

6/30/83

1981 - 1983

**MASTER AGREEMENT**

between

**THE BOARD OF EDUCATION**

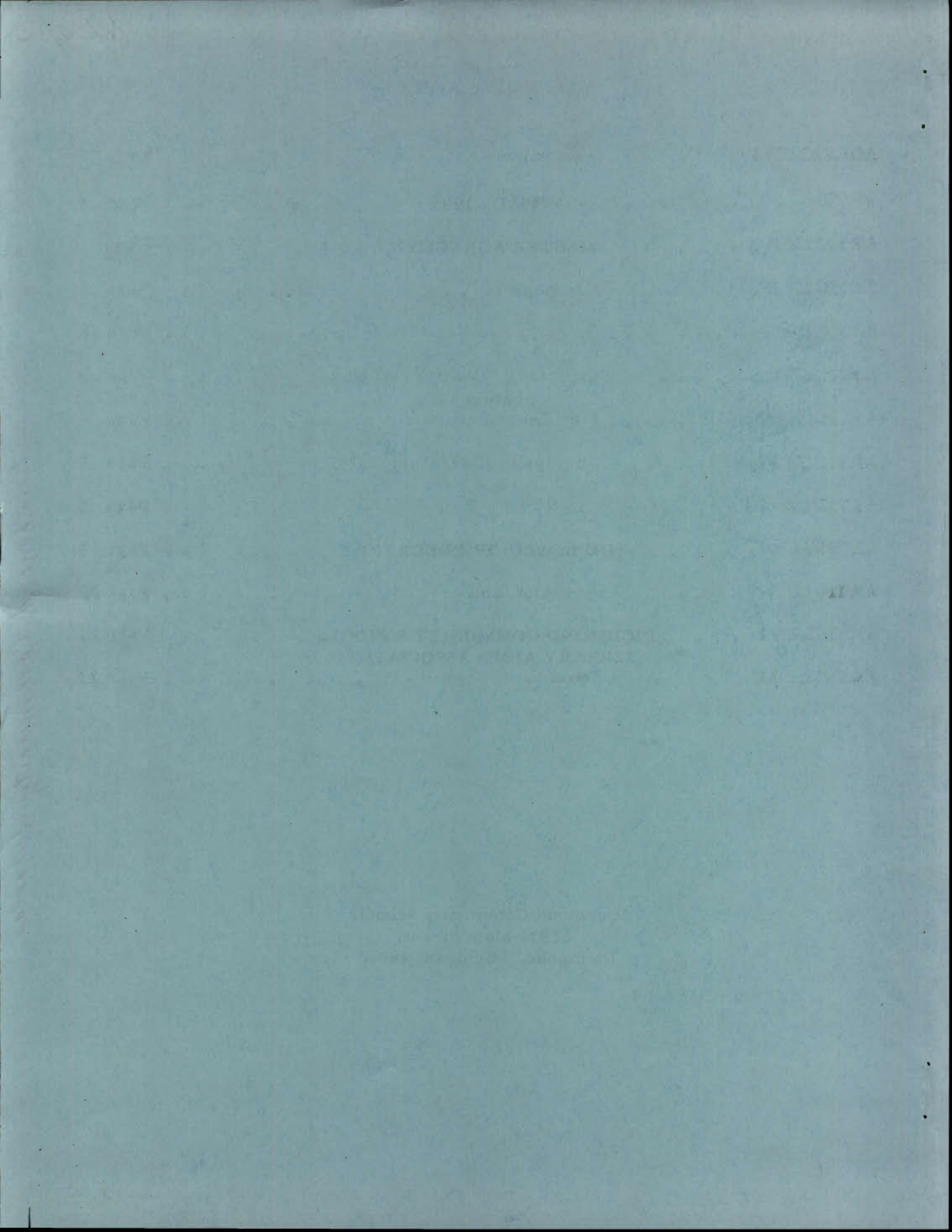
and

**RICHMOND COMMUNITY SCHOOLS  
LIBRARY AIDES ASSOCIATION**

**Richmond Community Schools  
68931 Main Street  
Richmond, Michigan 48062**

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

*Richmond Community Schools*



**TABLE OF CONTENTS**

<b>AGREEMENT</b> . . . . .	<b>Agreement</b> . . . . .	<b>Page 1</b>
<b>ARTICLE I</b> . . . . .	<b>Recognition</b> . . . . .	<b>Page 1</b>
<b>ARTICLE II</b> . . . . .	<b>Definition</b> . . . . .	<b>Page 1</b>
<b>ARTICLE III</b> . . . . .	<b>Compensation</b> . . . . .	<b>Page 1</b>
<b>ARTICLE IV</b> . . . . .	<b>Holidays and Vacations</b> . . . . .	<b>Page 2</b>
<b>ARTICLE V</b> . . . . .	<b>Insurance and Terminal Pay</b> . . . . .	<b>Page 3</b>
<b>ARTICLE VI</b> . . . . .	<b>Sick Leaves</b> . . . . .	<b>Page 4</b>
<b>ARTICLE VII</b> . . . . .	<b>Professional and Personal Leaves</b> . . . . .	<b>Page 6</b>
<b>ARTICLE VIII</b> . . . . .	<b>Unpaid Leaves of Absence</b> . . . . .	<b>Page 8</b>
<b>ARTICLE IX</b> . . . . .	<b>Grievance Procedure</b> . . . . .	<b>Page 9</b>
<b>ARTICLE X</b> . . . . .	<b>Board of Education Rights</b> . . . . .	<b>Page 11</b>
<b>ARTICLE XI</b> . . . . .	<b>Miscellaneous Provisions</b> . . . . .	<b>Page 12</b>
<b>ARTICLE XII</b> . . . . .	<b>Duration of Agreement</b> . . . . .	<b>Page 13</b>

## AGREEMENT

This Agreement effective from the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the Board of Education of the Richmond Community Schools, Richmond, Michigan, hereinafter called the "Board," and Richmond Community Schools Library Aides Association, hereinafter called the "Association."

### ARTICLE I

#### Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all library aides, but excluding substitutes, students, and temporary per diem personnel. Any person who was previously not included in this contract, shall have the right to remain excluded from this contract. The term "Library Aide," when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above, and references to female library aides shall include male library aides.

B. The Board agrees not to negotiate with any library aide's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent an individual library aide from presenting a grievance and having the grievance adjusted without intervention of the Association. A representative of the Association shall be given an opportunity to be present at the adjustment.

### ARTICLE II

#### Definition

A library aide must have a minimum of an Associate Degree in library tech., or a minimum of four years full time experience in a certified library as a library aide.

### ARTICLE III

#### Compensation

A. The salary schedule shall be as follows:

<u>Years</u>	<u>1981-1982 Hourly Rate</u>	<u>1982-1983 Hourly Rate</u>
0-1	3.87	4.20
1-2	4.20	4.56
2-3	4.54	4.93
3-4	4.88	5.29
4-5	5.20	5.64
5-6	5.54	6.01

B. Credit for up to one year of experience outside of Richmond Community Schools may be allowed on the salary schedule if in the judgment of the Superintendent the experience is significant for the position.

C. Probation

1. Employees newly hired will serve a probationary period of 90 days in the new position.
2. During the probationary period, employees will be paid at a rate \$ .25 per hour less than the rate at the appropriate level on the salary schedule.
3. The probationary period may be shortened or waived at the discretion of the Superintendent.

D. Advancement to the next higher step on the salary schedule shall occur annually on the anniversary date of employment.

E. The regular work day shall be 7.5 hours. The daily starting and quitting time shall be arranged at the discretion of the immediate supervisor subject to the review of the Superintendent of Schools.

F. The regular work week shall be 37.5 hours.

G. The regular work year, exclusive of the regular holiday recess, shall be 3 days before school opens and 1 day after school closes.

H. Time and a half over 8 hours a day or 40 hours per week.

I. Two 15-minute breaks. The time of the employee's relief period shall be established with the employee's supervisor.

ARTICLE IV

Holidays and Vacations

A. Paid holidays for the 1979-1980 and 1980-1981 school years are as follows:

Labor Day (if school is in session)  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve (except if it falls on a Saturday or Sunday)  
Christmas Day  
New Year's Eve (except if it falls on a Saturday or Sunday)  
New Year's Day  
Good Friday  
Memorial Day

B. Employees will be eligible for paid holidays only if they are on the payroll and actively employed at the time of the holiday.

C. Regular employees are entitled to paid holidays at the hours usually worked if they are at work the day before and the day after the holiday.

D. Unpaid holidays scheduled at Christmas and Easter will be leaves without pay unless vacation time is applied.

E. The vacation schedule shall be as follows:

After 1 year tenure, 4 working days

After 2 years tenure, 8 working days

After 3 years tenure, 12 working days

4 of which must be taken at Christmas or Easter or at the discretion of the supervisor.

F. Vacations are accrued on the anniversary date of employment.

G. Vacation schedules shall be approved by the supervisor.

H. Unused vacation time will be paid at termination of employment prorated according to schedule.

I. Vacation pay shall be paid in advance of the vacation if requested in writing by the Friday preceeding the payroll period.

## ARTICLE V

### Insurance and Terminal Pay

A. A term life insurance policy in the amount of \$14,000 plus AD&D rider, shall be provided by the Board.

B. Hospital and surgical insurance for library aides shall be paid by the Board of Education for those who wish to participate. Family benefits are available to eligible employees. Participation shall be on the school approved program only.

C. Employees eligible for hospitalization insurance who elect not to be covered by the school plan will be offered Group Term Life Insurance coverage of \$28,000 payable to their designated beneficiary upon death.

D. The Board shall provide a Dental Care Plan for all employees of the bargaining unit and their eligible dependents, MESSA Plan E or its equivalent.

E. In all items above, the provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits, nature and amount of benefits and all other aspects of coverage.

F. A participating terminal pay program shall be initiated as follows:

Library aides, upon termination of employment, will receive a terminal leave payment of sixty dollars (\$60) per year of accumulated seniority. A library aide must have a minimum of 10 years of seniority to qualify.

In lieu of the above a library aide may chose to participate in the terminal pay program:

1. The library aide, upon termination of employment, will receive a terminal leave payment of sixty dollars (\$60) per year of accrued seniority for the first ten (10) continuous years.
2. After ten (10) years of continuous service the Board will match up to a maximum of sixty dollars (\$60) per fiscal year deductions for tax sheltered annuities.
3. After twenty (20) years of continuous service the Board will match up to a maximum of one hundred twenty dollars (\$120) per fiscal year deductions for tax sheltered annuities.

## ARTICLE VI

### Sick Leaves

A. Library aides shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of personal illness subject to the following conditions:

1. Library aides shall be granted one day of absence per month of service in the Richmond Community Schools, unused portions of which shall annually accumulate indefinitely until termination of employment. After 5 years of continuous service, any library aide terminating employment will be paid for one-fourth of their unused accumulated sick time at their daily rate of pay.
2. The total number of days of absence to which the employee is entitled during the ensuing school year shall be credited to his account on the first day that his duties begin during that fiscal year.
3. Library aides must be under firm employment, as defined by law in order to be eligible to use their accumulated allowable days of absence.

4. Library aides shall be eligible to participate only during the effective days of valid employment between the library aides and the Board of Education.
5. Absences of less than seven days resulting from a minor personal injury arising out of and in the course of employment with the Richmond Community Schools shall not be deducted from accumulated allowable days of absence providing the employee files at the Superintendent's Office within three (3) days of the date of injury, a statement from his doctor stating the number of days he will be unable to work.
6. Absences resulting from a major personal injury arising out of and in the course of employment with the Richmond Community Schools which entitled the injured employee to compensation under the provisions of the Workmen's Compensation Act, shall not be charged against allowable sick leave until the thirtieth (30th) consecutive day of absence. Commencing with the thirty-first (31st) day allowable days of absence shall be charged only for that portion in excess of the compensation payment. The School District shall supplement the workmen's compensation check with an amount sufficient to regular salary for a period not to exceed the accumulated allowable days of absence providing all workmen's compensation checks covering the period from the date of injury to the expiration of the accumulated allowable days of absence are turned in to the Superintendent's office for recording.
7. Library aides may be requested to submit a statement from the attending physician for absence of ten(10) or more duty days or for frequent absences of shorter duration. If a statement from another physician or clinic other than the one from the attending physician is required, the cost of such examination shall be paid by the Board of Education.
8. Accumulated allowable days of absence shall not be retroactive except for those days already credited to the library aide's account on the effective date of this agreement.

B. Library aides shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of illness in the immediate family subject to the following considerations:

1. A maximum of five (5) days each year, chargeable against accumulated days of absence shall be granted. Unused days shall not accumulate.
2. The immediate family shall be defined as spouse, children, father, or mother of either spouse, sibling of either spouse, grandparent of either spouse, any other person acceptable as an exemption on the employee's income tax or any person who makes his home with the employee and in the judgment of the Superintendent is emotionally dependent on the employee as members of a household.



3. Absence shall be considered as necessary only when no other arrangements for care are possible.
4. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the person requiring care.
5. In all cases "other arrangements" are considered possible within one day after the emergency.
6. Absences caused by exposure to contagious disease in the immediate family where the employee, though not ill himself, is required by law or ordinance to be absent from work is chargeable against accumulated allowable days of absence.

C. Library aides shall be permitted to be absent from their duties without loss of pay for reasons of death in the immediate family subject to the following conditions:

1. The immediate family shall be the same as that described in Section B-2 of this Article.
2. A maximum of five (5) days each occurrence, not chargeable to accumulated days of absence, shall be granted. Unused days shall not accumulate.
3. If the employee works on the day of death, the days allowed shall not include the day of death but shall begin with the first scheduled working day following the day of death.
4. If the day of death is a scheduled work day and the employee does not work on that day, the days allowed begin with and include the day of death.
5. If the day of death is not a scheduled work day or occurs during vacation periods, the days allowed are those scheduled working days which fall within nine consecutive calendar days including the day of death.
6. The Superintendent may extend these provisions in instances when in his judgment the time limitations are not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

## ARTICLE VII

### Professional and Personal Leaves

A. When school is closed due to inclement weather library aides will be allowed the day off without loss of pay.

B. The Board may grant professional leave days without pay, for members of the Association to attend conferences and meetings to improve their competency in their work field. Library aides will submit requests for such leave in advance in writing and accompany their request with a meeting agenda when possible. Number of leaves granted may be limited by the Administration when necessary to assure reasonable distribution among the total staff within the approved budget.

Written application for such visitation is to be submitted to the supervisor at least one week in advance of the proposed visit. Such application shall describe the place and purpose of the visit and potential value to the school district. All such requests are to receive final approval of the Superintendent.

C. Library aides shall be permitted to be absent from their duties without loss of pay for reasons of personal business subject to the following conditions:

1. A maximum of three (3) days each year, not chargeable against accumulated allowable days of absence shall be granted. A Request for Business Leave Documentation Form must be filled out to obtain the third day. Unused days shall not accumulate.
2. Personal business shall be defined as business that requires the presence of the library aide, and the timing of which is beyond the control of the library aide and reasonably cannot be conducted at any time other than during the school day.
3. Absences because of personal business shall be approved in advance by the immediate supervisor. Exceptions shall be made only in cases of emergency.
4. Requests for absence because of activities arising out of employment other than with the Richmond Community Schools shall not be approved.

D. Absence for jury service by a library aide will not be chargeable to the sick leave or personal leave allowance and the school district will pay the difference in salary between her daily salary and any fee she is paid for jury duty.

E. Library aides shall be paid the difference between her daily salary and any fee she is paid as a witness only for appearance before administrative bodies or courts only if subpoenaed on behalf of the administration, or for court appearances involving litigation arising out of the library aide's employment where the library aide has been finally adjudged not guilty of culpable conduct in her employment and such other cases as the Board in its discretion shall decide.

## ARTICLE VIII

### Unpaid Leaves of Absence

A. A leave of absence of up to two (2) years shall be granted to any library aide upon application, for the purpose of participating in programs related to her professional responsibilities to the Richmond Board of Education in other school districts, states, territories or countries, foreign or military programs, the Peace Corps or Job Corps as a full-time participant in such programs; provided said library aide states her intention to return to the school system. Upon return from such leave, a library aide shall be placed at the same position on the salary schedule as she would have had she worked in the district during such period.

B. A leave of absence of up to two (2) years shall be granted to any library aide, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to her responsibilities. Upon return from such leave, a library aide shall be placed at the same position on the salary schedule as she had when the leave was granted. Study leaves at non-accredited colleges shall be granted on approval of the Board of Education.

C. A leave of absence of up to two (2) years shall be granted to any library aide, upon application, for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave such library aide shall be placed at the same position on the salary schedule she had when the leave was granted.

D. Maternity leave of up to twelve (12) months shall be granted to a female library aide. A leave shall commence not later than the end of the sixth (6th) month of pregnancy, unless written permission is granted by a physician and accepted by the Superintendent. A female library aide adopting a child may receive similar leave which shall commence upon entry of an order by the Probate Court awarding custody to the adopting parent.

E. The Board may grant leaves for reasons other than those previously stated. The granting of such leaves shall be based upon written application.

F. A leave of absence is not considered a break in service for seniority purposes. Seniority is a length of continuous service in the school system.

G. Eligibility for any kind of leave shall be dependent upon at least two (2) years of continuous service in the Richmond Community Schools.

H. Upon return from such leave a library aide shall be assigned the same or an equivalent library aide position as the one held at the beginning of such leave, and shall be placed at the position on the salary schedule commensurate with her prior library aide experience.

I. Library aides on leaves will accept positions, or in any other way abuse this section, shall automatically terminate their employment with the Richmond Community Schools. Any variation of this section shall be at the discretion of the Board of Education.

J. Accumulated allowable days of absence shall be maintained but shall not accrue during the periods of the leave.

## ARTICLE IX

### Grievance Procedure

#### A. Definitions:

1. A Grievance shall mean a complaint by a library aide or a group of library aides that there has been an alleged violation or misinterpretation of specific provisions or articles of this agreement.
2. An Aggrieved Person shall mean the person who is a member of the bargaining unit covered by this contract, or any group of such library aides, making the complaint.
3. A Party In Interest shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. The term Days in this article shall mean duty days, except where otherwise indicated.

#### B. General Principle:

1. Any library aide who is a member of the bargaining unit covered under this contract, or any group of such library aides, or the Association believing that they are aggrieved may file a grievance in accordance with the principles and procedures designated in this article.
2. It shall be mutually agreed that any library aide participating in any professional grievance negotiations shall conduct said negotiations without interruption of his duty day. Released time shall be granted only upon mutual consent by the aggrieved person, the Association and the Superintendent. Such released time shall be without loss of pay.
3. A grievance may be withdrawn at any level without prejudice or record.

4. The Board representative shall note the time when the grievance complaint is received. If dispute shall arise as to time of filing, such notation shall be conclusive evidence of the date of its receipt. Level One of the Grievance Procedure must be invoked within five (5) days of the alleged aggrieved act.
5. Upon failure of the aggrieved person to file the grievance within the time limits specified in this article, it shall be conclusively presumed that said incident or grievance has been satisfactorily resolved.
6. The grievance discussed and the decision rendered at Level One shall be placed in writing only at the request of either party.
7. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reasons of such participation.
8. Forms for filing and processing shall be designed and prepared by the Superintendent of Schools.
9. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:
  - a. Failure to re-employ or the termination of the services of any probationary library aide.
  - b. Any complaint for which there is another remedial procedure or forum established by law or regulations having the force of law.
10. The primary purpose of this grievance procedure is to secure solutions at the closest supervisory level possible. Both the Association and the Board agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any library aide with a legitimate grievance to discuss the matter informally with her supervisor as described in Level One of the procedures.

#### C. Procedure

1. **LEVEL ONE:** Any library aide may first discuss the problem with her immediate supervisor with the objective of resolving the matter informally.
2. **LEVEL TWO:** In the event the claimant is not satisfied with the disposition of the grievance at Level One, or in the event no decision has been rendered within five (5) days from receipt of the grievance by the immediate supervisor, the grievance procedure may be further invoked by presenting the grievance in writing to the Immediate Supervisor. Such action must be

taken within three (3) days of receipt of the decision at Level One or the expiration of the time limit for rendering such decisions. Within ten (10) days from receipt of the written grievance by the Immediate Supervisor he shall render a decision as to the solution.

3. **LEVEL THREE:** In the event the claimant is not satisfied with the decision at Level Two, or in the event no decision is rendered within ten (10) days, the claimant may refer the grievance to the Superintendent. Such action must be taken within three (3) days of receipt of the decision at Level Two or of the expiration of the time limit for rendering such decision.
4. **LEVEL FOUR:** In the event the claimant is not satisfied with the decision at Level Three, or in the event no decision is rendered within ten (10) days, the claimant may refer the grievance to the Board of Education. Such action must be taken within five (5) days of the receipt of the decision at Level Three or the expiration of the time limit for rendering such decision.
5. Within thirty (30) days of the receipt by the Board of Education of the written referral, its Grievance Review Committee shall designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for considering the grievance.  
  
A decision shall be rendered within fifteen (15) days of the receipt of the referral by the Board Review Committee.  
  
The decision of the Board acting through its Board Review Committee shall be final.
6. **LEVEL FIVE:** In the event the claimant is not satisfied with the decision at Level Four, or in the event no decision is rendered within the time specified, the claimant may refer the grievance to mediations. Such action must be taken within ten (10) days of the receipt of the decision at Level Four or the expiration of the time limit for rendering such decision.
7. The form for submitting grievances is available at the Superintendent's office.

## ARTICLE X

### Board of Education Rights

A. The board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority,

duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish all work assignments, and the means and methods of performing those assignments;
4. To determine the flow of work, and the hours when it is performed.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

## ARTICLE XI

### Miscellaneous Provisions

A. Copies of this Agreement shall be printed at the expense of the Board of Education and presented to all library aides not employed or hereafter employed by the Board.

B. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications 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.

C. As a condition of employment, all library aides employed for the first time shall be required to have a physical examination at the expense of the Board of Education and by a physician designated by the Board.

D. Chest X-rays or tuberculin tests shall be required every 3 years of all employees. Proof of freedom from tuberculosis is to be in the Superintendent's Office before the first pay check in July is issued.

E. Use of an employee's personal automobile for school district business shall not be a condition of employment, but may be used in emergency situations. Employees will be reimbursed at the agreed upon mileage allowance for use of their own personal car.

F. Library aides shall not be expected to lift unusual weights. Custodial or other help shall be sought.

G. The Board agrees to make every effort to provide qualified substitutes for library aides when necessary during prolonged absences.

H. Periodically throughout the year, meetings will be held between central office representatives of the Board and representatives of the Association to discuss matters of mutual concern. These meetings are not intended to bypass the grievance procedure.

I. The Association acknowledges that during the negotiations that resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of the opportunity are set forth in this Agreement. Therefor, the Association, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and agrees that the Board of Education shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of the Association at the time that they negotiated this agreement.

## ARTICLE XII

### Duration of Agreement

A. This Agreement shall be effective July 1, 1981, and continue in effect until June 30, 1983. Negotiations for the next succeeding fiscal year shall be opened at least sixty (60) days, and not earlier than ninety (90) days, prior to the termination of the contract.

B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

RICHMOND COMMUNITY SCHOOLS  
LIBRARY AIDES ASSOCIATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Zelma Carpenter

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Sharleen Plagens



