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MASTER AGREEMENTS

BETWEEN THE

ROMULUS FEDERATION OF PARAPROFESSIONALS/AIDES

AND

ROMULUS COMMUNITY SCHOOLS BOARD OF EDUCATION

September 1, 1978 - August 31, 1981

*Romulus Community Schools
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Romulus, MI 48174*

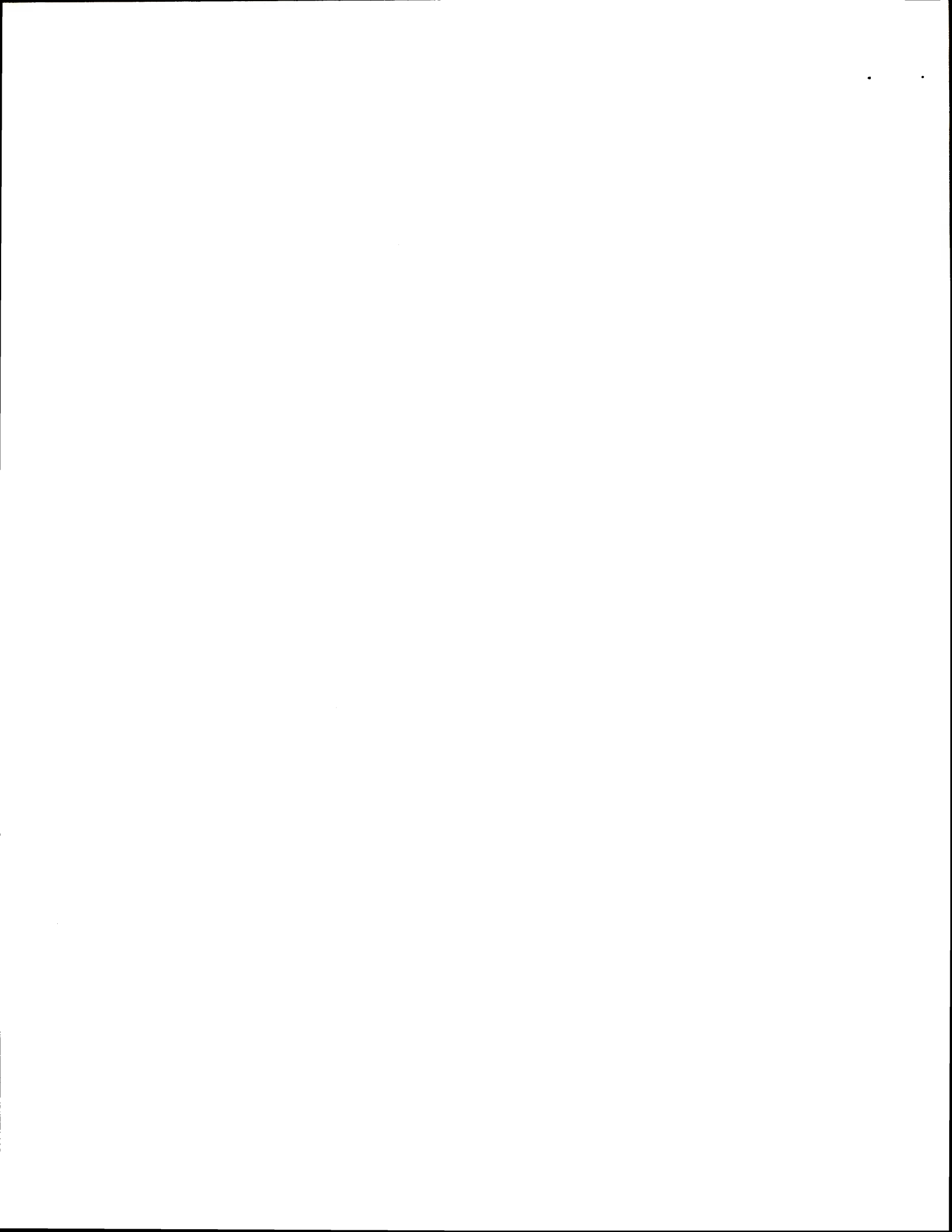
Romulus Community Schools

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MASTER AGREEMENT BETWEEN THE
ROMULUS FEDERATION OF PARAPROFESSIONALS/AIDES
AND
ROMULUS COMMUNITY SCHOOLS BOARD OF EDUCATION

This agreement is made this 12th day of February, 1979, by and between the Board of Education of the Romulus Community Schools (hereinafter called the "Board") and the Romulus Federation of Paraprofessionals/Aides of the Michigan Federation of Teachers, AFL-CIO (hereinafter called the "Union"), for the period beginning September 1, 1978 and ending August 31, 1981.

PREAMBLE

The Board and Union recognize their mutual obligations pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages, and terms and conditions of employment. Both parties have entered into and conducted extensive sessions in good faith negotiations where each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Therefore, the Board and the Union each agree that the other shall not be obligated to bargain on any other subject during the life of this Agreement.

Agreement has been reached between the parties hereto including formal ratification of the terms hereof by the governing bodies of the Union and the Board.

This collective bargaining agreement entered into the 12th day of February, 1979 by and between the Board of Education of the Romulus Community School District and the Romulus Federation of Paraprofessionals/Aides.

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

A. The Board recognizes the Union as the sole and exclusive bargaining representative for all full time and regular part time Paraprofessional and Teacher Aides employed by the district who work 15 hours or more per week in non-supervisory instructional or instructionally related positions; and excluding lunchroom aides, recess aides, office clerical aides, all other employees, administrators, and supervisors as defined in Public Act 379. For the purpose of this Agreement, the term "employee(s)" shall mean any member of the bargaining unit.

B. Work presently performed by members of the bargaining unit shall not be assigned to persons outside the unit without the consent of the Union, except that nothing in this section prohibits the Board from performing any work that is inherently a part of the school district function.

C. The Board shall notify the Union of all new positions before such positions are filled.

D. If such positions fulfill the classifications of Section A of this Article, all personnel hired to fill those positions shall be considered to be members of this bargaining unit and shall be subject to all terms and conditions of this Agreement.

ARTICLE II

BOARD RIGHTS

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

b. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.

2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation and the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities, insofar as the above is done without the intent to circumvent the Union.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.
11. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based on lawful criteria.
12. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.

13. The Board shall determine all methods and means to carry on the operation of the schools.

14. To exercise management and administrative control of the school system, and its properties, and facilities.

15. To hire all employees, to determine their qualifications, and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

16. To establish hiring procedures and qualifications.

17. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the work day.

18. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.

19. The Board shall continue the right to determine and redetermine job content.

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

D. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

E. Nothing contained in this Article can be in conflict with or in violation of this Agreement.

F. The question of whether or not a provision of this Agreement is in conflict with this Article is subject to the provisions of the Grievance Procedure.

ARTICLE III

UNION DUES AND AGENCY SHOP FEES

A. 1.

Authorization for Deduction of the
Romulus Federation of Aides
Membership Dues or Service Fees

I hereby authorize the Romulus School District to deduct the sum of \$ _____ representing my (Dues for Membership In) (Service Fees To) the Romulus Federation of Aides, MFT-AFT, from ten (10) paychecks, which sum is to be paid in full to the Treasurer of the Romulus Federation of Aides.

This Authorization is to continue in full force and effect until such time as my employment is terminated, a change of assignment removes me from the bargaining unit, until this Authorization is revoked by written notice. I further authorize the Union's Treasurer to change the amount of this deduction and the number of deductions.

Pay Period Beginning _____.

Signed _____.

2. Number and Amount of Deductions

The Employer agrees to deduct from ten (10) paychecks (the first pay of each month) the amount stipulated by the Union for the term of this Agreement, and shall commence with the pay period beginning September 8, 1978. The Employer agrees to forward such deductions, along with a list of employees from whom the deductions have been made, within one week following such deduction, to the Treasurer of the Union.

3. List and Assignment of Bargaining Unit Members

The Employer shall forward to the Union a list of all employees within the bargaining unit and their assignments at the commencement of the school year, any assignments that are still pending shall be forwarded within five business days after they are determined. Further, the Employer shall notify the Union of any employee in the bargaining unit entering or leaving the employment of the Employer.

4. Union Notification to Employer

The Union agrees to give written notification to the

Employer stating the amounts to be deducted and the number of deductions under such authorization.

5. The Sufficient and Excessive Deductions

The Employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency or to deduct the insufficient amount from the next paycheck. The Union agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

B. AGENCY SHOP

The Employer and the Union, recognizing that the benefits of the Collective Bargaining Agreement accrue to all members of the bargaining unit regardless of whether or not such members belong to the Union, accepts the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf.

1. Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of Union dues.

2. Any member of the bargaining unit who has not joined the Union during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the Union dues which have been established by the Union for each school year. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.

3. The Employer agrees to notify all employees in the bargaining unit (those employed at the time of the execution of this Agreement or its extensions or renewals, as well as new-hires) of the above state requirements, and shall forward to the Union, within the above stated thirty-day period, the name(s) of such employees and the date of employment.

4. Failure within the above-stated thirty (30) days to deliver authorization shall constitute a basis for discharge, and the employer agrees, upon receipt of notification from the Union that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employee within one week. It being understood between the parties to this Agreement that such requirement is a condition of continued employment with the Employer.

5. In the event an employee is dismissed for failure to

tender required authorized amounts and is subsequently offered re-employment by the Employer, such unpaid amounts shall be required to be paid to the Union by the applicant as a pre-condition to the re-employment.

6. The Romulus Federation of Aides shall indemnify and save the Employer harmless against any and all claims, demands suits or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this section.

ARTICLE IV

UNION RIGHTS

A. Upon written request the Board will furnish the Union records necessary for negotiations and the proper enforcement and supervision of this Agreement.

B. The Board will provide the Union access to a bulletin board in each school building in which members of the bargaining unit are employed.

C. The Union shall have the right to reasonable use of school premises for its business meetings. Requests for use of school facilities must be made in writing to the building principal or other designee of the Board.

D. Elected officials of the Union shall be permitted to transact official Union business on school property at reasonable times, provided it does not interfere with, interrupt, or affect normal school operations or assigned duties. Such aforementioned officials must report their presence to the building principal or other designee of the Board.

E. The Union may use the School District mail service for its business announcements. Such announcements shall contain the signature of a Union official. The Board assumes no responsibility for the content of any such announcements or bulletins.

F. The Board agrees to provide an appropriate mailbox in each building for Union use.

G. Uniform Employment Practices

1. This Agreement shall be applied uniformly to all employees within the bargaining unit.

2. The Board and the Union mutually agree that with respect to hiring, working conditions, and admission to Union membership, they

shall assure they will not discriminate on the basis of race, creed, color, and national origin, sex, age, marital status, political activities, beliefs, affiliations and membership or participation in the activities of any Union organization.

H. Personnel File: This provision shall apply to all materials placed in an employee's personnel file after initial employment. Only one such file shall exist.

1. No material other than routine school records shall be placed in the employee's file unless the employee has had an opportunity to read such material. The employee shall acknowledge that she has read such material by affixing her signature to the actual copy to be filed, with the understanding that such signature merely signifies that she has read the material to be filed and does not necessarily indicate agreement with its contents.

3. The employee may examine her file any time, after request, and shall be permitted to reproduce any such material in the file.

4. Materials shall be removed from the personnel file if and when an employee claims that such material is inaccurate and is sustained through the grievance procedure.

5. All materials in the file shall be job related and from professional sources only.

6. The employee's file shall contain no confidential material. Confidential material that the Board may request from an employee's past employer or educational institutions, etc. shall be sent back to their source or destroyed after the individual is hired.

I. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union or other organization either on or off school premises.

J. At any time prior to or during a meeting with any administrator, an employee may request the Union representative to attend the meeting. If such decision is made by the employee during the meeting, said meeting shall not continue until the Union representative is present.

K. Whenever meetings, conferences, negotiations are scheduled by the Board or State or Federal governmental agencies, members of this bargaining unit scheduled to participate during working hours shall suffer no loss in pay.

L. The Board shall provide or make available to the Union two copies of the official minutes of the previous meeting(s) and the agenda for the meeting one day prior to the Board meeting.

M. Nothing in this agreement shall be construed to prohibit any employee from consulting with administrative officials.

N. If any provision of this Agreement shall at any time be held contrary to law by any court of the State of Michigan or of the United States, whichever is applicable, from whose judgment no appeal has been taken within the time provided for so doing, that provision shall be null and void. However, all other provisions of this Agreement shall continue in full force and effect. In this event, and under the conditions stated above, the parties shall meet to negotiate the provision in question.

O. A member of the bargaining unit shall present and/or discuss instructional materials only under the direction and supervision of a professionally certificated employee of the Board.

P. No materials gathered by means of any electronic recording or photographic device shall be admissible as evidence in any action of the Board against any employee.

Q. If any group or individual brings charges against an employee designated to impede the employee in the performance of her duties, and the Board concurs with the employee's position, it shall provide, without charge to the employee, the necessary and sufficient paid leave of absence and legal assistance for the protection of the employee.

R. The Union may use school equipment such as typewriters, duplicating machines, and adding machines, when their use is requested from a building administrator. The Union agrees to reimburse the Board for all costs incurred for supplies and materials used and to repair such equipment as a result of damage due to negligence.

S. The Board agrees that the Union President and/or her designees (not to exceed 3) may use 13 days during the school year as released time for activities engaged in by the Union if the Board is informed in the usual manner for daily absences when taking such leave.

T. Special conferences between not more than four (4) representatives of the Board and not more than four representatives of the Union may be called to discuss matters of concern. Either party to this Agreement, if such a conference is desired, shall notify the other in writing of the desire for a conference and specify in the written notification the matter(s) to be discussed. The conference will be held as soon as possible but in no event more than ten (10) school days following the receipt of the written notification. Such conference shall not be held during school hours unless there is mutual agreement between the parties to do so.

ARTICLE V

GENERAL

A. Vacancies, Voluntary and Involuntary Transfer: This section shall apply to all vacancies, whether created by expansion, resignation, discharge, transfer, or leave. The Board agrees to post vacancies in each building for seven (7) days prior to any action and to send a copy to the Union President. It is understood that posting does not place any responsibility on the Board to fill such posted positions. The employment of any employee is solely at the discretion of the Board.

1. When two or more applicants for a job vacancy or transfer have the minimum qualifications, such vacancy or transfer shall be filled by the applicant with the greatest system-wide seniority.

2. Vacancies within the unit shall be publicized by the Board by:

a. Giving written notice of such vacancy to the Union at least seven days in advance of outside posting, and

b. Posting such vacancy on the bulletin board(s) at least seven days prior to outside posting.

3. If existing jobs are added to, modified, or abolished to meet the changing needs of the School District, the Board agrees to notify the Union at the earliest opportunity. The Union shall be given the opportunity to provide the Superintendent with input prior to the final discussion and decision by the Board.

4. The Board shall make the final decision on all vacancies and transfers based upon the procedure set forth herein.

5. All employee requests for transfer within a building and between buildings must be in writing and filed with the Personnel Office no later than May 1, of each school year. Such requests will be forwarded to the building administrator to which or in which the transfer is requested. Approval or denial of such request will be transmitted to the employee by June 30.

6. In the event, a personality conflict develops, the employee shall have the right to submit a written request for transfer, without prejudice. Request for transfer pursuant to this section shall take precedence over all other transfers or filling of vacancies. In all such cases, the Superintendent or his designee shall have the final decision making authority.

7. When, for demonstrable cause, a transfer is made on an involuntary basis, the Board shall follow this procedure:

- a. Voluntary transfer by seniority.
- b. Least seniority employees.
- c. If neither (a) or (b), then the Board must state specifically its reasons and desires to the Union and the employee(s). In this event, a meeting shall take place between the parties including the Union.
- d. Nothing herein shall deny the Board the right to transfer employee(s) after following the above procedure.

8. Any vacancies that occur during the school year may be filled without regard for seniority and at the discretion of the Superintendent or his designee. Such positions shall be filled only for the duration of said semester, after which a senior employee may apply for a transfer to said position as outlined in 5 above.

B. Scheduling

1. Employees shall be notified in writing of their assignment for the next school year no later than June 1. The assignment shall include a job description, if different from the previous year.

2. In the event of a change in conditions during the months of June through August (Example: Elimination of Funding) such assignments may be changed and the employees shall be notified prior to the beginning of the next school year.

C. Classroom and Student Management

1. The paraprofessional's authority may be undermined when pupils discover that he/she has little or no teacher or administrative backing in discipline.

a. Whenever it appears that a particular student persistently disobeys the employees authority, the employee may confer with their learning specialist to correct the problem. Therefore,

1. Such action may include a conference between the employee, teacher and student and/or parent.

2. In cases where the student continues to disrupt the learning climate, the employee and the learning specialist may confer with the principal to provide adjustment to the problems.

2. Employees will carry out all tasks assigned to them; however, employees may not be assigned as: substitute teachers, to perform personal tasks for members of other bargaining units, for playground or lunch-room duty, or to take students home.

3. Employees shall not be assigned to monitor halls, outside doors, or housekeeping chores except when such duties are directly related to their immediate work area and are considered to be part of the routine functions of their assignment.

4. Employees shall not be left in a classroom with students without direct professional supervision, except in unusual circumstances, and, in this event, for a period not to exceed ten minutes.

D. Seniority

1. Seniority shall be defined as length of service following the first hiring date by the employer as a paraprofessional, exclusive of lay-off and unpaid leave periods, during which time seniority shall be frozen from the commencement date to the termination date of the lay-off and/or leave(s).

2. Seniority shall not accrue during periods of summer school employment.

3. When employees have the same starting date and seniority, their place on the seniority list shall be determined by a lottery to be conducted jointly by the Board and the Union immediately after ratification of this Agreement.

4. A seniority list will be maintained by the Board showing the system-wide seniority of each member of the bargaining unit and said list shall be made available to the Union President upon request.

5. An employee will be placed on the seniority list on their date of hire and maintained on that list thereafter unless the employee:

- a. resigns
- b. quits
- c. is discharged (unless reversed)
- d. remains in lay-off status in excess of twenty-four (24) months
- e. fails to report for work within 14 days after having been called back to work by registered letter unless extenuating circumstances exist
- f. is absent five (5) consecutive working days without notifying the Board unless extenuating circumstances exist

E. Substitutes/Summer Employment

1. The Board shall maintain a substitute paraprofessional list consisting of 1.) all paraprofessionals who have been laid off or are presently on layoff and 2.) persons on sub list who qualify and apply for such position shall not exceed 10 positions. In order to be maintained on the substitute list, individuals must notify the Board of their continued availability one week before the start of each new school semester.

2. Employees working less than twenty-hours per week will be considered for additional work hours per week to replace an absent employee, if, in the opinion of the building administrator, a replacement is needed.

a. In no event, however, shall the total hours worked by the employee as a substitute and as a regular aide exceed 30 hours per week without the express prior written approval of the Director of Instruction or a written directive from him.

3. A substitute working less than 15 hours per week in the same assignment for a period of 20 consecutive days shall be given at least 15 hours per week and moved to regular status. However, an aide, once having worked on the same assignment for 10 consecutive days cannot be transferred to another position for a period of time and re-transferred back to the former assignment in order to circumvent this section.

4. If authorized, summer programs are operated by the School District and such programs require teacher aides, full-time, regularly employed teacher aides shall be selected by the Director of Instruction and shall have first priority for these positions according to seniority.

a. Notice of such positions shall be posted in each building having teacher aides no later than May 15.

b. Employees shall have 7 school days after the posting to indicate their interest in writing to the Director of Instruction.

c. The Director of Instruction shall notify those employees on or before June 1 with a copy to the Union President.

d. This list shall also include a number of employees to be used as substitutes and from whose ranks replacements shall be drawn to fill positions vacated by summer employees selected and equal to the number of summer positions. This process shall be governed and controlled by district-wide seniority.

e. Employees selected for summer positions shall be

eligible to work one summer. Their names shall then be placed at the bottom of the list for summer employment.

f. The rate of pay for summer positions shall be the same as for regular employees.

5. Substitute aides who are not members of the unit shall be paid at the following rates:

- a. 1 day to 30 days: 10 cents less than the starting rate
- b. Over 30 days: Starting rate for aides

All days referred to in this sub-section shall be working rather than calendar days.

F. Lay-Off and Recall: In case of lay-off and recall, the following procedure shall be used:

1. System-wide seniority based on continuous service within the School District shall determine the method in which lay-offs commence. Employees with the least seniority shall be the first to be laid-off.

2. Recall from lay-off will be in reverse order.

3. Laid-off employees shall have their names kept on an active recall list for a period of two (2) years unless they submit a letter of resignation.

G. Work Day - Week - Year and Rest Periods

1. The minimum guaranteed work day shall be not less than three (3) hours per day.

2. All employees working not less than twenty hours per week are entitled daily to two 15 minute relief periods and an uninterrupted and unpaid lunch period which shall be not less than 30 minutes. Employees are free to leave the building during unassigned periods provided the office is notified of their absence and presence.

3. The minimum guaranteed work week shall be not less than 15 hours per week.

4. The minimum guaranteed work year shall be 180 days, four (4) of which shall be paid holidays.

a. The paid holidays are:

1. Thanksgiving Day
2. Day Following Thanksgiving
3. Christmas Day
4. New Years Day

H. Overtime

1. Work performed in excess of 30 minutes beyond a normal work day shall be compensated for at the rate of 1-1/2 times the regular hourly rate unless the total hours worked for such day is less than 4 hours.

2. Work performed on Saturday, Sunday, or Holidays shall be compensated for at the rate of twice the regular hourly rate.

I. Conferences, Workshops, Meetings, Convention

Employees shall suffer no loss in pay and shall be reimbursed for reasonable expenses when authorized by the Board to attend conferences, workshops, meetings, and conventions.

J. Emergency Closing of School

In the event of closing of school due to Acts of God or any other emergency on any day when an employee is scheduled to work, the employee shall suffer no loss in pay for such a day nor shall they be required to make up the lost time.

K. Restrooms and Furniture

Employees shall have access to adult lavatories; shall have adult furniture for their use at their work station; shall have a secure place to hand their garments.

L. Jury Duty

Employees who serve on jury duty shall be paid the difference between jury pay and their regular pay.

M. Materials

The Board shall make available to the employee various materials. The materials shall be of a helpful nature explaining the role of paraprofessionals and teacher aides, the do's and don't's in a classroom and conduct in relationship to students. Employees shall have the privilege of checking out materials and books from school libraries. The Board will supply supportive help

and guidance in classroom and work techniques to the employee.

N. Liability for Losses

Employees shall not be held responsible for loss, within the school or while on official school business, of school property or student's property, unless such loss is due to the employee's negligence.

O. Sharing Sessions

1. The Board shall plan and schedule intra-district conferences which may be held during the normal work day and normal work week.

2. The purpose of these conferences shall be to exchange thoughts, ideas, and methods to improve the level of employee performance in the School District.

P. Assault and Battery

Employees shall be made aware of, in writing, and observe rules concerning discipline of students as have been established by the Administration, the Board, and the State of Michigan (PA 290, Public Acts of 1964.) In the event criminal or civil proceedings are brought against an employee as a result of being an employee of the Board, the Board will provide reasonable legal advice to the employee. If it is alleged that an employee committed assault and battery or assault and battery is committed upon his person in the course of his employment, the Board will reimburse the employee for legal counsel fees actually expended. The employee will furnish the Board with an itemized statement from his legal counsel certifying the legal fees actually paid by the employee. Time lost from the job in connection with an incident described in this section shall not be charged to the employee.

Q. Open House, Parent-Teacher Conference, PTA/O Meeting

1. If employees are not required to be present for parent-teacher conferences held during the normal work day, they shall be compensated for the time lost.

2. Open House and PTA/O attendance shall be voluntary except that employees may be required to be present at one meeting of the above annually. If attendance is required at more than one meeting annually, the employee shall be compensated for the time spent at the meeting at their regular hourly rate.

R. Survivor Benefits

In case of death, the employee's beneficiary or estate, is

to receive full payment for all benefits accrued.

S. Planning and Preparation

It is generally agreed that planning and preparation between the paraprofessionals and the learning specialist are necessary for an effective program, and every effort will be made to provide such time in all schools where learning centers exist.

ARTICLE VI

LEAVES

A. Eleven (11) paid leave days shall be granted to each employee at the start of the school year. Two (2) of these leave days may be used to transact personal business and nine (9) shall be for personal illness, family illness, bereavement, or funerals. Unused leave days shall be accumulative without limitation. The Board shall provide evidence of leave accumulation on the pay stub of each employee. If an employee has exhausted her accumulated leave allowance, the employee shall be allowed to borrow leave days as needed from other members of the bargaining unit. The total days borrowed may not exceed 179 days.

B. The following unpaid leaves shall be granted to employees upon written request: illness or injury; illness in family; restoration of health; professional improvement; maternity/paternity/adoption.

1. The above leaves shall be for a period of up to one (1) year.

2. During such leave which exceeds a semester or longer, an employee shall not accrue seniority or sick leave allowances, but shall retain seniority and unused sick leave held by the employee at the beginning date of such leave.

3. An employee on unpaid leave may continue their insurance coverages by forwarding to the Board the cost of coverage at the group rate.

4. An employee returning from an unpaid leave shall have a position upon return unless the employee fails to notify the Board at least 30 days prior to the expiration date of such leave.

5. No extension of a leave of absence, or a second unpaid leave of absence shall be granted without the express approval of the Superintendent of Schools.

6. An unpaid leave of absence shall be granted to

employees because of pregnancy or adoption. An employee on such leave shall return to work when she and her doctor feel she is able; the start of such leave shall be based upon the same.

ARTICLE VII

GRIEVANCE PROCEDURE

A. PURPOSE: The primary purpose of this grievance procedure is to secure equitable solution at the closest supervisory level possible.

B. DEFINITION: A grievance shall mean an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

1. An aggrieved person shall mean any member of the bargaining unit, or the Union in its own behalf, making the complaint.

2. Whenever the term Employee is used, it is to include any member or members of the bargaining unit.

3. Whenever the singular is used, it is to include the plural.

4. Whenever notice is used, it is meant that such be written notice to all persons concerned.

5. The term days in this Article shall mean duty days, except where otherwise indicated.

C. GENERAL

1. A grievance may be withdrawn at any level.

2. If a grievance arises from the action of authority higher than building administrator, it may be initiated at Step 2 of this procedure.

3. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

4. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conference pursuant to this Article whose duty hours are affected, shall be excused with pay for that purpose.

5. Forms for filing and processing grievances shall be given appropriate distribution by the Union so as to facilitate the operation of the grievance procedure.

6. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.

7. Failure by the employee and for the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

8. Failure by the Employer or his designated agents to communicate a decision on a grievance within the specified time limits shall be deemed a granting of the remedy sought on the grievance.

9. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, said agreement to be reduced to writing and signed by both parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.

10. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

11. The Employer and the Union each shall bear the full costs for its representative counsel and its witnesses in arbitration.

12. The fees and expenses of the arbitrator shall be shared equally by the parties.

13. It is the intention of the parties, where possible, that the issue(s) to be arbitrated, the relevant facts comprising the issue(s), and the remedy or remedies sought shall be jointly stipulated by the Employer and the Union, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written statement of the issue(s) to be arbitrated in advance of the hearing date.

14. No arbitrator shall hear more than one grievance at any one hearing without the mutual consent of the Employer and the Union.

D. PROCEDURE

1. All grievances are to be submitted in writing, identifying the complaint and citing the appropriate Agreement section(s).

2. STEP 1. The grievance shall be submitted to the Building Administrator within fifteen days of the occurrence of the alleged violation. Within fifteen days of the receipt of such grievance, the Building Administrator shall make proper adjustment, or deny the grievance in writing to the aggrieved with a copy to the Union.

3. STEP 2. Within ten days of the receipt of the

Building Administrators decision, an appeal from the decision may be made to the Superintendent of Schools or his designee. The appeal shall be in writing and accompanied by a copy of the grievance and decision at Step 1.

a. Within ten days after receipt of the appeal, the Superintendent or his designee shall hold a hearing on the grievance. The Union shall be given at least five days notice of this hearing.

b. Not more than ten days following the hearing of this appeal, the Superintendent or his designee shall communicate his decision in writing to the aggrieved and the Union.

4. STEP 3. Within fifteen calendar days after receipt of the decision at Step 2, the Union may appeal the decision to binding arbitration under the rules of the American Arbitration Association. If the Board is notified orally or in writing that the Union intends to proceed to arbitration, an extension of thirty (30) days will be granted.

ARTICLE VIII

FRINGE BENEFITS

A. Each member of the unit shall have his choice of one of the following:

1. Medical/Health Insurance

a. MVF-1 (BC/BS) with drug prescription rider or

b. Delta Dental Plan or

c. Single subscriber BC/BS and Delta Dental

2. Life Insurance

a. \$5,000.00 with Double Indemnity

ARTICLE IX

WAGES

1978-79

<u>Start</u>	<u>End Of Probationary</u>	<u>2nd Year</u>	<u>3rd Year & Thereafter</u>
\$3.35/her hr.	\$3.80/per hr.	\$3.90/per hr.	\$4.45/per hr.

ARTICLE X

STRIKE PROHIBITION

The Union recognizes that strikes (as defined by PA 326, Public Acts of 1947, as amended) are contrary to law and public policy. The Union agrees to abide by the laws of the State of Michigan regarding strikes. Upon learning of any strike, slowdown, planned inefficiency, planned group illness, stoppage of work, for any reason whatsoever, the Union shall take necessary steps to avert or bring any such activities to a prompt termination.

ARTICLE XI

DURATION OF AGREEMENT

This Agreement shall commence September 1, 1978, and continue in full force until August 31, 1981. This Agreement may be amended at any time by mutual agreement of both parties, provided that such amendments are reduced to writing and distributed to all members of the bargaining unit.

The Board and the Federation agree, at the request of either party, that salary and fringe benefits may be renegotiated for the 1979-80 and the 1980-81 school year providing either party request such negotiations not less than ninety (90) days prior to the end of said contract year.

The Board and the Federation agree that if no settlement is reached on salary and fringe benefits by January 1 of said year then this agreement will be considered null and void.

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party.

FOR THE BOARD OF EDUCATION

Wayne F. Avery
President

Margaret A. Cole
Vice-President

FOR THE ROMULUS FEDERATION
OF PARAPROFESSIONALS/AIDES

Allie Ruffalo
President

Jeanne R. Niedermeyer

