such requests must be made in writing to Human Resources, and copy given to the supervisor, setting forth the employee's qualifications for the vacant position, and the reason for the requested change. The receiving supervisor/principal will consider all such applicants in the process of filling the vacancy, and with the approval of Human Resources, the position will be filled. In the event of misunderstandings, Human Resources will determine the assignment of employees and the decision will be final. Failure to follow the above procedure may cause the request to become null and void.
- F. Employees placed in a new position by promotion or transfer, shall be required to satisfactorily complete a probationary period of thirty (30) working days, starting from the date of employment in the new position. If the employee is not satisfactory in the new position, the employee shall return to their former position. The final determination of whether the employee is selected for any position rests with the Board. Employees shall have the right to revert to their former classification during the first two (2) weeks on the job.
- G. The Federation President will be given, in writing, the name of the person selected for the posted positions.
- H. During the summer vacation period, those employees wishing to know of the postings as stated in Section 5, shall provide Human Resources with a personal email address and/or three self-addressed envelopes with the proper postage. The only responsibility of the Board is to email and/or send the postings out in the envelopes provided by the employees.



- I. Any posting for new positions and vacancies shall include job title, job location, starting date and classification. Whenever possible, the Board will also list the minimum qualifications for the position and it will select for interview those employees, which, in its opinion, meet the minimum qualifications.
- J. In the event a program is scheduled during the summer, current members of the bargaining unit will be offered the first opportunity to work, if the assignment falls within their job classification and qualifications.

## **ARTICLE X PROBATION, SENIORITY, LAYOFF/RECALL**

### **A. PROBATION**

1. Employees hired new to the District or rehired after having quit, who are members of the bargaining unit, as defined herein, shall serve a probationary period of sixty (60) actual working days in their job assignments.

There shall be no seniority among probationary employees. The sixty (60) working day probationary period shall be accumulated within not more than one year. The sixty (60) working day period may be extended for any absences of the employee during that period, by the number of said absences. Upon completion of the probationary period seniority reverts to day of hire.

2. The Board retains exclusive right to discharge and take any disciplinary action involving a probationary employee and such action as is deemed appropriate by the Board shall not be subject to the Grievance Procedure.
3. The sixty (60) working day probationary period for employees may be extended for one time only up to thirty (30) working days upon written recommendation of the immediate supervisor to the Director of Human Resources.
4. Credit for vacation allowance and sick leave shall be granted to the employee for whom this Agreement provides vacation allowance and/or sick leave and who has satisfactorily completed the probationary period, retroactive to the number of work days of probation.
5. The employee who terminates employment with the Waterford school District and is later rehired shall be considered a new employee under this Agreement.

### **B. SENIORITY**

1. Seniority shall be by pay classification basis, as established per this Agreement, in accordance with the employee's last date of hire.
2. An employee shall lose seniority status for the following reasons:
  - a. Quits or retires;
  - b. Is discharged, and the discharge is not reversed through the Grievance Procedure;

- c. Is absent from work for two (2) consecutive working days without notifying the Board (except if there is a serious verifiable medical condition which was cause for no notification) and/or without approval of the Board;
  - d. Overstays by two (2) working days a leave of absence, as herein provided, unless an extension is granted by the Board;
  - e. Layoff for twenty-four (24) consecutive calendar months or the length of their employment with the district, whichever is shorter;
  - f. Mandatory retirement;
  - g. If the employee falsified the employment application, leave of absence application and/or insurance application.
3. Within thirty (30) days after this Agreement has been ratified, the Board will post on the intranet an updated seniority list. The list will be updated twice a year and dated.
  4. While an employee is on an approved paid leave of absence, seniority shall accrue.
  5. An employee who accepts a position in another classification within the bargaining unit shall have their seniority accrued in the prior classification frozen.
  6. Part-time employees working a full-year shall receive a full year of seniority credit.

#### C. LAYOFF/RECALL/REDUCTION IN HOURS/RESTORATION OF HOURS

##### LAYOFF:

1. Any reduction of positions within a pay classification that causes one or more employees to be laid off, shall be made according to the following order/procedure:
  - a. The necessary number of probationary employees within the classification;
  - b. The necessary number of seniority employees within the affected classification shall be laid off in the following manner:
2. The first to be laid off are those with the lowest seniority date in the affected classification. If the seniority date is the same, the affected employees will draw numbers with the one receiving the lowest number being laid off first.
3. The Board shall give employees fourteen (14) calendar days notice for any layoff that shall last longer than thirty (30) calendar days. This provision shall not apply if there is a loss of work due to any labor dispute. If the lay off is less than thirty (30) days the Board shall notify the employee as soon as possible, but in no event less than one full work day in advance.
4. The Board will continue the insurances in effect for those laid-off employees for the remainder of the month in which the layoff is effective.
5. Any employee who is laid off and recalled shall not lose previously accumulated and credited seniority.

## RECALL:

1. Recall shall be made by written certified or registered notice to the former employee's last known address on file with the District Human Resources Office and shall require that the employee report for work within seven (7) calendar days after date of delivery or proof of non-delivery.
2. It is the employee's responsibility to keep the Board informed of his/her current address.
3. Laid-off employees shall be recalled in reverse order of layoff to their former pay classification.
4. Should a laid-off employee be assigned a position and refuse it, the employee shall lose all rights to be recalled and shall be considered a quit.
5. The Board has no obligation to recall probationary employees who are laid-off.
6. Laid-off employees shall be on the recall list for the length of their employment with the district or for two (2) years, whichever is shorter.

## REDUCTION IN HOURS:

1. Reductions in regular hours within a pay classification in a given department/within a building will be made according to the following:
  - a. Probationary employees with the same job title will have hours reduced first.
  - b. Seniority employees with the same job title/classification, in reverse order of seniority, will have hours reduced first.
    - (1) If the seniority date is the same, employees will draw numbers with the one receiving the lowest number having their hours reduced first.
    - (2) Seniority employees, whose hours are reduced, may bump in another pay classification if they have seniority in that classification and if that position has the same hours originally held before the reduction.

The Board shall have the right of assignment and latitude to make reductions in regular hours contingent upon documented training, restrictions placed by funding sources, programming needs of the district or maintenance of existing assignments. The Board will provide the union with notice when exceptions are made to the above procedure.

2. The Board shall give employee's fourteen (14) calendar days' notice of any reduction in hours that shall last longer than thirty (30) calendar days.
3. If the reduction in hours is less than thirty (30) days the Board shall notify the employee as soon as possible, but in no event less than one full work day in advance.
4. The Board will continue the insurances in effect for those employees whose hours are reduced below the threshold of insurance eligibility for the remainder of the month in which the reduction in hours is effective.

## RESTORATION OF HOURS:

1. If regular hours are available to be restored within a pay classification in a given department within a building prior to the fall fourth Wednesday count of the school year following the year of the reduction, the hours will be restored in reverse order of reduction.
2. If the employee's restoration of hours is not available until after the fall fourth Wednesday count of the school year following the reduction, there will be no obligation to restore hours.
3. The Board has no obligation to restore hours to probationary employees whose hours are reduced.
4. Should an employee refuse the restoration of additional hours, the employee shall lose all rights to additional hours in the future.

## **ARTICLE XI OVERTIME**

- A. All overtime hours to be worked must be approved on the appropriate forms by the employee's supervisor prior to being worked. The Board will provide the appropriate forms.
- B. All overtime must be worked for district business. No pay shall be given for work done at home and all compensatory overtime must be taken in compliance with the law.
- C. All overtime worked beyond forty (40) hours paid per week shall be at time and one-half.
- D. Overtime pay shall be paid in the same period or the next pay period after it is worked.

## **ARTICLE XII DISCIPLINE**

Bargaining unit members will comply with policies and regulations adopted by the Board if not in violation of the Agreement. No members will be disciplined without just cause. The member may request a WFSP representative to be present when the Board meets with the employee in an investigation that may lead to disciplinary action.

**ARTICLE XIII  
WAIVER CLAUSE**

The parties acknowledge that, during the 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 removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither the Board, nor the WFSP, for the life of this Agreement, unless by mutual agreement, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, except for new policies that are mandatory subjects of bargaining. These policies will first be bargained with the Federation.

**ARTICLE XIV  
SPECIAL CONFERENCE**

A “Special Conference” may be mutually arranged between the WFSP President and Human Resources Department on non-grievable issues. The agenda will be determined at that time and reduced to writing. The meeting will be limited to the agenda items. Each party may bring up to two additional representatives to the meeting. The parties may mutually agree to add another person or persons if needed at the conference.

**ARTICLE XV  
INSURANCE**

- A. It is understood that any member of the bargaining unit covered by any other employer-paid group health and hospitalization policy is not eligible for the listed coverage under Insurance, G. Any employee covered by another employer health insurance plan shall reimburse the District the amount paid for the health coverage by the District.
- B. The Board shall provide employees who work sixteen (16) hours or more per week, with a group term life insurance policy in the amount of fifteen thousand dollars (\$15,000) with provisions of double indemnity in the event of accidental death. Coverage for completing their probationary period will begin the first month following completion of a satisfactory probationary period, provided the necessary enrollment forms have been completed and filed with the Benefits Office. The insurance provides a thirty (30) day conversion right upon termination of employment. Any employee electing the right of conversion in order to keep their life insurance in force must contact the insurance company within thirty (30) days of their last day at work.
- C. The Board shall provide, seniority eligible employees working sixteen (16) hours or more a week with single person vision/dental coverage during the months worked.
- D. The insurance benefits provided herein shall begin when the employee has completed probation and the necessary forms. Board payment for insurance protection shall terminate when the employee’s employment is terminated, or when the employee is on a leave of

absence without pay, or when the employee is not receiving a wage from the Board, except as provided in this Agreement.

- E. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.
- F. The Board, by payment of the premium payments required to provide the coverages set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board of Education or the WFSP, nor shall such failure be considered a breach of any obligation by either of the two organizations.
- G. For employees who are in their first four years of employment in WFSP as an eligible child care coordinator, child care assistant coordinator, technician, administrative technician, and senior center assistant working at least 32.5 hours in a week, who elect Board insurance, the Board will pay 75% of the single person monthly up to the cap established by 2011 Public Act 152. .

The Board will provide the eligible seniority employee in the following classifications: child care coordinator, child care assistant coordinator, technician, administrative technician, and senior center assistant working at least 32.5 hours in a week, who elect Board insurance, with single person health insurance up to the cap established by 2011 Public Act 152.

In the event that the law or applicable administrative regulations shall change prior to the expiration date of this Agreement so as to meaningfully affect the obligations or prerogatives of the School District regarding health care insurance benefits, providers, or claims management, including but not limited to, the availability of a pool or multiple employer participatory group, the parties hereto agree, that the School District shall have the authority, notwithstanding any provision(s) within this Agreement and subject to any applicable duty to bargain in good faith, to comply with any such obligation and avail itself of any such prerogatives.

- H. Disputes between beneficiaries of an employee and any insurance company shall not be subject to the Grievance Procedure as herein established.
- I. Employees may purchase Board provided health insurance through payroll deduction.

## **ARTICLE XVI VACATIONS**

- A. The vacation periods granted shall be scheduled by the employee's immediate supervisor/principal during days when school is not in session. Non-grievable exceptions may be made by the Director of Human Resources.
- B. The vacation rate shall be the employee's regular rate for the scheduled work period, not including any overtime benefits.

- C. Credits for earned vacation will be received only for those months in which an employee's received pay for the majority of the scheduled working days of that month.
- D. An employee who is laid off, retired, or terminated, will receive pay for all earned unused vacation and the employee who may have used more vacation days than were earned, shall repay the Board.
- E. Earned vacation days may not be postponed from one year to the next but will be forfeited unless taken or paid for.
- F. After the first full year of employment, as approved by the appropriate supervisor/principal the following employees will receive the designated number of vacation days: Technician and Administrative Technicians (1 day per month worked up to maximum of 10 days); Senior Center Assistants working 32.5 hours or more a week (10 paid vacation days). All other employees working more than 15 hours a week shall receive ½ day a month, if the employee worked at least 11 days that month
- G. Starting in 2007-2008, each employee will receive one (1) additional paid vacation day to be used when school is not in session or on a nonscheduled work day as approved by administration.

**ARTICLE XVII  
MISCELLANEOUS**

- A. Board Information
 

The Board agrees to furnish the Federation in response to reasonable requests, available information concerning the district, in order to assist the Federation in developing intelligent, accurate, informed and instructive programs on behalf of the employees, together with information which may be necessary for the Federation to process a grievance and for negotiations.
- B. The parties agree that it would be difficult to have a unified lunch periods and breaks applicable to all positions. The parties agree that employees working one position for five (5) consecutive hours or more will continue to arrange for an unpaid lunch break with their supervisor appropriate to the work location and job responsibilities. Employees working more than one position for a total of five (5) hours or more will receive one (1) break during the day of not more than ten (10) minutes. These employees will work with their supervisor to arrange these breaks in a manner appropriate to the work location and job responsibilities.
- C. Members of this bargaining unit may have up to two (2) in-service days a year as determined by the Board but will have at least one (1) day.
  - 1. A committee will be created between the Board or its designated representative and Union to plan professional development for each school year.
- D. The Board shall provide Worker's Compensation Insurance protection for injuries incurred in the course of employment.

- E. Employees shall exercise care with respect to the safety of pupils and property, but shall not be individually liable to the Board for damage or loss to person or property except in the case of negligence and/or neglect of duty.
- F. Any case of assault upon an employee in the performance of his/her duties shall be promptly reported to the Board or its designated representative. A determination of the severity of the case will be made by the Board and employee jointly, and appropriate action may be taken.
- G. No written notice of any parent complaint directed toward an employee shall be placed in any employee's personnel file without the employee's knowledge. Copies of all such dated notices shall be provided to the employee for signature. The employee may provide a written statement of the matter, to be attached to the notice in the personnel file, within ten (10) school days. Principals and supervisors are urged to call such matters to the employee's attention whenever they occur or whenever a problem seems to be developing.
- H. When the district receives an F.O.I.A. request for information pertaining to an employee, the Board will make the employee and WFSP aware of the request.
- I. Mileage Allowance – employees given authorization to use their personal vehicle in the course of carrying out their individual work assignment(s) will be reimbursed at the current IRS allowance.
- J. Present employees that have wages and or benefits beyond those established by this contract shall continue to receive the same. "Present employees" refers to employees hired prior to July 1, 2004, still employed, and those who remain in the same classification.  
  
Wages and benefits are grandfathered for employees who remain employed in the same classification as held prior to July 1, 2004.
- K. When the Board of Education closes school to all students due to inclement weather, association members will not be required to report to work and will receive their normal average daily wage. Student instruction days not worked by association members due to weather or "acts of God", that the District would have to make up to meet the State minimum requirements for pupil instruction as required by MCLA 388.1701 (3) and (4), of the State School Aid Act, as amended by P.A. 239 of 1984, will not be paid if employees were not required to report to work.
- L. The purpose of the installation of cameras/monitors is to increase the safety and security in that building. The WFSP, upon request, is entitled to information detailing where cameras/monitors are located in each building. It is specifically understood that surveillance equipment (i.e. cameras) cannot be used for purposes of staff evaluation or monitoring. It is understood that situations may arise warranting review of video. If any incident of illegal activity of staff is observed on the video, the WFSP will be immediately notified and will be given the opportunity to review the tape(s) within three (3) working days of receipt of the notice.
- M. Evaluations will be completed the first two years for a new member and then bi-annually thereafter unless indicated otherwise on the evaluation.



N. The parties agree that any part of the contract rendered unenforceable as a result of recent legislation is unenforceable.

**ARTICLE XVIII  
ENTIRE AGREEMENT**

This agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon the District and the WFSP. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between the District and the WFSP, and signed by the parties.

**ARTICLE XIX  
DURATION OF AGREEMENT**

This Agreement represents the entire Agreement between the Waterford School District Board of Education, and the Waterford Federation Support Personnel and shall become in effect upon the ratification of this Agreement by the Board of Education and the members of the Waterford Federation of Support Personnel and shall continue into effect until midnight, June 30, 2019, and from year to year thereafter, unless either party hereto shall give the other party at least sixty (60) calendar days written notice, by registered mail, before the end of the term of this Agreement, or before the end of any annual period thereafter, of its desire to terminate.

In the event that a successor agreement is not in place by the end of the expiration of this agreement, the agreement will automatically continue on a day to day basis until a successor agreement is reached or upon a thirty day notification from one party to the other that the extension will end.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the 9 day of NOV, 2016.

WATERFORD FEDERATION OF  
SUPPORT PERSONNEL

By: Janne Aluse  
President

By: Alicia Henneman  
Vice President

WATERFORD SCHOOL DISTRICT  
BOARD OF EDUCATION

By: Robert Seeterlin  
Robert Seeterlin, President

By: Heather Halls  
Heather Halls, Secretary

Waterford Federation Support Personnel  
WAGE SCHEDULE 16-17\*

	<b>Start</b>	<b>1st Year</b>	<b>2nd Year</b>	<b>3rd Year</b>
<b>Paraprofessionals, Senior Center</b>	\$ 9.93	\$ 10.69	\$ 11.29	\$ 12.00
<b>Center Program Paraeducators**</b>	\$ 11.75	\$ 13.00	\$ 13.60	\$ 14.30
<b>Building Support</b>				
Noon Attendants, Parking Lot, Hall Monitor	\$ 10.64	\$ 10.85	\$ 11.07	\$ 11.28
<b>Technicians</b>				
<b>Administrative Technicians</b>	\$ 11.30	\$ 12.05	\$ 12.65	\$ 13.36
	\$ 13.80	\$ 14.55	\$ 15.15	\$ 15.86
<b>Child Care</b>				
Assistants	\$ 9.98	\$ 10.69	\$ 11.29	\$ 12.00
Child Care Coordinator	\$ 14.94	\$ 15.70	\$ 16.30	\$ 17.01

In the event any other recognized Waterford School District bargaining unit ratifies an across the board increase such as revenue sharing, the increase will be added to the WFSP wage schedule for the 2016-2017 school year.

2017-2018 Wage Opener - April 2017  
2018-2019 Wage Opener - April 2018

(\*) Frozen

(\*\*) Will receive 1 Year Wage in 2017-2018