

By and Between

THE BOARD OF EDUCATION
School District of the City of River Rouge

and

LOCAL UNION 2555

Affiliated with Council 25
American Federation of State, County, and
Municipal Employees

July 1, 1991 -- June 30, 1996

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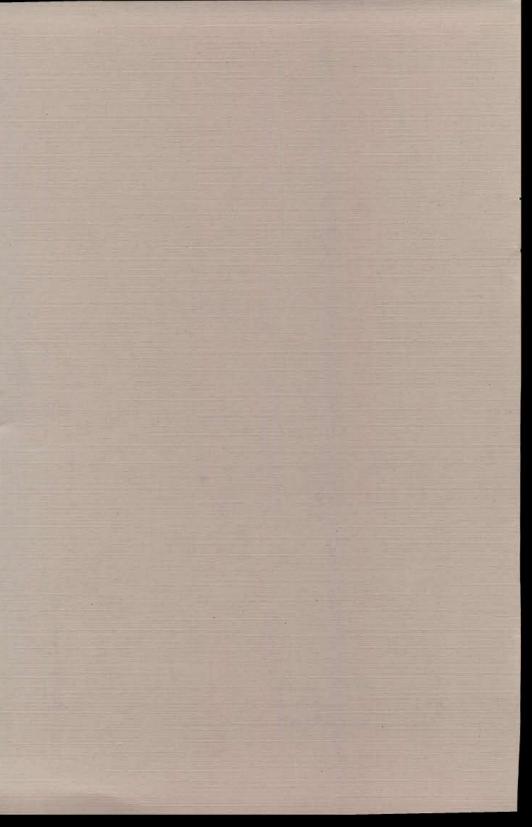


TABLE OF CONTENTS

Page	
Preamble	1
Article I - Recognition	1
Article II - Aid to Other Unions	2
Article III - Union Security and Check-Off	2
Article IV - Board Rights	4
Article V - Discrimination	5
Article VI - Representation	8
Article VII - Grievance Procedure	9
Article VIII - Seniority	12
Article IX - Layoff and Recall	14
Article X - Employee Movement	16
Article XI - Wages, Hours of Work, and	
Overtime	19
Article XII - Holidays	22
Article XIII - Vacations	25
Article XIV - Leaves of Absence	27
Article XV - Sick Leave	28
Article XVI - Funeral Leave	29
Article XVII - Personal Days	29
Article XVIII - Jury Duty	30
Article XIX - Insurance Benefits	31
Article XX - Health and Safety	33
Article XXI - Special Conferences	34
Article XXII - Miscellaneous	35
Article XXIII - Uniforms	37
Article XXIV - Job Descriptions	38
Article XXV - Teacher Aides and	
Hall Monitors	41
Article XXVI - Waiver	46
Article XXVII - Termination	46
Economic Package	48
Memoranda of Understanding	49

This agreement made and entered into this 26th day of October, 1992 by and between the Board of Education of the School District of the City of River Rouge (hereinafter called the "Board") and Local Union 2555, affiliated with Council 25 of the American Federation of State, County, and Municipal Employees (hereinafter called the "Union") has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment covered by this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Board, the Union, and the employees and the community.

The parties recognize that the interest of the community and the job security of the employees depend upon the Board's establishing and

maintaining proper service.

To these ends the Board and the Union encourage, to the fullest degree, friendly and cooperative relations between the representatives of the Board and the Union and the employees.

ARTICLE I Recognition

Section 1-Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize

month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted between the fifteenth (15th) and thirtieth (30th) day of the current month.

(e) Termination of check-off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the School Board of the names of such employees following the end of each month in which the termination took place.

(f) Disputes concerning membership: Any dispute arising as to an employee's membership in the union shall be reviewed by the superintendent or designee and representatives of the Local Union, and if not resolved, may be decided at the final

step of the grievance procedure.

Section 5. The Union shall indemnify and save the Board harmless against any claims, demands, suits, and other forms of liability, that may arise by reason of the Board's compliance with the provisions of Article III of this Agreement.

ARTICLE IV Board Rights

Section 1. Except as modified by the specific terms of this Agreement, the Board shall retain all rights and powers to manage the River Rouge School District and direct employees. The Union recognizes these rights as conferred by the Laws and the Constitution of the State of Michigan and inherent in the Board's responsibility to manage the Public School system, including, but not expressly limited to the right:

(a) to the executive management and administrative control of the school system, its

properties and facilities, and the activities of its employees during employee working hours;

(b) to hire all employees, determine their qualifications, and conditions for continued employment:

(c) to promote, demote, dismiss or transfer all

such employees:

(d) to determine the schedules, hours, duties, responsibilities and assignment of employees;

(e) to determine whether and to what extent any

work shall be performed by employees;

(f) to establish rules and regulations governing the performance of work by employees;

(g) to establish new job classifications and the rate

structure for such classifications.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, and regulations thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE V Discrimination

Section 1. The Board of Education agrees not to discriminate against any employee or applicant for employment in the terms or conditions of employment on the basis of age, sex, color, race, national origin, religion, handicap or for the exercise of any rights guaranteed under the Public Employee Relations Act.

Section 2 . Employee Harassment

A. The employer and the union hereby declare and establish as the official policy of the Board of

Education, the principle that an employee shall not be subjected to offensive, verbal or physical conduct, actions or abuse, of a sexual, ethnic, racial, or religious nature during the course of, or incidental to employment with the Board of Education.

- Furthermore, the employer determines that such actions and/or conduct is inimical to good, efficient, and effective operation of the school district.
- B. Prohibitive Conduct. The actions or conduct specifically prohibited by virtue of this policy are physical or verbal actions that have as their purpose or effect the creation of a hostile, offensive, or intimidating working environment or has an ethnic, racial, religious or sexual basis or both. Examples of such conduct or actions which are prohibited by virtue of this policy include, but are not limited to physical contact of a sexual nature, sexual, racial, ethnic or religious related jokes, comments, insults, cartoons, innuendoes or other personal contact, conduct, or mannerisms that would be construed as offensive to an average employee in carrying out his employment duties or responsibilities in the workplace.
- C. Review. The employer and the union hereby advise all employees that upon the filing of any complaint regarding unwarranted employment harassment, that it will take immediate steps to prevent such unwanted actions /or conduct from reoccurring and will investigate and determine all such incidents in a fair, impartial and expeditious manner. Each complaint or incident will be thoroughly investigated on a case-by-case basis and a formal determination made thereon. With respect to those incidents where a violation of

this policy is shown to have occurred, immediate actions will be taken to remedy the situation and prevent further actions or conduct from occurring.

- D. The employer and the union assure each and every complainant under this policy that no retaliatory conduct will be taken either by the Board of Education or any employee under the control of the Board of Education. Any conduct or action which is deemed to be retaliatory in nature will be dealt with as a violation of this policy and subject to the same procedures as outlined herein.
- E. <u>Penalty</u>. All persons who violate this policy will be subject to disciplinary procedures up to and including discharge dependent upon the severity and recurrent nature of the conduct involved.
- F. How To File A Charge. It is the employee's specific responsibility to assist in the elimination of the actions or conduct prohibited by this policy. Every supervisor is specifically charged with the responsibility of preventing such behavior from occurring within their respective work areas. Such conduct, when observed, should be dealt with immediately.
- G. Any employee who feels that they have been subjected to the harassment specified in this policy should immediately report the offending incident, action, or conduct to their immediate supervisor at the earliest possible moment. In the event that the employee feels that the supervisor has not given the allegation sufficient or adequate consideration or if the supervisor fails to take appropriate steps to correct the problem within three (3) days of the alleged complaint the employee should immediately contact the

Secretary of the Board of Education for the purpose of filing a formal complaint relative to the offending conduct.

ARTICLE VI Representation

- **Section 1.** The employees in each building shall be represented by a steward who shall be a regular seniority employee working in such building. There shall be only one steward for each building except in the High School where there shall be one steward for each shift, provided the employee is on said shift.
- **Section 2.** The Union shall furnish in writing the names of all stewards upon their election or appointment by the Union.
- **Section 3.** During overtime periods where three (3) or more employees are assigned, but in which a steward is not working, the President of the Local, upon notification, shall designate one of the working employees as a temporary steward. The name of the temporary steward will be furnished in writing to the appropriate supervisor.
- Section 4. Each steward shall be allowed, when necessary, a reasonable amount of time to investigate any grievance occurring within his/her respective area of representation during his/her scheduled working hours without loss of pay. Should it become necessary for a steward to leave his/her place of work in order to investigate a grievance, the steward shall first notify his/her immediate supervisor of the name of the employee he/she is going to see, and shall allow his/her immediate supervisor to make arrangements to insure an uninterrupted work schedule when necessary before leaving the work to which he/she is assigned. Such arrangements shall

be made within a reasonable period of time. The steward shall notify his/her immediate supervisor upon return to work. The above privilege is extended to stewards with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused.

Section 5. Neither the Union nor its officers, committee persons, stewards, or members shall conduct any Union activity during the working hours other than the handling of grievances in the manner and to the extent herein provided.

Section 6. There shall be a grievance committee composed of not more than three (3) full time seniority employees, one of whom shall be the President of the Union. The Union shall furnish the Board with the names and addresses of the members of the Grievance Committee upon their election or appointment by the Union together with such changes as they occur.

Section 7. Should the members of the Grievance Committee be required to attend a grievance meeting during their scheduled working hours they shall do so without loss of pay.

ARTICLE VII Grievance Procedure

Section 1. A claim by an employee, groups of employees, or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement shall be deemed a grievance under this contract and will be subject to the grievance procedure hereinafter provided.

Section 2. The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended

only by mutual consent of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the School Board's last answer. In the event that the School Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the School Board's grace period for answering.

Section 3. All specified time limits herein shall consist only of school or work days.

Section 4. All grievances shall be presented in accordance with the following procedure.

STEP ONE: Any employee who believes he or she has a grievance shall, within (3) working days of the action or event upon which the grievance is based, discuss the matter with his immediate supervisor. The employee may choose to have a Union representative present at such discussion.

STEP TWO: If the grievance is not resolved at Step 1, it may be presented in writing, to the Building Principal within ten (10) working days of the action or event upon which the grievance is based. The Building Principal shall render his decision on the grievance within five (5) working days after it is submitted to him in writing.

STEP THREE: If the grievance is not resolved at Step 2, it may be presented to the Superintendent of Schools, in writing, within twenty (20) working days of the action or event upon which the grievance is based. The Superintendent shall render his decision within ten (10) working days after it is submitted to him in writing.

STEP FOUR: If the grievance is not resolved at Step 3, it may be presented, in writing, to the Board within thirty-five (35) working days of the date of the action or event upon which the grievance is based. The Board, or a committee of the Board, shall meet with the Union and the aggrieved employee for the purpose of resolving the grievance. The Board or its committee, shall render a written decision on the grievance within fourteen (14) working days after the conclusion of the meeting mentioned above.

STEP FIVE: If the grievance is not resolved at Step 4, the Union may submit the same to arbitration by serving written notice of a request therefore to the Board within fifteen (15) school days from the date of the Board's written communication of its decision under Step 4.

Following the written notice of request for submission to arbitration, the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) school days after the date of the request for submission to arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association. The arbitrator's fees and expenses shall be shared equally by the Board of Education and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The decision of the arbitrator shall be final and

binding upon the parties.

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ARTICLE VIII

Seniority

Section 1. A. Seniority shall accumulate in the following classifications: Maintenance, Engineer, Custodian, Hall Monitor, and Teacher Aide.

B. System-wide seniority for Custodians, Engineers, and Maintenance shall be defined as the length of continuous service to the school district commencing on the last date of hire in the bargaining unit.

C. Classification seniority for Engineer and Maintenance shall begin on the first day of work as specified in the Board of Education resolution.

- D. Seniority for Teacher Aides and Hall Monitors shall be calculated on the basis of one (1) month's seniority for each month worked and will be equated as 10 months equal one year. For Teacher Aides and Hall Monitors, system-wide seniority shall commence September 1, 1978 or as listed on the June 19, 1984 seniority list.
- E. Substitutes, part-time, and temporary employees shall not earn seniority credit.

Section 2. Probationary Employees-- New employees shall be considered as probationary employees until they have worked a probationary period of 180 calendar days. The 180 day probationary period will be completed within one (1) year. There shall be no seniority among probationary employees.

Section 3. Seniority Lists—The Board shall maintain an up-to-date seniority list showing the names and job titles of all employees entitled to seniority. There shall be three (3) seniority lists: one for Custodians, Engineers, and Maintenance employees; one for Hall Monitors; and one for Teacher Aides.

A. Annually, the Board will prepare and distribute a seniority list no later than October 1. Five (5) days later, the seniority list will become official,

binding, and not subject to the grievance procedure.

Section 4. Loss of Seniority-- Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

(a) If the employee quits or retires.

(b) If he or she is discharged and the discharge is not reversed through the grievance process of

this Agreement.

(c) If he or she is absent for three (3) consecutive working days without notifying the employer and fails to give explanations for the absence and lack of notice which are satisfactory to the School Administration.

(d) If he or she fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.

(e) If he or she overstays a leave granted for any

reason, as hereinafter provided.

- (f) If he/she is laid off for a period of one (1) year or, if the layoff period exceeds the accumulated seniority at the time of layoff, and the person has not worked during the layoff period, seniority is broken.
- (g) An employee who is promoted to a higher paying classification, and whose appointment is reversed by virtue of the grievance process, shall lose all seniority accumulated in the higher classification.

Section 5. Union Officers-- Preferential seniority against layoff shall be granted only to the members of the grievance committee (president, vice-president, and chief steward) provided the employee so retained is qualified to perform the work of the job which is available. Bumping will be in accordance with Article IX, C-1 (second paragraph). Officers may not bump into a higher paying classification.

Section 6. Substitutes—A. Substitute is defined as an employee used for work when a regular employee is absent at any time such as vacation, sick day, personal day, jury duty, funeral, etc.

B. When retired employees are called into work as substitutes, they will be paid at the current rate for

the classification in which they work.

Section 7. If two (2) or more employees are hired on the same date, seniority will be determined by the order in which the names are listed in the Board motion.

ARTICLE IX Layoff and Recall

Section 1. When a reduction in force becomes necessary, the Board shall determine the number of employees to be laid off according to the following procedure:

A. The Union shall be notified as far in advance as

possible of any layoff.

B. Probationary employees (defined as new employees with no system seniority) first, provided there are remaining seniority members able to perform the job.

C. Next, reduction of the lowest (in rank order)

seniority employees in a particular job classification.

1. Should the Board determine to lay off an employee from a job classification, it shall lay off the employee in the job classification with the least amount of job classification seniority. This employee shall have the right to bump into a job classification with an equivalent or lower rate of pay to which their district-wide seniority will take them and be paid the rate and benefits corresponding to the classification in which the person works, provided: (a) the employee facing layoff has more district-wide seniority than the

bumped employee and, (b) the employee facing layoff is still qualified and able to perform (per the job posting) the bumped employee's job. The employee to be bumped in a particular job classification shall be the least senior person.

D. The Board retains the right to assign job duties

to affected employees.

E. The Board shall have the right to transfer the lowest seniority employees to the building and/or shifts affected to fill any vacancies brought about by the reduction in force.

F. Layoff notice shall be furnished to the employees two (2) weeks prior to being laid off.

G. When a laid off member of Local 2555 is called in to serve as a substitute and when that person works at least twenty (20) days in one month, the individual will be reimbursed by the School Board for any fringe benefits which the individual paid

during the month.

H. Laid off custodians will be called first according to seniority when substitutes are needed in any of the schools, and they will be paid at their regular rate (including shift differential). No laid off custodian may work two consecutive eight (8) hour shifts within a twenty-four (24) hour period. However, they may be called for two eight (8) hour shifts within a twenty-four (24) period. No overtime benefits will be paid on such occasions. No laid off custodian will be permitted to work in excess of forty (40) hours per week.

1. Laid off substitute custodians will be paid for the holidays listed in Article 12, Section 1 provided (a) the substitute is a member of Local 2555; (b) the substitute works four weeks prior to the holiday, even though he/she may work in different positions during the four week period; or (c) the substitute works the required hours or days to constitute four weeks prior to the

holiday.

- 2. Laid off substitute custodians will be paid for the additional days given at Christmas and Easter provided for in Article 12, Sections 5a and 7 provided (a) the substitute is a member of Local 2555 and (b) the substitute works continuously for four (4) months prior to the holiday, even though he/she may work in different positions during the four month period.
- Section 2. A. When the working force is increased after layoff, employees will be recalled within their classification according to reverse seniority of layoff. Notice of recall shall be sent to the employee's last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of the mailing of notice of recall, the employee shall be considered a quit. Extensions may be granted by the Board in proper cases.
- B. If a union officer fails to be reelected in a union election, and has less seniority than a laid off employee, then upon notification to the employer of the results of said election the employer will give the former union officer two (2) weeks notification of layoff and recall the most senior qualified employee as defined in paragraph A above. The recalled employee's pay and benefits shall begin on the day the person begins work.

ARTICLE X

Employee Movement

Section 1. Whenever there is a job vacancy or a newly created position, and the Board determines to fill such vacancy, it shall be posted for a period of five (5) working days. A copy of the posting will be given to the union.

B. Any applicant (internal or external) may bid on the job posting. Should no job bids be submitted

by current employees during the 5 day posting period, they shall be considered as having refused to apply for the vacancy.

Section 2. A. In filling vacancies and new positions, the Board will continue to seek the best qualified candidates Vacancies and new positions will be filled on the basis of qualifications.

B. In determining qualifications, the Board shall

consider the following:

(1) The ability to perform all duties and responsibilities set forth in the job description

(2) The physical condition of the employee (3) Previous experiences in related activities.

C. If the Board determines that the best applicants have relatively equal qualifications, the applicant having the most system-wide seniority will be awarded the job. In the event that no applicant is determined to be qualified, the best qualified individual from amongst all applicants will be awarded the position.

D. The Board may transfer the lowest seniority employee in each classification during the screening process for filling vacancies or as

emergencies arise.

E. The employee awarded the job bid on the posted position shall be given a trial period not to exceed 60 days after starting in the new job. If the employee fails to perform satisfactorily in the new job during the trial period or chooses to return to the former job, he/she may be returned to his/her former position by the employer. During the trial period, the employee will receive the rate of pay for the job he/she is performing.

Section 3. Any employee promoted into a higher paying classification shall have their seniority in the new classification commence as of the date of such transfer into the higher paying classification. The

employee shall retain and accumulate all seniority in the classification from which they were transferred.

A. If an employee is demoted, the person shall carry their district-wide seniority into the lower classification.

B. Any employee transferred to a position outside of this bargaining unit, on or after January 1, 1984, shall cease to accumulate bargaining unit seniority effective his/her last date of work in a bargaining unit position. All bargaining unit (district-wide) seniority accumulated by the employee prior to his/her transfer to a position outside of the unit shall be retained by said employee and frozen as of the employee's last day in the unit. Employees returning to a bargaining unit position shall be entitled to enter the unit in a position and classification commensurate with their respective accumulated seniority as frozen upon their original transfer from the unit.

All bargaining unit members working outside of the unit prior to January 1, 1984 shall continue to accumulate bargaining unit seniority while working in the position outside the unit. Such employees shall retain all rights accrued under this agreement and shall be permitted to return to any unit position to which their accumulated

seniority qualifies said employee.

Section 4. Working Out of Classification-- A. Employees will work within their classification. However, employees may be assigned to another classification when necessary. If this classification carries a higher hourly rate, the employee shall be paid at the higher rate while working in the higher classification.

B. If the assignment is to a classification paying a lower rate, the employee will continue to receive their regular rate of pay.

ARTICLE XI

Wages, Hours of Work, and Overtime

Section 1. Wages-- A. The hourly rate of pay for each job classification shall be the amount set forth in Appendix "A" which is attached hereto and is a

part of this Agreement.

B. New employees shall be hired at a rate of ten (10) cents below the rate of pay of the classification of work to which they are assigned. Upon completion of the probationary period, new employees shall be paid the rate for the classification to which they are assigned.

Section 2. Hours of Work-- A. For purposes of computing overtime premium pay, the normal work day shall be eight (8) hours of service within a twenty-four (24) hour period. The normal work week shall consist of five (5) work days, Monday through Friday. Nothing in this Agreement shall guarantee to any employee any number of working hours per day or week or any number of days of work per week.

B. Employees shall be compensated on the basis of

their normal work week.

C. The employee's normal work week shall commence on Monday at the regular starting time of the shift to which he/she is assigned, unless the employee is assigned to a shift starting Sunday night in which case his/her work week begins at the starting time of their shift on Sunday night.

D. Any bargaining unit member who reports for work and works less than two (2) hours because he/she becomes ill or leaves for emergency reasons will be charged with one (1) leave day. If the employee works two-six (2-6) hours, one-half day (1/2) will be charged, and if he/she works in

excess of six (6) hours, no charge will be made

against the sick leave bank.

E. Any bargaining unit employee reporting off from work for sickness, etc. other than Michigan Workman's Compensation injuries or illness, must call one (1) hour prior to his/her starting time to their particular building foreman or his authorized designee. Failure to do so will result in loss of pay for day or days absence encompasses. If he/she is unable to call, they will have their representative call for them. Notify your building supervisor when you will return to work.

Section 3. Shift definitions are as follows:

DAY SHIFT-- Will be one starting at 6:00 A.M. but not later than 10:00 A.M. AFTERNOON SHIFT-- Will be one starting at 1:00 P.M. but not later than 4:00 P.M. NIGHT SHIFT-- Will be one starting at 10:00 P.M. but not later than 2:00 A.M.

Starting times for the above scheduled shifts will be posted by October 15 of each year. for the benefit of management and the bargaining unit members in determining regular and overtime work.

A. Regular scheduled shifts will not be changed unless unusual or emergency circumstances arise. In such cases, the Union representative and employee involved will be notified at least eight (8) hours prior to change.

B. In shift assignments, where ability is not a

factor, seniority will prevail.

C. All shift members will be entitled to two (2) fifteen minute coffee breaks and one (1) thirty minute paid lunch period per eight (8) hour work day.

- D. Personal days, sick days, and holidays will be accredited as day or days worked when computing overtime.
- **Section 4.** Overtime Premium Pay--A. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in one work day or forty (40) hours in any one (1) work week.

B. Double time shall be paid for all hours on

Sunday.

C. No employee shall be permitted to work overtime or receive any pay for overtime unless such overtime is, prior to the beginning thereof, approved by the employee's supervisor or an appropriate administrator.

D. Overtime pay shall not be pyramided.

- E. Before you use a substitute to double on a shift, be sure that all regular employees have been asked first.
- Section 5. Overtime will be distributed as equitable as practicable among the employees within the same classification working within the building. Employees who lose overtime due to illness, absence or who are excused from overtime for good cause, shall be charged with overtime hours lost or excused for purposes of equalization. Any overtime inequalities will be rectified in the future scheduling of overtime work. The overtime list for each building will be posted once a month.
- **Section 6**. Employees working on the afternoon shift shall receive a twenty (20) cent shift premium. Employees working on the midnight shift shall receive a twenty-five (25) cent shift premium.
- Section 7. Any employee called to work or permitted to come to work in accordance with instructions by the Board shall, if no work is available, receive a minimum of four (4) hours pay at

straight time. This provision shall not apply in case of labor disputes, acts of God, or other conditions beyond the control of the Board.

Section 8. When a bargaining unit employee is called in on a specific job on a week-end, emergency, or a holiday, they shall be credited with no less than four (4) hours time at the contracted scale.

Section 9. The Board will make available for all employees, as it desires, to attend a course or school for training related to their employment at the expense of the Board, and each employee who attends such training shall be paid normal straight time rate of pay for a regular work day for the period of attendance in such training.

Section 10. No supervisory personnel, teachers, students, or outside groups will perform work of a bargaining unit member, except in emergency circumstances or agreement with the union.

ARTICLE XII

Holidays

Section 1. Whenever used in this Agreement the term "holiday" shall mean one of the following days:

New Year's Day

New Year's Eve Day

Easter Monday Good Friday
Independence Day Memorial Day
Thanksgiving Day Labor Day

Christmas Eve Day Friday following Thanksgiving

Employee's Birthday Christmas Day

Martin Luther King's Birthday

Section 2. An employee who is not required to work on a holiday shall receive eight (8) hours pay at the applicable hourly straight time rate of the job to which he or she is regularly assigned provided:

A. The employee has seniority as of the date of the

holiday; and

B. The employee works as scheduled or assigned both on their last scheduled workday prior to and their first scheduled workday following the holiday unless such employee is on sick leave or otherwise excused from work; and

C. The employee otherwise would have been scheduled to work on such day if it had not been

observed as a holiday:

D. The employee performs work in the pay period the holiday is observed.

Section 3. An employee required to work on a holiday, who does not report for and perform work on the holiday except for good cause, shall forfeit their holiday pay.

Section 4. When an employee is scheduled to work on a holiday, he/she shall be compensated at the rate of double their hourly straight time rate for all hours worked in addition to their holiday pay provided they meet the eligibility requirements for such pay set out in Section 2 of this Article.

Section 5. When the Fourth of July, Christmas Day, New Year's Day, Memorial Day, Christmas Eve, or New Year's Eve falls on a Saturday, it shall be observed, for the purposes of this Agreement, on the Friday preceding such holiday. In the event that such holiday shall fall on a Sunday, it shall be observed, for the purposes of this Agreement, on the Monday following the holiday.

A. The Christmas-New Year's holiday period will be from Christmas Eve through New Year's Day inclusive according to the school calendar unless school is in session during this period due to unforeseen circumstances. If school is in session due to unforeseen circumstances, the additional days off between Christmas and New Year's will be taken off at another time compatible with the work schedule and mutually agreed to by the Union and the Board of Education.

In the event Christmas Eve Day and Christmas Day fall on a Friday and Saturday, respectively, December 23 will be a regular work day if school is in session. If New Year's Day falls on a Sunday, the following Monday will be a regular work day only if school is in session. Should New Year's Eve and New Year's Day fall on a Sunday and Monday respectively, the following Tuesday will be a regular work day only if school is in session.

- B. Engineers having to come in on the paid days off above for building checks will be compensated time for time (maximum of three (3) hours) at a mutually satisfactory time with his/her department head.
- **Section 6**. When any of the holidays set forth above are observed during an employee's regularly scheduled vacation, they shall be granted an additional day to be added to the end of their regularly scheduled vacation period.
- **Section 7**. The Easter holiday period will consist of Good Friday, Easter Monday, and either the four (4) days preceding Good Friday or the four (4) days following Easter Monday, provided school is not in session. If school is in session due to unforeseen circumstances, the days will be taken off at another time compatible with the work schedule and mutually agreed to by the Union and the Board of Education.
- **Section 8.** If school is in session for any reason on Martin Luther King's Birthday, the holiday will be taken at another time mutually agreed to.

ARTICLE XIII

Vacations

Section 1. Any regular full time employee to whom this Agreement is applicable and who has been in the continuous service of the Board for one (1) year or more, and who shall have worked during the period establishing his or her vacation eligibility the requisite and qualifying number of hours hereinafter required and set forth, shall be granted a vacation in accordance with the following schedule, with pay at the employee's regular straight time hourly rate.

6 years10 days 6 years11 days 7 years12 days 8 years13 days 9 years14 days	10 years15 days	
	11 years16 days	
	12 years17 days	
	13 years18 days	
	14 years19 days	

Section 2. As a further condition of participating in the foregoing plan employees, otherwise eligible for vacation thereunder, and whose continuous employment with the Board is one (1) year or more, must have worked for the Board during the year preceding his anniversary date of employment a total of at least 1200 clock hours.

Section 3. Any regular full time employee to whom this Agreement is applicable and who has been in the continuous service of the Board less than one (1) year shall receive ten-twelfths (10/12ths) of one (1) day for each month of continuous service to the Board.

Section 4. Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify the Superintendent or his designee in writing prior to May 1 of each year of his or her first and second choice for vacation periods. Vacations will, so far as possible, and after

qualification as set forth above, be scheduled so as to be mutually satisfactory to the employee and the Board, provided, however, that the final allocation of vacation periods shall rest exclusively with the Board in order to insure continuity in the operation of Board facilities.

Section 5. A. Any employee who is entitled to less than two (2) weeks vacation time shall take their vacation during one continuous period while school is not in session at a mutually satisfactory time determined pursuant to Section 4 of this Article.

B. Any employee who is entitled to two weeks or more vacation time shall take at least one week's vacation during one continuous period while school is not in session at a mutually satisfactory time determined pursuant to Section 4 of this Article. Any additional vacation time may be taken at a mutually satisfactory time compatible with the work schedule.

Section 6. Vacations shall not be cumulative from one year to the next.

Section 7. Any employee who is laid off or retires shall be paid a reasonable time thereafter for any unused vacation days including those days accrued at the then current calendar year.

Section 8. Any employee entitled to vacation time pursuant to Section 4 of this Article shall, upon written notice to the Superintendent or his designee fourteen (14) days prior to the starting date of his/her vacation, receive their vacation pay on the pay day before their vacation starts.

Section 9. In the event of an employee's death, the unused portion of their earned vacation credit shall revert to the employee's estate or to their beneficiaries.

ARTICLE XIV Leaves of Absence

Section 1. The Board may grant a leave of absence to any employee for a period not exceeding one (1) year without loss of seniority for any purpose which the Board deems to constitute good cause. Such leave may be extended for an additional period of one (1) year at the discretion of the Board.

A. Upon return from a leave of absence, an employee will be permitted to return to the classification in which he/she was working at the time of the leave unless such position no longer exists; in such case an employee will be permitted to return to a position for which he/she has seniority and qualifications.

Section 2. HEALTH AND PREGNANCY LEAVE

An employee shall be granted a leave of absence for physical disability for a period of time while the disability continues, but may not exceed one year. The employee shall return to work upon termination of the disability as certified by the employee's physician. The employer may request a physician's statement relative to the employee's physical condition at such times as it deems appropriate.

Section 3. VETERANS--RESERVES

Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the Armed Forces Reserves, as provided by federal, state, and local laws, rules, and resolutions.

Section 4. Any employee being duly elected or appointed to a full time permanent office with the Local, Council, or International Union shall be granted a leave of absence without pay for a period of one year. Such a leave of absence may be extended

for an additional period of one (1) year subject to the

approval of the Board.

ear. Such a leave of absence may be extended for an additional period of one (1) year subject to the approval of the Board.

ARTICLE XV Sick Leave

Section 1. Each full time employee of the Board shall earn sick leave at the rate of one (1) day per month worked and may accumulate such sick leave days to a total of two hundred thirty (230) days. When an employee's sick leave allowance is computed at the beginning of any year, the excess over the maximum allowable shall be permanently discarded and shall not be restored to the employee's accumulation of unused days.

A. Upon retirement, employees will be paid for one-half of the accumulated days (up to a maximum of 200) in their leave bank; or upon death, one-half of the accumulated days (up to a maximum of 200) in their sick leave bank will be paid to the employee's

beneficiary or estate.

Section 2. Any employee who is absent because of an injury compensable under the Michigan Workman's Compensation Law will be paid the difference between the benefits received under the Michigan Workman's Compensation Law and 100% of the employee's regular weekly straight time earnings, exclusive of premiums and overtime. Such difference will not be deducted from the employee's accumulated sick leave credits and will be paid for no more than one (1) year from date of injury.

Section 3. The Board shall have the right to medically investigate any employee's absence which is reported for medical reasons. Furthermore, the Board may request and require the employee to

prove, to the satisfaction of a Board physician, the employee's ability or inability to return to work.

ARTICLE XVI Funeral Leave

Section 1. A leave of absence, not to exceed five (5) days, not chargeable to the employee's accumulated sick leave, may be granted upon approval of the Superintendent or his designee to attend the funeral of a member of the employee's immediate family within the state. Should the funeral take place outside the state, the employee may be granted upon the approval of the Superintendent or his designee, a leave of absence not to exceed five (5) days to attend such funeral. For purposes of this section, the term immediate family shall mean: current spouse, parent, grandparent, grandchildren, parent of current spouse, child, brother, sister, son-in-law, or daughter-in-law. An employee may attend the funeral of a brother-in-law or sister-in-law, but only for the day of the funeral. Said leave days shall not be cumulative.

ARTICLE XVII Personal Days

Section 1. A leave of absence not to exceed two (2) days per year not chargeable to the employee's accumulated sick leave, may be granted upon the approval of the Superintendent or his designee, for the transaction of personal emergency business. Application for a leave of absence for personal emergency business shall be made at least forty-eight hours prior to the time such leave is to commence. Personal emergency business shall be defined as business of highly important nature incapable of being conducted outside working hours, a serious emergency, catastrophe, or an unusually important occurrence necessitating an absence from work.

Marriage or graduation of a member of the employee's immediate family, required appearance in court, child born to wife, funerals, and the sudden and serious illness of a household dependent are examples of "important occurrences".

A. During any year, (fiscal July 1 to June 31) for the duration of this Agreement, any bargaining unit member not having to use the two business days, the two days or unused portion will be credited to sick

bank days.

Section 2. Beginning with the 1984-85 school year, an additional 2 days may be granted for personal emergency business under the following conditions. If an employee uses from 0-4 sick days during the school year, a maximum of 4 personal days will be given; if 4-8 sick days are used, 3 days will be given; and if 8-12 sick days are used, 2 days will be given. If more personal days are used than the employee is entitled to, the days(s) will be deducted from the employee's sick leave bank. Otherwise, unused days will be credited to the employee's sick leave bank.

0 - 4 Sick days used 4 Personal business days

4 - 8 Sick days used 3 Personal business days

8 - 12 Sick days used2 Personal business days

ARTICLE XVIII

Jury Duty

Section 1. Any seniority employee who is called to and reports for jury duty shall be paid by the Board for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work and does not work, an amount equal to the difference between the employee's regular straight-time hourly rate exclusive of overtime or any other premium for the number of hours up to eight (8) that he otherwise would have worked and the daily jury duty fee paid by the Court. The Board's obligation to pay an employee for the

performance of jury duty under this section is limited to a maximum of thirty (30) days in any calendar year. In order to receive payment under this section, an employee must give the Board prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. The provisions of this section are not applicable to any employee who, without being summoned, volunteers for jury duty.

ARTICLE XIX Insurance Benefits

Section 1. The Board shall provide all employees covered by this Agreement with the following insurance protection:

A. The Board of Education agrees to provide

\$40,000 of group life insurance.

B. Blue Cross-Blue Shield Hospitalization and Master Medical MVF-2 including a non-deductible prescription rider is to be provided by the Board of Education.

C. The Board of Education agrees to provide \$5,000 group life insurance for employees who retire after October 1, 1980. The Board will continue to provide \$2,000 of life insurance for employees who have retired between July 1, 1977 and September 30, 1980 and \$1,000 of life insurance for employees who retired between January 1, 1971 and June 30, 1977.

D. The Board of Education agrees to pay the Blue Cross-Blue Shield group premium which covers costs in excess of Medicare for union members

who retire on or after January 1, 1971.

a. For employees hired after July 1, 1988, the Board will no longer provide Board paid health insurance when the employee retires. Current employees have the option at retirement to (1) retain the health insurance provided in Article XIX, Section 1 (D) or (2) take the hospitalization insurance offered by the Michigan Public School Retirement Program. Retirees selecting the latter program and receiving fully subsidized health insurance under that program will be reimbursed by the Board for the actual expenses they pay for the health insurance premiums. This coverage will be only for the retired employee and his/her spouse. Reimbursements will be made once a year after the retiree presents receipts to the superintendent in December. Current employees will be those listed on the October, 1988 seniority list. This provision does not apply to hall monitors and teacher aides.

E. For purposes of Article XIX, Section 1, D and F, "retirees" (union member who retires) shall be defined as a person who is eligible for a pension from the Michigan Public School Employees Retirement Fund immediately at the time of

separation from the district.

F. Further, in the event of the death of a "retiree", as defined by Article XIX, Section 1,(E) if at the time of retirement, the "retiree" selected one of the options whereby their spouse would receive a pension after their death, or if both husband and wife are "retirees" as defined in Section (E), regardless of the option selected by either at retirement, the Board shall continue Blue Cross-Blue Shield coverage on the surviving spouse and eligible dependents. Coverage will terminate with the death of the surviving spouse.

G. The Board of Education agrees to provide a dental insurance program designed to pay 60% of Class I benefits, 60% of Class II benefits, and 75%

of Class III benefits.

H. The Board of Education agrees to provide optical care via MESSA. care via MESSA.

I. For bargaining unit members who left the employ of the school board during the 1988 year and did

not immediately receive a pension from the Michigan Public School Employee Retirement Fund (MPSERF), the BOARD OF EDUCATION will not provide Board paid health insurance. However, when they receive health insurance from the MPSERF), then the BOARD OF EDUCATION will reimburse the individual for the actual expenses they paid for health insurance premiums.

ARTICLE XX Health and Safety

Section 1. The Board shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The employees, in the performance of their duties, shall at all times comply with any safety, sanitary, or fire regulation issued by the Board.

Section 2. All employees, upon initial employment and each year thereafter, must furnish the Board with a written statement from a physician certifying freedom from active tuberculosis.

Section 3. The Board reserves the right to require any employee to submit to a physical examination at any time to determine the fitness of such employee to perform their duties in a satisfactory manner. An employee may receive their examination at no cost by a physician designated by the Board, or they may receive it from their own physician at their own expense. If either party shall disagree with the finding of the examining physician, the employee shall, at the equally shared cost of the Board and Union, be examined by an appropriate specialist at either Henry Ford Hospital in Detroit, Michigan or the University of Michigan Hospital in Ann Arbor, Michigan, where a final determination will be made which shall be binding on both parties.

ARTICLE XXI

Special Conferences

- Section 1. Special conferences for important matters will be arranged between the Local President and the Board or its designated representative upon mutual agreement of the Superintendent and the Local President. Such meeting shall be between at least two representatives of the Board and at least two representatives of the Union.
- Section 2. Arrangements for special conference shall be made in advance and a written agenda of the matters to be taken up at the meeting and the names of those individuals who will be present at such meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those items set forth in the agenda.
- Section 3. Union members shall not lose time or pay for time spent in such special conferences if held during their scheduled working hours and provided such members have notified their immediate supervisors in advance of their attendance at such meeting. This meeting may be attended by a representative of the Council or a representative of the International Union.
- **Section 4**. This Agreement may be amended upon the written consent of both parties.

ARTICLE XXII Miscellaneous

Section 1. The Board shall have the right to employ persons on seasonal, temporary, or part-time basis and to assign them to such work as it deems necessary.

Section 2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

Section 3. Each employee shall have the right upon request and reasonable notice to review the contents of his/her personnel file, excluding matter of a confidential nature, with the Business Manager.

Section 4. Bulletin boards will be provided in each building for the Union's use in posting notices pertinent to the business administration of the union.

The Union shall have access to the inter-school mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the school administration.

Section 5. The Union will be permitted the use of school facilities for regular and special business meetings on Union business, as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of premises and without incurring additional cost to the School District.

- **Section 6.** Sufficient copies of the ratified contract will be provided to all Union members and the Board representatives. Copies will be printed with the cost shared equally by the Union and the Board of Education.
- **Section 7.** Make paychecks available for afternoon and midnight shifts the night before payday to alleviate coming back for your pay the next morning.
- **Section 8**. There will be one night custodial watch person Monday through Friday, 3 P.M. to 11 P.M. in the River Rouge High School.
- **Section 9**. Windows and/or other surfaces painted or decorated by students for a holiday season may be cleaned by students. When student(s) are apprehended for acts of vandalism, the administration may require the offenders to clean up the damaged area(s).
- **Section 10.** A. In all instances, where a building foreman will be off five or more days, the employer shall have the right to appoint from the unit, an acting building foreman, who shall receive upgrade pay at the appropriate rate.
- B. In instances, where the employer determines that a project in progress needs appropriate supervision, and that the efficient operation of the unit requires the same, the employer may upgrade a unit member at appropriate salary for such periods as deemed necessary.

ARTICLE XXIII Uniforms

Uniforms for new personnel after serving the probationary period of 180 days in any year.

Section 1. When an employee is permanently hired by the Board of Education from July through December 31 of any year, works continuously in the position, and is not in a lay-off status, the Board will furnish the person sixty (60) dollars to purchase three (3) uniforms.

Section 2. When an employee is permanently hired by the Board from January 1 through March 31 of any year, works continuously in the position, and is not in a lay-off status, the Board will furnish the person forty (40) dollars to purchase two (2) uniforms.

Section 3. When an employee is permanently hired by the Board from April through June 30 of any year, works continuously in the position, and is not in a lay-off status, the Board will furnish the person with twenty (20) dollars to purchase one (1) uniform.

Section 4. All uniforms shall be a designated color.

Section 5. Employees shall receive money for uniforms as set forth in Sections 1, 2, and 3 above by September 1 of each year. Employees must submit receipts as proof of uniform purchase. Persons who do not submit receipts as proof of purchase for two (2) consecutive years will not be entitled to uniform money the following year.

ARTICLE XXIV

Job Descriptions

JOB TITLE: CUSTODIAN

This position shall include all duties and responsibilities previously performed by Custodians as well as custodial duties customarily performed by these combined personnel not specifically set forth herein.

Area of Responsibility: Specific areas in the physical plant as assigned by the building foreman or principal.

DUTIES:

Clean floors, drinking fountains, furniture, toilet rooms, and fixtures, offices, laboratories, gymnasiums, shower and locker rooms, food service areas, stairs, clinics, music and band rooms. kindergartens, multi-purpose rooms, corridors, and all other areas in the plant except those designated for heating and ventilating. Service by sweeping. mopping, vacuuming, washing walls, scouring, polishing, dusting, and such other operations as necessary. Clean inside windows, glass areas in partitions, doors and cabinets; clean chalk tures, chalk boards, window shades and venetian blinds. empty waste baskets, care for the grounds immediately adjacent to the buildings and such other work as considered Custodian. May move and rearrange furniture, operate power driven floor waxing, scrubbing and polishing machines, wet and dry vacuum machines, perform snow removal, grass cutting and landscaping, repairing furniture. Carry out other duties as assigned by the Principal of the building or Building Foreperson. In addition, the Custodian is to move heavy furniture and do any high ladder work.

JOB DESCRIPTION

ENGINEER--Elementary School and High School

This job shall include all duties listed hereinafter. The duties listed are intended as examples and not as a complete listing, and the Engineer shall perform all work customarily performed by employees in this classification though not specifically set forth therein.

1. Be directly responsible to the Chief Engineer and Building Principal.

2. Be responsible for maintenance and safe operation of all heating and ventilation equipment.

3. Be responsible for maintenance and operation of

all plumbing and its fixtures.

4. Be responsible for minor electrical replacements such as switches, outlets, lighting, bulbs, light starters and change all lights and bulbs.

5. Be responsible for the operating of all hardware such as panic bars, locks, door checks, etc.

6. Be responsible for checking fire hazards and

proper storage of combustible materials.

7. Be responsible for maintenance and operation of all kitchen equipment and minor refrigeration maintenance. Major maintenance of refrigeration will not be required.

8. Elementary school engineers shall see that landscaped areas are kept in proper condition,

excluding grass cutting.

9. Be responsible for other duties as assigned by the principal, providing it pertained to engineer's duties.

10. Be responsible for cleaning of those areas designated as the ventilating and heating plant.

11. Weekend building checks and heating boiler maintenance during the year.

JOB TITLE: MAINTENANCE MAN AND LEADER

This job shall include all duties listed hereinafter. The duties listed are intended as examples and not as a complete listing, and the Maintenance Man and Leader shall perform all work customarily performed by employees in this classification though not specifically set forth therein.

Area of Responsibility:

All buildings and grounds owned or occupied by the River Rouge Board of Education.

DUTIES:

Perform general maintenance work in and about buildings and grounds. His work includes but is not limited to: minor plumbing; electrical; carpentry and masonry; installation and repair; general maintenance of buildings, fences, walks, drives; replacement of glass and caulking; refinishing and refurbishing furniture; repairing equipment; painting; snow removal with school district equipment; grass cutting and landscaping at Loving Field, Sabbath, and Walter White Schools; and other duties as assigned by the Maintenance Man Leader.

JOB TITLE: TEACHER AIDE JOB DESCRIPTION:

This job shall include all duties listed hereinafter. The duties listed are intended as examples and not as a complete listing, and the Teacher Aide shall perform all work customarily performed by employees in this classification though not specifically set forth therein.

The function of the teacher aide is to assist the teacher or supervisor in carrying out an educational

program. Duties may include but not be limited to classroom management and monitoring, instructional assistance, clerical and administrative, preparation of materials, non-instructional activities, technical, self-instructional, and other assignment made by the principal or supervisor.

JOB TITLE: HALL MONITOR JOB DESCRIPTION:

This job shall include all duties listed hereinafter. The duties listed are intended as examples and not a complete listing, and the Hall Monitor shall perform all work customarily performed by employees in this classification though not specifically set forth therein.

The function of the hall monitor is to establish and maintain orderly conduct on the part of students within the school building. Areas of jurisdiction include hallways, building entrances, classroom entrances, lavatories, and other areas assigned by the supervisor. Other duties may comprise collecting and transmitting information requested by the supervisor.

ARTICLE XXV Teacher Aides and Hall Monitors

It is mutually agreed and understood by and between the River Rouge Board of Education and Local 2555, Council 25, AFSCME, The certified bargaining agent for Teacher Aides and Hall Monitors that the positions of Teacher Aide and Hall Monitor became accreted to this bargaining unit pursuant to an accretion election previously held on April 19, 1978. It is mutually understood and agreed by the parties that the following paragraphs set forth those articles and sections of the collective bargaining agreement as they apply to the specific positions of Teacher Aide and Hall Monitor. The

language contained herein shall be specifically for that purpose and for no other, and it is understood that the articles and sections referred to herein shall have no application to any employee other than Teacher Aide and Hall Monitor.

ARTICLE IX--LAYOFF AND RECALL

Layoff and recall of teacher aides will be governed by seniority and qualifications.

ARTICLE XI--WAGES, HOURS OF WORK & OVERTIME

Section 1 (b) does not apply to teacher aides and hall monitors.

ARTICLE XI Section 2 (a), new subsection (1)

The hours, days, and weeks of work for teacher aides and hall monitors will be determined by the Superintendent or his designee. Assignment of duties for teacher aides and hall monitors will be made by the Superintendent or his designee and may be changed contingent upon local, state, or Federal statutes or regulations with at least an eight hour notice prior to such change.

ARTICLE XI

Section 2 (c) does not apply to aides and monitors.

Section 2 (e) does not apply to aides and monitors.

Section 2 (f)-new subsection

Any teacher aide or hall monitor who is unable to be in school on any given day, for other than a Workman's Compensation illness or injury, shall notify his/her principal or designee as early as possible, but in no event later than 1 1/2 hours prior to normal classroom hours in the elementary schools and in no event later than 6:30 A.M. in the high school.

Section 2 (g)-new subsection

If a teacher aide or hall monitor fails to notify the building principal or his/her designee that he/she will be absent in accordance with this article, the Board may deduct from the salary of the individual an amount equal to one day's pay without notification, except in cases of emergency.

Section 3 - Shift definitions- does not apply to

aides and hall monitors.

Section 3 (A) does not apply to aides and monitors.

Section 3 (B) does not apply to aides and monitors.

Section 3 (C) does not apply to aides and monitors.

Section 3 (C),(1) is amended by new subsection. Teacher aides and hall monitors will be entitled to two (2) coffee breaks, a 15 minute break in the morning and a 10 minute break in the afternoon.

Section 3 (D) does not apply to aides and monitors.

Section 4 (a) new subsection (1)

Teacher aides and hall monitors will work straight time over their assigned hours up to eight (8) hours. Overtime premiums will be paid for all hours over eight per day or 40 hours per week.

Section 6 does not apply to aides and monitors.

Section 7-New sentence at end of section.

If teacher aides or hall monitors are called to work and no work is available, the employee will receive one-half of their normal day's pay.

Section 8 does not apply to aides and monitors.

ARTICLE XII HOLIDAYS

Section 1, new subsection (a)

Independence Day is a holiday for teacher aides and monitors only if the day falls within a scheduled work period.

Section 2 is amended to read:

Holiday pay will be given for the holiday's listed above and will be computed by multiplying the teacher aides or hall monitor's hourly rate times the normally assigned daily working hours.

Section 5 (b) does not apply to aides and

monitors.

Section 6 does not apply to aides and monitors.

ARTICLE XIII VACATIONS

The whole of the article does not apply to teacher aides and hall monitors.

ARTICLE XV SICK LEAVE

Section 1

Full time teacher aides and hall monitors will earn sick leave at the rate of one-half day per pay period worked and may accumulate sick days to a maximum of 130 days. When the person's sick leave allowance is computed at the beginning of any year, the excess over the maximum allowable shall be permanently discarded and shall not be restored to the person's accumulation of unused days.

Section 1 (a) Language added

Upon retirement, employees will be paid for one-half (1/2) of the accumulated days (up to a maximum of 120) in their leave bank; or upon death, one-half (1/2) of the accumulated days (up to a maximum of 120) in their sick leave bank will be paid to the employee's beneficiary or estate.

This provision applies to teacher aides and hall monitors provided the person has ten years of service in the district and is a minimum of 55 years

of age.

ARTICLE XIX INSURANCE BENEFITS

Section 1 (A) \$20,000 group life insurance for Aides and Monitors.

Section 1 (B) Hospitalization insurance will be provided to teacher aides and hall monitors only if

the employee's spouse is not covered by

hospitalization insurance.

Section 1 (C) This provision applies to teacher aides and hall monitors provided the person has ten years of service in the district and is a minimum of 55 years of age.

Section 1 (D) does not apply to aides and monitors.

Section 1 (E) does not apply to aides and monitors.

Section 1 (F) does not apply to aides and monitors.

Section 1 (G) does not apply to aides and monitors.

Section 1 (H) does not apply to aides and monitors. This provision applies to teacher aides and hall monitors provided the person has ten years of service in the district and is a minimum of 55 years of age.

Section 1 (D) does not apply to aides and monitors.

Section 1 (E) does not apply to aides and monitors.

Section 1 (F) does not apply to aides and monitors.

Section 1 (G) does not apply to aides and monitors.

Section 1 (H) does not apply to aides and monitors.

ARTICLE XXXIII UNIFORMS

THE WHOLE ARTICLE DOES NOT APPLY TO HALL MONITORS AND TEACHER AIDES.

ARTICLE XXVI Waiver

This Agreement shall constitute the full and complete commitments between both parties, and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment or memorandum of understanding to this Agreement.

ARTICLE XXVII Termination

This Agreement shall remain in full force and effect until June 30, 1996 and shall be automatically renewed for successive periods of one (1) year thereafter. The parties stipulate to a contract reopener on July 1, 1993 on wages only through June 30, 1996. Both parties shall notify the other party in writing at least ninety (90) days prior to the current expiration date, or as the case may be, ninety (90) days prior to the end of any automatic renewal year, of its intention to terminate, change, or amend this Agreement. Such written notice shall specify any changes or amendments desired by the party giving such notice and shall be sent by registered mail to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the <u>9th day of June</u>, 1993 with the hourly rate in Economic Package to be effective July 1, 1992.

BOARD OF EDUCATION

Negotiator - James Lawson

Chief Steward, Local 2555 - Roy Keen

	SCHOOL DISTRICT OF THE CITT OF RIVER ROUGE
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-	Board President - Charlotte Campeau
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	Board Secretary - Arthur J. Makarewicz
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	Superintendent - William C. McCollum
	LOCAL UNION 2555, AFFILIATED WITH COUNCIL
	25 OF THE INTERNATIONAL UNION OF THE
	AMERICAN FEDERATION OF STATE, COUNTY, AND
	MUNICIPAL EMPLOYEES, AFL-CIO

MEMORANDUM OF UNDERSTANDING BETWEEN AFSCME, LOCAL 2555 AND THE RIVER ROUGE BOARD OF EDUCATION ABSENTEEISM

Absenteeism is defined as any time off not covered by a physician's statement or other extenuating circumstances not covered by the contract.

Failure to report off from work will also be considered as absenteeism and will be subject to the same regulations. Workman's compensation absences and other verified illnesses will not be counted toward absenteeism. Use of sick leave after call-in is not considered absenteeism.

When an employee reports off, he/she should:

- (1) Note the time and who received the call.
- (2) State how long he/she will be off.
- (3) Call when returning to work if not stated in the initial call. Any employee who is guilty of chronic absenteeism will be subject to the following penalties:
- (1) The first offense: A discussion of the problem and/or a warning from the principal.
- (2) The second offense: Three (3) days off with loss of pay, subject to the approval of the Superintendent of Schools.
- (3) The third offense: Action by the Board of Education, subject to the recommendation of the Superintendent of Schools. An employee will not be considered a chronic absentee if he/she has a clear record for one (1) year.

Edmond Pruneau, President AFSCME, Local 2555

Robert E. Rowe Superintendent of Schools

Marko Vardakis, Chief Steward AFSCME, Local 2555

William C. McCollum Deputy Superintendent And a second section of the second second second second