7/1/

al Oak



MASTER AGREEMENT

ROYAL OAK EDUCATIONAL SUPPORT ASSOCIATION / MEA/ NEA

AND THE

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

EXTENSION 1993 - 1994



Michigan State University LABOR AND INDUSTRIAL RELATIONS LIBRARY



TABLE OF CONTENTS

a Charles

			PAGE
		PREAMBLE	1
ARTICLE	I	RECOGNITION	2
ARTICLE	II	BOARD RIGHTS	3
ARTICLE	III	ASSOCIATION RIGHTS	4
ARTICLE	IV	STRIKE AND LOCKOUT	6
ARTICLE	V	AGENCY SHOP	7
ARTICLE	VI	GRIEVANCE PROCEDURE	9
ARTICLE	VII	WORK SCHEDULES	12
ARTICLE	VIII	VACANCY, PROMOTION AND TRANSFER	14
ARTICLE	IX	SENIORITY	16
ARTICLE	x	LAYOFF	18
ARTICLE	XI	RECALL	20
ARTICLE	XII	HOLIDAYS	21
ARTICLE	XIII	VACATION ALLOWANCE	23
ARTICLE	XIV	PAID LEAVE	25
ARTICLE	xv	UNPAID LEAVE	28
ARTICLE	XVI	WAGES	29
ARTICLE	XVII	LONGEVITY PAY	32
ARTICLE	XVIII	TERMINATION PAY	33
ARTICLE	XIX	INSURANCE BENEFITS	34
ARTICLE	XX	PAYROLL DEDUCTIONS	39
ARTICLE	XXI	EVALUATION	40
ARTICLE	XXII	DISCIPLINE AND DISCHARGE	41
ARTICLE	XXIII	HEALTH REQUIREMENTS	42
ADUTOTE	VYTU	MISCELLANEOUS	43

ARTICLE XXV	INDIVIDUAL INCENTIVE BONUS	44
ARTICLE XXVI	SEVERABILITY	45
ARTICLE XXVII	DURATION OF AGREEMENT	46
APPENDIX A	WAGE SCHEDULE	47
APPENDIX B	WAGE SCHEDULE	48
APPENDIX C	WAGE SCHEDULE	49
APPENDIX D	CLASSIFICATIONS	50-52
APPENDIX E	VACATION ALLOWANCE CHART	53
APPENDIX F	ROESA WAGE INCREMENT/LONGEVITY APPLICATION FORM	
a to a share the	INDEX	55-57

LEVENCES CINE INTERDADER PORTATION

in the second and second and the second

1954 - 7 4

RT

18

A STATE AND A STAT

PLATER - PLATER

UNPERINTER PROPERTY AND

ADDRESS ADDRESS ADDRESS

ALTER AND CONTRACT VILLAND

BENEROPTE DUR 44 LITES TT

BOVERSHILLOTH NY FASH

ARDIOLE IFT

NY TADIFU

※ 有代の文字星代

TYS RETTING

RECTURE NUM

THE STATISTICS

ART POTE BY XX & Y

AGEEMENT

PREAMBLE

10 - CA 16

Atta Standard State

This Agreement is made and entered into on the twenty-fourth day of May, 1990, between the School District of the City of Royal Oak, Oakland County, Michigan (hereinafter called the "Board"), Royal Oak Educational Support Association/MEA and the (hereinafter called the "Association").

In consideration of the following mutual covenants, it is hereby agreed as follows:

1

ARTICLE I

RECOGNITION

Section 1. ab AJLANT COLLER

General Stander

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the ALL CIPP OF THUR Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the term of this Agreement of all employees of the District included in the bargaining unit described below:

> secretarial/clerical staff and A11 paraprofessionals employed by the Board excluding temporary employees, substitute employees, probationary employees, employees, probationary confidential employees, supervisory employees, including Superintendent's Secretary, Assistant Superintendents' Secretaries, Secretaries to: Executive Executive Director of Business Affairs, Director of Pupil Personnel Services and Special Education, and the Director of Personnel and Administrative Services.

Section 2.

The term "employee" when used hereinafter shall refer to all members of the bargaining unit regardless of gender.

ARTICLE II

BOARD RIGHTS

in the second second

2017F. 1.311-1-4

Section 1. Except as modified by the specific terms of this Agreement, the School District of the City of Royal Oak, through its Board, shall retain all rights and power to manage the Royal Oak School District and to direct its employees. The Association recognizes these Board 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:

executive a. to the management and administrative control of the School District and its priorities and facilities, and the activities of its employees during the employees' working hours;

b. to hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

C. to determine work schedules after considering the needs of the program, to determine hours of work, and the duties, responsibilities and assignments of employees subject to the express provisions of this Agreement.

Section 2.

a share an engine

har a loughteter

4-11 14

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

3

alle de la Marcala de la Color de la Color

ARTICLE III

ASSOCIATION RIGHTS

Section 1.

Abt OF and I

1129 - 5W - 1205

The District shall grant the Association the right to post notices of Association activities on bulletin boards so designated in each building and to use Royal Oak School District inner-school mail services, delivery boxes, and office for equipment such communications. Office equipment shall mean typewriters, duplicating machines, calculators, and the telephones for local calls. The Association shall furnish its own supplies. Also, the Association shall have the right to use school building facilities for Association meetings after regular class hours and during the regular evening shift hours of the custodians, provided request is made to the appropriate office not less than five (5) days in advance, except under unusual circumstances, and there is no conflict with other school activities precluding such usage of the facilities and that no additional heating, air conditioning, or custodial time is required.

The Association President or designee will be allowed reasonable time during working hours, without loss of pay, to investigate and present grievances and meet with administration and attend court proceedings or administration agency hearings. The superintendent, or designated representative, may grant permission to the President to leave the individual's work location for a reasonable period of time. The President shall not leave the work location without first obtaining such permission. The President shall perform the regularly assigned work at all times, except when granted permission to leave the work location as provided herein, and the privilege granted to the President to leave the work location is subject to the understanding that the individual will expeditiously devote such time to the proper handling of grievances and will not abuse such privilege. It is further agreed that permission for time off will be granted at the earliest reasonable time and further will not be unreasonably withheld.

In addition to the above, fifty (50) hours (fifty-five {55} hours, effective 7/1/91; sixty {60} hours effective 7/1/92) of released time with pay may be granted, without cost, for

Section 2.

ubomont on the

man berrie aren be

10113 200 100 m

「名音ではよい」はなる

4

Association business that would be of mutual benefit to the parties.

Subject to the above approval, the Association may purchase additional released time with pay for other Association business at the substitute rate.

Section 3. Preferential seniority which is given to the Association President shall not be used for the purpose of applying for classification openings or for promotion of any kind; only the actual seniority of the employee shall apply in these situations.

NAMES OF THE OWNER

The President may exercise preferential seniority and maintain such seniority status if the individual's category is eliminated.

Bride Cran

ARTICLE IV

STRIKE AND LOCKOUT

Pudua atos sti budos la f

the state to be set in the

During the term of this Agreement, the Association agrees that neither it nor the employees shall authorize, sanction, condone, or acquiesce in any strike. "Strike" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purposes of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of the employment. The Superintendent or designee, shall have the right to discipline, including discharge, any employee for taking part in any violation of this Article.

The Board also agrees that, during the duration of this negotiated Agreement, it will not effect a "lockout" of bargaining unit employees.

ARTICLE V

AGENCY SHOP

Section 1.

Sector USE

「「「「「「「「「「」」」」」「「「」」」」」」

Risten Indian

Roll - Low N. Post

a.

Star March

A STATE OF THE STATE

advort to the last

As a condition of employment, all employees have the choice of either (1) joining and paying dues of the Association or (2) paying to the Association a representation fee equal to the total yearly Association dues. Each employee shall submit such Association dues or fee representation to the Association representative or authorized payroll deduction of same on an authorization form within thirty (30) calendar days of the effective date of this Article or after attaining seniority status, whichever is later. Failure to comply with the provisions of this Article shall be considered by both parties as just and reasonable cause for dismissal in which case the following procedure shall be followed:

- The Association's Executive Board shall notify the employee by letter, sent certified mail, return receipt requested, explaining that the employee is delinquent in rendering either the periodic and uniformly required Association dues or the representation fee in an amount equivalent to the periodic and uniformly required CARA TI STU Association dues, and specifying the current amount of such delinquency and warning the employee that unless such or representation fee or a dues properly executed wage deduction authorization form is tendered within thirty (30) calendar days of such the employee shall be reported notice, to the Superintendent, or designee, for termination of employment, as provided in this Article.
 - The Association shall b. furnish the Superintendent, or designee, with a copy of the letter sent to the employee and a notice that the employee has not complied with the Association's and request the Board to request, terminate the employee's employment.
 - The Superintendent, or designee, shall within ten (10) calendar days of said notice from the receipt of

7

Association, notify the employee that employment shall be terminated at the end of the pay period in which the Board's notice is sent to the employee, unless in the meantime the employee tenders the required Association dues or representation fee or wage deduction authorization form. If the employee fails to comply within the required time, the superintendent, or designee, agrees to terminate the employee's employment at the end of the pay period in which the Superintendent's, or is sent to the designee' notice

employee. Section 2. With respect to all sums deducted by the District pursuant to authorization of the employee, whether for dues or representation fee, the District agrees to promptly disburse said sums upon direction of the Association. In the event that cash payments have been made to the Association, prompt notification will be made to the superintendent, or designee, of such payment.

Section 3. The Association shall indemnify and save the Board, its employees, agents and each individual School District Board member harmless against any and all claims, demands, costs, suits, or liability of any kind arising out of or in any way connected with action taken or not taken either (1) for the purpose of compliance with this Article or (2) in reliance upon signed authorization forms or letters furnished to the District by the Association or its members authorizing payroll deduction of dues. inat in cycl, tebnolaw

AND LITER STATES OF THE STATES a film semplant in problemation at the semplant in the second second in the second second in the second sec n roke postal letter Bilm de Deklemon n roken ond Edengen ons grandeer a sumportant a revolution and edenting at

to the the state of the second of the second

pedroque edellens sevelante ada

avail leased came its company a could univer the prime (11)

113 03 PT1 725 _ (2) m

sis of Fauper sell, natione ten duer Rach Gulleven h racolation due of

hord rel payrol's deduction of

tide sempleup to prototic presente and 10 EVEN THER LED. (01) BUT THREE ent non 6 lon bis 10 IG DOUD

FORS

Lotte article

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1.

1-5,14

- A grievance is a claim, by an employee, or a group of employees (made through the Association), of an alleged violation, misinterpretation, or misapplication of the Agreement. No grievance shall be processed unless it is presented within seven (7) days of its occurrence or when the employee should have had reasonable knowledge of its occurrence. The grievance procedure shall be the exclusive method for settling grievances as defined herein. The term days as used herein shall mean calendar days, excluding holidays specified in Article XII, Section 2.
- Section 2. Step One Informal discussion between employee and immediate supervisor. At the option of the employee, an Association representative may be present in the discussion at Step One. If the decision is not satisfactory to the employee or the Association, the grievance shall be reduced to writing and presented to the immediate supervisor within seven (7) days of the Step One meeting. The immediate supervisor shall respond within seven (7) days of receipt of the grievance. The response shall be sent to the Association's designee.
 - <u>Section 3</u>. Step Two If the grievance is not resolved at the Step One level, the grievance, shall, within seven (7) days, be presented in writing to the Superintendent, or designee. Within seven (7) days of receipt of the grievance, the Superintendent, or designee, shall meet with the Association in an effort to resolve it. Not more than seven (7) days following the meeting, the Superintendent, or the designee, shall advise the grievant(s) and the Association's designee of the decision in writing.

Section 4.

Step Three - If the grievance is not resolved at Step Two, the grievance, at the option of the Association, may be submitted to binding arbitration. The Association shall give the Superintendent, or designee, written notice of its intention to arbitrate within seven (7) days of receipt of the written disposition of the Superintendent, or designee. If within nineteen (19) days of the said Association intention of arbitration the parties cannot agree as to an

arbitrator, the arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association. Neither the District nor the Association shall be permitted to rely on any evidence in the arbitration proceeding if a request to see such evidence has proceeding if a request to see such evidence has been made by the other party and denied by the District or the Association. The award of the arbitrator shall be binding upon the Association, District and any employees involved.

The arbitrator shall have no power to add to, subtract from alter, or in any way modify the terms of this Agreement or construe said terms in derogation of the Board's rights and responsibilities, except to the extent such rights and responsibilities may be expressly limited by the terms of the Agreement. The arbitrator's fees and expenses shall be shared equally by the District and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participants.

S JAN LONGI LONDA

J.J.Cas

DO SEYO DAN

Jan C. Inma

V GLE DEBOORDAGE to syste (a) mives

Section 5.

Is the name Lout

Section 6. Failure of the Association to proceed with any grievance within the time limits set forth in the Article shall result in dismissal of the grievance and shall be deemed an acceptance of the decision previously rendered at the most advanced step of the procedure before the said failure to observe stated time limits.

Failure of the District or its representatives to render a decision within the time limits set forth in this Article shall automatically move the grievance to the next step in the procedure or the grievance may be dropped.

Section 7.

After a grievance has been withdrawn, it can only be reinstated after a written finding by a fully constituted Association Review Board, but an arbitrator shall have no authority to grant back pay for the period of withdrawal.

Section 8. 9.5: The State of

The parties to this Agreement acknowledge that the pursuit of multiple remedies in an attempt to resolve a grievance, or grievances, has a detrimental effect on the harmonious relationship which exists between the District and the Association. Therefore, should the Association and/or an employee elect to seek a resolution of a grievance through a means (i.e., court or administrative agency) other than that provided

in this Article, it shall constitute a waiver of the appropriate party's right to have the grievance resolved by an arbitrator as provided in Section 4 above.

The filing of a written Demand for Arbitration shall constitute a waiver of the Association's and/or the employee's right to seek another form of resolution to a grievance, unless there is a law or regulation which prohibits the waiver of such right. This provision does not, however, waive the District's or the Association's right to seek to nullify an arbitration decision that is not consistent with the terms of this Article.

Section 9.

Group grievances filed by the Association shall be filed at Step Two.

THE LASS OF BUILD

and the failed a structure of card

stopping at histerilly

THE REPORT

WERT.

centera amaterias ao

And a set of the set o

actual one country of a standard a radio shall shall be and

and writes and any second in the

the matter was and added to any particular

ARTICLE VII

WORK SCHEDULES

16112 110 had sab

in adviced a nade isenoor flants

Section 1. Seniority Category A employees normally work an eight (8) hour day exclusive of a lunch period. The standard work week is forty (40) hours. Any change in work schedule for these employees will be communicated to them, by letter, prior to such change.

- Section 2. Seniority Category B employees, excepting Special Education Paraprofessionals, as noted below, work varying hours per day. They normally work on anos de conserv those days when pupils are in attendance.
- Special Education Paraprofessionals will normally Section 3. work seven (7) hours per day on those days when pupils are in attendance. special Since education pupils are not in the building seven (7) hours per day, building administrators may assign these paraprofessionals to other tasks during available time.
- The fifty-two (52) week, forty (40) week, Section 4. thirty-eight (38) week and thirty-six (36) week designation of positions listed in Appendix D are considered to be the "normal" work year for the are listed in positions which order of It should classification. be noted that positions and work weeks are subject to change for reasons such as economics and reorganization. Contemplated changes will be discussed with the Association.
- of July 1, 1987, persons who hold the Section 5. As positions of Telephone Operator, Bookkeeper in Senior High and OTC-SE, and Scheduling Secretary Senior High shall continue to follow the in classification, progression the higher to Classification #3 Classification and #5 respectively. However, persons assuming the positions of Telephone Operator, Bookkeeper in Senior High and OTC-SE, and Scheduling Secretary in Senior High, after July 1, 1987, shall be the appropriate classification as placed in indicated in Appendix D.
- Section 6. Overtime must be approved by the immediate All hours worked beyond forty (40) supervisor. hours within a work week shall be paid for at time and one-half (1-1/2) times the employee's regular rate.

- Section 7. Morning and afternoon breaks will be provided for employees working six (6) or more hours daily. The duration of these breaks will be fifteen (15) minutes for eight (8) hour employees and ten (10) minutes for employees working less than eight (8) but more than five (5) hours daily. more Employees working less than five (5) hours daily shall be entitled to one (1) break of ten (10) minutes. Break time cannot be banked or combined.
- Section 8. Summer hours will begin on the first work day in July and continue through the tenth work day in Twelve-month, eight-hours-per-day August. AU-257 4.44 employees will work a thirty-five (35) hour week and be paid for forty (40) hours.
 - Employees will work a seven (7) hour a. day, five (5) days per week, unless a flex-time plan is submitted to and approved by the Personnel Office.
- b. Representatives of the District and the to Association will meet annually No mar aller a server a discuss alternative configurations of the thirty-five (35) hour week.

Overtime will be paid only after forty (40) hours worked.

M. Col Str.

THE CAPTOR AND

Section 9. This Article shall not be construed as guarantee of hours per day or week. a

a state management of an analysis and an an a

the build and an a second date of the second the result of the second s

ARTICLE VIII

VACANCY, PROMOTION AND TRANSFER

<u>Section 1</u>. A vacancy shall be defined as a newly created position, an unfilled present position that the Superintendent, or designee, has determined it will fill, or a position where the current employee has been on an unpaid leave exceeding thirty (30) days.

<u>Section 2</u>. A promotion is defined as an upward change in classification. A change within a classification is considered a transfer.

- Section 3. Vacancies shall be posted, immediately upon receipt in the building, for a period of five (5) work days. During the time of the posting, any qualified employee may apply to the Personnel Office.
- Section 4. Postings will be sent to all buildings and will set forth the position, classification, location (if known), and the required qualifications.

Section 5.

A copy of all postings or a notice of intent not to fill open positions will be sent to the Association President.

- <u>Section 6</u>. In filling vacancies the Superintendent, or designee, will consider the applicant's seniority, background, skills, abilities, and work experience both inside and outside of the School District. Positions will be filled from within the bargaining unit if there is a qualified bargaining unit applicant.
- Section 7. Within eight (8) work days after the expiration of the posting period, the Superintendent, or designee, shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association. Unsuccessful applicants may contact the Personnel Office to determine the reason(s) for denial.

If the Superintendent, or designee, fails to place the selected applicant in the position within seven (7) work days after being selected, the employee shall receive the pay rate commensurate with the new position. However, in unusual situations, an extension may be arranged by agreement of the parties.

- Section 8. The parties agree that unrequested transfer of employees shall be kept to a minimum. In the event of a school or office closing, employees effected shall be notified of such closing, and THE SEFERE 1811 shall have the first opportunity to request transfer to an open position.
- Section 9. Any employee assigned by a supervisor to temporarily assume the duties of another employee for a full work day, and in increments thereof after the first day, shall be paid the regular classification rate at the temporarily assigned 25-1 employee's wage experience step, for those duties or the employee's present rate, whichever is higher.
 - Employees who request a transfer shall not be requested to prove competency through the Section 10. retaking of skills examination.
- No vacancy shall be filled by a substitute or Section 11. temporary employee for more than fifty (50) consecutive working days without the individual becoming a member of the bargaining unit, unless the vacancy is created as a result of a leave of absence for a known duration, in which event the BUR Comparison Superintendent, or designee, may fill the position for such period with a contract substitute in order to permit the absent employee THE LEFT LEFT to return to the position upon return from leave.

the set of the set of the set of the

a net hat any set and the set during the set of the set

annana ann an Ionre an Ionrean Sanna ann an 10 an Sanna

- Sustan THE REAL PLAN IN THE THE ARTICLE IX

SENIORITY

Section 1.

Section 2.

DEPT CANCER & LO

and

The seniority of all employees on the seniority list shall be by category and shall commence with the date of employment by the District in the category.

SPACELON B.

There shall be two (2) categories of employees for the purpose of seniority: A, Secretarial /Clerical positions, and B, Paraprofessional positions. Seniority can only be gained, while working, within that category and shall be retained as long as the individual is in continuous employment. Should an employee move from one (1) seniority category to the other, seniority in the previous category shall be frozen.

Section 3.

LODIE W DR. BUT MIN

TO THE BUILD TO THE

AND AN ANTHA MANY AN ANY

New employees shall be considered probationary employees for their first fifty (50) full days of work, with no seniority, temporary leave, or other benefits, or other rights under this Agreement.

The term "full days" shall mean the length of the day for which the employee was employed $(\underline{i}.\underline{e}., a \text{ posting for a } 2-\text{hour } Class Size Relief Paraprofessional would mean that the two$ (2) hours per day would constitute a "full day").

- Section 4. If the employee is continued in employment beyond the fifty (50) day probationary period, the employee shall acquire the status of a seniority employee and seniority shall be established from the first day worked as a probationary employee. Applicable fringe benefits, excluding insurance benefits will commence with the first day as a seniority employee. However, insurance benefits will commence as provided under the eligibility requirements of the applicable insurance policy.
 - Non-District funded work experience training Section 5. programs (i.e., CETA) shall not count toward seniority although it is applicable to salary step placement and other fringes such as vacation and longevity.
- Time worked as a substitute employee and/or a Section 6. temporary employee shall not count toward seniority or length of service for the purpose of calculating vacation allowance (Article XIII),

longevity payment (Article XVII), and termination payments (Article XVIII).

Section 7. An employee shall lose seniority if the employee resigns, is discharged, or is absent without notice or approval for three (3) consecutive working days.

CHUNE AND LOUGHERED

NO SCUMP VO'S G

NYE IS REPORT

Employees on layoff who notify the Personnel Office in writing by July 1 of each year of availability for recall shall remain on the recall list for two (2) years or their length of seniority, whichever is less. Said employee shall have their seniority, at time of layoff, reinstated if reemployed by the District.

After an employee acquires seniority, the Section 8. employee shall be placed on the District seniority list. Employees with the same seniority date shall be listed according to the alphabet with the employee whose surname at date of hire is closest to the letter "A" having the greater seniority, the next employee closest to the letter "A" have the next seniority.

Section 9. The Superintendent, or designee, shall provide the Association with a complete list of members of the bargaining unit, their appropriate classifications, their first employment date for seniority purposes, salary scale step, and locations, on or about April 15 of each year. In いたまたの料理書 は 読み マロード よ Vourse and Colors addition, the Association President will contact the Personnel Office at the end of each month to Stand Charles update the Association list relative to bargaining unit employee personnel changes.

enter a subsection de la construction de la

And a construction of the second seco

A statistic sector of the sect

A REAL FRANKING THE OPEN LOUGHT FRANKING

the state of the second s

the and the transmission of the second second second second

17

and the addition of the second of the

at the man and the second and

soldenisted has a TLUE ALLES AND STREAM SET STEPHEN ARTICLE X

severites and the severe baptoness description of the

Section 1. 「日本の日本語生」「日本の日本日」

Sit to

services in the second and devertige as

In the event it becomes necessary to reduce bargaining unit positions, a meeting will be held with the Association to review layoffs not more than fourteen (14) days after written notice to the Association under Section 6 of this Article.

Sawo Lane Mist

Section 2. In the event that it becomes necessary to reduce the number of employees through layoff from employment, substitute and probationary employees shall be laid off first.

Section 3.

1 - 9/13 . 150

In the event a layoff of a District-funded employee becomes necessary, the least senior employee within the affected classification shall be laid off first unless that employee is the only person within the classification qualified to fill a position. Employees designated for layoff shall have the right to bump the least senior employee in the effected classification or a lower rated classification who holds a position for which the laid off employee is qualified.

Section 4. In the event layoff of a non-District funded employee becomes necessary, the lowest seniority non-District funded employee(s) shall be removed first. All District-funded seniority employee(s) must be recalled to a District-funded position before any non-District funded employee can be position. hired for a District-funded Non-District funded employees hired for the District-funded position begin as new hires and must serve another probationary period.

- Laid off employees who notify the Personnel Office by September 1, in writing, of availability for substitute work shall be given Section 5. preference in assignment of substitute work.
- Section 6. The Personnel Office will notify the Association of layoffs for indefinite periods of time at least thirty (30) days prior to the anticipated layoff and give written notice to the effected employee(s) at least fifteen (15) days prior to the anticipated day of layoff.
- In the event of emergency layoffs due to economic Section 7. reasons, the Superintendent, or designee, will provide at least forty-eight (48) hour notice to

the effected employees following notification to the Association.

Section 8.

- "C+"

(a) 34 (11) -

a second se

LOVELIN ET TLD

The Part of the

1018 (Au 201) S. 13

Less than fifty-two (52) week employees who collect unemployment benefits for time that they are not normally scheduled to work will have deducted from their subsequent wages an amount equal to their unemployment benefits received for such time if they are recalled to work on or before September 15 (The first Friday following the "fourth Friday" as designated under the School Code, if they are recalled to a class-size relief position.) of the next school year.

1. 5 THE THESE IN THE

and the second

ARTICLE XI

RECALL

512058

The recall of seniority employees from a layoff Section 1. shall be in reverse order from layoff, provided they can meet the qualifications of the available position.

STREET STREET

- Section 2. All employees having seniority, and meeting the qualifications for the available position, shall be recalled before any new employees are hired.
- Notice of recall shall be sent to the employee's Section 3. address, as shown on the personnel record, by registered or certified mail. If an employee fails to report for work within twelve (12) calendar days from the date of the mailing of the notice of recall, the employee shall be considered as having resigned.
- It is the employee's responsibility to notify the Section 4. Superintendent, or designee, in writing, of changes in address.

ARTICLE XII

HOLIDAYS

Section 1.

The following are paid holidays if said holidays fall during the week of regularly scheduled employment:

a. Seniority Category A (52 week employees)

Independence Day One to be arranged during the summer Labor Day Thanksgiving Day Thanksgiving Friday Christmas Eve Day Christmas Day New Year's Eve Day New Years Day Good Friday Memorial Day

- b. <u>Seniority Category A (40 and 38 week</u> employees)
 - Labor Day Thanksgiving Day Thanksgiving Friday Christmas Eve Day Christmas Day New Year's Eve Day New Year's Day Good Friday Memorial Day

c. Seniority Category B

Labor Day Thanksgiving Day Thanksgiving Friday Christmas Eve Day Christmas Day New Year's Day Good Friday Memorial Day

Section 2.

Should a holiday fall on a Saturday or Sunday, another day shall be designated. If the holiday falls when school is in regular session, the employee shall be given an additional vacation day in lieu of the holiday.

Section 3. Should a less than fifty-two (52) week employee work at least three (3) days of a week when school is not in session, said employee will be paid for any of the aforementioned holidays that fall on a weekday during the week worked.

> Laber Day Maria geotra Bay Thankeel Think Bay Cirristan Ere Dir Nan Vener The Bay Nan Vener The Day Saw Think Bay Cond Bai bay

S A DEPART OF A DEPART OF A

rabyr Doy Gharf sol Log Day Alao Regering Triar Gha hene Krawar Whetherman Tor Weekstarr's Dre Good Triawyr Mameria 1900

Strong Lange

A should a house to the of a state of a solution of a solution, and a solution of a

ARTICLE XIII

VACATION ALLOWANCE

Section 1.

Fifty-two (52) week employees shall earn twelve (12) days of paid vacation per year. Vacation is earned in one (1) year and taken the following year (see Appendix E), except as provided below. After six (6) school years of service, one (1) day will be added to the annual vacation for each additional year of service until a maximum of twenty-two (22) days. Vacation is normally taken during the summer months but certain offices may find that some vacation time may be arranged load during the school year, the work If a legal holiday falls on a permitting. workday within the vacation period, it shall not count against vacation time. Employees may not elect wages in lieu of vacation.

The first year an employee works in a fifty-two (52) week position, he/she will be given the option of taking vacation days earned through December beginning January 1 of that employment year. The vacation days earned between January 1 and June 30 may be taken beginning July 1 of the next employment year.

Section 2. Employees who work less than fifty-two (52) weeks earn vacation time of at the rate shall per of five-sixth (5/6) of a day month After six (6) of employment. school years service, five-sixths (5/6) of a day shall be added to the annual vacation allowance for each additional year of service until a maximum of twenty (20) full days per year is reached. During 1990-91, in lieu of time off during the work year, these employees will have the option of electing to be paid for their year-to-date the vacation time during winter, earned mid-winter and spring breaks, with any remaining earned time paid at the end of the work year or to be paid for their earned vacation time at the end of the work year.

> In 1991-92 and 1992-93, in lieu of time off during the work year, less than fifty-two (52) week employees will be paid for their earned year-to-date vacation time during the winter, mid-winter, and spring breaks; any remaining earned vacation time will be paid at the end of the work year.

Section 3. Part-day employees (one-half {1/2} time or more) will receive prorated vacation allowance.

Section 4. A vacation may not be postponed from one (1) year to another and made cumulative, but will be forfeited unless completed by June 30 of the year in which it is to be used.

day will be solved a the name of all a maller of each additional vartes service offil a maller of transverte (12) days vector in a maller of a daring the same action of the maller and that the same action of the work load danies one the action best work load norm tild the the action part of it shall no contact section part of it shall no contact section for any not sol to action the same of a solution part of the shall no contact section for the shall no contact section for any not sol

(1) sou instant of is an is a source of the set of the set

The trib year at applored and a thir be given the optics of fisting varation de the and with be given the optics of fisting varation for detailed through tomater gees and from () of the sequent year The reactor of come () of the sequent ond duge 0 may de token taganding by 1%, fis ners and by a var

Section, 2

thildowner in work teast that if y two if the rate ghall each water or a day oper multo of employment. I we sit (6% ethat) years of vervices the selection of a day oper multo of added to the annual vertice unbit a convente additional test of entropy and in a rate worky (20) full seve test year is rate haring to of a land of and the second of a bring source, these will be a rate of also in the antipoles will be addited addition of the second of a second test of also in the second of a second addition of the second of a second of a second addition of the second of a second of a second addition of the second of a second of a second addition of the second of a second of a second addition of the second a second a second of a second a second addition of the second a second of a second a second a second addition of the second a second a second a second a second a second addition of the second a s

A. 1981-92 and 1912-94 In They of 1100 017 during the more tear, these for filty and (62) wear co-date with the part wer their educed wear co-date with the part wer their educed ind-vincers and apping treates any remining the with bears the period of the off the with bears.

ARTICLE XIV

PAID LEAVE

State State State State - 12 Jon Blyers Mid II. P-

a series the series

PD2 St. Prefatters and Timeter of States Freeze

a stante

15 min 2010

Brit VITTER

202

山道 建制金属

South Republic - South

distant to be

Section 1. Paid leave days are not the property of the employee but are the District's provision for absence with pay for specified personal emergencies. Employees shall be allowed one (1) day absent without loss of wages for every four (4) weeks worked, not to exceed twelve (12) days per year, for the following reasons:

- a. Personal illness or injury.
- b. Serious illness in the immediate family (parent, spouse, child, and/or other family members residing in the employee's household). Five (5) days CONTRACTOR OF THE AND THE ADDRESS OF within each year are the maximum STATE OF AND A ST allowed.
- monity for affinte and C. Death of a near relative, which may include child, mother, father, brother, daily - the large start and 語には、後日本、日本の sister, wife, husband, father-in-law, THE REAL PROPERTY. mother-in-law, brot sister-in-law, uncle, brother-in-law, to give prototicity of yes aunt, step-father, step-mother, step-child, and/or other family members residing in the employee's household. The usual and share that is at it number of days is to be three (3) days for the metropolitan area and five (5) which an a the top send the days in cases where considerable travel is involved.
 - d. Three (3) days of absence each year caused by personal emergencies or legal and professional matters of a very urgent nature which can be transacted only during the workday may be used. Except in cases of utmost emergency, notice of such absence and the reason shall be given in advance to the building principal or supervisor. This shall not be used for the extension of established vacation and recess periods. The days may not be used for vacation, recreational pursuits, social functions, economic gain (e.g., other employment), travel, and/or to accompany the employee's spouse on a vacation or business trip(s).

THE MARK IS IN THE PARTY PRESSONNESS and the second of the second

and viregoid and cash volstrativ provision for isgosias bairtagas / shall he suitwad one (1') NOT VIEVO NOT ANDRA いなない しんていしょう しゅううくと 二

e.

themes ou stimmer and the are Tride Turbas Toliffic , 980 ALI "" QUILISSY BAR Marnin KER Od S HE TEN

the state factor much and welt-ope anti- ne nedenk UTS I TTI LEAT MAL 1.14月 月1日1日 月 SIGH-LOUS STORIOU-CONTR はよくの方法に、自然に、「来ばりのいぼ」や天久たらう hansenald the rough eyeb (2) and a side of a system (2) avid (1) a bit a state of the set In 15th a left and a state of the sector

Upon written request to the Personnel Office through the building principal or supervisor, employees may obtain approval for absence in connection with participation in recognized, organized, religious holidays, such absence to be deductible from their accumulated sick leave. Requests should be received by the Superintendent, or designee, least two (2) days in advance. at A maximum of three (3) days per year may be used for this purpose. ANT TO SEE

> Employees who are summoned for jury duty examination and investigation must notify their supervisor and the Personnel Office within twenty-four (24) hours of receipt of such notice. If the employee then reports for jury duty, the employee shall be paid an amount equal to the difference between the amount of wages the employee would otherwise have earned by working that day and the daily jury duty fee paid by court (not including travel the or reimbursement allowances of expenses) for each day on which the employee reports for or performs jury which the employee duty and on otherwise would have been scheduled to work. Such time spent on jury duty will not be charged against paid leave days.

g. Other reasons and/or persons approved by the Superintendent, or designee.

Section 2. At the end of each year, the unused portion of the available paid leave days shall be cumulative to a maximum of one hundred eighty (180) available days.

sunsayituor ... mite

Section 3. Illness or inability to report for work must be reported to the person designated by the supervisor as soon as possible prior to or on the day of absence. Arrangements as to the appropriate time and place of call should be made with the supervisor.

n ny sebras e Section 4.

On any day when all Royal Oak Schools are closed by declaration of the Superintendent due to inclement weather, secretarial/clerical/paraprofessional employees are not expected to report. Should a

secretarial/clerical/paraprofessional employee be asked to report, the employee will receive an extra day's compensation. Work schedules shall be subject to change to permit immediate implementation of legislation that permits the rescheduling of days not provided because of conditions not within the control of the District.

- Section 5. Sick Bank The District shall contribute one hundred thirty (130) paid leave days to a sick leave bank for each contract year. Any balance of days left in the bank on June 30, each contract year, shall expire.
- a. In order for an employee to be eligible to apply, in writing, to the Association for additional days, he/she must meet the following criteria:
 - (1) Must have exhausted accumulated paid leave days.
- (2) Must have used fifteen (15) days during the current employment year for the same, or directly related, illness and/or injury.
 - b. The Association will recommend, in writing, to the Personnel Office, the granting of a specific number of days, for a specific employee, from the sick leave bank.
 - c. The administration of the sick bank is not subject to the Grievance Procedure.

Section 6. Subject to approval of the Personnel Office, the District will provide days to be used for conference attendance by Seniority Category A and B employees. It is understood that conference topics shall be timely and have application for the individual employee's job performance. Written requests shall be initiated by the immediate supervisor indicating his/her support, prior to submission to the Personnel Office for consideration.

27

ARTICLE XV

sector Landa . How Les / nor - pro Les Cost - Amptoyers he

UNPAID LEAVE

Section 1. and full and a succession

A MARANT MILE

annatal mak

REAR SE ANUL

eldine to avai

so cereised Repland the unan

Unpaid leaves for reasons such as alleviation of personal or family hardship, health, long-term disability, job related study or child care may be granted by the Superintendent, or designee, not to exceed twelve (12) consecutive months. Return from leaves of thirty (30) days or less shall be to the same position. Return from leaves exceeding thirty (30) days shall be to a vacant position for which the employee is qualified.

Section 2.

Employees on such leaves of absence must notify the Personnel Office, in writing, of their intent to return at least thirty (30) days prior to the Failure to do so expiration of their leaves. shall result in termination.

Section 3.

DIANTRIP !!

The Superintendent, or designee, reserves the right to have any employee, returning from a leave of absence, examined by a District-appointed physician to verify the employee's ability to return with no limitations.

and sublest to the Chlevanne Prodatine.

ore all marrie of the should be the sto

Edited to approval of charge connel differ, the plant of the derivation of the formation taken for the endicytics of the derivation of the derivation of the taping and the derivation of the soulites of the distribution for the derivation of the derivation of the distribution for the derivation of the derivation of the distribution of the derivation of the derivation of the distribution of the derivation of the derivation of the distribution of the derivation of the derivation of the distribution of the derivation of the derivation of the distribution of the derivation of the derivation of the distribution of the derivation of the derivation of the distribution of the derivation of the derivation of the derivation of the distribution of the derivation of the deriv

ARTICLE XVI

WAGES

Section 1.

197 (P14) P00 (00, 010009)

1 + F . V

- Placement of new employees at the proper step within classification shall be determined by the number of years of applicable work experience or related college experience within the ten (10) year period previous to date of employment. For the duration of this Agreement, the following criteria for such determination shall be used:
 - 0-2 years' experience -- Begin at Step 1 3 years' experience -- Begin at Step 2 4 years' experience -- Begin at Step 3

Section 2. Annual increments on the wage schedules (see Appendix A, B, and C), based upon the length of service date, shall be granted upon written application, to all employees in continuous employment.

> The length of service date for employees in continuous service is usually the initial date of hire. Layoffs and recalls, unpaid leaves, or other periods of non-employment may necessitate adjusting the initial date of hire to reflect an employee's total service. This procedure will be used to establish the length of service date for calculating wage increments (Article XVI), vacation allowance (Article XIII), and longevity payments (Article XVII).

> The procedure for making written application, as noted above, for the annual wage increment shall be as follows:

- a. The employee shall annually complete the application form (Appendix F) and submit the original copy to the Personnel Office within thirty (30) calendar days prior to or thirty (30) calendar days following the length of service date.
- b. The Personnel Office will verify the information on the application form and forward authorization to Payroll.
 - c. Payroll will institute the wage increment change in the next full payroll period following the length of service date.

- d. If the application form is not submitted within the sixty (60) day period noted above, the District will not be obligated to provide retroactivity. The effective date for the institution of the wage increment change will be the next full payroll period following receipt of the completed application form.
 - length of service, Section 3. Total comprising both seniority categories, shall be used in the application of salary step placement and applicable fringe benefits for continuously employed employees.

The hourly wages of employees covered by this Agreement are set forth in Apendices A, B, and C, which are attached to and made a part of this Agreement. The wage schedules set forth in Appendices A, B, and C shall be adjusted as follows:

1990-91: The percentage of increase will be six and one-quarter percent (6.25%).

1991-92 and 1992-93: The percentage of increase, annually, will be five and three-quarters percent (5.75%).

> However, should the total cost to the District of health insurance premiums

The and JEEP I MAR MAY 17 Character (1)

Section 4.

the a lot of date of

THURSE DESIGN

TO TOULIST OF STUDINS

adura instanti mani

egow pi ancristi Plate agent date eg

ind states when a product of the

HARDING - WILLING

For 1990-91 increase by 10.1% - 15%, the percentage of wage increase will be reduced by one-quarter percent (.25%); if the increase is 20.1% - 25%, the percentage of wage increase will be reduced by an additional one-quarter percent (.25%); if the increase is 30.1% - 35%, the percentage of wage ning with ar) der bei in in solien Stern Aris of bei its increase will be reduced by an additional one-quarter percent (.25%); etc.;

For 1991-92 and 1992-93 increase by (2) 5.1% - 10%, the percentage of wage - he large a detto and increase will be reduced by one-quarter percent (.25%); if the increase is 15.1% - 20%, the percentage of wage increase will be reduced by an additional one-quarter percent (.25%); if the increase is 25.1% - 30%, the percentage of wage increase will be

reduced by an additional one-quarter percent (.25%); etc.

AND THE PARTY OF

Sure and a fear

- Land Brankel of the court of and the the man and the second of the second second of the second se

Land the parties in the second of a

and an internation of prophetic is a

the second se

niona composition antra composition and a topic of the second sec

end and many other of a star and and and and

The state and the

31

ARTICLE XVII

NATION A FREEL

LONGEVITY PAY

Section 1.	Each employee in Seniority Category A and B shall
	be granted an annual longevity payment as follows:

- a. After completing nine (9) years, each employee shall annually receive two hundred fifty dollars (\$250) (three hundred dollars {\$300}, effective 7/1/91) in the tenth (10), eleventh (11), and twelfth (12) years of employment.
- b. After completing twelve (12) years, each employee shall annually receive three hundred dollars fifty dollars (\$350) (four hundred dollars {\$400}, effective 7/1/91) in the thirteenth (13), fourteenth (14), and fifteenth (15) years of employment.
- c. After completing fifteen (15) years, each employee shall annually receive four hundred fifty dollars (\$450) (five hundred dollars {\$500}, effective 7/1/91) in the sixteenth (16), seventeenth (17), and eighteenth (18) years of employment.
- d. After completing eighteen (18) years, each employee shall annually receive five hundred fifty dollars (\$550) (six hundred dollars {\$600}, effective 7/1/91) in the nineteenth (19) year, as well as in each additional year of employment beyond nineteen years.

Section 2.

agrice and later the ans

Annual longevity payments shall be made, upon written application (Appendix F), based upon the length of service date, for all qualifying employees. (See Article XVI for procedure.)

The annual longevity payment will be paid in the regular paycheck; however, the District will arrange to reduce the tax deduction by taking the required taxes during the number of pay periods. The number of pay periods will be determined by Payroll.
ARTICLE XVIII

TERMINATION PAY

Section 1.

and the succession of the State and State

and and the second s

and the set during

ALLARS CONTAINS OF A MORE

- Employees with ten (10) or more years of service with the District, regardless of bargaining unit, shall be granted termination pay equal to half of ST = 15176A ISTA the unused paid leave days not to exceed seventy-five (75) days' pay. Said pay shall be computed on the current rate, not to exceed three thousand dollars (\$3,000) (three thousand five hundred dollars {\$3,500}, effective 7/1/91). No employee may participate more than once and payment shall be determined by the days earned while a member of this bargaining unit.
- Effective June 30, 1992, the number of accumulated paid leave days that may be used to Section 2. qualify for termination pay will be frozen at the number of accumulated paid leave days in the to unous of the employee's bank as of said date, not to exceed seventy-five (75) days. However, the number of accumulated paid leave days that may be used to qualify for the termination payment may be reduced through the employee's subsequent usage, although the lost days may be restored to the employee's previously frozen maximum by non-usage of future paid leave days.
 - Members of the bargaining unit employed prior to Section 3. July 1, 1992, who meet the requirements outlined above in Sections 1 and 2, will be eligible to Training and my participate in the termination pay program. a per many
- Section 4. Members of the bargaining unit employed after June 30, 1992, shall not be eligible to participate in the termination pay program.

a get by

ARTICLE XIX

INSURANCE BENEFITS GJ Walte.

- The District will pay the premium for the insurance benefits listed in this Article for Section 1. eligible employees.
- To be eligible for insurance Section 2. benefits, an employee must be employed regularly for twenty (20) or more hour per week with the exception of long-term disability (see Section 4, c).

Section 3.

Employees with regular assignments which coincide with the student year and who receive reasonable assurance of employment in the Fall shall receive insurance coverage throughout the summer.

Insurance coverage for employees who terminate their employment shall cease on the date of termination or at the end of the month following the date of termination, whichever is later.

sud mi tayou with the the out don

a magnin and age

- Section 4. Insurance Benefits -
- Full-family Hospitalization coverage with the same basic benefits as Blue Cross/Blue Shield MVF II with Master Medical Option IV with said two dollar (\$2) co-pay Prescription Rider.
- (1) Any eligible employee may, by submitting a completed application form to the De correction de de contrar en Business Office, elect hospitalization coverage.
 - (2) instance shall an In no employee be covered by more than one (1) hospitalization contract to which the District contributes.

The District shall not be required to provide hospitalization coverage to an employee who is under another hospitalization plan or policy. The employee must certify to the Personnel Office that he/she is not knowingly covered under another hospitalization plan or policy which is at least

and a forther and share and a forther comparable to that provided by the District.

> Employees who cannot withdraw from coverage under the other policy may request of representatives the District and the Association to permit coverage under the District's hospitalization The decision of the plan. representatives shall be final and binding on the District, Association, and employee.

Employees who are discovered to have provided false shall certification immediately be removed from District's the hospitalization coverage program and shall not be eligible for the option to health provisions for the remainder of the employment year.

- Dental Insurance. The District b. shall continue to provide all eligible employees with the current insurance coverage (100/50/50/50).
- Long-term Disability coverage with income protection of seventy percent Long-term Disability C. (70%) of the employee's basic weekly wage after a one-hundred-eighty (180) day waiting period with a maximum monthly benefit of one thousand two hundred dollars (\$1,200). In order to eligible, an employee must work be thirty (30) hours per week.
- in an amount of d. Life Insurance twenty thousand dollars (\$20,000), and Accidental Death and Dismemberment insurance of twenty thousand dollars (\$20,000), to all eligible employees.
- District Vision Insurance. The e. shall provide all eligible employees vision insurance with the following minimum benefits.

C. C. Martin

housentry sant of a detro (1)

(2) Lens, each: realized and address of the second train action and the second training training the second training trai and inhan josiaroa alimen as-Distingt's housing the senter stariero - sagli -be ser no think bon isn't District, Peacetellon, and

(3) Frames be the second of provided the second se MOXY CONTRACT COLONIAL DEFINE Cherry A There for a on norma addance after a telebri and customary charge if visua acuity is not correctable to

Complete visual analysis charge 100% of reasonable and customary

Regular 100% of reasonable and customary charge Bi-Focal 100% of reasonable and customary charge Tri-Focal 100% of reasonable and customary charge \$40 *Contact

100% of reasonable and customary charge

*Benefits for contact lenses will be payable at one hundred percent (100%) of the reasonable and customary charge if visual 20/70 or in the better eye with conventional lenses, but can be corrected to 20/70 or better by the use of contact lenses. ALL PILY ILL ENGYDER OF SECTION

For each policy year, benefits are limited to one (1) complete visual analysis, two (2) lenses and one (1) set of frames per insured person, <u>i.e.</u>, an examination, frame and one (1) pair of corrective lenses including prescription sunglasses, photogray lenses, or contact lenses) will be provided once in a twelve (12)-month plan year for each eligible member of the family.

> f. Any and all increases in per capita insurance premiums for dental and vision insurance above the per capita cost on July 1, 1994 shall be paid through a payroll deduction.

Section 5.

Dil support with the first

1914 - 92-17V 79 - 192

UNT THERWAY OFO

During 1990-91 and 1991-92, an eligible employee may elect to receive, in lieu of the District provided hospitalization coverage, the following nu

amount which will be applied toward tax-sheltered annuity (TSA) program subject to an agreement being executed between the employee, the District, and an approved carrier.

1	-	31	par	ticipants	\$100	each
32	-	50	par	ticipants	\$225	each
51	01	c mo	ore	participants	\$350	each

the second second second

Test Colora State 10, 31

Y- ab the man and

the method of the the state

Shine Melter 1

COLUMN NORSE

Effective July 1, 1992, the following amount will be applied toward a tax-sheltered annuity (TSA) program, subject to an agreement being executed between the employee, the District, and an approved carrier. The following schedule includes Royal Oak Educational Support Association, Royal Oak Association of School Administrators, Royal Oak Education Association, and Royal Oak School Psychologists Association members: LL I I

and the second sec	Participants	1	through 3	5	-	\$100	each
a hudu one have a rail of		36	through 4	6	-	\$500	each
1. He was a state of the		46	through 5	5	-	\$650	each
		56	through 6	5	-	\$800	each
	a her a start of the	66	and above		-	\$950	each

The TSA program must be with one (1) of the firms authorized by the District.

In addition, the following provisions will also apply:

- Participants must annully indicate A. acceptance of the option by August 31.
- Distribution of funds to the TSA В. carrier will be made semi-annually on the following dates:
 - (1) second pay in October
 - (2) first pay in the second semester.
 - Participants employed after the beginning of the school year, C. the or terminating/resigning before the end of the school year, will be prorated for the option according to the number of days worked.
 - Part-time participants will count as D. 1.0 in determining the dollar amount in the option.

- Early terminations/resignations or late employments will not affect the number counted in determining the dollar amount in the option.
- Section 6. Liability Insurance. The District agrees to carry liability insurance in the amount of five hundred thousand dollars (\$500,000), on its employees as it pertains to their work-related NAL DES PEDI-190 liability.

Section 7.

FOLSFLERRAF S

CLED OLE -

These Peers -

SPERIOR SPECIES

(1)を報うのない、

dor's 8054 - 6

020

UNEP

the training the

pinter att - todator se

The District shall provide Worker's Compensation benefits as required by applicable State law.

An employee who suffers an injury subject to the provisions of the Michigan Workers' Compensation Act shall return his/her Workers' Compensation benefits to the District. The District will then pay the injured employee his/her regular daily wage, with no deduction from the employee's accumulated paid leave allowance for a period equal to the number of days in the employee's accumulated paid leave allowance bank or forty (40) work days, whichever is less.

After the lapse of the above noted period, the employee shall retain his/her Workers' Compensation benefits and shall be paid the difference between the employee's regular daily wage and any payment received under the provisions of the Michigan Workers' Compensation Act; said sum will be deducted from the employee's accumulated paid leave allowance bank on a prorated basis.

Section 8.

und month of claimer and is 1969 a total found und is to parameter

the entroal of he will be promoted for

bro sal stoled apains asily i on the

in our actual of han to have about a

The carrier's determination as to the extent or amount of coverage shall be final and binding on the parties and the employee.

ARTICLE XX

PAYROLL DEDUCTIONS

Optional deductions shall be made when properly authorized, for Royal Oak Schools Credit Union, United Foundation, TSA to authorized carriers, and ROESA dues, or any other program jointly approved by the District and the Association.

ARTICLE XXI

EVALUATION

Seniority employees shall be evaluated annually (end of the work year) by their supervisors (non-ROEA members, however, ROEA member's input may be requested) on forms provided by the Personnel Office. A copy of the evaluation form shall be given to the employee during the evaluation.

ARTICLE XXII

DISCIPLINE AND DISCHARGE

- <u>Section 1</u>. Should it become necessary to discipline an employee, including discharge, upon written request, the employee shall be granted a review hearing before the supervisor. At such review hearing the employee may have an Association representative to attendance.
- <u>Section 2</u>. If the employee is dissatisfied with the results of said hearing, upon written request, the employee will be granted an appeal hearing before the Superintendent, or designee, with an Association representative present, if so desired.
- Section 3. Discipline and discharge shall be for just cause.
- <u>Section 4</u>. Questions of discipline (except discharge) are outside of the grievance procedure except when said grievance results from a misapplication, misinterpretation or violation of the procedure set forth in Article VI.

<u>Section 5</u>. Disciplinary reprimands by supervisors shall not occur in public places.

ARTICLE XXIII

HEALTH REQUIREMENTS

Every employee must have a negative tuberculin skin test and/or chest x-ray upon initial hiring and every three (3) years thereafter for continued employment showing freedom from showing freedom continued employment, tuberculosis. In order to be valid for a three (3) year period, the statement must be on the form provided by the Department of Public Health. astisted the total t

> Such test or x-ray report must be on file in the Personnel Office no later than fourteen (14) days after the opening of school of the year in which the previous report expires. The earliest date of acceptance is January 15 of the same year.

Section 2. HOUR STRUCT

Mild and in the star

Seriers5 toa 11

Section 1.

HELTS" WHELE TH

Every employee must present a certificate of health on the physical examination form provided upon initial hiring and once every five (5) years thereafter for continued employment.

All health reports for beginning employees and renewals for seniority employees, whose statements expired during the previous school year, shall be on file by October 1.

ARTICLE XXIV

MISCELLANEOUS

Section 1. The District agrees to reimburse an employee for tuition paid, up to one hundred fifty dollars (\$150) per fiscal year (or full reimbursement in the event the Superintendent, or designee, requires attendance), for approved courses completed in the Royal Oak Continuing Education Program, a community college, a university, or other approved facility upon the recommendation of the employee's supervisor and written approval of the Personnel Office. Written approval must be obtained prior to taking the course. Reimbursement will be authorized following submission of evidence that the employee has satisfactorily completed the course.

- Section 2. The Association may request a conference between a representative of the Association and a representative of the District to discuss matters Discussion at of mutual concern. such problems conferences 'shall be limited to indicated on a written request for such However, contract alterations shall conferences. not be discussed except by mutual agreement of both parties.
- Section 3. Three (3) official copies of the final Agreement will be executed, signed by the parties, one (1) retained by the Association, one (1) by the Board, and one (1) by the Superintendent.

The District will insure that three hundred fifty (350) copies of this Agreement are printed. The Association shall provide the District will a camera- ready copy of this Agreement.

- <u>Section 4</u>. When employees use their cars to perform services at the direction of the supervisor or must travel between schools due to the employees' assignments, such travel shall be reimbursed at the highest prevailing District rate but not less than eighteen cents (\$.18) per mile.
- <u>Section 5.</u> No employee covered by this Agreement shall have tenure in any position covered by this Agreement and such tenure previously acquired is hereby rescinded and/or waived.
- Section 6. When appropriate, the District shall provide protective clothing for employees.

ARTICLE XXV

VETX REDYA

DECENDER ALL DI

INDIVIDUAL INCENTIVE BONUS

Based on criteria developed, subject to an annual review, by a joint District and Association committee, an annual employee incentive bonus program will be offered.

The program will provide an approved employee with an incentive bonus; the amount of the annual bonus will be:

52 week	employees	\$200	each
	employees	\$150	each
	employees	\$125	each
	employees	\$100	each

The above annual bonus amount(s) will be paid at Christmas time.

Derta harres and an an

of the walte square and the for evidence and the

and a state of the second of the second of the second second

2011. Copres of this surrey he as prived "The Association shall provide the District will a comera roudy tape of his Agrician

anente of the state of the stat

District and bill by Dennis and what's US TIP-

the set of the second state of the second second

and in the 181 The out mothing a set

Wissen The Cons Detructions

a npitio

Prove Four contact the Iden of shall provid

ARTICLE XXVI

SEVERABILITY

If any provision of this Agreement or any application of the 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 shall continue in full force and effect. full force and effect.

Will the speed of the state of the state of the speed of the

Artear at the second state and second at a second at a

12-1-1-22

ALL STREAM STREAM

States and a state of the states

NAL VELLA B. TO VS

and a sub- the state

NUMBER OF THE PARTY OF THE STOCKED WILL BE THE STOCKED

No the sec. to show

The North State

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1993, and shall continue in full force and effect until July 1, 1994. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to the date of intent to terminate, setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served by registered or certified mail, return receipt requested. In the event of timely reopening, the parties shall promptly arrange to meet for the purpose of negotiating either a successor Agreement as requested.

In the event that neither side serves upon the other a timely notice of desire to reopen the Agreement in the manner set forth herein, then in such event the Agreement shall automatically be extended on a month-to-month basis, which extension shall be subject to the reopening and extension provisions set forth herein.

In witness whereof, the parties hereto have executed this Agreement by their duly authorized representatives this first day of October, 1993.

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

auta rausan

ROYAL OAK EDUCATIONAL SUPPORT ASSOCIATION/MEA/NEA

June Um. Duckel

APPENDIX A

<u>TENTATIVE WAGE SCHEDULE</u> (SUBJECT TO PROVISIONS OF ARTICLE XVI, SECTION 4)

July 1, 1990 - June 30, 1991

Classification	Step	Hourly Rate	Classification	Step	Hourly Rate
One	1	\$ 6.96	Five	1	\$ 9.49
THE REPORT OF THE	1 2	7.46	A CONTRACTOR OF	2	9.95
	3	7.86		3	10.35
	4	8.31	The state of the state	4	10.82
	5	8.72		5	11.35
	3 4 5 6	9.14	and the second second	4 5 6	11.84
Theath the second	*7	9.72			
- The set of the set	. 8	10.13	Six	1	\$ 9.83
		10.15	DIA	2	10.35
Two		\$ 8.02	The Marshall and the	23	10.76
IWO	1 2	\$ 8.44			11.27
	2	8.87	The state of the second	5	11.75
THE STATES	3	9.28	and the second second	4 5 6	12.26
	5	9.70	and the second second second		
	3 4 5 6	10.13	Seven	1	\$11.10
		10.15	Deven	2	11.48
Three		\$ 8.65	There are to the to	1 2 3	11.84
THIEF	1 2 3 4 5	9.11			11.04
	2	9.40	Eight	1	\$11.17
	3	9.83	Ergit	2	11.78
			Part Carlo Martin	2 3	12.41
	5	10.30		4	13.61
	6	10.71	25年17月 1日日		13.01
Four	1	\$ 9.11			
	2	9.49	THE OFFICE AND AND AND A		
	3	9.83			
	2 3 4 5 6	10.30	the state of the state of		
	5	10.76			
C. HERE THE STATE	6	11.19	a state of the second	1- 523	SHEY KAT W
			Sale and a state was a set		2.4.12

NOTE: *Last step for all Classification One Employees except for Special Education Paraprofessionals

. Special Education Paraprofessionals in A positions (see Appendix D) will receive a \$.15 an hour differential.

Career Resource Paraprofessionals and OTC-SE Vocational Paraprofessionals will receive a \$.10 an hour differential.

Special Education Paraprofessionals in B positions (see Appendix D) will receive a \$.05 an hour differential.

APPENDIX B

TENTATIVE WAGE SCHEDULE (SUBJECT TO PROVISIONS OF ARTICLE XVI, SECTION 4)

July 1, 1991 - June 30, 1992

Classification	Step	Hourly Rate	<u>Classification</u>	<u>Step</u>	Hourly Rate
One	1 2 3 4 5 6 *7	\$ 7.31 7.83 8.25 8.73 9.16 9.60 10.21	Five	1 2 3 4 5 6	\$ 9.96 10.45 10.87 11.36 11.92 12.43
Two	8 1 2	10.21 10.64 \$ 8.42 8.86	Six	1 2 3 4	\$ 10.32 10.87 11.30 11.83
	3 4 5 6	9.31 9.74 10.19 10.64	Seven	561	12.34 12.87 \$ 11.66
Three	1 2 3	\$ 9.08 9.57 9.87	Eight	2 3 1	12.05 12.43 \$ 11.73
Ciclistic R Brisslin S LD-Si Econ	4 5 6	10.32 10.82 11.25		2 3 4	12.37 13.03 14.29
Four	1 2 3 4 5 6	\$ 9.57 9.96 10.32 10.82 11.30 11.75			4107

NOTE: *Last step for all Classification One Employees except for Special Education Paraprofessionals

Special Education Paraprofessionals in A positions (see Appendix D) will receive a \$.20 an hour differential.

Career Resource Paraprofessional and OTC-SE Vocational Paraprofessionals will receive a \$.10 an hour differential.

Special Education Paraprofessionals in B positions (see Appendix D) will receive a \$.10 an hour differential.

Revised 6/91

10日 日本部) (時間の主) 第三日の (第一日) (10日) - 8日

APPENDIX C

(SUBJECT TO PROVISIONS OF ARTICLE XVI, SECTION 4)

July 1, 1992 - July 1, 1994

Classification	Step	Hourly Rate	<u>Classification</u>	Step	Hourly Rate
One	1 2 3 4 5 6 7	\$ 7.71 8.26 8.70 9.21 9.66 10.13 10.77	Five	1 2 3 4 5 6	\$ 10.51 11.02 11.47 11.98 12.58 13.11
	8	11.23	Six	1 2	\$ 10.89 11.47
Two	1 2 3 4 5 6	\$ 8.88 9.35 9.82 10.28 10.75		3 4 5 6	11.92 12.48 13.02 13.58
Three		\$ 9.58	Seven	1 2 3	\$ 12.30 12.71 13.11
	1 2 3 4 5 6	10.10 10.41 10.89 11.42 11.87	Eight	1 2 3 4	\$ 12.38 13.05 13.75 15.08
Four	1 2 3 4 5 6	\$ 10.10 10.51 10.89 11.42 11.92 12.40			

NOTE: Last step for all Classification One Employees except for Special Education Paraprofessionals

Special Education Paraprofessionals in A positions (see Appendix D) will receive a \$.20 an hour differential.

Career Resource Paraprofessional and OTC-SE Vocational Paraprofessionals will receive a \$.10 an hour differential.

Special Education Paraprofessionals in B positions (see Appendix D) will receive a \$.10 an hour differential.

Revised 6/92 Extended 7/93

L'AL BILL

APPENDIX D

CLASSIFICATIONS

52 WEEK SECRETARIAL/CLERICAL POSITIONS

Classification #2

Switchboard Operator

Classification #4

- *Senior High General Office Secretary Bookkeeper in Senior High and OCT-SE
- *Scheduling Secretary in Senior High Purchasing Office Clerk

五日前1月1日、18日

Continuing Education Clerk

Classification #5

Principal's Secretary in Junior High Dispatcher/Transportation Secretary for Plant Engineer Secretary for Financial Services Secretary for Purchasing Office Secretary for Physical Education and Athletics Secretary for Career/Vocational Education Secretary for Supervisor of Curriculum Secretary for Supervisor of Curriculum Secretary for Custodial and Transporation Services Secretary for Substitute Teacher Services Secretary for Special Education Accounts Payable Clerk Data Entry Operator

Classification #6

Principal's Secretary in Senior High Director's Secretary, OCT-SE Director's Secretary, Continuing Education Computer Terminal Operator

Classification #8

Payroll Clerk

* Some of these positions are 52 weeks while others are 40 weeks or 38 weeks

40 WEEK SECRETARIAL/CLERICAL POSITIONS

Classification #2

Assessment Center Clerk Athletic Office Clerk

Classification #3

Assistant Bookkeeper

Classification #4

Elementary School Secretary *Senior High Bookkeeper

Classification #5

Secretary for Food Services

* Some of these positions are 40 weeks while others are 52 weeks

Teal (Cage) 2 groups sparse in same

ALTER AND A DEPART AND A

38 WEEK SECRETARIAL/CLERICAL POSITIONS

ALL DATE DE 7 MEET

State A BUTCHELE

CLIPPINE THE

Classification #2

High School Media Clerk

Classification #3

Science Center/Health Education Clerk Media Clerk, IMC Media Clerk Senior High School Media Center Assistant

Classification #4

OTC-SE General Office Secretary *Senior High General Office Secretary *Scheduling Secretary in Senior High Counseling Secretary, Junior High School

Classification #5

Secretary for School Social Workers and School Psychologists

* Some of these positions are 38 weeks while other are 52 weeks

36 WEEK SECRETARIAL/CLERICAL AND PARAPROFESSIONAL POSITIONS

Partick of the second

LAL STREPP LIST

Part and a start of the start

25 TURSEN BURNESS

AN ANE DITIONE

Classification #1

Career Resource/Special Needs Paraprofessional Class-size Relief Paraprofessional Head Start Paraprofessional OTC-SE Vocational Paraprofessional Special Needs Classroom Paraprofessional Special Education Paraprofessional --A: OT, POHI, PT B: EI, HI, TMI, VI, Transportation C: Pre-Primary, LD

A CALL AND A

Classification #2

Office Clerk Personnel Office Clerk

Classification #4

Bilingual Paraprofessional

Classification #7

TRALE THE

Interpreter for the Hearing Impaired - OTC-SE

Termina Plan transa

Boterce (anter Treelett C. the Control of the

There is the there are the

AND INT THE SELLING LEADINGS INT. I ANT A SELLING THE SELING THE SELLING THE SELLING THE SELLING THE SELLING THE S

CONTRACTOR SECTION AND A CONTRACT AND SCHOOL

100402 bar s. gizor Grican Loonau hor successo

ERALISE TO SHA BOOK

APPENDIX E

VACATION ALLOWANCE CHART

Years of Service Completed	12 Months Employees	Less than 12 Month Employees
Less than 1 year	Prorated	Prorated
1 year	12 days	8.3 days
2 years	12 days	8.3 days
3 years	12 days	8.3 days
4 years	12 days	8.3 days
5 years	12 days	8.3 days
6 years	13 days	9.1 days
7 years	14 days	10.0 days
8 years	15 days	10.8 days
9 years	16 days	11.6 days
10 years	17 days	12.5 days
11 years	18 days	13.3 days
12 years	19 days	14.1 days
13 years	20 days	14.9 days
14 years	21 days	15.8 days
15 years	22 days	16.6 days
16 years	22 days	17.4 days
17 years	22 days	18.3 days
18 years	22 days	19.1 days
19 years	22 days	19.9 days
20 years	22 days	20.0 days

APPENDIX F

ROESA WAGE INCREMENT/LONGEVITY APPLICATION FORM

Please Type or Print

Name	
Social Security Number	
Building/Work Location	Carl Real Constant Street
Length of Service Date	a pay
ALTER 24	and the second s

I am applying for (check appropriate box):

) Wage Increment

JURDI SI WHILE PREIT

(

EGEVO COM

) Longevity Payment

Employee's Signature

M. VOBIN

AND THE CONTRACT

Date

Send the original copy to the Personnel Office within the designated sixty (60) day period--thirty (30) days preceding through thirty (30) days following the length of service date.

Failure to file within the time provided in Article XVI and XVII shall release the District from the payment of retroactivity beyond the date of receipt by the Personnel Office.

こしまたはちちきの いたかいるいな 12.1 ARTICLE/ SECTION PAGE SUBJECT 26 Accumulation -- Paid Leave Days XIV, 2 Agency Shop V, 1 9 Arbitration VI, 4 XXIV, 2 III, 2 43 Association/Board Conferences 4 Association Business Days V, 1 7 Association Dues/Fees Deductions VI, 9 11 Association Grievance III Constanting 4 Association Rights 2 Bargaining Unit Definition I, 1 3 II Board Rights 13 Break Periods VII, 7 25 XIV, 1, C Bereavement Days 4 III, 1 Building Usage 16 IX, 2 Category A/B Seniority XI, 4 VII, 5; 20 Change of Address 12 Classifications Appendix D 50-52 VIII, 10 15 Competency Testing XIV, 6 27 Conference Attendance Time XXII, 1; 2 41 Discharge, Employee XXII, 1; 2; 4 41 Discipline, Employee 46 Duration of Agreement XXVII III, 1 4 Equipment Usage TEDER MILLIUS MINT 40 Evaluation XXI 29 Experience Credit XVI, 1 VIII, 7 14 Filling of Vacancy VI 9 Grievance Procedure 9 VI, 1 Definition VI, 8 10 Multiple Remedies 42 Health Reports XXIII, 2 21 XII Holidays 12 VII, 1; 2; 3 Hours of Work 25 XIV, 1, b Illness--Immediate Family 26 Inclement Weather XIV, 4 54 Appendix F Increment Application Form 44 Individual Upgrading XXV XIX 34 Insurance Benefits XIX, 4, b 35 Dental XIX, 4, a, (2) 34 Dual Coverage--Hospitalization XIX, 2 34 Eligibility 34 XIX, 4 a Hospitalization

INDEX

		35
Life	XIX, 4, d	35
Long-Term Disability	XIX, 4, C	34
Termination of	XIX, 3; 4, a, (2)	35
Vision	XIX, 4, e	15
Involuntary Transfer	VIII, 8	15
Shirt Stan	Toppendate of the function	26
Jury Duty	XIV, 1, f	41
Just Cause	XXII, 3	54 " * I maile
and the second sec		18
Layoff	X	29; 30
Length of Service Date	XVI, 2; 3	
Liability Insurance	XIX, 6	38 .
Lockout Prohibition	IV	6 32
Longevity	XVII	34
Longevity Application Form	Appendix F	54
Loss of Seniority	IX, 6	16
Topp of powered		and the second
Mileage	XXIV, 4	43
Mileuge	iding trans	
Non-Tenured Status	XXIV, 5	43
Non Tenated Deacab	A MARKEN AND STATISTICS AND AND AND	
Overtime	VII, 6; 8	12; 13
Overcrue		
Paid Leave	XIV, 1	25
Payroll Deductions	XX	39
Personal Business Days	XIV, 1, d	25
Physical Examination	XV, 3	28
Postings of Vacancies	VIII, 3; 4; 5	14
Premium (Insurance) Cap	XIX, 4, f	36
Probationary Period	IX, 3; 4	16
Promotion	VIII, 2	14
Protective Clothing	XXIV, 6	43
Public Reprimands	XXII, 5	41
Public Replimands	erlance Credut	1
Recall	XI	20
Religious Holiday	XIV, 1, e	26
Remittance of Dues/Fees	V, 2	8
Reporting of Absence	XIV, 3	26
	XXII, 5	41
Reprimand Return from Unpaid Leave	XV, 1; 2	28
Recuin from onpara beave	and a supplication of the state	•
Contonity	IX, 1; 2; 5	16
Seniority List	IX, 8	17 .
Seniority List Seniority, Preferential	III, 3	5
Seniority Tie-Breaking Procedure	IX, 7	17
	XXVI	45
Severability Sick Bank	XIV, 5	27
Sick Days	XIV, 1; 2	25; 26
Snow Day	XIV, 4	26
Special Education Differential	Appendices A, B, C	47, 48, 49
Strike Prohibition	IV	6
Summer Hours	VII, 8	13
Dunnier Hours	orner in the second ball a second in the	State State State
Tax Sheltered Annuity	XIX, 5	36
tay phercered winnrel	and alor sign where it alor	

Temporary Filling of Position	VIII, 9; 11	15 33
Termination Pay	XVIII	
Transfer	VIII, 10	15
Tuberculin Test/X-ray	XXIII, 1	42
Tuition Reimbursement	XXIV, 1	43
Unemployment BenefitsLayoff	X, 8	19
Unpaid Leave	XV, 1	28
Vacancy	VIII, 1	14
Vacation Allowance	XIII;	23
La la star	Appendix E	53
Wage Increments	XVI, 2	29
Wage Schedule	Appendices A, B, C	47, 48, 49
Work Year	VII, 4	12
	XIX, 7	38
Workers' Compensation	AIA, /	

Velue tester to provide the second second FURNE RAJECT 24 These all all all moself C . WT S.X. Uvationaria Dans Dans - Hayet: the set of the set of

STITLE. 5.4 5-13-16 L'Ded et et et E A Eastbridge A ... 2.1.4 1078411 ALANARCING - ALANAR RE



