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**MASTER
AGREEMENT**

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Between

ROMULUS COMMUNITY SCHOOLS

And The

**AMERICAN FEDERATION
OF STATE, COUNTY
AND
MUNICIPAL EMPLOYEES, COUNCIL 25
And
LOCAL 64**

Romulus Community Schools

*Romulus Community Schools
36540 Grant Rd.
Romulus, Mich 48174*

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AGREEMENT

This Agreement entered into on this 4th day of June, 1979 between the Romulus Community Schools (hereinafter referred to as the "Employer" and the International Union of the American Federation of State, County and Municipal Employees and Council 25 and its affiliate Local Union No. 64 (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the educational program of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I — RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the public acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below.

“All non-teaching employees, excluding noon-aides, crossing guards, teacher aides, technical aides and supervisors as defined in the Act.”

- B. It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.
- C. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization during the life of this Agreement, respecting the unit covered by this Agreement.

ARTICLE II — UNION SECURITY

Section 1. Service Fee Obligation

- A. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
- B. Membership in the Union is separate, apart and distinct from the assumption by one of his equal service fee obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.
- (1.) Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- C. In accordance with the policy set forth under paragraph A of this section, all employees shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to Union's regular and usual initiation fees and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

ARTICLE II — UNION SECURITY (cont.)

Section 1. (cont.)

- (1.) In the event that provisions listed in paragraphs A and B of this section are not met, the Board, upon receiving a written and signed complaint from the Union indicating the employee has failed to comply with the conditions, shall terminate the employment of said employee. The Union agrees that this termination constitutes just cause.

ARTICLE III — CHECK-OFF OF UNION DUES

Section 1. Check-off

A. **Payment by Check-off or Direct to Union**

Employees may tender the initiation fee and monthly membership dues or service fee by signing the Authorization for Check-off of Dues Form, or may pay the same directly to the Union.

1. **Check-off Form**

During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who individually executes or has executed an authorization form authorizing such deductions.

2. **Deductions**

Deductions shall be made only in accordance with the provisions of said Authorization for Check-off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deduction not in accordance with this provision.

3. **When Deductions Begin**

Check-off deductions under all properly executed Authorization for Check-off of Dues Forms shall become effective at the time the written authorization is delivered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

B. **Delivery of Executed Authorization of Check-off Form**

1. A properly executed copy of such Authorization for Check-off of Dues Form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-off of Dues Form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

2. **Delivery of Additional Check-off Forms**

The Union will provide to the Employer any additional Authorization for Check-off of Dues Forms under which Union membership dues are to be deducted.

ARTICLE III — CHECK-OFF OF UNION DUES (cont.)

Section 1. (cont.)

C. Refunds

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

D. Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the tenth (10th) day of the following month. The Employer shall furnish the designated financial officer of the Local Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-off Dues Forms but for whom no deductions have been made.

E. Termination of Check-off

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

Any employee may voluntarily cancel or revoke the Authorization for Check-off deduction upon thirty (30) days written notice to the Employer and the Union based on any one of the following reasons:

1. An employee is promoted out of the bargaining unit.
2. An employee is temporarily placed outside the bargaining unit for a period exceeding thirty (30) days.
3. An employee is leaving employment with notice of resignation served to the Employer.

F. List of Members Paying Dues Directly

The Local Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement the names of all members paying dues directly to the Local Union, thereafter the Union will furnish the Employer a monthly list of any changes.

Section 2. Limit of Employer's Liability

- A. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- B. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Article II, Section A of this Agreement.

ARTICLE IV — REPRESENTATION

Section 1.

A. Stewards

1. Employees in the unit shall be represented by one Steward in each departmental area who shall be a regular employee and working in the departmental area for which they

ARTICLE IV — REPRESENTATION (cont.)

Section 1. (cont.)

are elected to represent. Departments will be Transportation, Secretary-Clerical, Maintenance, Cafeteria, Custodial and a Chief Steward whose jurisdiction will be in all departments.

2. The Stewards, during their working hours, without loss of time or pay, may in accordance with the terms of this section investigate and present grievances to the Employer, upon having advised their Supervisor of same. The Supervisor will grant permission and provide sufficient time to the Stewards to leave their work for these purposes. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein.

B. Time Off for Negotiating Committee

The members of the negotiating committee shall be relieved from their regular duties upon reasonable notice to their Supervisor to enable them to negotiate with the designated representatives of the Board. Members of the negotiating committee will be allowed to attend meetings and the Board shall pay all members of the Committee when they are conducting negotiations at their regular rate of pay for all time consumed during their regular working hours.

C. Release Time

It is understood that should there be a need for the Union President to appear at the Council No. 25 Offices in connection with representation of Local No. 64, such time will be granted at the discretion of the Superintendent of Schools.

Section 2. Notices to Union

A. Employee Movement

1. Copies of all directives affecting employees within the jurisdiction of the Union, including minutes of the official proceedings of the Board.
2. A copy of all personnel actions and new hires, (promotions, transfers, new hires, demotions, layoff, discipline or discharge) shall be sent to the Union on a monthly basis.
3. The Board will supply the Union with a list of names, addresses, file number and job locations of new hired employees.

B. Copies of Records

1. The Board shall provide the Union President with Board Policies pertaining to employees represented by Local 64 placed in a notebook. Furthermore, the Board shall send copies of new policies to the Union within thirty (30) days of their effectiveness.
2. Upon request to the Personnel Director, employees may review files, and they may submit comments to be included in their personnel files.

ARTICLE IV — REPRESENTATION (cont.)

Section 3. Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, District Council Representatives or International Representative shall have full and free access to the premises of the Employer at any time during working hours provided it does not interfere with the work process, to conduct union business pertinent to the facility upon notifying the Board's designated representative.

Section 4. Special Conferences

1. Special conferences for important matters will be arranged between the Local Union President and the Board or its designated representative upon mutual agreement of the Superintendent and the Local President. Such meeting shall be between representative(s) of the Board and not more than two (2) representatives of the Union and a Council 25 representative, if necessary.
2. Arrangements for special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting and the names of those individuals who will be present at such meetings shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those items set forth in the agenda.
3. Union members shall not lose time or pay for time spent in such special conferences if held during their scheduled working hours and provided such members have notified their immediate supervisors in advance of their attendance at such meetings. This meeting may be attended by a representative of the Council or a representative of the International Union.
4. Such conferences shall be held within five (5) calendar days after the request is made. This time limit may be extended in an emergency if mutually agreed to by both parties in writing.

ARTICLE V — GRIEVANCE PROCEDURE

Section 1.

Should differences arise between the Board and the Union during the term of this Agreement as to the interpretation or application of the provisions of this Agreement an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to, except where stated otherwise in this Agreement.

- A. **Step I:** The employee with the Union Steward present, if requested, shall discuss the grievance or dispute with the immediate supervisor within ten (10) working days of its occurrence or knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee and the Steward, if present, within three (3) working days.

ARTICLE V — GRIEVANCE PROCEDURE (cont.)

Section 1. (cont.)

- B. **Step II:** If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union President to the Superintendent of Schools or his designee within five (5) working days after the supervisor's response is due. The Superintendent shall meet with the Grievance Committee and respond to the Union President in writing within ten (10) working days.
- C. **Step III:** If the grievance is not settled at Step Two, it may be referred in writing to the Board of Education within five (5) working days after receipt of the decision in Step Two. Within fifteen (15) working days the Board, or its representative as it may authorize, will render a decision on the grievance and present it in writing to the aggrieved employee and the Union. The Board may hold a hearing, or designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such other procedure as it may deem appropriate for consideration of the grievance.
- D. **Step IV:** If the grievance is still unsettled, either party may, after the reply of the Board of Education or its designated representative is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union. Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

If the parties fail to select an arbitrator, the American Arbitration Association, which shall act as administrator of the proceedings, shall mail a prospective panel of arbitrators to each party.

The arbitrator so selected will hear the matter promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted. The power of the arbitrator stems from this Agreement and his function to interpret and apply this Agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant.

The costs of the abritrator's services, including his expenses, if any, shall be borne equally by the parties. Each party shall pay for its own expense.

Section 2. Time Limits

- A. All time limits set forth herein shall be strictly adhered to.
- B. Extensions of any time limits must be by the consent of both parties and submitted in written form by the requesting party prior to the expiration of time at any step in the grievance procedure.

ARTICLE V — GRIEVANCE PROCEDURE (cont.)

Section 2. (cont.)

- C. The Union may withdraw any grievance without prejudice at any step of the grievance procedure. Such withdrawal shall not constitute an acceptance of the Board's last answer nor establish a precedent on the subject of the grievance.
- D. Any grievance not processed timely by the Union shall be considered settled on the basis of the last step answered by the Board or its representatives.
- E. Any grievance not answered timely by the Board or its representatives at any step shall advance to the next step of the grievance procedure by the Union.

Section 3. Grievance Settlement

If an employee pursues a grievance without Union support, the right of the Union to be present and to present a view at hearings in Steps Two and Three is preserved, and the Union is to receive copies of written decisions at all levels. Grievance decisions with individual employees which appear in conflict with the Master Agreement may be aggrieved by the Union beginning at Step Two. Notwithstanding the expiration of this Agreement, any grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 4. Time Off For Officers

- A. The Local President shall be allowed reasonable time off the job without loss of time or pay to investigate a grievance to be discussed with the Employer. The Supervisor will grant permission to leave work for this purpose.
- B. Stewards shall be allowed reasonable time off the job without loss of time or pay to attend the first step grievance meeting and to investigate the grievance at their level, with permission to leave work from their supervisor.
- C. The grievance committee shall be allowed reasonable time off without loss of time or pay to attend meetings with the Employer involving grievances.

Section 5. Time Off For Witnesses

When the grievance committee, or the designated representative of the Board deem it necessary for witnesses to be called at any step of the grievance procedure, said witnesses shall be relieved from their regular duties upon due notice to their supervisor and they shall be compensated at their regular rate of pay for all time so consumed during their regular working day.

ARTICLE VI — DISCHARGE AND DISCIPLINE

Section 1. Discipline

- A. It is agreed that the Employer will utilize the theory of corrective discipline and to take such actions as deemed necessary for good and just cause.
1. It will be the policy of the Board to warn an employee orally in the form of a discussion meeting. If the employee so wishes, a Union representative may be present.
 2. It will be the policy of the Board to give at least (1) one written warning for a continued violation, with a copy to the employee and the Union prior to being placed in the individual's personnel file.
 3. It will be the policy of the Board to suspend an employee for from one (1) day to two (2) weeks for a continued violation. A memo outlining the offense will be given to the employee with a copy to the Union and a copy to the employee's personnel file.
 4. It will be the policy of the Board to give more severe discipline.
- B. An employee is entitled to have a Union representative present at any such act of discipline.
- C. A meeting will be held with any employee subject to discipline prior to the Board or its designee imposing any discipline.
- D. **Use of Past Record**
In imposing any discipline on a current charge the Employer will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on any employee for deliberate errors or mistakes on his employment application after a period of two (2) years from his date of hire. If a grievance is upheld, all information will be removed from his personnel file pertaining to each grievance.
- E. No material derogatory to an employee's conduct, service, character or personality shall be placed in said employee's personnel file unless the employee is given the opportunity to first read such material. The employee shall acknowledge that reading of this material by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that the material has been read and does not necessarily indicate agreement with the contents.

Section 2. Discharge/Suspension

- A. The discharge, suspension, or demotion of an employee may be made only for reasonable and just cause.
- B. In cases of suspension or discharge, the employee has the right to discuss the Board's action with a Union Representative, during the work day, upon Board property, before being required to leave the premises of the Board.
- C. In the event the affected employee believes that the suspension or discharge is unjust, under Section 1 above, the matter may be processed through the grievance procedure starting at Sept 2 thereof, provided a written grievance is filed within seven (7) working days.
- D. In the event it should be decided by the Employer or under the grievance procedure that the employee was discharged without just cause or excessively disciplined, the Employer shall reinstate such employee as may be decided under the grievance procedure.

ARTICLE VII — SENIORITY

Section 1. Definition and Scope

Seniority is length of service giving preference and priority to employees who have completed their probationary period, for employment when work is available.

Section 2. Seniority Lists

- A. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority and their work location.
- B. The Employer will keep the seniority list up-to-date at all times and will provide the Local Union President with up-to-date copies at least every ninety (90) days.
- C. Leaves for illness with pay, injury, military duty with the Armed Forces of the United States or for Union purposes shall not be considered as interrupting seniority.

Section 3. Probationary Employees

- A. Employees hired to permanent positions in the Romulus Community Schools shall be considered as probationary employees for the first sixty (60) days of their employment. After employees have finished the probationary period, they shall be entered on the seniority list of their department and shall rank for seniority from the first day worked. Approval and official hiring will take place at the first Board of Education meeting following the first day worked. Upon mutual agreement of the Employer and the Union the probationary period may be extended for thirty (30) days.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment. The Union shall not represent probationary employees who have been laid off or discharged.
- C. Probationary employees who have been laid off or discharged who may believe for unjust reasons may file a written complaint on their own behalf, to the Board or its designated representative within ten (10) working days of such lay off or discharge.

Section 4. Loss of Seniority

- A. An employee shall lose seniority for the following reasons only:
 - 1. An employee quits or fails to report to work for three (3) consecutive days without notice to the Employer.
 - 2. An employee is discharged and the discharge is not reversed through the grievance procedure.
 - 3. An employee fails to return within five (5) days after having been called back to work. In proper cases, exceptions shall be made by the Employer.
An employee is absent for three (3) consecutive working days without notifying Employer. In proper cases, exceptions shall be made by the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated.
 - 4. Failure to return from sick leave and leaves of absence will be treated the same as 3 above.

ARTICLE VII — SENIORITY (cont.)

Section 5. Shift Preference

If there is an opening, shift preference will be granted on the basis of qualifications and seniority within the classification. In proper cases, exceptions shall be made. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which the written request was made.

ARTICLE VIII — LAYOFF — RECALL

Section 1. Layoff

Should a reduction in the working force become necessary the following provisions shall apply:

- A. The Union shall be notified as far in advance as possible of any layoff.
- B. All substitute, temporary, seasonal and probationary employees shall be laid off first.
- C. Reduction shall begin with the lowest seniority employee in a particular job classification.
- D. The only exception to this shall be if the low seniority employee's position cannot be properly performed by an employee with more seniority. Seniority movement rights shall be governed by district-wide seniority.
- E. An employee shall not be laid off as long as jobs exist in the particular job classification or like or lower classification for which she/he is qualified, if said position is held by a person of lower seniority. When it is a foreseen layoff, the higher seniority employee with qualifications and when possible, will be trained to fill the position to which they move.
- F. If the layoff is to be a temporary situation, the employee shall be given first opportunity to apply for an open position, for which he/she is qualified; further, that they be afforded an opportunity at preferred substitute work.
 1. Regular rate of pay and benefit coverage also applies to regular laid off employees continuing work on a day-to-day basis.
- G. In a case of layoff, an employee will carry seniority to his length of service but not to exceed four (4) years.
- H. Every effort will be made to provide employees with ten (10) work days advance notice of anticipated layoffs. The Local Union Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 2. Status of Union Officers

- A. The Chief Steward or designated representatives who are involved in the Grievance Procedure, shall be retained in their respective shifts and respective location according to their classification.
- B. Notwithstanding their actual position on the seniority list, designated officers shall, in the event of a layoff of any type, be continued at work as long as there is a job in their group classification which they can perform and after a layoff shall be recalled to work on the first open job in their group classification which they can perform.
- C. In the event a layoff is necessary, notwithstanding their actual seniority, the following Local Union Officers, in the order in which their offices are listed below, shall continue to work in their group classification which they can perform and are willing to perform:

Section 2. (cont.)

President
Vice President
Chief Steward
Secretary
Treasurer

Section 3. Recall

- A. When the working force is increased after a layoff, employees will be recalled within their classification according to reverse seniority of layoff. Notice of recall shall be sent to the employee to the last known address by registered or certified mail. If an employee fails to report for work within three (3) working days from the date of mailing of notice of recall he shall be considered a quit. Extensions will be granted by the Employer in proper cases.
- B. Upon assignment to a regular position, an employee who has been laid off will maintain formerly accumulated seniority and sick days.
- C. No new employees will be hired by the Board as long as there are employees laid off who have seniority, except to fill positions those on layoff are not qualified to fill. The Board will notify laid off employees of all appropriate job openings while employees are on layoff.
- D. All employees shall have their applications dated and time stamped. The date of hire and time stamp shall govern any situation bringing about the need of determination by seniority.

Section 4. Deletion of Work

- A. If there is any foreseeable elimination of work or discontinuance of a classification, the Union shall be notified and such movement or discontinuance shall be discussed with the Union in order to provide for protection of the seniority of the employees involved. This language is not limited to a layoff situation only but to any situation which may delete from the bargaining unit.
- B. In the event a classification is eliminated in a work location and shift and a dispute arises as to the Union Officers, Stewards or designated representatives seniority assignment, the dispute will be resolved in accordance with the Special Conferences language of this Agreement.

ARTICLE IX — PROMOTIONS — TRANSFERS — DEMOTIONS

Section 1. Definitions

- A. For purposes of this Agreement, promotion is a transfer to a higher rated job intended to be permanent.
- B. Lateral transfer shall be defined as a transfer to another job classification or same job classification in another department at equal rate of pay.
- C. Demotions shall be defined as a transfer to a lower rated job.

Section 2. Promotion and Lateral Transfers

- A. Promotions shall prevail over lateral transfers.
- B. Promotions and lateral transfers shall be made on the following basis:

ARTICLE IX — PROMOTIONS — TRANSFERS — DEMOTIONS (cont.)

Section 2. (cont.)

1. First consideration shall be given to the employee in the department in the same classification who have the ability to do the work for the job under consideration. In the event there is more than one applicant for promotion or lateral transfer, consideration shall be given the employees (other qualifications being equal) with the most seniority in the classification.
 2. In the event the promotion or lateral transfer is not made under 1, consideration shall next be given to other employees within the department in other classifications who have the ability to do the work for the job under consideration. In the event there is more than one applicant for the promotion or lateral transfer, consideration shall be given the employee with the most seniority in the department.
 3. In the event the promotion or lateral transfer is not made under 1 or 2, consideration shall be given to other employees in the bargaining unit who have the ability to do the work for the job under consideration. In the event there is more than one applicant for the promotion or lateral transfer, consideration shall be given the employee with the most seniority in the bargaining unit.
- C. An employee qualified for promotion or lateral transfer under the terms of Section B above and who has the ability to do the work shall be granted a two-week trial period to determine:
1. His desire to remain on the job; and
 2. His ability to perform the job.
- During the two-week trial period, the employee shall have the opportunity to revert to his former position. If during the two-week trial period the employee is unsatisfactory in the new classification, he shall revert to his former position and notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. During this two-week period, the employee's position shall not be filled except by a substitute.
- D. During the trial period employees will receive the rate of the classification to which they have been promoted.
 - E. In the event the applicant with the most seniority is not selected for the promotion or lateral transfer, reasons for denial shall be given in writing to such employee with copies to the Union President.
 - F. For the purpose of lateral transfer only, a period of six (6) months must have elapsed since the employee last changed his job.
 - G. After a trial period of ninety (90) days, employees who are upgraded within their department and who have two (2) years seniority shall receive the top rate as per the present step system.
 - H. When a job bid has been accepted, the employee shall be placed, if possible, on the new job within fifteen (15) working days. However, the employee shall be placed on the wage schedule of the new job after fifteen (15) working days.
 - I. For the purposes of promotions or lateral transfers, "ability to do the work" means that the Employer's knowledge and records indicate with reasonable certainty that the employee can competently perform the work in question. For purposes of this section, evidence or information provided by the applicant will be placed in the Employer's records and evaluated by the Employer in his consideration of the applicant.

ARTICLE IX — PROMOTIONS — TRANSFERS — DEMOTIONS (cont.)

Section 3. Promotions Out of Bargaining Unit

If an employee is transferred to a position under the Employer not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, he shall not accumulate seniority while working in the outside position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in the Agreement.

Section 4. Creating New Jobs

- A. Classifications and wages shall be negotiated between the Employer and Union and made part of this Agreement.
- B. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply and notify the Union, in writing, prior to the posting of such job. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.
 - (1.) When new qualifications and specifications are added to existing positions, the present employee will be given every opportunity to qualify for that job. Should the employee no longer wish the job, it will be posted.
- C. Before any part-time positions are created or additional part-time employees are hired, the administration shall consult with Union officers to determine if it is at all possible to create a permanent full time position.

Section 5. Notice of Job Vacancy

- A. Notice of all job vacancies within the School District will be posted for a period of five (5) working days in conspicuous places in the work areas of the Employer. Employees interested shall apply within the five (5) working days posting period. All postings shall include the qualifications necessary for the vacancy and shall also include the salary and shift premium. The Board shall have thirty (30) working days to fill the vacancy.
- B. Management has the right to author and administer tests as to the qualifications necessary for any new position. It is further agreed that if two or more candidates are being considered for the same position, that the tests being given to both will be the same.
- C. During the employee vacation periods (i.e. during summer for 10-month employees) the Employer will make every effort to notify all employees by mail of any job vacancies.

Section 6. Working Out of Classification

The employees will work within their classification. However, employees may be assigned to another classification when necessary. If this classification carries a higher hourly rate, the employee shall be paid at the higher rate while working in the higher classification.

ARTICLE X — SICK LEAVE — EARNING AND USING

Section 1. Sick Leave

Permanent employees who are absent from duty because of illness shall be allowed annual sick leave with full pay at the rate of one day for each month of service with unlimited accumulation. Sick leave will be granted in case of personal illness of an employee or to attend a member of the immediate family who is ill or incapacitated. Employee's reporting for work and subsequently become ill will be allowed to use sick time in units of one tenth (1/10). Sick leave shall not be granted during the probationary period but earned days shall be posted to the employee's credit at the completion of the probationary period.

- A. Unused sick leave days will accumulate and be designated as "Accumulated Sick Leave Bank". When sick leave is exhausted, an employee will not accrue any more days unless working. An employee's absence will be chargeable to his accumulated sick-leave. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Contract, except as herein stated. An annual statement of sick leave days accumulated to July 1, will be issued to each employee at the beginning of each school year.
- B. Expected absences and return to work will be reported to the employee's immediate supervisor. As much advance notice will be given as soon as possible, at least one (1) hour before the start of the employee's scheduled duties except in case of emergency.
- C. No reduction in pay or hours will result from absence from duty while an employee is on sick leave, until his absence exceeds accumulated sick leave days.
- D. An employee's absence due to the following may be charged against accumulated sick leave days:
 1. Absence occasioned by an illness or injury in the employee's immediate family. Immediate family means spouse, child, parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, brother and sister.
 2. Absence occasioned by an employee's illness or injury. If an employee is absent five (5) or more days, a doctor's statement certifying illness or injury may be required. If illness is of a serious or contagious nature, a certificate from the employee's doctor certifying recovery may be required.
- E. An employee who is absent because of illness, will indicate on his absence report slip whether the absence has been due to personal illness or family illness.
- F. Hospitalization and all other insurance premiums will continue to be paid by the Board to cover the extended illness of an employee, for not to exceed thirty (30) days, following the total use of accumulated sick leave days.
- G. The Employer will not contact an employee at home on days when employee calls in sick as outlined in this section, except in an emergency or the suspected abuse of sick leave.

Section 2. Duty Connected Injury Leave

- A. Any employee who is absent because of an injury or disease sustained or contracted while on duty for the Romulus Community School District, compensable under the Michigan Worker's Compensation Law shall receive from the Employer the difference between the Worker's Compensation payment and his regular salary for a period not to exceed twelve (12)

ARTICLE X — SICK LEAVE — EARNING AND USING (cont.)

Section 2 (cont.)

weeks or sixty (60) working days. This benefit to be provided without reduction of sick leave bank. At the end of the twelve (12) weeks or sixty (60) working day period, the employee has the option of District sick leave benefits or continued Worker's Compensation. Ten (10) month employees not working will not receive the Employer payment during the summer recess.

- B. Any probationary employee who is on compensable injury leave shall accumulate time toward seniority. Service credit for probationary employees for pay, sick leave and vacation purposes, shall be earned at the prevailing rate during compensable injury leave; however, these benefits will not accrue until completion of the probationary period. When granted, pay increments will be retroactive to the time the probationary period would have ended had there been no compensable injury leave.
- C. An employee who has been incapacitated for his regular work by compensable injury or occupational disease while employed by the Board may be employed in other work in the School District for which he is physically and professionally qualified to perform. The Board will determine qualifications. Differences of opinion as to qualifications between the Board and the Union will be a subject for the grievance procedure at Step 3.
- D. An employee who is affected by a layoff during the term of a compensable injury shall be recalled in his order by seniority and the School District will reinstate payment of the difference between the regular Worker's Compensation payment and his full salary.

Section 3. School Related Assaults

Absences resulting from school related assaults shall be construed as duty connected injuries.

ARTICLE XI — LEAVES OF ABSENCE

Section 1.

- A. Employees shall be eligible for leaves of absence after one (1) year of continuous employment by the School District immediately prior to such leave of absence and under the conditions specified in Sections 2 and 3 of this Article.
- B. Leaves of absence for a period not to exceed one (1) year, except as otherwise provided herein, shall be granted for the following reasons: the term "leave of absence" shall be interpreted to include, but shall not be limited to personal illness or injury; maternity; family illness; active military service as specified below; required attendance at a court trial as evidenced by court order; or education as specified below. Leaves of absence shall not be granted to permit an employee to engage in other employment or self-employment.
- C. No extension of a leave of absence, or a second leave of absence, shall be granted except upon the recommendation of the Superintendent of Schools.
- D. For all leaves, excluding sick leave and maternity leave, the employee's unused sick leave will be retained in their sick bank and will be reinstated to the employee upon his return to work from a leave of absence.

ARTICLE XI — LEAVES OF ABSENCE (cont.)

Section 2. Unpaid Leaves

A. Sick Leave

Sick leaves, not to exceed six (6) months during the school year, shall be granted at the request of an employee with a statement from a licensed physician indicating such leave is necessary. A sick leave may be extended for an additional six (6) months period during the school year at the discretion of the Board and upon further documentation from the employee's physician indicating why the extension is necessary. When an employee is released by his personal physician, he will be reinstated to work with a seven (7) day prior notice to the Superintendent. Such notice of intent to return to duty after a sick leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his duties or limited duty capability.

- (1.) Sick leaves without pay are to be taken when paid sick leave has been exhausted.
- (2.) Employees returning from sick leave will be reinstated to the same classification held at the time of the request for leave. They will be paid the rate that is in effect in that classification at the time they return. Seniority shall be retained at the same level as that held at the beginning of the leave.
- (3.) Unpaid sick leaves will not be granted for longer than a one (1) year period unless otherwise granted through the discretion of the Board.

B. Union Business

Any bargaining unit employee elected or appointed by the Union to do work which takes him from his employment shall at the written request of the employee be granted a leave of absence, without pay.

However, no more than two (2) employees may be on such leave at the same time. The period of the leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the employee and the approval of the Board; however, only one extension shall be granted. Employees on such leave shall continue to accrue seniority.

1. Thirty (30) working days leave of absence may be granted by the Employer for special circumstances not covered by the above, without loss of seniority.

C. Pregnancy and Maternal Care Leaves

Any Local 64 employee in the system who becomes pregnant or requires time off for post-childbirth maternal care immediately following pregnancy shall be eligible for a leave of absence subject to the following terms and conditions:

1. An employee who becomes pregnant must notify the Superintendent in writing as soon as possible after medical confirmation of such pregnancy, and in no event later than the end of the fourth month. Such notification shall include a written statement from her physician verifying the state of pregnancy and giving the estimated date of birth.
2. Periodic written statements from her physician attesting to her well being and ability to perform the normal and regular duties and functions associated with her employment must also be furnished. Such statements must be furnished at least monthly commencing at the end of the employee's fourth month of pregnancy.

ARTICLE XI — LEAVES OF ABSENCE (cont.)

Section 2. (cont.)

3. The Employer encourages a pregnant employee to apply for and take a leave of absence for the welfare of the employee and her unborn child. A pregnant employee who determines to continue to work assumes the risk of accidental injury to herself and her unborn child, except injury caused by the negligent act of the Employer or its agents acting within the scope of their authority, and shall furnish the Employer written waiver of liability for injuries and damages suffered by her and/or her unborn child arising out of or in connection with her continued employment during her state of pregnancy.
4. A pregnant employee who desires a leave of absence during her period of pregnancy shall make written request for such leave, to the Superintendent, at least forty-five (45) days prior to the starting date of the leave of absence.
5. Frequent absence by a pregnant employee shall be considered good and sufficient reason for the Employer to place the employee on leave of absence.
6. The leave of absence for pregnancy shall extend through the post-natal examination.
7. If an employee who has given birth to a child desires a leave of absence for maternal care purposes, the employee must make written application for such leave at the same time the request for pregnancy leave is requested. A maternal care leave shall be for the balance of the school year immediately following childbirth. Maternal care leave may be extended for a period up to one (1) additional school year upon written application for such extension filed with the Superintendent prior to July 1st.
8. Before returning to work from a pregnancy or maternal care leave, the employee must furnish a written statement from her physician that she is ready and able to return to her full work assignment.
9. A Local 64 employee given a leave of absence for the period of pregnancy shall receive credit toward the annual salary increment on the schedule appropriate to her rank, but such leave shall be without pay. A leave of absence granted for post-childbirth maternal care shall be without salary and without increment.

D. **Education**

After completing one (1) year of service, any employee, upon request may at the discretion of the Employer be granted a leave of absence for educational purposes.

E. **Military Leave**

Any employee who enters into the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence in accordance with the applicable Veterans and Selective Service Acts. Upon return from such leave the employee shall be reinstated to his former position, without loss of seniority, at the current rate of pay in his classification. A probationary employee who enters the Armed Forces of the United States and meets the foregoing requirements must, upon his return, complete his probationary period.

1. **Study or Peace Corp Leave**

Study or service in the Peace Corp leave shall be granted for a maximum of one (1) year, subject to the recommendation of the Superintendent. The return to duty shall be governed by regulations stated.

ARTICLE XI — LEAVES OF ABSENCE (cont.)

Section 2. (cont.)

2. **Educational Leave for Veterans**

- (a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.
- (b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the school when they are in full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in case of an emergency.
- (c) Furthermore, all provisions of the Military Leave and Education Leave for Veterans policies shall be in accordance with State and Federal laws governing military leaves of absence.

Section 3. Paid Leaves

A. **Jury Duty**

Any seniority employee who is called to and reports for jury duty shall be paid by the Board for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work and does not work, an amount equal to the difference between the employee's regular straight time hourly rate exclusive of overtime or any other premium for the number of hours up to eight (8) that he otherwise would have worked and the daily jury duty fee paid by the Court. The Board's obligation to pay an employee for performance of jury duty under this section is limited to a maximum of sixty (60) days in any calendar year. In order to receive payment under this section, an employee must give the Board prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. The provisions of this section are not applicable to any employee who, without being summoned, volunteers for jury duty.

B. **Leave for Reserve or National Guard Duty**

Employees who are in some branch of the armed forces or the National Guard will be paid the difference between their regular pay and payment for duty in the Reserve or National Guard when they are on full time service duty in the Reserve or National Guard, during the normal work week, provided proof of service and pay is submitted, or if called for any State or National emergency. Pay for such leaves shall not exceed ten (10) work days in any twelve month period.

C. **Funeral Leave**

A leave of absence not to exceed 3 days, not chargeable to the employees accumulated sick leave, may be granted, to attend the funeral of a member of the employees immediate family within the state. Immediate family is defined in Article X, Section 1. Should the funeral take place outside of the state, the employee shall be granted, upon approval of the Superintendent or his designee, a leave of absence not to exceed (5) days to attend such funeral.

ARTICLE XI — LEAVES OF ABSENCE (cont.)

Section 3. (cont.)

1. Department representation at an employees funeral with pay shall be subject to administrative approval. Other employees who wish to attend the funeral of a fellow employee may do so, but without pay.

D. Union Leave

One (1) Union delegate shall be allowed (2) two working days each year, with pay, to attend Union conventions and conferences.

E. Personal Business Days

Two personal business days per contract year may be granted upon approval of the Superintendent or his designee for the transaction of personal business.

- (1.) Personal business days may not be taken immediately preceding or following a holiday or school recess unless permission is applied for by the employee and granted by the Superintendent of Schools in advance of the intended absence. Failure to follow this procedure may result in loss of pay for days absent.
- (2.) Personal business days may not be used for the purpose of sick time.
- (3.) Personal business days shall not be cumulative.
- (4.) Application for personal business days shall be made 48 hours prior to the time such leave is to commence except in emergency situations.

ARTICLE XII — EMPLOYEE CLASSIFICATIONS AND WORKING CONDITIONS

Section 1. Job Descriptions

The Board will describe and define job classifications and job descriptions. Where job descriptions are detailed it is recognized that it is impossible to be absolutely specific and include each and every description; however, they will pertain to classification work or related work. Job descriptions are intended as illustrative and each employee recognizes the concept that he is a member of the work force that has a total job to accomplish.

Section 2. Full Time 12 Month Employees

A full time 12 month employee is defined as one who is employed twelve (12) months or fifty-two (52) weeks per calendar year, including Secretaries, Maintenance, Transportation and Skilled Classifications.

- A. The employee will work an 8 hour day; except a clerical employee will work 7½ hours per day. (Except those secretarial classifications which require an 8 hour day.)
- B. The work week will be five (5) days, forty (40) hours a week, except that the clerical work week will be 37½ hours. (Except those secretarial classifications which require a 40 hour week.)
- C. The employee will work on days when school is not in session, except for legal holidays.
- D. Special Education bus drivers who drive during the summer recess on days which they are scheduled to work.

ARTICLE XII — EMPLOYEE CLASSIFICATIONS AND WORKING CONDITIONS (cont.)

Section 3. Full Time 42 Week Employees

A full time 42 week employee is defined as an employee who is employed forty-two (42) weeks per school year, inclusive of clerks and other applicable classifications.

- A. The work day will consist of 7½ hours.
- B. The work week will consist of 37½ hours.
- C. Forty-two (42) weeks employment does not include work on legal holidays, Christmas vacation and Spring vacation.
- D. If a 10 — 10½ month employee works the full 12 months they will receive the regular full time benefits.

Section 4. Full Time 40 Week Employees.

A full time 40 week employee is defined as one who is employed 40 weeks per school year and includes Cooks, Clerical Personnel, Bus Drivers and other applicable classifications.

- A. The work day will consist of 8 hours, except where a work schedule has been established for less hours. A Head Cook whose work schedule is established for 7½ hours or more, will receive fringe benefits as if they worked 8 hours.
- B. The work week will consist of 40 hours, except where a work schedule has been established for less hours.
- C. Forty (40) weeks employment does not include work on legal holidays, Christmas vacation and Spring vacation.
- D. All classifications included in this group shall be entitled to all fringe benefits including sick and vacation time accumulation.

Section 5. Permanent Part-Time Employees

A permanent part-time employee is defined as one on the permanent payroll who, because of the work schedule, works less than four (4) hours in a day.

- A. The employee will work on a straight hourly basis in accordance with the pay schedule.
- B. The employee will be given first consideration for advancement to full time employment (subject to the provisions outlined in Article XX).
- C. Beginning the day on which the employee began work in a higher paying position, they will receive the rate of pay of that position.

Section 6. Substitute Employees

This group is not within the bargaining unit. An employee in this group may be a substitute for a maintenance, operations, transportation, clerical and cafeteria employee.

- A. The employee will be paid on a straight hourly basis.
- B. The employee will be given consideration for permanent part time or full time employment, provided he has the qualifications and ability.
- C. The employee will not receive pay for time not worked.
- D. The employee will not receive sick leave or other fringe benefits.

ARTICLE XII — EMPLOYEE CLASSIFICATIONS AND WORKING CONDITIONS (cont.)

Section 7. Temporary Employment

- A. Temporary employees are those who are employed on an emergency basis for a period not to exceed twenty-one (21) consecutive working days at any time during school. Temporary employees are not entitled to any of the fringe benefit provisions set forth for permanent employees in the Union Contractual Agreement.

Section 8. Seasonal Employment

The parties agree that regular employees of this Bargaining Unit shall be given preference in respect to summer assignments and that such assignments shall be made according to seniority and within classifications, or within classifications the employee has the ability to perform.

There are two (2) categories of seasonal employees:

- A. Permanent less than twelve (12) month employees employed for the summer vacation period.
- B. Summer employees who are employed during the summer period from June to September.

ARTICLE XIII — WORKING HOURS, PREMIUM PAY, OVERTIME

Section 1. Regular Hours

- A. A regular full time employee will be scheduled to work a regular shift and each shift will have a regular starting and quitting time. A work schedule showing the employee shift, work days, and hours will be posted on bulletin boards. Except for emergencies, work schedules will not be changed without negotiation.
- B. Beginning the day on which a permanent employee works in a higher paying classification, the employee will receive the next higher rate of pay above the step in their regular classification for all time worked in a higher paying classification.
- C. No supervision, certified personnel, parents, etc. shall assume regular duties of an employee except in emergencies.

Section 2. Work Day

- A. Eight (8) consecutive hours (7½ hours for Clerical) within a twenty-four (24) hour period, will constitute a regular shift, except for emergencies or unusual job requirements.

Section 3. Work Week

The work week will be Monday through Friday, inclusive.

Section 4. Relief Periods

- A. All full time employees working no less than 37½ hours per week shall be entitled to two (2) fifteen (15) minute relief periods and an uninterrupted lunch period daily. Time of the periods will be at the discretion of the Union and management with occasional variance due to job requirements.

ARTICLE XIII — WORKING HOURS, PREMIUM PAY, OVERTIME (cont.)

Section 4. (cont.)

1. Any employee working three and one-half (3½) hours shall be entitled to a fifteen (15) minute relief period after the first two (2) hours.

Section 5. Overtime Pay and Hours

- A. A full time employee will receive time and one-half his regular hourly rate of pay under the following circumstances:
 1. All work over eight (8) hours per day.
 2. All work over 40 hours per week.
 3. Saturday work — if #2 above applies.
- B. A full time employee will be paid double his regular hourly rate for work performed on a holiday and for work performed on a Sunday for other than school sponsored activities. Refusal to work overtime shall be charged as overtime worked for purposes of equalization.
- C. Overtime hours will be kept on a list and posted for inspection.

Section 6. Reporting/Call-In Time

A. Reporting Time

If an employee reports for work at his regular starting time without having been notified prior thereto that no work is available, he will be paid call-in pay according to the following schedule:

1. 7½ - 8 hours/day — (12 months personnel) — 4 hours pay.
2. 4 - 8 hours/day — (10 months personnel/continuous day schedule) — ½ of daily scheduled hours.
3. 4 - 8 hours/day — (10 months personnel — split day schedule) — 2 hours or the total hours of that segment they report for.

B. Call-In

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of hours as spelled out in the schedule in paragraph A above. Double time will be paid on Sundays and holidays.

1. In the event employees are requested by their department to report for work at times other than their regular work shift in order to meet emergency situations (i.e. vandalism, etc.) within the building, the employee shall receive pay as per the schedule in paragraph A above. Such call-in procedures shall not, however, apply for overtime worked on a continuation of the employees regular work shift. Should the call-in emergency exceed hours spelled out in paragraph A above all hours will be paid at the rate of time and one half or double time, if applicable.

Section 7. Changes

There shall not be any arbitrary change in hours solely to avoid the payment of overtime. There shall be no conflict between the work rules and the terms of this Agreement.

ARTICLE XIII — WORKING HOURS, PREMIUM PAY, OVERTIME (cont.)

Section 8. Act of God

When an Act of God day has been declared by the Superintendent or his designee, all employees will be paid their regular days salary as if scheduled to work. In the event work is required of any employee on this day, he shall be awarded a compensatory day or proportionate compensatory time. This compensatory time will be applied for by the employee and may be taken with the approval of his immediate supervisor.

ARTICLE XIV — VACATIONS

Section 1.

- A. The normal vacation period is during the months of July and August. However, under special circumstances a vacation may be taken at other times of the year with the prior approval of the Superintendent of Schools.
1. Vacation time will be allotted on the employee's anniversary date.
- B. **Twelve (12) Month Employees**
1. All twelve (12) month employees shall be granted one day's vacation with full pay for each full calendar month of employment.
 2. The Employer agrees to allow twelve (12) month employees to use five (5) days of their annual vacation on an intermittent basis with the days to be approved by the Assistant Superintendent of Maintenance and Operations at least two (2) weeks before the requested time off.
 3. After being employed in the system for five (5) complete years, each employee will be granted fifteen (15) work days vacation with pay. After fifteen complete years each employee will be granted (20) work days vacation.
- C. **Ten (10) Month Employees**
1. All ten (10) month employees shall be granted five (5) work days vacation with full pay annually. Any employee hired on a ten (10) month basis who works less than ten (10) months his first year shall be granted one-half ($\frac{1}{2}$) work day for each calendar month employed.
 2. After the close of the fifth school year of employment on or before June 30, employee shall be granted ten (10) vacation days.
 3. After the close of the tenth school year of employment on or before June 30, employee shall be granted twelve (12) work days vacation.
 4. Vacation for part-time employees will be pro-rated accordingly:
 - a) The time for pro-rating will be from September 1 until the official date for closing school for the current year.

Section 1. (cont.)

b) The following schedule will be used:

103 hours	-	½ hour per day
216 hours	-	1 hour per day
324 hours	-	1½ hours per day
432 hours	-	2 hours per day
540 hours	-	2½ hours per day
648 hours	-	3 hours per day
756 hours	-	3½ hours per day

D. All vacation time must be used within twelve (12) months from the time it is earned, or this vacation time shall be lost to the employee.

E. Pay Advance

1. If a regular pay day falls during the employee's vacation he will receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check fourteen (14) days before leaving, if he desires to receive it in advance.
2. If an employee is laid off or retires, he will receive any unused vacation credit. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.
3. Rate during Vacation: Employees will be paid their current rate of regular work week but not over forty (40) hours for one (1) week, eighty (80) hours for two (2) weeks, or one hundred twenty (120) hours for three (3) weeks while on vacation, dependent on the number of weeks allowable, and will receive credit for any benefits provided for in this Agreement.

ARTICLE XV — HOLIDAYS

Section 1.

A. The following are recognized holidays with pay for twelve (12) month employees:

January 1	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Easter Monday	December 24
Memorial Day	December 25
July 4th	December 31
Labor Day	

B. The following are recognized holidays with pay for ten (10) month employees:

January 1	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Easter Monday	December 24
Memorial Day	December 25
Labor Day	December 31

ARTICLE XV — HOLIDAYS (cont.)

Section 1. (cont.)

- C. July 4th holiday pay shall be paid to all regularly scheduled personnel who work the day prior to the day following the holiday.
- D. If the holiday falls on Saturday, the employee will be given one (1) day off on the previous Friday. If the holiday falls on Sunday, the employees will be given one (1) day off on the Monday following. When the Fourth of July, Christmas Day, New Years Day fall on a Saturday, the employees will be given one (1) day off on Friday prior to the holiday. The day before the Fourth of July will be given if the holiday occurs on Tuesday or the day after the Fourth of July if the holiday occurs on Thursday. The employees must have worked in full the company's regularly scheduled straight-time work day prior to and the company's regularly scheduled straight-time work day subsequent to the holiday. In the event it is necessary for the employee to work because school is in session, he will be given compensatory time off at the employee's discretion.
- E. Any legislative action establishing new holidays in Michigan will as agreed to by the Employer and the Union, be cause for both parties to meet and make necessary additions to the current holiday schedule.

Section 2.

Sick and vacation time shall be considered as time worked for holiday pay purposes. Employees on any unpaid leave will not qualify for holiday pay.

ARTICLE XVI — INSURANCE — SEVERANCE PAY

Section 1.

A. **Medical**

Effective July 1, 1979, the Board will provide up to Full Family MSB/BS Plan MVF-2 Master Medical, Option 4, with \$2.00 deductible drug prescription rider plus Blue Cross-Blue Shield Dental Plan CR/MBL B77 Series for all employees.

B. **Life**

Effective July 1, 1979, the Employer will provide each employee with group term life insurance in the amount of \$10,000.00.

C. **Accidental Death and Dismemberment**

The Employer will provide each employee with Accidental Death and Dismemberment Insurance in the amount of \$8,000.00.

D. **Weekly Indemnity**

The Employer will provide weekly indemnity insurance for each employee up to 60% of weekly earnings to a maximum of \$100 per week. Benefits are payable for a maximum of 26 weeks and begin the eighth (8th) day of sickness or accident.

E. **Long Term Disability**

The Employer will provide long term disability insurance for each employee at the rate of 60% of gross earnings. Benefits begin on the 181st day of disability and are payable at age 65.

F. **Workmen's Compensation**

Any employee who is absent because of an injury or disease sustained or contracted while on duty for the Romulus Community School District, compensable under the Michigan

ARTICLE XVI — INSURANCE (cont.)

Section 1. (cont.)

Workmen's Compensation Law, shall receive from the Employer the difference between the Workmen's Compensation payment prescribed by law and his regular salary for a period of twelve (12) weeks, sixty (60) working days. This benefit to be provided without reduction of sick leave bank. At the end of the twelve (12) week period, the employee has the option of district sick leave benefits or continued compensation or both.

Section 2. Severance Pay

- A. Retirement pay for all employees who have ten (10) years in the system at retirement based Upon Michigan School Law, shall be paid for 50% of unused sick days at the contract rate up to a maximum of \$8,000.00.
- B. Termination of employment, for any reason other than retirement, of employees with five (5) complete years or more of continuous and satisfactory service will be paid fifty percent (50%) of his unused sick days at the contract rate of pay up to a maximum of \$4,000.00
- C. Upon the death of an employee, leave, vacation, and longevity benefits due, will be prorated and paid to his survivors in addition to benefits due under this section.

ARTICLE XVII — LONGEVITY — COST OF LIVING — MILEAGE

Section 1. Longevity

- A. Longevity pay will be paid on the yearly base salary for each employee who is eligible. Payment to be made on the anniversary date after the completion of the fifth (5th) school year of employment. Payments will commence on June 30, 1979 and will be paid annually thereafter on July 1, based on the following percentages:
 - 1. ½% of base salary — 5 years of employment.
 - ¾% of base salary — 10 years of employment.
 - 1% of base salary — 15 years of employment.
 - 1½% of base salary — 20 years of employment.

Section 2. Cost of Living

Cost of Living adjustment shall be made using the July, 1979 release of the United States Department of Labor, Bureau of Labor Statistics, Consumers Price Index for Urban Wage Earners and Clerical Workers (as revised) (all items/all cities report) based on 1967=100.

- A. Cost of Living adjustments shall be made on the basis of changes in the index; biannually on the first pay period following the release of the Cost of Living Index on January 1 and July 1 during the life of this Agreement.
- B. For each 0.4 index difference, each hourly employee shall receive an increase or decrease of one cent (1¢) per hour or whichever is applicable for subsequent payroll periods.

ARTICLE XVII — LONGEVITY — COST OF LIVING (cont.)

Section 2. (cont.)

- C. In no event will the decline of Labor Statistics Consumer Price Index go below that of the July, 1979. Said release shall not provide a basis for reduction in the base hourly rates in effect under this Agreement.
- D. Effective July 1, 1979, Cost of Living payments will not exceed the rate of 35¢ per hour but will not go below the rate of 10¢ per hour.

Section 3. Mileage Payment

The Employer will pay a mileage rate for use of an employee's personal car of eighteen (18¢) cents per mile to any employee affected.

Section 4.

All extra checks (such as vacation, longevity, retroactive pay, mileage and cost of living, etc.) shall be issued separately from employee's regular pay check.

ARTICLE XVIII — SPECIAL PROVISIONS

Section 1. Bus Drivers

A. Rules and Regulations

1. The Employer agrees that certified teaching personnel will not be allowed to drive school buses, and/or school bus vans. Certified teaching personnel will be allowed to transport no more than seven (7) students in school station wagons.
2. When bus drivers are called in for parent conference after regular working hours, they will be paid for that time at the regular rate of pay.
3. One-half (½) hour per day extra for maintaining buses, i.e., gas, oil, clean-up, checking, etc., will be paid to employees.
4. All drivers shall receive a copy of district safety rules, regulations and policies.
5. Bus drivers, if qualified, may be allowed to substitute as custodians at substitute custodial rate of pay. Drivers desiring work as substitute custodians must be willing and available for all assignments. Drivers who sign up will be placed on a list according to seniority. Hours will be equalized as much as possible.
6. The Employer will reimburse personnel for the cost of a chauffeur's license when such license is required in the performance of the duties of the employee's classification.
7. Failure to pass a physical fitness test for driving shall not prevent employees from applying for any other position and retaining seniority in the District if accepted, provided they are qualified for such position.
8. When a bus is held up at a railroad crossing (with or without students) the driver will receive extra time pay if held up longer than fifteen (15) minutes. Bus drivers must turn in engine number or caboose number and/or time and location in order to collect extra pay.

ARTICLE XVIII — SPECIAL PROVISIONS (cont.)

Section 1. (cont.)

9. State mandated bus load limits are to be observed.
10. Witness in Court: An employee required to appear as a witness in Court in a work-related civil action, where such appearance is required because of an accident involving a school bus or student, and witnessed by the employee, such employee shall receive regular paid time without charge against sick leave, less any subpoena and/or witness fee paid to the employee, provided such employee makes himself/herself available for work as soon as testifying is completed.
11. The Board is encouraged when feasible, to transport students via school buses on trips which are financed by the Board and are within a reasonable distance.

B. Bus Runs and Bidding

1. Bus drivers shall have an opportunity prior to the start of each school opening to select bus route assignments according to seniority.
2. All new or vacant bus route assignments exceeding four (4) hours and those revised bus route assignments in which the assignment is increased by thirty minutes (30) or more a day shall be posted. The posting period will be three (3) calendar days. Upon expiration of the posting, such route will be assigned to the most senior bidder accepting the route.
 - (a.) Bids made after the expiration date and hour stated on the notice posted, shall not be considered in filling the route, unless there are unusual circumstances which prevent a driver from (b.) Drivers who bid on postings and do not accept shall indicate refusal in writing.
 - (c.) Should all seniority drivers bidding on a posting refuse, such route will be subject to assignment as follows:
 1. to non-benefit regular drivers driving three (3) hours or more
 2. to non-benefit regular drivers driving two (2) hours or more
 - (d.) Once a route has been assigned to a non-benefit regular driver as spelled out in 2c, regular bus drivers will not have rebid rights to that route unless it is modified as spelled out in paragraph 2 above.
3. Drivers shall be permitted to bid on all new, vacant and revised bus route assignments in which the hours exceed their present route assignments by thirty minutes (30) or more in a day.
4. Drivers shall be permitted to bid on lateral transfers (equal time) twice during the school year.
5. Drivers should not bid on postings unless they intend to take them, if awarded. Drivers abusing bidding rights may be subject to loss of bid rights for balance of school year.

C. Assignments Defined

1. A "basic assignment" will be a combination of runs, usually consisting of but not limited to a Senior High School run and/or a Junior High School run, and an Elementary run put together in a sequence as the expeditious means of arranging schedules.

ARTICLE XVIII — SPECIAL PROVISIONS (cont.)

Section 1. (cont.)

2. When regular drivers are absent, for whatever reason, vacant runs created or any part thereof will be filled by available seniority drivers who may be between routes. Drivers will be selected from a posted list by rotation provided they do not exceed eight (8) hours a day or run into unapproved overtime.

3. **Temporary Vacant Runs**

Any driver taking a temporary vacant run exceeding five (5) days, will have the option to remain on the field trip board and will not lose their turn in rotation for the duration of such vacancy.

D. **Lost Runs**

1. Should a driver lose a portion of their daily assignment through no fault of her own, she may be entitled to runs to make up lost time. Such runs to be taken from the lowest seniority employee with a run compatible to her daily assignment. The employee must notify the Supervisor within 5 days in writing of her desire to receive the additional run, runs or portions thereof.

2. Any regular driver idle through no fault of her own, may take an absent driver's assignment (not to exceed 8 hours), in preference to using a substitute or extra driver. It will be the responsibility of the driver to inform the Supervisor if she is idle through no fault of her own.

E. **Program Runs**

1. The allotted time for kindergarten runs, return or pick up, will range from one and one-half (1½) hours or more. Combined runs, pick up and return, will range from two (2) hours or more as determined by the Assistant Superintendent for Maintenance and Operations. The driver will be paid for the run in the event of cancellation unless notified of the cancellation prior to reporting for the run.

2. The allotted time for Pre-School, Special Education, Activity and Alternative Education will range from one hour or more as determined by the Assistant Superintendent for Maintenance and Operations and provided they are not taken immediately preceding or following another run. The driver will be paid for the run in the event of cancellation unless notified of cancellation prior to reporting for the run.

3. Drivers of Pre-School, Special Education and Alternative Education will be assigned to pick up and take home routes, if possible, in order to maintain the welfare of the children.

4. Drivers assigned to Program runs who drive forty (40) hours or more and a minimum of eight (8) days in a pay period will be entitled to benefits on a pro-rated basis.

5. Activity, Head Start, Alternative Education and Special Education drivers shall have the right to take off summer runs and still retain the same run when school resumes, seniority rights will prevail.

Field Trips

1. Field trips are divided into three (3) categories.

ARTICLE XVIII — SPECIAL PROVISIONS (cont.)

Section 1. (cont.)

(a) **Day Extra Trip Board:**

The trips assigned to this board are those trips scheduled to leave before or during the regular morning established bus routes and return by 2:00 p.m. of the same day in which school is in session. Drivers shall make their first trip in the morning if the trip leaves at 8:00 a.m.

(b) **Night Extra Trip Board:**

The trips assigned to this board are all other trips not specifically stated in the definition of the day board. Examples of night board trips is Saturday, Sunday or any other day that school is not scheduled to be in session during the school year. Also, school days when the trip is scheduled to return.

(c) **Emergency Trip:**

An emergency trip is one which is not posted by 7:30 A.M. on the date of the trip. Assignments to emergency trips shall be made from those drivers whose names appear on the emergency trip list as established below:

1. A list of drivers who will accept emergency trips will be maintained.
2. Emergency trips will be assigned to available drivers, by seniority, from the emergency list.
 - (a) A minimum of one (1) hour shall be paid for all field trips for which the employee comes from and returns home following the trip.
 - (b) Drivers who work on Saturday morning shall be paid at least one (1) hour for pick up and one (1) hour for take home.
 - (c) Upon cancellation of a field trip, the driver assigned to that trip will be assigned the next unposted trip.
 - (d) The driver shall remain with the group or on the bus on all field trips unless otherwise directed.

(d.) **Stand By Pay**

On Saturdays or when school is not in session those drivers directed to return home. after delivering the group to any designated trip destination, shall receive ten dollars (\$10.00) stand-by pay to cover their required availability for the pick-up trip.

- (e.) When on a field trip of scheduled driving time of more than four (4) hours, the driver shall be allowed a fifteen (15) minute relief period after two (2) hours. When on a trip of eight (8) hours or more of scheduled driving inclusive of relief period, the driver shall be allowed a half (½) hour lunch period after four (4) hours provided that the breaks are taken in a reasonable location, with all safety rules being observed and time schedules are kept within acceptable limits.
- (f.) Field trips shall be posted twenty-four (24) hours prior to time of bus departure from yard if possible.
- (g.) When a posted trip has been accepted by a driver and subsequently cancelled at the pick up point or destination, the accepting driver will be paid one (1) hour in pay and placed in line for the next assignment.

ARTICLE XVIII — SPECIAL PROVISIONS (cont.)

Section 1. (cont.)

- (h.) Any extra run that continues a schedule will be paid for extra time involved.
1. Seniority drivers will have priority over a non-benefit driver or substitute driver for hours beyond his regular scheduled hours. Management retains the right to assign all extra hours for bus runs.
 2. If a bus driver does not accept an assignment, the driver with the next fewest number of hours to his credit will be offered the assignment. The least senior in this classification must accept this assignment.

Section 2. Cafeteria

- A. The Board agrees to provide part-time cafeteria help, whenever, in the opinion of the Cafeteria Manager and Board Designee such need occurs.
- B. If, on Teachers' Workshop days, their services are needed, the Board agrees to employ and pay cafeteria personnel.
- C. In the event an outside food handling company would be contracted to provide food service for the students, Local 64 cafeteria personnel may be offered a position within the district for which they are qualified. Seniority will prevail as to these positions.

Section 3. Custodial

- A. Every effort shall be made to distribute work loads in buildings.
- B. Every effort shall be made to replace worn out equipment items for which replacement parts are no longer available.
- C. Ten cents (10¢) per hour shift premium shall be paid all afternoon employees who start at 3:00 P.M. or later.
- D. Custodial work shall be done only by custodial personnel, except in unforeseen emergencies.
- E. All work schedules shall be posted in custodial office for use by new personnel or substitutes.
- F. This section of this Agreement shall apply to all custodians.
- G. Replacements will be provided if possible for each absence of a regular custodial employee to maintain quality of building and maintain after school activities.
- H. For reasons of safety the Chief Custodian will, as often as possible, check all buildings when there is only one custodian assigned.
- I. All custodians shall be issued a key to the building in which they work, so that they may re-enter the building in case of emergency.
- J. Employees shall be provided proper equipment for performing their duties. Work orders shall be filled within a reasonable amount of time.
- K. Items outlined below point to special concerns for the custodial classification and do not eliminate them from language contained in the section in its entirety. Custodian will be hired on either a ten (10) month or twelve (12) month basis, depending upon the need as determined by the Board.

ARTICLE XVIII — SPECIAL PROVISIONS (cont.)

Section 3.

1. **Custodian A — Twelve Months**
 - a. Shall be employed for twelve (12) months period.
2. **Custodian B — Ten Months**
 - a. Shall be employed for ten (10) months period.

Section 4. Head Custodians

A. **Head Custodians**

1. In all situations, the Head Custodian is responsible for the supervision of personnel assigned to the building in order to maintain a high level of cleanliness, sanitation and maintenance. He is authorized and expected to use assigned employees as needed to accomplish the above. No employee is to refuse to comply with a work assignment in any part of a building within his assigned working hours.
- B. Maintenance personnel shall report to the school office any time they come to a building.
- C. The Board subscribes to the principle that Head Custodians should remain in their respective school buildings during the summer school vacation, however, it is understood that this is not always possible and exceptions to this principle may occur.
- D. If there is overtime work to be done at a building, the Head Custodian will be considered, depending on the nature and type of work.
- E. The Head Custodian or his designee will be notified when contractors are scheduled to be in the building, for any reason, during holidays and weekends.
- F. **Head Custodian Pay:**
Supplementary salary for Head Custodians checking buildings on weekends, when required by the Board, as follows:

Senior High Head Custodians	\$475.40
Junior High Head Custodians	418.94
Elementary Schools Head Custodians	363.85

- (1) The Head Custodian shall be relieved of the responsibility during his absence while on vacation and/or sick leave without loss of supplementary pay.
- (2) During the summer building checks need only be made once each weekend.
- (3) Any employee called back for an ADT check will be paid for the time necessary. The minimum pay shall be three (3) hours.

Section 5. Hall Monitors

- A. The Employer agrees to supply the Hall Monitors with two (2) uniform blazers to be replaced every two (2) years on a rotating basis, or as needed.
- B. Hall Monitors will receive a cleaning allowance, if needed, of two (\$2.00) dollars per month for dry cleaning of uniform blazers.

ARTICLE XVIII — SPECIAL PROVISIONS (cont.)

Section 6. Maintenance

- A. Safety shoes will be provided for all maintenance personnel, if required by the Board.

Section 7. Motor Repair — Motor Vehicle Lubricator

- A. The Employer shall provide five (5) uniforms and regular laundry service for personnel classified as Motor Repair or MV Lubricators.
- B. Safety shoes shall be provided to all employees in this classification, if required by the Board.

Section 8. Secretarial/Clerical

- A. If there is a co-op program in the Romulus School District and secretarial/clerical assistance is requested by an administrator through this program such request may be granted, if approved by the Superintendent.
- B. Secretaries shall be paid appropriately for all scheduled or approved hours worked.

Section 9. Security Guards

- A. 1. The Employer agrees to furnish security guards with uniforms as outlined below:
 - (a) 2 long sleeved shirts (winter)
 - (b) 2 short sleeved shirts (summer)
 - (c) 2 pair winter weight slacks
 - (d) 2 pair summer weight slacks
 - (e) 2 jackets
 - (f) 1 winter weight coatUniforms will be replaced as needed
- 2. Security Guards shall receive two (\$2.00) dollars per month, if needed, to be utilized as a cleaning allowance for dry cleaning of uniforms.

ARTICLE XIX — GENERAL PROVISIONS

Section 1. Physical and TB Examinations

- A. The Employer will require a pre-employment and/or a bus driver physical, said physical to be taken at Board designated clinic at Board expense.
- B. In cases where there is a difference of opinion in regards to the employee's physical condition, the employee may be referred for a second opinion.
- C. In compliance with the State Administrative Code rules and regulations to control the spread of tuberculosis, all employees shall file a statement of freedom from communicable tuberculosis. This statement must be filed with the Personnel Office within fourteen (14) days of the designated school year of renewal. Failure to comply will result in the delinquent employee being placed in a status of unpaid leave of absence for period not to exceed ten (10) days. After said tenth (10th) day, employment status will be reviewed.

ARTICLE XIX — GENERAL PROVISIONS (cont.)

Section 2. Non-Discrimination Clause

- A. There shall be no discrimination against any person in employment or in Union membership because of race, sex, age, religion, color, creed or national origin. The parties will work together to assure equal employment opportunities, and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all persons employed by the Board in all phases of the employment process.
- B. The Board and the Union are committed to the principle of equal pay for equal work and agree that no provision of this Agreement shall be interpreted to such manner as to preclude persons of any sex from the equal opportunity to be considered, selected and employed in any position in the bargaining unit because of the sex of such person.

Section 3. Union Bulletin Boards and Mail Service

- A. The Employer will provide bulletin boards in each building or unit which may be used by the Union for posting union business.
- B. The Union may use the School District mail service and mailboxes for union announcements. Such announcements shall contain the signature of a union official and the Board assumes no responsibility for the content of any announcements or bulletins.

Section 4. Building and Equipment Use

- A. The Board grants the Union the right to reasonable use of school premises for its union and business meetings on the same basis as other civic organizations or groups. The request should be made in writing by the Union and approved by the building principal and/or the Superintendent or his designee. The Union agrees to pay any overtime costs for use of special facilities which may be incurred by the Board in connection with building use.
- B. The Union officers, may use school equipment, such as typewriters, duplicating machines and adding machines in the building where he or she is assigned. All uses of the above listed equipment will be at reasonable times when the equipment is not being utilized.
Requests for such use shall be made to the building principal. All materials and supplies are to be furnished by the Union. The Union shall be responsible for damage to such equipment caused by its use, and agrees to pay the reasonable cost of repairs.

Section 5. Personal Mail

It is agreed that all personal mail will be delivered to the employee unopened provided it is addressed in such a manner to make sure the addressee is identifiable.

Section 6. Classes and Conferences

Personnel who are required by the Employer to attend classes or conferences during the time other than their regular working hours shall be paid their regular rate for the time spent in attendance at classes.

ARTICLE XIX — GENERAL PROVISIONS (cont.)

Section 7. Printing of Contract

The Employer and the Union shall each pay one-half (½) the cost of printing new contracts for each employee.

Section 8. Schools Directory

Each year in which the Board publishes a staff directory copies may be provided to all members of this Union. Expense of printing to be prorated according to the number of copies distributed to Union members.

Section 9. District Safety and Health Committee

- A. The Union shall be permitted two (2) representatives on this committee.
- B. The Board shall maintain reasonable safety and health standards for its employees during school hours.

Section 10. Bargaining Unit Work

The Employer agrees that the Bargaining Unit work is designated through the classifications outlined under the wage schedule and will make every effort to refrain from displacing employees in the Bargaining Unit by utilizing non-bargaining unit employees.

ARTICLE XX — BOARD RIGHTS AND RESPONSIBILITIES

Section 1.

Except as modified by the specific terms of this Master Agreement The Board retains all rights and powers to manage the Romulus Community Schools, and to direct its work force through its administrative personnel during working hours. The exercise of the following powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, control its properties and facilities, in furtherance. limited only by the specific and express terms of this Agreement. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan.

- A. To hire employees and subject to the provisions of law, to evaluate and determine their qualifications and conditions for their employment.
3. To dismiss employees, transfer or discipline appropriately for just cause.

ARTICLE XXI — NO STRIKE — NO LOCKOUT

Section 1.

There shall be no strikes of any kind by the Union during the term of this Agreement. Nothing contained herein shall be construed to limit, impair or affect the right of any public employee to the expression or communication of view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment.

Section 2. Definition

The word "strike" shall mean 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 purpose of inducing, influencing, or coercing a change in conditions or compensation, or the rights, privileges, or obligations of employment.

Section 3. No Lockout

No Lockout of employees shall be instituted by the Board, or its designated representatives, during the term of this Agreement.

ARTICLE XXII — TERMS OF AGREEMENT

Section 1.

- A. If any provision of this Agreement is invalid under Federal Law or the Law of the State wherein this Agreement is executed, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal recourse.
- B. All supplemental agreements shall be subject to the approval of the Employer and Council 25. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

ARTICLE XXIII — DURATION OF AGREEMENT

Section 1. Duration

- A. This Agreement shall be effective as of July 1, 1978 and shall continue in full force and effect until June 30, 1981.
 1. This contract is for three (3) years 1978 to July 1, 1981.
- B. Items of this contract which are considered in error may be reopened for negotiations by mutual consent.

ARTICLE XXIV — RENEWAL OF CONTRACT

Section 1.

This Contract will be renewed automatically from year to year after June 30, 1981, unless either party gives written notice to the other party, at least 90 calendar days prior to June 30, 1981, or any subsequent termination date, that it desires to terminate or amend the Contract. If such notice has been given, this Contract may be terminated on June 30, 1981 or any subsequent termination date or thereafter, by either party, upon ten calendar days written notice of termination. This Agreement will remain in full force and be effective during the period of negotiations and until ten days after notice of termination of this Agreement is provided to the other party.

Section 2.

If notice has been given in accordance with Section 1, negotiations will commence not later than sixty (60) calendar days prior to June 30, 1981, or any subsequent termination date.

Section 3.

Notice of termination or modification will be in writing and will be sufficient if delivered personally or mailed by certified or registered mail addressed, if to the Union, to its President. If to the Employer, the President of the Board to address so designated by both parties.

Section 4.

This contract will be opened, as specified in Sections 1, 2 and 3 above for wages and benefits only, effective June 30, 1980.

IN WITNESS whereof the parties have executed this contract by their duly authorized representatives this 4th day of June, 1979.

FOR LOCAL 64, I.U.A.F.S.C.M.E.

FOR THE BOARD OF EDUCATION

President

President

Secretary

Secretary

Council 25 Representative

Chief Spokesman—Negotiating Team

APPENDIX A — WAGE SCHEDULES

Section 1.

78—79

CLASSIFICATIONS

	Step 1	Step 2	Step 3
Maintenance A	7.18	7.26	7.33
Plumber	7.18	7.26	7.33
Senior High Head Custodian	7.17	7.27	7.38
Senior High Day Custodian	6.08	6.16	6.35
Senior High Night Leader	6.84	6.95	7.05
Junior High Head Custodian	6.84	6.95	7.05
Junior High Day Custodian	6.08	6.16	6.35
Junior High Night Leader	6.23	6.33	6.43
Elementary Head Custodian	6.60	6.67	6.75
Custodian A	6.08	6.16	6.24
Custodian B	6.00	6.08	6.16
Warehouse Deliveryman	6.33	6.39	6.45
Warehouse	6.85	6.93	7.04
Bus Driver	6.28	6.33	6.39
Motor Vehicle Lubricator	6.44	6.51	6.59
Maintenance B	6.44	6.51	6.59
Head Cook Senior High	5.46	5.51	5.56
Head Cook Junior High	5.38	5.43	5.49
Head Cook Elementary	5.32	5.38	5.43
Cook's Helper	5.25	5.31	5.37
Cafeteria #1	5.19	5.24	5.29
Cafeteria #2	5.12	5.18	5.23
Hall Monitors	4.54	4.61	4.68
Security Guards	5.09	5.16	5.23
Chief Security Guard	5.40	5.45	5.51

APPENDIX A — WAGE SCHEDULE (cont.)

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BOOKKEEPING DEPARTMENT

	Step 1	Step 2	Step 3
Head Bookkeeper	6.73	6.85	6.98
Payroll Bookkeeper	6.02	6.14	6.25
Accounting	6.29	6.42	6.53
Assistant Bookkeeper	6.02	6.14	6.25

COMPUTER SERVICES DEPARTMENT

Student Services	6.02	6.14	6.25
Key Punching	6.02	6.14	6.25

SECRETARIAL DEPARTMENT

Secy. to Director Continuing Ed.	6.17	6.28	6.39
Secy. to Director Career & Voc. Ed.	6.17	6.28	6.39
Secy. to Director Special Services	6.02	6.14	6.25
Secy. to Director of Alternative Ed.	6.02	6.14	6.25
Secy. to Senior High Principal	6.17	6.28	6.39
Secy. to S.H. Ass't. Principal	6.02	6.14	6.25
Secy. to Junior High Principal	6.02	6.14	6.25
Secy. to J.H. Ass't. Principal	6.02	6.14	6.25
Secy. to Elementary Principal	6.02	6.14	6.25
Senior High Attendance Secy.	5.84	5.97	6.09
Senior High Counseling Secy.	5.84	5.97	6.09
Clerk/Typist for M & O	5.63	5.75	5.88
Receptionist — Senior High	5.63	5.75	5.88
Receptionist — Board Office	5.63	5.75	5.88

CLASSIFICATIONS

Head Mechanic	7.74	7.81	7.88
Mechanic A	7.18	7.26	7.33
Mechanic B	7.10	7.17	7.24

APPENDIX B
LETTER OF UNDERSTANDING REGARDING CETA EMPLOYEES

It is understood and agreed that CETA employees are not members of the Bargaining Unit and as such are not covered by this Agreement. It is further understood that CETA employees are not to be hired to take the place of a Local #64 employee but rather to be in the employ of the District for training in order to up-grade their job skills.

APPENDIX C
LETTER OF UNDERSTANDING

It is understood and agreed by the Romulus Community Schools and Local #64 that if during the duration of this Agreement, the position of Head Mechanic is instituted, that the classifications of Mechanic A and Mechanic B will be evaluated in order that these two classifications will not be diminished.