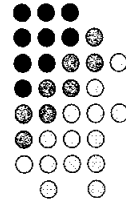




**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
OF THE WATERFORD  
SCHOOL DISTRICT AND THE  
WATERFORD FEDERATION  
OF SUPPORT PERSONNEL  
2006-2007**

**Waterford School District**



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**WATERFORD SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**2006-2007**

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Peni F. Aldrich	Assistant Superintendent, Human Resources

**NEGOTIATING TEAMS**

**Michigan Federation of Support Personnel**

Alyssa Picard, Field Representative  
Rhonda Ernst  
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Janice Kuzinski, President  
Linda Smith, Treasurer

**Waterford School District Board**

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## CONTENTS

Article	Title	Page
I	Recognition .....	1
II	Rights of the Board .....	2
III	Employee Rights and Responsibilities.....	3
IV	Grievance Procedure .....	4
V	Withholding Deductions/Agency Shop .....	8
VI	No Strike Clause .....	12
VII	Leaves .....	13
VIII	Holiday Allowance .....	15
IX	Transfers/Promotions/Vacancies .....	16
X	Probation/Seniority/Layoff/Recall.....	17
XI	Overtime .....	19
XII	Discipline .....	19
XIII	Waiver Clause.....	20
XIV	Special Conference .....	20
XV	Insurance .....	20
XVI	Vacations.....	21
XVII	Miscellaneous .....	22
XVIII	Entire Agreement .....	24
XIX	Duration of Agreement .....	24
	Wages.....	25

**MASTER 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 Michigan Federation of Teachers and School Related Personnel (MFT&SRP), 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 MFT&SRP, 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, classroom aides, transportation aides, clerical aides, 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:
- Child Care Assistants
  - Child Care Assistant Coordinator
  - Child Care Coordinator
  - Assistants I & II
  - Classroom Teacher Assistant
  - Technician
  - Administrative Technician
  - Assistant – Senior Center
  - Van Driver – Senior Center
  - Aide – Senior Center

**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 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 subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, 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 Master 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 twelve (12) 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 Assistant Superintendent of Human Resources, or such other person as the Superintendent may designate within twelve (12) calendar days after the Step One Grievance decision. Copies shall also go to the Superintendent, the appropriate Director and the employee's supervisor.

Within twelve (12) calendar days after the Assistant Superintendent 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 Assistant Superintendent of Human Resources, (omitting Step One), it must be submitted within twelve (12) calendar days from the time of the incident over which the employee is aggrieved. A meeting will be scheduled with the Federation within twelve (12) 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/AGENCY SHOP

- 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, Board Flexible Spending Account, Federation fees (WFSP, MFT & SRP, AFT and COPE).

### C. AGENCY SHOP - PAY DEDUCTION

1. 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.
2. Except as provided elsewhere herein, all employees in the bargaining unit, on the sixtieth (60th) work day following the beginning of their employment, or the execution of the Collective Bargaining Agreement, whichever is later, as a condition of employment, either:
  - a. Remain or become members of the Federation, or
  - b. Pay to the Federation a service fee set by the Federation.
3. 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.

To this end, it is understood and agreed that the following items are necessary:

- a. **Grace Period:** There shall be a grace period from date of employment or effective date of Agreement, whichever is later, for employees to evaluate the situation and make their decisions.
  - b. **Availability of Membership:** The Federation must permit employees to join the Federation.
  - c. **Equal Membership:** The Federation must allow membership on an equal basis; full participation must be on an equal basis.
  - d. **Application for membership:** As a condition of employment, the Federation cannot deny an employee membership or the right to pay the service charge if she/he has tendered or offered to pay.
  - e. **Dues and Fees:** An employee need only tender regular dues to retain his/her employment. Assessments, fines etc., are not considered within the dues.
4. Exceptions to Section 2 above shall be:
- a. Temporary employees shall not be required to join the Federation or pay a service charge thereto.
  - b. Part-time employees and employees hired after the contract's effective date shall be required, as a condition of employment, to tender (through direct payment or deduction authorization) only a pro rata amount of the membership dues or service charge. Such pro-ratum shall be based on a maximum of ten (10) months (school year), or 12 months depending on their work year, the number of months remaining in the school year (within a month, it is the majority of days left that shall govern), and the number of hours worked as compared to a full time employee.
5. In the event that the employee covered by Section 2 above does not join the Federation, either directly or through a voluntary deduction authorization, as provided in Section 7 below, on the sixtieth (60th) work day as required, such employee shall be terminated in

conformance with the policy of the Board; provided the Federation has complied with the following:

- a. Fulfillment of the requirements and necessary items set forth in Section 3 and elsewhere in this Section
  - b. Fulfillment of its fiduciary obligations by sending written notice to the employee, with copy of same to the Board, that she/he has an obligation to tender dues or service charge, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made;
  - c. Fulfillment of its responsibilities by sending written notice to the employee (copy to the Board) that he/she has not fulfilled her/his obligations by the requisite date or reasonable period of time thereafter, and that a request for her/his termination is being made to the Board:
  - d. By stating in the request for termination that such request is in conformance with the provisions of this section, that the employee has not complied with her/his obligations, that it is an official request of the Federation and that the "save harmless" clause, set forth in Section 12, a., below, shall be put into effect.
6. If an employee has tendered directly to the Federation her/his membership dues or has a written authorization in effect requiring the deduction of dues, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Federation.

The Federation cannot cause the discharge of an employee who has resigned from, or has been expelled by the Federation, for any reason other than her/his failure to tender the dues to the Federation, either directly or after revocation of his/her authorization.

7. In the event an employee does not tender his/her payment of dues or service charge directly to the Federation, she/he may execute a written authorization to the Board for deduction from her/his pay. Such written authorization to the Board for deduction from her/his pay must be voluntary and is revocable from year to year, preferably between June 1 and September 1. The deductions permitted under the authorization shall be:
- a. Federation Member - the regular and equal amount of the Federation dues, excluding fines, assessments, etc.
  - b. Non-members - the amount of Federation dues, referred to as "service charge", devoted directly to collective bargaining, contract administration and grievance adjustment, as certified by the Federation.
8. The Procedure for deductions shall be:

By July 1, of each year of this Master Agreement, the Federation shall certify to the Board, in writing, the current rate of dues. No changes, in dues deduction privileges will be permitted, unless the Federation assumes the cost of such change.

- a. Deductions for Federation membership dues and non-members service charge shall be one-tenth of such amount from the regular salary check each month for ten (10) months or one twelfth for those working 12 months, beginning in September, and ending in June of each year, after receipt of a signed authorization by the individual employee.

- b. By the fifteenth (15th) of each succeeding month, the Board shall transmit the monies to the Treasurer.
9. The following requirements are understood and agreed to by the parties:
  - a. At the beginning of each month, before the dues deduction, the Federation shall send a list of employees who have signed authorizations, revoked authorizations, paid directly to the Federation, the amount of monies outstanding from an employee, and any other pertinent information necessary to the orderly administration of this Section.
  - b. Accompanying the transmittal of monies deducted, the Board shall send a list of employees who have had monies deducted from their pay, the amount to be deducted from future paychecks, receipts of signed authorizations, and/or revocations, and any other pertinent information necessary to administer this Section.
  - c. If an employee shall leave the employ of the Board before the completion of her/his deductions, her/his obligation under this Section ends on the last day of the month her/his employment is terminated, and the Federation will hold the Board harmless for any collection of dues remaining.
  - d. The Federation shall hold the Board harmless on account of any monies deducted and remitted to the Federation pursuant to this Section.
10. If any of the provisions of this Section are attacked or made the subject of a lawsuit or contested in an administrative agency proceeding, the following shall be done:
  - a. All monies to be paid or deducted as the case may be, except those authorized in writing, shall be placed in an escrow account pending final adjudication of the outcome of the suit(s) or contestations.
  - b. No employee who has received a termination notice pursuant to this Section shall be terminated until there is a final adjudication of the suit(s) or contestation. If, however, such employee has not filed suit, joined or participated in a suit, or sought to exhaust her/his administrative remedies, her/his services shall be terminated.
11. If any court of competent jurisdiction or administrative agency holds that an "Agency Shop" clause is invalid, illegal or unconstitutional, or that it violates any Federal or State law, this "Agency Shop" clause, or any part thereof, (which this Section does not conform to or with) shall be null and void and the Federation shall reimburse all employees who have been required to pay either dues, or service charges; provided such employees must request the Federation for reimbursement within thirty (30) days of such court, agency, or legislative decision or action.
12. As a condition of the effectiveness of this Section, the Federation agrees:
  - a. To indemnify and save the Board, each individual School Board Member, and all administrators harm-less 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.

13. If, at any time during the duration of this Contract, the Federation authorizes, causes, or engages in or sanctions any strike, sick-out, or work stoppage of any kind involving bargaining unit members; or pickets, or if there is a refusal to perform the duties of employment by employees, then this Section shall become null and void and inoperative during the life of this Agreement.

**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;
  - b. And up to two (2) days for activities of the WFSP officers.

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 in school district buildings 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 three self-addressed envelopes with the proper postage. The only responsibility of the Board is to 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 Assistant Superintendent 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 twelve (12) consecutive calendar months;
  - f. Mandatory retirement;
  - g. If the employee falsified the employment application, leave of absence application and/or insurance application.
3. The Board shall give the WFSP President, when requested, but no more than twice in a calendar year, two updated seniority lists. Within thirty (30) days after this Agreement has been ratified, the Board will give to all members of the bargaining unit, an updated seniority list.
  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

#### 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. If this employee has seniority in another pay classification, the employee may bump the lowest seniority employee in that classification if they have more seniority.
4. 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.
5. 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.
6. 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 Personnel 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.

## **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. The following employee classifications shall, if eligible, will receive single person Blue Care Network (HMO) health insurance if they work at least 32.5 hours in a week: Child Care Assistant Coordinators (50% Board Paid), Child Care Coordinators, Technician I and Administrative Technicians; Senior Center Assistants.
- H. Disputes between beneficiaries of an employee and any insurance company shall not be subject to the Grievance Procedure as herein established.

## **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 Assistant Superintendent 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: Twelve month Child Care Coordinators (6 days); Technician I 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 (effective 2004-2005 year).



**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. Printing of Contract**

The Board will reproduce and provide the union with twelve (12) copies of the ratified Collective Bargaining Agreement. The Board shall make the Agreement available to all members of the bargaining unit via intranet with passwords and access to computers.

**C.** 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.

**D.** Members of this bargaining unit may have up to two (2) inservice days a year as determined by the Board but will have at least one (1) day.

**E.** The Board shall provide Worker's Compensation Insurance protection for injuries incurred in the course of employment.

**F.** 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.

**G.** 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.

**H.** 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.

**I.** When the district receives a F.O.I.A. request for information pertaining to an employee, the Board will make the employee and WFSP aware of the request.

J. 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.

K. 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.

L. Emergency Closing – if the decision is made to close all operations employees who are scheduled to work will not need to report to work to be paid.

**ARTICLE XVIII  
ENTIRE AGREEMENT**

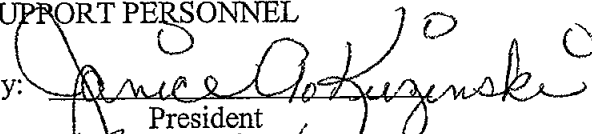
This agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon the District and the WFSP. This Agreement is subject to amendment, alteration or additions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

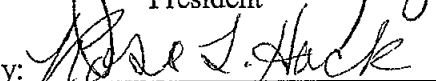
**ARTICLE XIX  
DURATION OF AGREEMENT**

This Agreement represents the entire Agreement between the Waterford School District Board of Education, and the Waterford Federation Support Personnel and shall become of effect from October 2, 2006 and shall continue in effect until midnight, June 30, 2007, and from year to year thereafter, unless either party hereto shall give the other party at least ninety (90) 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 WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the 4<sup>th</sup> day of January, 2007.


WATERFORD FEDERATION OF  
SUPPORT PERSONNEL

By:   
President

By:   
Secretary V.P.

WATERFORD SCHOOL DISTRICT  
BOARD OF EDUCATION

By:   
President

By:   
Secretary

## WAGES

CLASSIFICATION	1% October 2, 2006	1% Jan. 1, 2007*	2% BALANCE**
Assistants I & Senior Center/Van Driver	\$9.93	\$10.03	\$0.10
Assistants II	\$10.64	\$10.75	\$0.11
Classroom Assistant	\$9.93	\$10.03	\$0.10
Child Care Assistant	\$9.99	\$10.09	\$0.10
Technician	\$11.31	\$11.42	\$0.11
Child Care Assistant Coordinator	\$11.76	\$11.88	\$0.12
Administrative Technician	\$13.80	\$13.94	\$0.14
Child Care Coordinator	\$14.95	\$15.10	\$0.15
Senior Center Aide	\$8.40	\$8.48	\$0.08

Those Technicians working afternoon shall receive .35 (35 cents) more per hour.

The primary employee assigned to perform the healthcare procedure(s) will be paid \$70.00 per semester.

Employees hired after December 11, 2006 will use direct deposit for paychecks.

\*Less than 12 month will receive 1% increase starting January 29, 2007

\*\*If the State Foundation Grant exceeds \$7,168 for the 06-07 school year, 2% balance is paid on the last pay pending final state foundation calculations. (This amount is multiplied by the number of hours worked first semester, beginning October 2, 2006.)

