



AGREEMENT

BETWEEN

**ROCKFORD BOARD OF EDUCATION
ROCKFORD PUBLIC SCHOOLS**

AND

KENT COUNTY EDUCATION ASSOCIATION

AND

**ROCKFORD EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

1997 - 2001

Rockford Public Schools

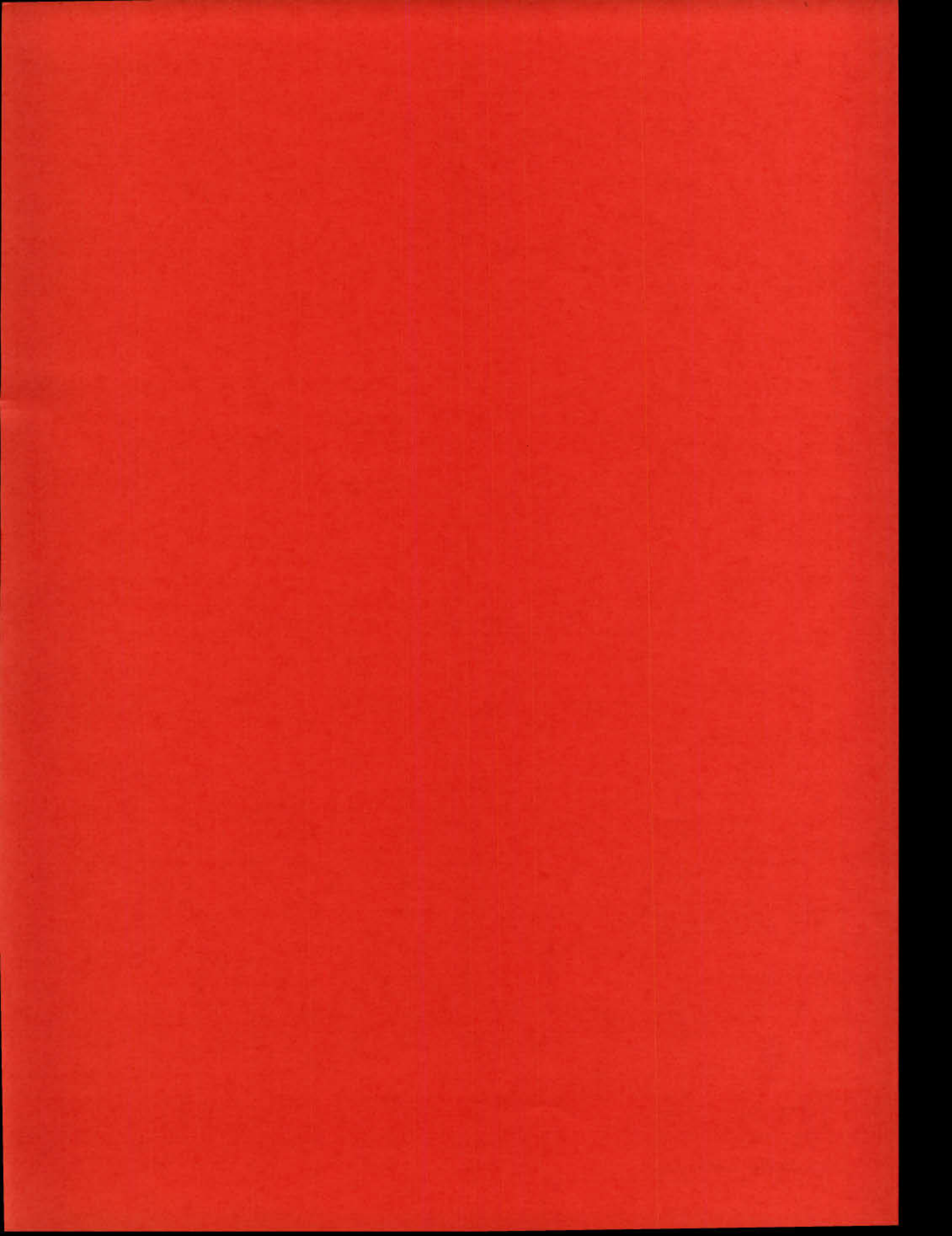


TABLE OF CONTENTS

ARTICLE I	
<u>PREAMBLE</u>	1
ARTICLE II	
<u>RECOGNITION</u>	1
ARTICLE III	
<u>EMPLOYEE RIGHTS</u>	2
ARTICLE IV	
<u>BOARD RIGHTS</u>	6
ARTICLE V	
<u>NEGOTIATION PROCEDURES</u>	8
ARTICLE VI	
<u>SENIORITY</u>	9
ARTICLE VII	
<u>VACANCIES/TRANSFERS/PROMOTIONS/EVALUATIONS</u>	11
ARTICLE VIII	
<u>LAYOFF/RECALL</u>	14
ARTICLE IX	
<u>RETIREMENT</u>	16
ARTICLE X	
<u>PHYSICAL EXAMINATIONS</u>	16
ARTICLE XI	
<u>GRIEVANCE PROCEDURE</u>	17
ARTICLE XII	
<u>HOLIDAYS/VACATIONS</u>	19

TABLE OF CONTENTS

CHAPTER I
GENERAL PRINCIPLES

CHAPTER II
THEORY OF THE SUBJECT

CHAPTER III
PRACTICE OF THE SUBJECT

CHAPTER IV
CONCLUSION

CHAPTER V
APPENDIX

CHAPTER VI
INDEX

CHAPTER VII
BIBLIOGRAPHY

CHAPTER VIII
GLOSSARY

CHAPTER IX
LIST OF ILLUSTRATIONS

CHAPTER X
REFERENCES

CHAPTER XI
NOTES

CHAPTER XII
INDEX

ARTICLE XIII
TEMPORARY LEAVES 22

ARTICLE XIV
WORKERS' COMPENSATION 26

ARTICLE XV
SALARY SCHEDULES/JOB CLASSIFICATIONS/WORKING CONDITIONS 26

ARTICLE XVI
INSURANCE..... 45

ARTICLE XVII
MEDICALLY FRAGILE STUDENTS 50

ARTICLE XVIII
NO INTERRUPTION OF EDUCATION..... 51

ARTICLE XIX
SUPREMACY CLAUSE..... 51

ARTICLE XX
SUBCONTRACTING 51

ARTICLE XXI
RETROACTIVITY 52

ADDENDUM: APPICABLE ONLY TO CHILDCARE WORKERS 53

LETTER OF UNDERSTANDING 56

DURATION OF AGREEMENT..... 58

HEALTH CARE PROCEDURE AUTHORIZATION..... 59

LETTER OF UNDERSTANDING 61

GRIEVANCE REPORT FORM..... 62

1. The first part of the document discusses the importance of maintaining accurate records of all transactions.

2. It is essential to ensure that all entries are supported by appropriate documentation and receipts.

3. Regular audits should be conducted to verify the accuracy of the records and identify any discrepancies.

4. The second part of the document outlines the procedures for handling cash and credit transactions.

5. All cash receipts should be recorded immediately and deposited in a secure bank account.

6. Credit sales should be recorded on an accrual basis, and accounts receivable should be monitored closely.

7. The third part of the document provides guidelines for managing inventory and stock levels.

8. Inventory should be counted regularly to ensure that the recorded quantities match the actual quantities on hand.

9. The fourth part of the document discusses the importance of maintaining accurate financial statements.

10. The balance sheet, income statement, and cash flow statement should be prepared and reviewed regularly.

11. The fifth part of the document outlines the procedures for handling payroll and employee benefits.

12. Payroll records should be maintained accurately, and all payments should be made on time.

13. The sixth part of the document discusses the importance of maintaining accurate tax records.

14. All tax-related documents, including returns and supporting schedules, should be kept for the required period.

15. The final part of the document provides a summary of the key points discussed and offers recommendations for further action.

This Agreement is made and entered into the 25th day of August, 1997, by and between the Rockford Board of Education, Rockford Public Schools, Kent County, Michigan (herein called the "Board") and the Kent County Education Association, K.C.E.A./M.E.A./N.E.A., representing the Rockford Education Support Personnel Association, R.E.S.P.A., (herein called the "Association").

ARTICLE I

PREAMBLE

- A. **INTENT** It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the operational and economic relationship between the Board and the Association, pursuant to P.A. 379.
- B. **MUTUAL INTEREST** It is recognized by both parties that they have a mutual interest and obligation to maintain friendly cooperation between the Board and the Association which will permit the safe, economical and efficient operation and productive assignments and execution of duties of all employees.
- C. **CONTRARY TO LAW** If any provision of this Agreement is found to be illegal or contrary to law, it shall become null and void and no longer a part of the contract.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE II

RECOGNITION

- A. **INCLUSIONS AND EXCLUSIONS**
1. The Board of Education hereby recognizes the Association as the sole and exclusive bargaining agent for all bus drivers, special education drivers, all paraprofessionals working in special education, childcare workers, bus paraprofessionals, playground, classroom, reading, and library paraprofessionals in the **secondary and elementary** schools and office paraprofessionals, **media assistants**, full-time and part-time, and temporary custodial employees (including cleaners and grounds employees), mechanics, maintenance employees, laundry and cafeteria workers, bus washer, **crossing guards, hall monitors** and for all personnel engaged in secretarial and clerical work, full-time and part-time.

2. The following employees shall be excluded: CETA, high school and middle school study hall supervisors, special personnel, substitutes, supervisors, and all other employees including all central office staff.

3. Paraprofessionals are defined as those paraprofessionals hired to work with and/or for certified personnel in a classroom or other assignments. Assignments may include regular or special classrooms, library, reading, playground or other duties as assigned by the Administration.

B. **INDIVIDUAL GRIEVANCES** Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association representative has been given an opportunity to be present at such adjustment meeting.

ARTICLE III

EMPLOYEE RIGHTS

A. **RIGHTS UNDER ACT 379** The Board and the Association agree to abide by Act 379 of the Public Acts of Michigan for 1965 and all amendments thereto, and to all the applicable laws and statutes pertaining to employees' rights and responsibilities. The Board further agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of their rights granted to them under the laws above stated.

B. **USE OF FACILITIES/EQUIPMENT** The Association shall have the right to schedule the use of school building facilities at reasonable times and intervals for Association meetings before or after regular class hours. Such meetings shall not be conducted in a place, or at a time, which might interfere with school activities, including extracurricular activities conducted after regular classroom hours. Prior notification of intent to hold a meeting shall be given and the Administration shall designate a suitable room in which the meeting is to be held. The Association shall be able to post with the supervisor's permission on designated bulletin boards. Mailboxes shall be available for Association use. **Use of the copy machine, telephone and fax machine for necessary local calls will be permitted, provided they do not interfere with normal operation of the schools.**

C. **ACCESS TO INFORMATION** The Board agrees to furnish to the Association, upon request to the Superintendent of Schools or his/her designee, copies of those school documents as it is required by law to make available to the public which may be necessary for the Association to process any grievance or complaints, provided, however, that personal information respecting individual Association members shall not be disclosed.

D. **UNSAFE EQUIPMENT** No employee shall drive or operate a vehicle, machine or equipment that is unsafe or not properly equipped with safety equipment, nor a vehicle that is loaded over capacity for which it was designed as determined by state law. An employee will immediately notify the appropriate supervisor, appropriately tag such vehicle and file a work order. The immediate supervisor shall make the final determination as to the safety of the vehicle, machine or equipment.

E. **TRANSPORTATION POLICIES**

1. Only persons hired and certified as bus drivers shall drive on regularly scheduled runs or on extra trips, except in case of emergency or when all regular drivers are unavailable. All drivers shall be properly licensed by the State of Michigan and comply with regulations of the Michigan Department of Education.

2. **However, the School District may elect to drive any special activity groups out of the School District via charter bus. Normally, this would include out of State travel; elementary grade trips to Greenfield Village, Chicago Museum, MHSAA Playoffs, and specific non-conference contests. If this occurs, the District will notify the Association five (5) days before the trip is to occur.**

3. It is clearly understood that teachers who are certified drivers using buses in the daily instructional programs (i.e., Agriculture, Building Trades, etc.) are exempt from any provision in paragraph E. It is also clearly understood that other employees may drive the vans and wagons to transport small groups (14 students or less). Normally **not more than** two (2) vans will not be sent to the same event except when breakdowns, emergencies, driver unavailability or anything of a like and similar nature occurs.

F. **DISCIPLINE/DISCHARGE** The Board shall not discipline or discharge any employee covered by this Agreement without **due process**. Any meeting which the employee involved feels a likelihood exists for discipline or discharge, he/she may request an Association representative be present. The Board agrees, upon the discharge or suspension of an employee, to notify, in writing, the Association president of the discharge or suspension. The Board agrees that if the employee has not had an opportunity to consult with an Association representative prior to the discharge or disciplinary suspension, the Administration will, upon request, allow the employee to meet with an available Association representative before being required to leave school property, when practical. Such meeting shall not unnecessarily interfere with the provision of services, nor unduly delay the employee's departure. Any complaint determined by the Administration to be serious shall be called to the employee's attention. **The concept of progressive discipline will be used when employees have to be disciplined or discharged.**

G. **FILES** Each person shall have the right to review his/her official personnel file excluding pre-employment materials, references and other confidential information, at reasonable times during normal work hours of the Administration. This review will occur only in the presence of an authorized administrator or his/her designee. After two (2) years, an employee may request purging of reprimands. Final decision shall rest solely with the Superintendent of Schools or his/her designee.

H. **ASSAULT** Any case of assault on a person, which had its inception in a direct school-related problem, shall be reported in writing to the principal or supervisor or designee. In the event of such assault, the person involved may request assistance in writing from the Board summarizing such matter. This request shall be made in writing within one (1) day to the Superintendent of Schools or his/her designee who may make a determination as to whether the conduct/actions of the person making such request justifies any assistance from the Board, and the extent thereof.

The decision of the Superintendent of Schools shall be final.

I. **AGENCY SHOP**

1. The following provisions shall be implemented:

a. Such employee may elect to join the Association and pay its regular and usual initiation fees and its regular and usual dues by authorizing the deductions of such amounts from his/her salary; or

b. Such employee may elect not to join the Association but will pay a service fee, as determined by the Association and authorizing the same to be deducted from his/her salary.

c. Employees who elect to pay a service fee to the Association shall have the same representation rights with the Rockford Public Schools as are extended to Association members under this contract.

d. The agency shop service fee shall be an amount less than the regular dues as determined by the Association.

e. The employer shall deduct from the pay of each employee who is an Association member and has submitted to the employer an individual written authorization for such deduction, the amount of the Association dues certified to the employer by the treasurer of the Association. The employer shall deduct from the pay of each employee who is not an Association member an amount equal to the established service fee. Such individual's written authorization shall be revocable by the employee upon written notice to the employer and R.E.S.P.A. by/or during August for the subsequent year.

- f. **Save Harmless** The Association hereby agrees to indemnify and save the employer harmless against all legal claims, demands, suits or any other forms of liability that may arise out of the employer's compliance with the provisions of Article III J of this Agreement. The Board agrees to cooperate with the Association to settle such disputes.

J. **RIGHTS OF CITIZENSHIP** Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. Generally, the private and personal life and lawful activities of the employee are not within the appropriate concern or attention of the Board, unless they impact on the operation of the District.

In the event any employee(s) files a grievance alleging discrimination under this provision of the Agreement, the Board may, at its discretion, refuse to process the grievance or void any arbitration award or settlement of the grievance, should the employee(s), or anyone on their behalf, pursue a lawsuit or administrative proceeding in any forum, relating to or arising out of the basic facts.

K. **NONDISCRIMINATION** The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership on or association with the lawful activities of the Association. In the event any employee(s) files a grievance alleging discrimination under this provision of the Agreement, the Board may, at its discretion, refuse to process the grievance or void any arbitration award or settlement of the grievance, should the employee(s), or anyone on their behalf, pursue a lawsuit or administrative proceeding in any forum, relating to or arising out of the same basic facts.

L. **EMPLOYMENT INFORMATION** The employer will make available upon written request to the treasurer of the Association the names of all employees separated from the payroll, recalled, hired, laid off, on approved leave of absence or changes in weekly hours.

M. **RELEASED TIME**

1. **Grievances and Negotiations** An employee engaged during the school day on behalf of the Association with any representative of the Board or Administration in any grievance, including arbitration or negotiations, shall be released from regular duties without loss of salary. During arbitration proceedings, only employee witnesses necessary to testify will be released based upon a reasonable expectation their testimony is germane to the issue.

2. Released Time for Association Meetings Each school year the Association will be allowed up to three (3) hours of released time per month from the second shift to attend general membership meetings. The three (3) hours may be apportioned for not more than nine (9) meetings each school year. The date, time, and place of the meetings shall be mutually arranged between the employer and the Association president, but the employer shall receive at least three (3) days' notice of proposed meeting. Any second shift employees who are otherwise scheduled to work on the date and at the time of the meeting shall be released from their scheduled duties, without loss of pay, only if they shall attend the meetings, which shall include necessary travel time to and from their work sites. The released employees shall complete their assigned duties and shift upon conclusion of the meeting. The parties will endeavor to establish the meeting date, time, and place which will minimize the number of employees released from work, but which will reasonably assure maximum attendance.

3. Released Time for Association Conferences and Sessions Each school year, the Association will be allowed sixty (60) hours of released time for employees to attend conferences and training sessions endorsed by the Association, without loss of pay from the employees' scheduled work. **Additional hours of release time may be granted by the Administration if the Association requests and the employee is engaging in professional development or some form of training that will benefit the District.** Advance prior written notice to the supervisor and Superintendent of Schools or his/her designee of at least fifteen (15) workdays shall occur.

4. President's Released Time In the sole discretion of the Superintendent of Schools or his/her designee, the Association president may be released from normal employment duties to conduct Association business, assist in millage elections, etc.

ARTICLE IV

BOARD RIGHTS

A. **BOARD AUTHORITY** It is understood and agreed that the laws of the State of Michigan make the Board legally responsible for the operation of the Rockford Public Schools. In meeting such responsibilities, the Board at times acts through its administrative staff. Michigan law gives the Board authority necessary to discharge all of its responsibilities.

B. BOARD RIGHTS The Board on its own behalf and on behalf of the electors of the District retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, and it is agreed the Board and the administrative staff shall be free to exercise all such rights and authority to the extent permitted by law, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the School District and its properties and facilities;
2. To establish methods for overall operation of the District, all as deemed advisable to the Board.
3. To hire all employees, to determine their qualifications and conditions for their continued employment, or dismissal, demotion or assignment, and to promote, transfer, discipline, etc. all employees;
4. To determine hours, duties, responsibilities, educational programs and assignments of employees with respect thereto.
5. To determine the number and type of employees to be employed;
6. To lay off employees as deemed necessary in the discretion of the Board.
7. To exclusively determine the assignment and direction of work to all of its personnel, determine the shifts and hours of work and starting times, and scheduling of all of the foregoing and the right to establish, modify or change any work or business hours or days, employee codes of conduct/work rules, whenever the Board shall determine such action to be necessary and appropriate.

C. EFFECT OF AGREEMENT 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 express and specific terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and State of Michigan.

D. ADDITIONAL RIGHTS Nothing herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the State School Laws, or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE V

NEGOTIATION PROCEDURES

A. *COMPLETE AGREEMENT CLAUSE*

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

2. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to the grievance procedure as provided in Article XI in the contract, even though such subject or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. It is understood that this paragraph shall not supersede or nullify any other clause of this Agreement.

B. *TIME LINE* At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for the new Agreement covering wages, hours, terms and conditions of employment.

C. *POWER TO NEGOTIATE* In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representatives from within or without the School District. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. *MEDIATION* If the parties reach an impasse in the negotiations, either party may invoke mediation process with the State Employment Relations Commission in conformance with the state law.

ARTICLE VI

SENIORITY

A. *SENIORITY DEFINED/LISTS/GRIEVANCES*

1. Seniority shall be defined as the continuous length of service within each employee classification within the bargaining unit from the last date of hire. Classifications for seniority purposes shall consist of bus drivers, paraprofessionals, custodial/maintenance/ mechanics and food service, and all personnel engaged in secretarial and clerical work. Date of hire shall refer to the first day of regular or continuous work within the classification. The Board agrees to furnish a classification seniority list to each employee covered by the classification at the beginning of each school year. Said list shall include starting dates and positions of seniority. When more than one employee is hired on the same day for the same classification, seniority will be determined by random draw.

2. Grievances over the seniority list must be filed within ten (10) working days of the change or entry complained about.

B. *PROBATIONARY PERIOD*

1. Length All newly hired or rehired employees will be employed on a probationary status. The probationary period shall be sixty (60) actual days of work taken from and including the first day of regular or continuous employment. If at any time prior to the conclusion of the sixty (60) working days probationary period the employee's work performance is of unacceptable quality, as determined in the employer's sole discretion, he/she may, upon the recommendation to the Superintendent of Schools or his/her designee, be subject to immediate dismissal. The sixty (60) day period may be extended for any absence during that period by the amount of said absences.

2. Additional Deficiencies, Discipline, Performance Evaluation

Warning Periods: After the initial probationary period, if any employee's performance is later evaluated and determined in the sole discretion of the Administration as not being acceptable, the employee may be placed on other periods of warning.

When the Administration designates a deficiency warning period, the employee will retain the same wages/sick leave and fringe benefits without reduction.

This additional discipline/performance evaluation may be used as a Step prior to termination. Use of such periods of warning shall be subject to the grievance procedure. However, prior to a grievance being filed, the Union will first discuss all of its concerns with the Superintendent of Schools or his/her designee.

3. **Association Representation** The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the employer will have the right to discharge and take disciplinary action involving a probationary employee without a grievance filed or processed.

4. **Part-Time Employees** Regular part-time employees' probation shall be equivalent to sixty (60) days of work, i.e., 450 hours, but not to exceed ninety (90) total days of work. Substitute and temporary employees, to the extent they are covered under this Agreement, shall be probationary regardless of the number of hours worked, and such service shall not be included as time completed for regular employment.

5. **Initial Day of Employment** At the conclusion of a satisfactory period of probation, all matters pertaining to benefits and to seniority will revert to the employee's initial day of service and his/her name will be entered at the bottom of the attached seniority list.

C. **LOSS OF SENIORITY** Any employee will lose his/her seniority and terminate his/her employment with the Board for the following reasons:

1. Employee quits or retires.
2. Employee is discharged and discharge is not reversed.
3. Employee is absent for two (2) working days without notifying the Board. Exceptions due to extenuating circumstances may be made by the Superintendent of Schools or his/her designee.
4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure provided herein.
5. Involuntary layoff for one (1) year or length of work service in the District, not to exceed two (2) years, whichever is greater.
6. If the employee gives a false reason for a leave of absence.
7. If a settlement with the employee has been made for permanent total disability.
8. If the employee falsified pertinent information on his/her application for employment. (The falsification may come to light sometime after the employee's date of hire or acquiring seniority.)

9. If the employee uses a leave of absence to engage in other work without the District's express consent, or continues to engage in secondary employment which is inconsistent with the basis for the leave.

10. If the employee fails to return to work as provided in an approved leave of absence. Exceptions due to extenuating circumstances may be made by the Superintendent of Schools or his/her designee.

D. TEMPORARY EMPLOYEES AND SENIORITY

1. An employee who is hired for only a limited period of time to substitute for one or more permanent, full-time employees or permanent part-time employees during their absence, because of illness or while on leaves or vacations, or for a job which is of limited duration not to exceed ninety (90) calendar days and who is so informed at the time he/she is hired, shall be considered a temporary employee. He/she shall not acquire seniority by virtue of such temporary employment. Temporary assignments may be extended by mutual agreement of the parties.

2. Regular employees who are interested in being considered for temporary assignments within their classification and building as they arise during the year shall make that interest known, in writing, to the Superintendent of Schools or his/her designee by September 30th. The administrator shall determine whether to honor such requests before assigning the work within the unit or hiring a temporary employee.

ARTICLE VII

VACANCIES/TRANSFERS/PROMOTIONS/EVALUATIONS

A. BUS DRIVER VACANCIES

1. At the beginning of the school year, regular runs will be selected by the drivers in order of seniority as determined by the master seniority list.

2. At the beginning of the school year, designated handicapped special education drivers already employed in such positions as of the date this Agreement is signed will maintain their positions, provided positions are available. In the event a designated handicapped special education driver chooses to vacate his/her position, regular drivers may bid on the opening or openings created.

3. Temporary handicapped special education runs shall be offered to unit employees at the supervisor's discretion.

4. Notices of vacancies shall be posted in the bus garage. No vacancy shall be permanently filled until it has been posted for at least five (5) days. At the end of the posting period, a vacancy shall be filled by assigning it to the most senior unit employee bidding on the vacancy. Subsequent openings caused by the original vacancy will be filled by the transportation supervisor without a posting procedure. It is clearly understood and agreed by both parties that assignment to special education positions, if available, shall be based upon qualifications as determined exclusively by the Board of Education.

5. Temporary vacancies shall be offered to team drivers by seniority before substitute drivers are hired.

6. All drivers shall be asked to sign a list stating whether or not they are interested in taking field trips or extra trips. These trips shall be scheduled on a regular rotation basis, beginning with the driver in the highest seniority position. When a trip is canceled through no fault of the driver, said driver shall be inserted in the next unassigned opening in the rotation for that assignment cycle only.

If the assignment of an extra-duty trip would go to a driver estimated to be paid for forty (40) hours that week, the transportation supervisor maintains the sole discretion to skip the affected employee on the rotation list and go to the next employee who would receive straight time wages. The skipped-over employee would remain at the top of the rotation list and be eligible to receive the next extra trip, which is estimated to be paid at straight time.

7. If a sufficient number of drivers do not sign up, the Administration shall have the absolute right to assign a driver to any unassigned extra trip after the original rotation list has been utilized.

B. CUSTODIANS, MAINTENANCE, MECHANICS, SECRETARIES, FOOD SERVICE AND NON-CLASSROOM PARAPROFESSIONALS VACANCIES

1. Whenever any position covered by this Agreement occurs, or when a supervisory position occurs, the Board shall publicize the same by giving written notice of such vacancy to the Association and post the vacancy in every school building. The posting will include the principal qualifications desired, work location, if possible, and estimated hours, if possible. During school vacation periods, the Board shall deliver or mail to the Association president a sufficient number of copies of the posting. No vacancy shall be filled except in a case of emergency on a temporary basis, until such vacancy shall have been posted for at least six (6) workdays days, defined as any day the Administration building is open.

2. **Filling Vacancies** Employees covered by this Agreement may apply for any vacancy if the employee has not changed assignment for a one (1) year period of time. In filling vacancies within the unit, ability, work attitude, seniority and other relevant factors shall be considered. If qualifications are judged equal, then seniority will be the determining factor. Final appointment to any vacancy will be determined and made by the Administration of the School District. If an employee is denied the position, he/she will have the right upon request to discuss the reason(s) for not receiving the position.

3. **Seasonal Openings** The parties agree that seasonal employment is not covered by this Agreement. However, where the District has seasonal openings during the summer break period, those positions will be posted and offered first to qualified RESPA applicants.

B. CLASSROOM PARAPROFESSIONALS, MEDIA ASSISTANTS AND CROSSING GUARDS VACANCIES Between June 1 and June 15 of any year, any paraprofessional who desires to be considered for another paraprofessional position, which may become vacant during the following school year, shall submit such desire to the Superintendent of Schools or his/her designee via written resume detailing qualifications. The final determination shall be made by the Administration. The Administration will attempt to place paraprofessionals in vacancies, consistent with their qualifications, their stated desire, the needs of the students, and the needs of the District. October 15 of the school year, the Administration will post a notice of the vacancy in the teachers' lounges for a two (2) day period. The notice will designate the type of position, the building and the hours. Paraprofessionals interested in the assignment should indicate their interest in writing, stating their qualifications, and submit it to the Superintendent of Schools or his/her designee.

D. TRIAL PERIOD FOR PROMOTIONS Any cook, secretarial/clerical or custodial/maintenance/mechanic employee promoted shall serve a trial period of thirty (30) days on his/her new permanent job at regular rate for the new job. If, at the end of this time, he/she fails to meet all requirements, he/she shall be demoted to his/her previous position with the corresponding change in salary, with the final decision to be made by the Administration.

E. TRANSFER TO NON-BARGAINING UNIT POSITIONS If an employee takes a position out of the bargaining unit and remains in that position beyond three (3) years, then that employee's seniority within the bargaining unit shall be lost.

F. SUPERVISORY POSITIONS When in the opinion of the Board there are no qualified supervisory applicants in the system, outside supervision may be hired.

F. **INVOLUNTARY TRANSFERS**

1. **Health** Employees under normal retirement age who, due to advanced age or health impairment, are unable to perform their regular duties will be placed in a vacant and available position provided they are physically and/or mentally capable of performing the full range of required job duties. Such employees shall be paid the applicable wage rate for the occupied position. The Board shall determine employees' capabilities and qualifications for the position. If the employee is determined to be unfit for the position, he/she shall remain on or be returned to medical leave. The Board may, at its sole discretion, create modified job assignments for such impaired employees and make wage adjustments and capability determinations, as it deems appropriate. If and when an employee is fully qualified and medically released to return to the previous classification, he/she shall be returned provided a temporary employee is holding that position.

2. **Other** All permanent transfers of employees shall be first discussed by the Administration with the Association president and classification vice-president. Final decisions rest with the Board of Education.

H. **EVALUATIONS** Employees shall be evaluated annually by their supervisor. The evaluation shall contain a written clarification of any deficiency noted and set goals for improvement. Results of this evaluation shall be discussed with the employee, and a copy of the evaluation will be placed in the employee's personnel file. The employee shall sign and receive a copy of the evaluation, but such signature shall not be construed as agreement with the contents of the evaluation. The employee may submit a written response to the evaluation.

ARTICLE VIII

LAYOFF/RECALL

A. **BOARD OF EDUCATION/ADMINISTRATION DISCRETION** It is recognized the Board of Education in its sole discretion shall have the right to lay off personnel. Layoff means reduction of the work force.

B. **BUS DRIVERS** When the Board of Education reduces the work force, the last person on the seniority list shall be the first laid off. When the working force is increased, the persons are to be returned to work in the reverse order in which they were laid off.

It is clearly understood by both parties that designated handicapped special education drivers must possess greater qualifications than other drivers. Therefore, designated handicapped special education drivers already employed in such positions will maintain these positions, absent poor performance, or elimination of these positions.

C. **ALL OTHERS** If a layoff is implemented, the employee with the least classification seniority shall be laid off provided the more senior employee is qualified to do the work as determined exclusively by the Board and/or Administration.

D. **LAYOFF NOTICE** No employee shall be laid off with less than twenty-one (21) calendar days notice except classroom paraprofessionals shall be given no less than two (2) calendar days notice.

E. **RECALL** Recall shall be in inverse order of classification seniority provided the employee is qualified as determined exclusively by the Administration.

F. **NOTICE OF RECALL** Notice of recall shall be sent by certified mail to the employee's last known address. The employee shall have ten (10) working days from receipt of the recall notice to return to work. Failure to return within the specified time shall be deemed a voluntary quit barring extenuating circumstances as determined by the Superintendent of Schools or his/her designee.

G. **LOSS OF SENIORITY** Where recall to a part-time position would cause an undue hardship on the employee, he/she may seek an exemption from the Administration provided the employee makes such request in writing prior to the report date and provides such information as requested by the Administration.

H. **REDUCTION IN HOURS-(Excluding Bus Drivers)** If the Administration determines to reduce an employee's hours, the employee shall have the right to trade assignments with the least senior employee within their classification whose assigned hours are equal to the affected employee's previously assigned hours. Such transfer of assignments is expressly conditioned upon both employees being qualified to assume the full responsibilities of the assignment to which they will be transferred.

If the Board of Education determines a reduction in hours is necessary, the local president of the union shall be consulted and any fringe benefits the employee(s) was previously eligible for shall remain in full force if the person works at least one-half (1/2) time.

One-half (1/2) time shall be defined as working a minimum of twenty (20) regularly scheduled hours per week. However, it is clearly understood and agreed the Superintendent of Schools or his/her designee may authorize a health insurance subsidy for an employee who demonstrates a specific, justifiable need. Such implementation below the twenty (20) hour minimum shall not be subject to the grievance procedure.

ARTICLE IX

RETIREMENT

A. **MANDATORY RETIREMENT** Employees in the bargaining unit shall be retired in compliance with existing federal and state laws. However, the Board of Education may require retirement prior to the existing age laws of any employee whose physical or mental health, as determined by a Board-designated and paid physician, makes it impossible for the employee to meet the normal obligations of regular assignments.

B. **RETIREMENT PAY** A terminal leave payment may be paid to an employee upon retirement based upon one-half (1/2) of the total accumulated sick leave accrued on the date of retirement provided written notice is given to the Superintendent of Schools or his/her designee a minimum of three (3) months (90 calendar days) in advance and subject to the following provisions:

1. The employee must **qualify and meet the minimum requirements of the State of Michigan retirement system.**
2. The employee must have applied for and be eligible to receive retirement benefits from the Michigan Public Employees Retirement System.
3. The employee must have had a minimum of ten (10) continuous years of active service in the Rockford Public Schools.

It is clearly understood and agreed that the District's maximum payment liability shall be no more than: **1997-98 School Year, \$3,000.00, 1998-99 School Year, \$3,250.00, 1999-2000 School Year, \$3,500.00, and 2000-01 School Year, \$3,750.00.**

ARTICLE X

PHYSICAL EXAMINATIONS

Bus drivers' and mechanics' annual physical examinations shall be paid for by the Board, based on the Board-approved physician fee. Physical examination forms provided by the personnel office shall be used.

ARTICLE XI

GRIEVANCE PROCEDURE

A. **GRIEVANCE DEFINED** It is mutually agreed that should any grievance arise concerning any employee or employees with respect to alleged violations, misinterpretations, or misapplication of the specific and express sections or Articles of this Agreement, an employee or employees may file a written grievance.

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

B. **TIME LIMITS** All specified time limits shall consist of only workdays. A workday is defined as any day the Administration office is regularly open for business. Time limits specified in this Article shall be strictly adhered to and may be extended only by mutual written consent. In the event the Association fails to properly process a grievance, within the particular time limit, the invoked grievance shall be deemed abandoned. In the event the management fails to supply the Association with its answer to a particular Step, within the specified time limit, the grievance shall be automatically appealed to the next Step.

C. **GRIEVANCE PROCEDURE TO BE FOLLOWED**

STEP 1: Within ten (10) days after the occurrence of an alleged violation, the employee, and a representative of the Association, if the employee so desires, will meet with their immediate supervisor to discuss the alleged violation.

STEP 2: If not resolved at Step 1, the employee shall within five (5) days present the alleged violation in writing to the Supervisor who will note his/her answer within five (5) days in writing on the grievance form.

STEP 3: If not resolved at Step 2, the grievant will notify the Superintendent of Schools or his/her designee that the grievance is being appealed and request to discuss such grievance, within three (3) days. The Supervisor will deliver to the Superintendent of Schools or his/her designee his/her copies of the grievance form. Upon request of the grievant, the Superintendent of Schools or his/her designee will meet within six (6) days with the aggrieved member or members and their representative and attempt to settle the grievance.

Decisions on grievances appealed to this Step will be given in writing by the Superintendent of Schools or his/her designee on the grievance form, on which the grievance was presented by the representative, not more than six (6) days after this meeting.

If the grievance is not carried to the third Step, the Supervisor will return a copy of the grievance to the Association.

STEP 4: If the grievance is denied at Step 3, the aggrieved member and his/her representative and/or negotiating committee will meet with the Board of Education or its committee within thirty (30) days, and submit grievance in writing, stating all Steps taken at this point to settle the grievance. Final determination of the grievance shall be made within ten (10) days following the next Board meeting, in writing.

STEP 5: If the grievance remains unresolved at the conclusion of Step 4, it may be submitted (as stated in Step 2) for binding arbitration at the request of the Association, provided written request for submission to arbitration is delivered to the Board within fifteen (15) workdays from the date of the Board's (or committee thereof) written decision at Step 4.

An impartial arbitrator shall be selected to decide the matter. If the parties are unable to agree upon a mutually agreeable arbitrator, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators to the parties.

The arbitrator shall then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with rules of the American Arbitration Association. The power of the arbitrator shall be limited to the interpretation of the specific and express terms of this Agreement, and he/she shall have no power to alter, add to or subtract from the specific and express terms of the Agreement as written, nor can he/she grant an award which in effect grants the Association that which it was unable to obtain through negotiations.

Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered into any court of competent jurisdiction.

Prior to submission of the grievance to the Board of Education and arbitration, the Executive Board of the Association must have discussed the grievance and given its consent.

D. **EXCLUSIONS** The termination of services, discipline or failure to reemploy any probationary employee shall not be the basis for any grievance or arbitration proceedings.

E. **EXPENSES** The total cost of the arbitrator's fees and expenses shall be borne and paid for by the losing party as determined by the arbitrator.

ARTICLE XII

HOLIDAYS/VACATIONS

A. HOLIDAYS

1. **Days Listed** All nonprobationary employees shall be eligible for the following days off with pay:

- a. Labor Day
- b. Thanksgiving Day
- c. Day after Thanksgiving Day
- d. Christmas Day
- e. New Year's Eve Day
- f. New Year's Day
- g. Memorial Day

Twelve-Month Employees Shall Also Be Eligible For:

- h. Christmas Eve Day
- i. Good Friday (only if school is not in session)
- j. 4th of July

2. **Secretarial/Clerical** Secretaries and personnel engaged in secretarial and clerical work will receive, without loss of pay, the same days off during the school year as are given to students and teaching staff including legal holidays as follows:

- a. Labor Day
- b. Thanksgiving Day
- c. Day after Thanksgiving Day
- d. Christmas Day
- e. New Year's Eve Day
- f. New Year's Day
- g. Good Friday (only if school is not in session)
- h. Memorial Day
- i. 4th of July (for those working)

Any secretary requested to work on any of the above holidays will receive compensatory days.

Where any of the above days falls on a Saturday, it will be observed on Friday; or if it falls on Sunday, it will be observed on Monday unless school is in session, then the employee will be paid for the holiday, but time off will not be allowed.

3. Requirements

a. To qualify for holiday pay, the employee must work on the last scheduled working day before the holiday and the first scheduled working day after the holiday. In the event of serious illness, serious accident or other approved paid leave, the day before or day after requirement may be waived by the Superintendent of Schools or his/her designee. It is clearly understood that a physician's statement may be required.

b. Reading paraprofessionals will be paid for Labor Day.

c. Cooks will be paid for Good Friday as a holiday only if school is not in session.

B. VACATIONS

1. Eight-Hour/Twelve-Month Employees All twelve-month, eight-hour per day employees shall be eligible for vacation on the following schedule:

After one (1) year _____	five (5) days
After two (2) years _____	ten (10) days
After eight (8) years _____	fifteen (15) days
After fifteen (15) years _____	twenty (20) days

2. Special Education Drivers Twelve-month Special Education drivers who work six (6) hours or more per day shall be eligible for vacation on the following schedule:

After one (1) year _____	five (5) days
After five (5) years _____	ten (10) days
After fifteen (15) years _____	fifteen (15) days

Vacation times will be designated by the Board of Education so as not to conflict with the provision of services. Normally vacations will be designated during the winter and/or spring break.

3. Secretarial/Clerical

a. School Year Secretarial/Clerical Personnel

Secretaries and personnel engaged in secretarial and clerical work will receive, without loss of pay, the same vacation days during the school year as are given to students and teaching staff.

b. Twelve-Month Secretaries Only

In addition to the days specified in subsection 3-a. above, secretaries shall be eligible for paid vacations on the following schedule:

After one (1) year _____	five (5) days
After five (5) years _____	ten (10) days

****Total Maximum: Vacation days per year may not exceed twenty-two (22) days.**

c. Scheduling Vacations – Twelve-Month Secretaries

Secretaries requested to work during the Christmas holidays and spring vacations will receive compensatory vacation days with approval of their supervisor or the Superintendent of Schools or his/her designee.

4. Scheduling Vacations – Twelve-Month Employees.

a. Vacation time may be requested at any time, subject to the school calendar and the school schedule of events. Vacations requested during Christmas holidays and spring vacation may not be granted.

b. Vacation will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the normal operation. However, single vacation days periodically may be granted in the sole discretion of the Administration.

c. Employees with the greatest seniority shall be given preference with respect to the time they take their vacation. As the performance of the duties of employees in the bargaining unit must be continuous during the year, it is not possible for all employees in a classification to be absent and on vacation at the same time.

An employee shall submit a request in writing for approval **a minimum of ten (10) days before the start of his/her vacation day preferences** and such request will be subject to the employer's school calendar and schedule of events and seniority of other employees who make request prior to March 1 to be honored. Vacations must be taken for each year within twelve (12) months after an employee becomes eligible for a vacation. A vacation may not be waived by an employee and extra pay received for work during that period.

Any deviation from the original approved vacation request may be granted at the discretion of the Administration.

d. When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

5. Rate Of Vacation Pay. Each eligible employee shall be paid his/her current base hourly rate, and shall receive vacation pay for the same number of hours per day as corresponds to his/her daily schedule at the time of his/her vacation.

ARTICLE XIII

TEMPORARY LEAVES

A. **SICK LEAVE**

1. All employees absent from duty on account of personal illness, or any other approved reason, shall receive full salary not to exceed accumulated sick leave.

2. Regularly scheduled and assigned twelve (12) month employees shall be eligible to earn twelve (12) days per fiscal year with a maximum accumulation of **180** days for the duration of this contract. Full-time (7-hour) school year employees shall be entitled to ten (10) days per year to a maximum accumulation of **155** days.

Regularly scheduled and assigned employees who work less than twelve (12) months per year shall be eligible to earn ten (10) days per fiscal year with a maximum accumulation of **ninety-five (95)** days for the duration of this contract.

3. During the first year of employment, sick days will be credited at the rate of one (1) day per full month worked up to the maximum allowable for that category for that year. After the first year, sick days will be credited at the commencement of the work year.

4. Written proof of illness signed by a licensed medical or osteopathic physician acceptable to the Board may be requested in a timely manner, verifying the physician personally examined the employee on the date(s) absent, and affirming the employee was too ill to work.

5. Sick leave may be used only for the personal illness of the employee or immediate family. No more than five (5) day's sick leave may be used for illness of immediate family per school year.

6. Individual Donation of Sick Leave

Any employee whose sick leave accumulation is forty (40) days or more may relinquish no more than one (1) sick day to another employee annually whose sick leave has been exhausted. This donation may only occur if the employee with depleted sick leave is seriously ill or seriously injured and only after the seriously ill or seriously injured employee has been subject to a wage deduction for a minimum of seven (7) workdays.

Should employees desire to donate, a written letter shall be submitted to the Superintendent of Schools or his/her designee by the union president requesting a meeting to review all aspects of the request. A committee consisting of the Superintendent of Schools or his/her designee and the union president shall meet to review the merits of the request.

A maximum of sixty (60) days may be utilized by the seriously ill or seriously injured employee. Donated days shall not be utilized by anyone collecting Worker's Compensation.

B. *EXTENDED ILLNESS LEAVE*

1. Employees whose personal illness extends beyond the period covered under A.-2 above may be granted a leave of absence without pay or any other compensation for a period not to exceed one (1) year.
2. Written verification by a Board-approved physician shall be required at any time of all employees granted a leave of absence without pay or other compensation if personal illness occurs.
3. An employee who has exhausted accumulated sick leave, or who returns from an extended illness leave, shall be required to reapply for insurance coverage subject to all underwriter's requirements as necessary.
4. *Secretarial/Clerical Only* If the secretary/clerical employee returns, every reasonable effort will be made to assign the employee to the same position.

C. *FAMILY ILLNESS AND BEREAVEMENT LEAVES*

1. No more than five (5) days' leave of absence with pay per year (non-accumulative) shall be made available for hospitalization of **immediate family**, or for funeral attendance of the immediate family. **Minor out-patient service may not apply.**

Immediate family is hereby defined as spouse, father, mother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-children, grandchildren, grandparents or grandparents-in-law or persons who stand in the same capacity as listed above.

Prior approval of the Administration is required. These days may also be used with administrator approval for critical illness, serious accident or death in the immediate family as defined specifically in this paragraph.

In the event circumstances require more than five (5) days, these can be granted at the sole discretion of the Superintendent of Schools or his/her designee.

D. **OTHER LEAVES**

1. Leaves of absence, with pay, not chargeable against sick leave, will be granted for:

- a. Jury duty. An employee when summoned for jury service and while performing jury duty shall receive the difference in pay between that received as juror and his/her regular pay for the period of jury service;
- b. Court appearances arising out of employment responsibilities;
- c. Meetings called by the Board of Education or Administration during scheduled hours;
- d. Time necessary for the Selective Service exam;
- e. Other leaves approved by the Administration.

2. Unpaid Leaves Non-paid days off shall be discouraged and must be approved by the supervisor in advance.

E. **BUSINESS LEAVES**

1. All Employees

a. Not more than one (1) paid day per year may be used at the discretion of the employee provided a minimum of one (1) work day's notice is given in advance. It is understood and agreed this day shall be used before any consideration is given to pre-approved, non-paid time by the supervisor. This day shall be used as a whole day only and shall be expressly limited to no more than one (1) employee per classification using this day on any single day. However, additional employees may be allowed this leave day provided qualified substitutes are available. In no event shall the number of employees exceed three (3) per classification on any single day.

b. In addition, one (1) more paid day may be used for business which cannot be transacted except during regularly scheduled work hours i.e., doctor and dental appointments, closing on a home mortgage, meeting with an attorney. It is expressly understood this day cannot be used for recreational activities, i.e., hunting, fishing, vacations, extending vacations or holidays or anything of a like and similar nature. This day may be used in one-half (1/2) day increments on approval of the supervisor. It is also understood and agreed the day shall be used, if applicable as defined, before any consideration is given to pre-approved non-paid time by the supervisor.

This day (half-day) shall be expressly limited to no more than one (1) employee per classification using this day on any single day. However, additional employees may be allowed this leave day provided qualified substitutes are available, if needed. In no event shall the number of employees on leave exceed three (3) per classification on any single day.

2. Unused business leave days will be credited to the individual's sick leave accumulation for the following year.

F. ***CHILDCARE LEAVE***

1. Employees with one (1) year or more of service may receive an unpaid childcare leave of up to 180 days for their newborn child or newly adopted infant. Request for such leave must be made in writing at least 120 days prior to the requested leave date. Actual commencement and termination dates shall be established by mutual agreement between the employee and the Administration. Such leaves shall be continuous and shall include any previous leave allowed related to childbirth.

2. In lieu of the above provisions for childcare leave, a pregnant secretary shall have the right, if she so desires, to use accumulated sick leave days for the period of time she is no longer able to continue work and is physically incapacitated as determined by a medical certificate.

G. ***PERMISSIVE LEAVES - Non-Paid*** Leaves of absence without pay may be granted upon the recommendation of the Superintendent of Schools or his/her designee and approval of the Board not to exceed one (1) year for reasons deemed appropriate by the District.

H. ***MISCELLANEOUS CONDITIONS***

1. Seniority shall continue to accrue for the duration of approved extended illness leave or approved childcare leave.

2. Seniority for all other approved unpaid leaves shall accrue for a maximum of thirty (30) days.

3. Bus drivers' runs may be assigned at the discretion of the transportation supervisor if a medical leave (paid, unpaid, or combination of both) exceeds twelve (12) weeks or for any other leave which exceeds ten (10) days.

4. Abuse of leave privileges as stated in this contract shall be cause for discipline up to and including dismissal as determined by the Administration.

5. All leave requests, excluding sick leave, shall be processed only through the office of the Superintendent of Schools or his/her designee.

ARTICLE XIV

WORKERS' COMPENSATION

A. **BENEFITS** In the event of an on-the-job accident in which the employee is entitled to benefits under the Worker's Compensation will be paid by the Board of Education for the total number of days of accumulated sick leave without loss of sick leave benefits or accumulated days to the employee. This provision applies to all persons covered by this contract.

EXAMPLE: John Doe - thirty (30) days accumulated sick leave

Daily pay-\$20.00 - John Doe's Worker's Compensation-\$12.00
 Est.-Board of Education pays \$8.00 - Equal to daily rate of \$20.00
 Board would pay \$8.00 per day up to thirty (30) days

B. **NUMBER OF DAYS**

The number of sick leave days used for Worker's Compensation purposes would be subtracted from the total accumulated for Worker's Compensation purposes.

ARTICLE XV

SALARY SCHEDULES/JOB CLASSIFICATIONS/WORKING CONDITIONS

BUS DRIVERS

	1996-1997	1997-1998
Probationary Period	\$10.86	\$11.16
Balance of School Year	11.43	11.74
Second School Year	12.67	13.02
Third School Year	13.23	13.59
Extra Trips	11.43	11.74
Designated Handicapped-Special Education Drivers	\$ 0.35 added per hour	
Designated Team Drivers	\$ 0.35 added per hour	

PARAPROFESSIONALS

STEPS	1996-1997	1997-1998
Step 1	\$ 8.91	\$ 9.16
Step 2	9.19	9.44
Step 3	9.62	9.88
Step 4	10.06	10.34
Step 5	10.63	10.92
Noon Playground Duty	\$ 0.25 added per hour	
Special Education	\$ 0.10 added per hour	
Medically Fragile	\$ 0.30 added per hour	1997-1998
	\$ 0.05 added per hour	1998-1999
	\$ 0.05 added per hour	1999-2000
TV Studio Technician	\$ 2.00 added per hour	

HALL MONITORS

STEPS	1996-1997	1997-1998
Step 1	\$ 6.50	\$ 6.68
Step 2	7.00	7.19
Step 3	7.50	7.71
Step 4	8.00	8.22
Step 5	8.50	8.73

CROSSING GUARDS

STEPS	1996-1997	1997-1998
Step 1	\$ 6.30	\$ 6.47
Step 2	6.80	6.99
Step 3	7.30	7.50
Step 4	7.80	8.01
Step 5	8.30	8.53

MEDIA ASSISTANTS

STEPS	1996-1997	1997-1998
Step 1	N/A	\$ 6.70
Step 2	N/A	7.20
Step 3	N/A	7.70
Step 4	N/A	8.20
Step 5	N/A	8.70

SECRETARIES

CLASS I:

Part-time Secretarial/Clerical Personnel
 [those who regularly work less than a normal week]
 Library Secretaries
 Reading Secretaries
 Substitute Secretaries

CLASS II:

Elementary Principals' Secretaries
 Assistant Principals' Secretaries
 Attendance Secretary
 Title I Director's Secretary
 Secretaries to the Directors-(i.e., High School Media Center, Special
 Services, Transportation and Guidance Secretaries)
 Alternative Education Secretaries

CLASS III:

High School Principal's Secretary
 Community Schools Secretary
 Middle School Principal's Secretary

CLASSIFICATIONS/STEPS	1996-1997	1997-1998
<u>CLASS I:</u>		
Step 1	\$ 9.57	\$ 9.83
Step 2	9.98	10.25
Step 3	10.37	10.66
Step 4	10.89	11.19
Step 5	11.50	11.82
Step 6	12.31	12.65

CLASSIFICATIONS/STEPS	1996-1997	1997-1998
<u>CLASS II:</u>		
Step 1	\$ 9.81	\$10.08
Step 2	10.20	10.48
Step 3	10.60	10.89
Step 4	11.13	11.44
Step 5	11.75	12.07
Step 6	12.54	12.88
<u>CLASS III:</u>		
Step 1	\$10.11	\$10.39
Step 2	10.53	10.82
Step 3	10.91	11.21
Step 4	11.46	11.78
Step 5	12.12	12.45
Step 6	12.88	13.23

SECRETARIAL/CLERICAL HOURLY WAGES

Part-time secretaries and substitute secretaries shall receive Class I., Step. I salaries or higher at the discretion of the Administration.

The WORK YEAR will normally commence two (2) weeks before the beginning of the school year. Those who work additional weeks will be paid according to the schedule.

Outside work experience credit of not more than four (4) Steps may be allowed by the Board of Education, dependent upon the applicant's experience, qualifications and other factors as determined exclusively by the Board.

The parties mutually agree the Administration has the right to assign secretaries to levels, duties and placement on wage scales based on job level categories.

Both parties also mutually agree various circumstances may arise where the Administration has the right to compensate a secretary up to fifteen (15) cents more per hour when additional full-time secretarial help is provided due to growth or other reasons. This provision normally would be applicable to Class II principals' secretaries in the elementary schools.

Any secretary in this situation shall describe in writing how her circumstances will have this provision applicable to her and send such request to her principal.

RE-CLASSIFICATION OF JOB LEVEL

No secretarial/clerical job level/category shall be changed or otherwise modified except under the following conditions:

1. There is a definite change in the duties and responsibilities of the secretarial/clerical position, which warrants such re-classification by the Administration.
2. If the performance of the secretarial/clerical personnel, with cause, is determined to be inadequate by the Administration.
3. If there is a change of personnel at that position.

FOOD SERVICE

	1996-1997	1997-1998
<u>Probationary/Part-Time:</u> [Less than 6 Hours Per Day]	\$ 9.12	\$ 9.37
<u>Regular:</u> [6 Hours (or more) Per Day]	10.28	10.56
Baker	10.57	10.86
Coordinator	11.66	11.98
Head Cooks	\$ 0.55 added per hour	

CUSTODIAL/MAINTENANCE/MECHANICS

CLASS 1:

Part-Time Laborers, Cleaners, and Bus Washers

Persons in this classification work with custodians in housekeeping chores. Also includes laundress. Usually work less than eight (8) hours per day.

CLASS 2:

Custodians and General Labor

This classification includes building custodians, drivers, mowers, snowplowers and any others in the General Labor areas of the operation.

CLASS 3:

Specialists/Pool Operators

The specialist classification includes those employees with expertise in one or two areas or more, and assigned to specific jobs. Included in this group are painters, carpenters, snowplowers and similar craftsmen, pool operator and general maintenance.

CLASS 4:

Head Custodians and General Maintenance

Designated head custodians fill this classification. Included in this group are skilled painters, carpenters, snowplowers and similar craftsmen.

CLASS 5:

Skilled Maintenance and Truck Mechanics.

The top class is for persons employed as skilled maintenance personnel and truck mechanics. Skilled maintenance men shall be proficient in several areas and have necessary certification. The areas may include plumbing, electrical, heating, motors, engines, welding and machine shop. Assignment to maintenance will be determined by experience and proficiency exams or as determined by the Administration. Truck mechanics must have the mechanical and/or auto body skills and required certification. **Plumbers and Electricians employed by the Rockford Public School District will fall under Class 5 salary schedule provided they are certified, a licensed journeymen or a master.**

CLASSIFICATION	1996-1997	1997-1998
<u>CLASS 1:</u>		
Cleaners	\$11.16	\$11.47
Bus Washer [plus other duties]	11.76	13.11
Part-Time Labor- [discretionary]	6.48 – 7.88	6.66 – 8.10
<u>CLASS 2:</u>		
Custodians/General Labor	12.90	13.25
<u>CLASS 3:</u>		
Specialists/Pool Operators	13.36	13.73
<u>CLASS 4:</u>		
Head Custodians/Maintenance	13.81	14.19
<u>CLASS 5:</u>		
Skilled Maintenance Truck Mechanics Licensed Plumbers/Electricians	15.13	15.55

The first year rate may be up to \$1.00 per hour below the Class rate. An additional \$0.20 per hour may be awarded for merit. A certified mechanic will normally receive merit.

Premiums:

High School Custodians	\$0.15 per hour
Second and Third Shift	\$0.15 per hour
Split Shift-(non-head custodians)	\$0.20 per hour

A. **LONGEVITY PAYMENTS**

Payments shall be for each hour worked at the rate indicated below:

After ten (10) years	\$0.15
After fifteen (15) years	\$0.20
After twenty (20) years	\$0.25

B. **WORKING CONDITIONS FOR ALL EMPLOYEES**

1. **Salary Payments/Deductions** Salary payments will be made not less than every second Friday. Withholding tax and insurance deductions will be made where required by law or authorized by the individual. Insurance deductions are made from the second pay of the month, twelve (12) times a year for twelve-month employees and from each pay for school year employees. Employees shall be responsible for any premiums not covered by Board contributions and will reimburse the Board for any such premium costs advanced.

2. **Health** In order to provide continuing health protection for students, it shall be the policy of the Board that:

a. Upon initial employment, each employee may be required to have a physical examination certifying that the individual is capable of carrying out his/her particular assignment.

b. All employees must have a tuberculin skin test or chest x-ray every three (3) years.

3. **Mileage** Employees will be paid at the currently established Board rate, but not less than \$.205 per mile, for any required use of their vehicles and for the distance between work sites when work is at more than one site.

4. **School Closings**

a. **Bus Drivers, Paraprofessionals, Cooks, Hall Monitors, Crossing Guards, and Media Assistants.**

1. In the event school is closed due to conditions determined by the Administration to be beyond the control of school authorities (for example, adverse weather conditions, health concerns, equipment breakdowns or other reasons), employees shall be paid the wages **that they were scheduled to work on that day** for the first **two (2)** days only. If school is closed beyond **two (2)** days, the Board of Education shall be entitled to reschedule such days. Employees shall work on such rescheduled days and then will be compensated for working on these rescheduled days.

2. Should legislation repeal the need for these "make up" days, the above language will return to the previous language, which stated: "In the event school is canceled, employees will receive pay for their regularly scheduled assigned hours."

b. Secretarial/Clerical/Custodians/Maintenance/Mechanics

All of the above are to report on all days included in the contract with the following exceptions:

If conditions necessitate deviation from normal working hours, the employee will notify their administrator of such conditions. They must make every reasonable effort to report as soon as conditions permit and will be paid for a full day. If the employee is truly unable to report to work at all due to extremely severe weather conditions, they may submit a written report to the Superintendent of Schools or his/her designee for review of the conditions within three (3) days requesting that day as a paid day. The Superintendent of Schools or his/her designee shall make a final decision after receiving this input.

In the event of a tornado watch or severe storm during the workday, employees may be dismissed by the principal after clearance with the central Administration office.

If an employee fails to report for work, he/she will not be paid for such day. If employees are instructed not to report for work, they will be paid.

5. Hours of Work Work time, which is initiated, required and assigned by the employer, shall be compensated.

6. Overtime

- a. The rate of one and one-half (1 ½) times the hourly rate of the employee will be paid for the following:

1. Work over eight (8) hours per day (excluding bus drivers).
2. Work over forty (40) hours per week.

Also, for those employees working in two (2) or more positions, no employee will be scheduled to work more than eight (8) hours per day. For those employees working in different positions, they must work the regular hours for which position they are scheduled. There will be no duplication or overlap of pay. Half days may not apply.

b. The rate of two (2) times the hourly rate of the employee will be paid for the following:

1. All holiday work;
2. All Sunday work.

It is understood and agreed that during periods of revenue shortages, millage defeats or other circumstances, **and/or emergency situations**, the Board may not be able to afford to implement the double hourly rate mentioned above. When this occurs, the employee will receive one and one half (1 ½) times their regular base pay, only after the Association president and chief negotiator have had input regarding this decision.

c. Employees called into work on nonscheduled hours shall receive a minimum of two (2) hours' pay. The employee will stay for the time needed to complete the necessary inspection, repairs or assignment, unless released by their supervisor, and shall productively work during such time. This provision shall not apply to scheduled overtime at the beginning or end of the workday. Custodians assigned to conduct building checks during non-scheduled hours shall receive a minimum of one (1) hour of pay at one and one-half (1 ½) times the hourly rate.

Any person who is assigned to check two (2) buildings shall receive one and one-half (1 ½) hours of pay.

d. Overtime must be authorized by the appropriate supervisor where practicable.

e. Any cook who regularly works shall receive one and one-half (1 ½) times the hourly rate for any work performed on Saturdays or **two times the rate of pay on Sunday.**

7. **Experience Credit** Any employee hired or rehired with past classification experience may be credited with no more than two (2) years experience on the salary schedule, but such experience shall not be reflected on the master seniority list.

8. **Breaks** Any employee (excluding bus drivers) working three and one-half (3 ½) hours per day shall be entitled to one (1) duty-free fifteen (15) minute break per day. Any employee working seven (7) hours or more per day shall be entitled to two (2) such breaks per day. **The time of breaks shall be assigned and/or determined by the Director or Supervisor.**

9. **Lunch/Dinner** Any custodial/maintenance employee, mechanic, secretary or paraprofessional who is regularly assigned to six (6) hours or more per day shall receive a duty-free unpaid meal period of up to one (1) hour as assigned by the supervisor. If the meal period is interrupted for necessary work, a later duty-free period will be provided or the employee will be compensated for the interruption. Employees may leave the school premises during the period, except for second and third shift personnel, who shall remain at their assigned building.

10. **Employee Absences** If an employee is absent, it is the employee's responsibility to directly inform his/her supervisor no later than the assigned time so a possible substitute or revised work schedule for existing employees can be developed and then assigned. Employees may have their work schedule modified as determined by the Board to address work normally done by an absent employee.

If an employee is to be absent, it is the employee's responsibility to directly inform the supervisor as follows:

- a. First shift employees - No later than one (1) hour before the beginning of the first shift.
- b. Second and third shift employees - No later than three (3) hours before the beginning of these shifts.

11. Assignments will be made within classifications. Personnel interested in moving to higher classifications shall notify personnel office for future consideration.

12. Employees interested in additional work must notify the Superintendent of Schools or his/her designee in writing by August 1st of any given year specifying areas of work and time availability.

13. In the event an employee believes extra aid is necessary to deliver services to the students and the community, the employee shall first discuss such perceived need with the immediate supervisor, confine rationale in writing, and submit it to the supervisor for review. If, after passage of a reasonable period of time (two to four weeks) and there is no response from the supervisor, or the employee is not pleased with the decision, the employee may feel free to contact the Superintendent of Schools or his/her designee for a final review. A final decision will be communicated to the employee within four (4) weeks upon request.

C. **BUS DRIVERS WORKING CONDITIONS**

1. **Licenses** Any required chauffeur's license for public school employees required by the District to drive others as part of their job responsibilities is to be obtained and kept current by each employee, with the expense of the license to be reimbursed by the Board, upon presentation of a paid receipt.

2. **Warm-up Time**

a. Drivers will be paid a pre-trip **inspection** of ten (10) minutes per regularly assigned duty, which **includes a complete inspection, including under the hood (as described under CDL vehicle code and beginning bus driver curriculum)**. This time shall be expanded to twenty (20) minutes for the first daily assigned duty from **November 1st** through **March 1st**. Warm-up time shall be included for extra field trips as determined by the supervisor. Pre-trip inspections shall be included in the warm-up time and completed prior to all trips leaving the premises.

b. Consecutive duties in a vehicle, which has a one (1) hour or less layover, shall not be allocated warm-up/pre-trip inspection time.

c. All drivers will start and warm-up their assigned buses unless released or otherwise assigned by the transportation supervisor.

d. Warm-up time for regular assigned runs shall be considered paid time for purposes of paid leave and insurance benefits.

3. **Cleaning of Buses** Drivers will be paid three-quarters (3/4) hours per week for cleaning interior of bus.

4. **Pay for Warm-up and Cleaning** Hourly rates will apply to warm-up and cleaning time.

5. **Minimum Call-In Pay** Drivers called in for duty and not needed shall be paid one (1) hour minimum.

6. **Extra Trip Minimum** Extra trips will pay one (1) hour minimum.

7. **Kindergarten Runs** Kindergarten runs and single runs will pay minimum of one (1) hour.

8. **Overnight Trips** Overnight trips to pay one-half (1/2) trip pay for all down-time, plus expenses, if judged reasonable and required by the Administration.

9. **Layover Time** It is understood and agreed layover time shall be paid only for waiting time between the regularly scheduled secondary and elementary runs. Special Education layover time is included as necessary, based upon the daily run. A team driver with a regularly assigned noon kindergarten run who is required to substitute for an afternoon Special Education run will be compensated for layover time if it is thirty (30) minutes or less.

Only affected drivers will receive sixty (60) minutes of layover time only on in-service days when two or fewer schools are closed.

10. **In-Service** Required in-service meetings sponsored by the Michigan Department of Education or the Board of Education will be paid at the current rate of **\$6.50** per hour. Any drivers not attending will not be compensated. Additionally, if an employee is required and assigned to work beyond the compensated time for his/her regular trip assignment for: (a) construction of Special Education runs (b) construction of student ridership lists (c) in-person on-site attendance at a parent conference if required to attend (d) other required duties as assigned by the supervisor, but only if the time actually spent extends beyond the normal compensated time. All such time shall be compensated at the rate of **\$6.50** per hour.

11. **Jackets** The Board of Education will pay a biannual allowance toward the purchase of jackets of **\$70.00** to all non-probationary bus drivers. Reimbursement for first year employees starting at an off-year will be **\$35.00** in order that all future Board reimbursements are paid during the same year for all employees. The Administration will choose the vendor, the color, and emblem/printing on the jacket.

12. **Payment Computation**

a. Bus drivers driving time shall be assigned according to the Edulog Routing program times. If additional time is deemed necessary by drivers, this matter shall be discussed with the Director of Transportation. If a decision cannot be reached, the bus driver may request that actual driving time be recorded daily by a G.P.S. (Global Positioning System) or the Director of Transportation over a period of ten (10) to fifteen (15) days. This total shall then be rounded off to the nearest one-quarter (1/4) hour at the conclusion of this period. Total hours shall be multiplied by the hourly rate and then divided by ten (10) to fifteen (15) days to determine the average daily rate for that designated assigned run.

b. It is understood and agreed by both parties that the success of this system will depend upon the integrity of the employee reporting accurate times. Those not reporting accurate times shall be subject to discipline.

13. Meal Allowance Policy to be Used Only for Extra Trips

a. A meal allowance will be paid up to the stated maximums upon presentation of a nongeneric receipt based upon the following schedule:

Breakfast and Noon Meal: Up to \$4.50 per meal

Evening Meal: Up to \$5.50 per meal

Breakfast: When the assigned departure time begins before 7:00 a.m. and extends beyond 9:00 a.m.

Noon Meal: When the assigned departure time begins before 11:00 a.m. and extends beyond 2:00 p.m.

Evening Meal: When the assigned departure time begins prior to 4:45 p.m. and extends beyond 7:00 p.m.

b. Should any extra trip require the overlapping of the above schedule, the meal allowance may then be combined not to exceed the total allowable expense of \$14.50 maximum per day per assignment.

c. The Administration expressly retains the sole discretionary judgment to approve other meal allowances dependent on circumstances. This discretionary decision is subject to the grievance system, but only through Step 3.

14. Special Education Bus A special education bus is a bus that transports with 51% of its area occupied by students that are handicapped or part of Special Education programs. A bus that is equipped with a lift is not necessarily a "special education" bus. If this bus is primarily transporting with 51% of its area filled with regular education students it shall be considered a "regular education" bus. The lift shall be operated only by the driver or trained assistants. A driver or trained assistant must secure the wheel chair, and remove the securements at the school or home.

15. Definitions of Trips, Shuttles, Runs

Trips: A service provided to a group of students which is not to and from home or school.

Shuttles: A shuttle is a service added to a run, without adding time beyond the actual time it takes and will not involve layover time.

Runs: A run is a to and/or from school service that transports students to educational programming.

D. PARAPROFESSIONALS WORKING CONDITIONS

1. Classroom Paraprofessional Assignment

a. When a classroom paraprofessional has a current assignment which is seventy-five percent (75%) or less than the previous year's assignment, the paraprofessional shall be assigned to the next available classroom paraprofessional or lunch room paraprofessional position in the District provided the times are compatible with his/her current assignment and he/she is qualified for the available position. When more than one classroom paraprofessional is affected, qualified and acceptable, the earlier date of hire shall be given preference.

b. The paraprofessional shall notify the Superintendent of Schools or his/her designee in writing of the circumstances within five (5) days of such event of their interest in and availability for additional assignments.

c. Between October 1st and October 15th of each school year, the local Association president may notify, in writing, the Superintendent of Schools or his/her designee of a desire to reassess the current assignment of classroom paraprofessionals, where it appears the length of service to the District is not adequately reflected in the length of the classroom aide's assignments. Classroom paraprofessional assignments may be revised once after this review to adjust length of assignment in consideration of length of service.

2. Special Education, Health Care, Reading And Library Paraprofessionals, Hall Monitors, Media Assistant Assignments

Special Education, health care, reading and library paraprofessionals, **hall monitors and media assistants** in the elementary schools (including Sheridan Trail) can generally expect to be reassigned to their previous position for the following year assuming the positions are determined to be available and necessary by the Administration and in the absence of an unsatisfactory evaluation by the Administration.

3. Paraprofessionals assigned to noon playground duty will be paid an additional \$0.25 per hour only while assigned to this specific duty (**does not apply to hall monitors/crossing guards**).

4. In-Service

Regular in-service meetings sponsored by the Board of Education will be paid at the current rate of \$6.50 per hour. Any employees not attending will not be compensated. When in-service school improvement and record days are held during the school year paraprofessionals will not attend unless requested by their Principal. When in attendance at their building school improvement and record days they will be compensated at their regular hourly rate of pay. All paraprofessionals shall attend six (6) hours of in-service per school year as requested by the Administration.

E. **CUSTODIAL/MAINTENANCE/MECHANICS WORKING CONDITIONS**

1. **Working Hours**

a. All maintenance and custodial and grounds employees are normally required to work a total of forty (40) hours per week during the year. These hours will normally be Monday through Friday. Any exceptions will be by mutual agreement of the Board and the Association. (Individual work schedules showing employee's shift and hours shall be furnished to all employees by their immediate supervisor).

b. **Shifts** Regular day shifts for employees shall generally begin on or within the hours indicated of 6:00 a.m. and 8:00 a.m.

The Board reserves the right to change the above regular starting hours in order to accommodate special needs.

c. Attendance shall be cause for dismissal as determined by the Administration.

d. Second and third shift employees shall receive a paid meal period provided they are scheduled for an eight (8) hour shift. Such meal period shall normally be one (1/2) hour, as assigned by the supervisor. These employees shall be restricted to their assigned buildings for these meal periods.

e. Each full-time employee's work schedule will provide for two (2) fifteen (15) minute breaks during the work period. **Breaks and lunch schedules will be determined by the director of operations or his/her designee, based on the employees work schedule.** Normally, the first break shall be as follows:

First shift	9:45 - 10:00 A.M.
Second shift	4:15 - 4:30 P.M.
Third shift	2:15 - 2:30 A.M.
Day employees' afternoon break	2:00 - 2:15 P.M.

f. At the close of the workday, equipment and tool clean up shall be scheduled to be finished at the final quitting time. Prior to lunch and quitting time, five (5) minutes will be allowed for personal wash up and/or changing of clothing. At no time will school vehicles be used for transportation for lunch or coffee breaks or other affairs.

g. Personal time away from the job shall take place only if approval is received from the supervisor.

2. Clothing Allowance

a. To maintain a high standard of appearance, all custodian and maintenance personnel are required to wear uniforms. The Board shall pay \$120.00 toward the purchase of uniforms for full-time/**full year** (8 hours per day--40 hours per week) employees and \$90.00 towards three (3) uniforms for full-time/**school year** cleaners annually. All uniforms must be alike. The uniforms shall be purchased at an outlet approved by the Board of Education.

b. However, if an employee leaves the system within six (6) months from the time of employment, the entire cost of uniforms will be deducted from his/her last pay. If he/she leaves between six (6) months and the remainder of the year, \$40.00 will be deducted from his/her last pay.

c. In the event the employee has a sufficient number of uniforms to maintain a high standard of appearance, the employee may use the subsidy to purchase safety shoes or a jacket approved by the supervisor.

3. Policy of Work/Overtime Assignments Any employee, regardless of his/her skill, if asked to do other than his/her regular work is expected to help until such work is done and any employee shall work overtime if asked, provided, however, all overtime work will be assigned and rotated on an equitable basis when the work involves outside groups, all employees in each school shall have the opportunity for the overtime work on a rotated basis. If no one signs up for the overtime work, it will be the responsibility of the head custodian to assign such time on a rotational basis. In case of error in the rotational assignment, the head custodian shall assign the next required assignment to the affected employee. It shall be the affected employee's responsibility to bring the error in assignment to the attention of the head custodian within five (5) days of the occurrence.

F. COOKS/FOOD SERVICE WORKING CONDITIONS

1. Working Hours Cafeteria workers will work as assigned by the person in charge of the food service program, the beginning and end of which is determined by the person in charge of the food service program. Regular workers are expected to start the first week of school and finish the last week of school, or thirty-eight (38) weeks coinciding with the school year.

Cooks will work two (2) half (1/2) days or its equivalent at cleaning or attending in-services when school is closed as assigned by the Administration.

2. **Clothing Allowance** The Board of Education will pay an annual allowance for cooks' uniforms. Uniforms are to be alike. Determining style, material, etc. will be done by the local Association. Annual allowances are as follows:

Part-time (less than 4 hours per day)	\$95.00
Full-time	115.00

3. **When additional hours become available in the High School, Middle School and Sheridan Trails Food Service Department, the Food Service Supervisor shall offer these hours to the employee within each building with the greatest seniority (on a rotating basis). If there is no employee available in the building, the Food Service Supervisor shall offer the hours to the other two (2) schools according to their seniority (on a rotating basis).**

G. ***SECRETARIAL/CLERICAL WORKING CONDITIONS***

1. **Skill Improvement** Secretaries should improve their skills by attending workshops and in-service meetings held for that purpose. The members of the secretarial/clerical classification covered by this Agreement are encouraged to attend certain conventions, workshops or institutes throughout the year. Attendance which is required or approved in advance by the building principal and central Administration shall not result in loss of pay to the secretarial/clerical personnel involved. For those secretarial/clerical personnel participating in approved conventions, workshops or in-service, a rotation system will be adopted by the Administration to permit attendance when work duties limit the number of individuals participating. Expense for attendance at the above conferences and workshops will be reimbursed by the School District in keeping with the Board policy. One required in-service day per school year to coincide with the teaching staff will be scheduled.

Activities to be suggested by the vice-president of the secretarial group for review and approval by the Administration. A written plan shall be submitted to the Superintendent of Schools or his/her designee a minimum of thirty (30) days in advance of the in-service date. Expenses incurred for the in-service are to be covered by the Board and attendance will not result in loss of wages. All secretaries shall participate and attend any assigned in-service days and will not be compensated unless absent on a prearranged approved leave by the Superintendent of Schools or his/her designee. The Administration may schedule more in-service days in its discretion should it deem it necessary.

2. Summer Hours

- a. The normal hours for all secretarial/clerical personnel are 8:00 a.m. to 4:00 p.m. during a normal week of Monday through Friday.
- b. In the event the Administration shall adjust the above normal workday and week, any full-time secretary affected shall be considered a full-time employee as expressed in Articles XIII, XIV and XVI.
- c. The building principals and directors will determine the summer office hours.
- d. Nothing herein shall be construed to limit the Board in reducing hours during periods of revenue reductions or other circumstances.

H. **CHILD-CARE WORKERS** These employees have particular skills and training which are necessary to work with, for example, autistic children. Frequently they will have some college training.

ARTICLE XVI

INSURANCE

A. **QUALIFICATIONS**

1. The insurance benefits provided herein shall begin only after the employee has properly completed the necessary forms and the application has been accepted and approved by the carrier.
2. The provisions of this insurance section shall be controlled by the underwriter's requirements regarding benefits, eligibility and other matters.
3. Upon termination, it is the responsibility of the employee to contact the carrier to determine if any conversion rights exist or if any insurance can be extended on a direct pay basis at the employee's cost.
4. It is expressly understood and agreed that the Board's subsidy for benefits shall terminate upon unpaid leaves of absence, resignation, retirement, layoff, dismissal, death or other terminating circumstances. The Board will continue subsidy for benefits for up to six (6) months for employees on extended illness leave.
5. There shall be no duplication of health insurance coverage, except as approved by the Superintendent of Schools or his/her designee.

6. Insurance coverage or subsidy shall be provided for twelve (12) months for all eligible employees unless subject to termination under Paragraph 4 above.

B. BENEFITS

1. **Health Insurance** The Board will contribute the following cost per month toward the purchase of M.E.S.S.A. Super Care I, provided the employee is not currently covered by a medical insurance plan which is subsidized in whole or in part:

a. For employees regularly scheduled and assigned to work thirty (30) hours or more a week the Board will contribute up to the full family subscriber rate. Full coverage shall be inclusive of member only; member and spouse; member and child; member, spouse and child as appropriate under the circumstances. The Board agrees to pay all increases in the cost of the designated plan, provided, however, the coverage is not increased by M.E.S.S.A.

b. For employees regularly scheduled and assigned to work twenty (20) to twenty-nine (29) hours per week, the Board will contribute up to \$180 toward hospitalization coverage for school years, 1997-98 and 1998-99. **The Board will contribute up to \$180.00 toward hospitalization for the school year 1999-2000 those assigned to work twenty two (22) to thirty (30) hours per week, and those assigned to work twenty three (23) to thirty (30) hours per week for the 2000-2001 school year.**

The parties agree to the following provisions regarding the insurance provisions of Article XVI-Insurance, of the Master Agreement.

1. To determine eligibility for insurance benefits and/or placement, bus drivers' hours shall be computed on an annual basis.
2. Hours worked shall be all hours paid by the employer.
3. **To determine the actual hours worked per week, the GPS (Global Positioning System) may be used or the Director of Transportation may be asked to accompany the bus driver on his/her route. For the 1997-98 school year, all drivers will be "grandfathered" under the past Master Agreement within this article and subsection.**
4. This process shall be repeated each year to determine placement for the following year.

5. Newly hired drivers with no previous year's work record, shall receive or not receive insurance benefits based upon anticipated hours of work. Should the employee fail to complete the hours of work after the employer has provided benefits, the employee shall repay the employer for money spent, through equal monthly installments by payroll deduction in the succeeding work year.

c. For employees regularly scheduled and assigned to work fifteen (15) to nineteen hours (19) hours per week, the Board will contribute up to \$130 toward hospitalization coverage for school years, 1997-98 and 1998-99. **The Board will contribute up to \$130.00 toward hospitalization coverage for employees regularly scheduled and assigned to work sixteen (16) to twenty two (22) hours per week for the 1999-2000 school year and seventeen (17) to twenty three (23) hours per week for the 2000-2001 school year.**

d. Warm-up, clean up time, overtime and extra trips for bus drivers shall be included in calculating the regularly scheduled and assigned hours.

2. **Life Insurance** All employees will receive \$25,000 in term life insurance with a double indemnity clause.

3. **Dental Insurance** The Board will provide a 60/60 dental plan for all full-time, twelve-month employees. The Board will also provide a 60-60-60 dental plan with a \$1000 orthodontic maximum applicable for all other employees working fifteen (15) hours or more per week **during the 1997-98 and 1998-99 school years** provided they are not receiving a health insurance subsidy **and sixteen (16) hours per week during the 1999-2000 school year and seventeen (17) hours per week during the 2000-2001 school year.**

4. **VSP II Vision Plan** For all eligible twelve (12) month employees enrolled in the medical insurance plan.

5. **All eligible school year employees will receive VSP II Vision Plan that qualify under the following guidelines:**

1997-1998 no benefit

1998-1999 the Board will contribute half of the premium for VSP II Plan

1999-2000 the Board will pay for the full VSP II Plan

All school year employees (other than 12 month employees and those not on the option plan) must work the minimum hours per week as described under Article XVI, Section B.1. Health Insurance, b., and 5, c.

6. **Secretaries Only** For those full-time secretaries not eligible for medical coverage as determined exclusively by the Administration, they shall be provided with a full-family dental plan.

7. Beginning with the 1993-1994 school year, a long term disability plan covering only twelve (12) month employees who are regularly scheduled and assigned to work thirty (30) hours per week.

The following conditions shall apply:

- a. There will be a 150 calendar day waiting period or expiration of sick leave whichever is greater.
- b. Maximum payment receipt from all sources shall be \$1500 per month.
- c. Sixty-six and two-thirds percent (66 2/3%) of regularly scheduled wages.
- d. All offsets such as Worker's Compensation, retirement income, social security benefits or income from any other group or wholesale franchise plan.

8. **Options (for those not taking health)**

- a. **Each employee who waives health insurance coverage will be paid additional compensation if they meet the hour requirements as follows:**

SCHOOL YEAR EMPLOYEES:

- (1) **Employees regularly scheduled to work thirty (30) or more hours per week will receive \$780.00 annually, which will be paid in twenty (20) biweekly installments of thirty-nine dollars (\$39.00) each.**
- (2) **Employees regularly scheduled to work fifteen (15) or more hours per week will receive \$540.00 annually, which will be paid in twenty (20) biweekly installments of twenty-seven dollars (\$27.00) each.**

52 WEEK EMPLOYEES:

- (3) 52 week employees regularly scheduled to work thirty (30) or more hours per week will receive \$780.00 annually, which will be paid in twenty six (26) biweekly installments of thirty dollars (\$30.00) each.
- (4) 52 week employees regularly scheduled to work fifteen (15) or more hours per week will receive \$540.00 annually, which will be paid in twenty (20) biweekly installments of twenty-seven dollars (\$27.00) each.

The employee will be required to sign the Flexible Benefits Plan election form, which includes a waiver of health coverage. The additional compensation will begin the month following completion of the election form. If the recipient delays in completing the election form in a timely manner, the Board will not be liable for any retroactive payments.

The above amounts will be prorated to actual time worked for employees who do not complete a school year due to starting late or leaving early.

- b. Upon completion of the required enrollment form, option group employees will also be eligible for VSP II vision plan, paid by the Board.

OPTION GROUP

This section is applicable only to employees NOT utilizing a health insurance subsidy.

Employees Regularly Scheduled to Work
Thirty (30) Hours or More Each Week-----Shall Receive:

- 1. Sixty-five dollars (\$65) per month **cash in lieu of health insurance.**
- 2. A Vision Plan

Employees Regularly Scheduled to Work Fifteen (15) to Twenty-nine(29) Hours or More
Each Week **for the 1997-98 and 1998-99 School Years: Sixteen (16) to Twenty-nine
(29) for the 1999-2000 School Year: Seventeen (17) to Twenty-nine (29) for the
2000-2001 School Year-----Shall Receive:**

- 1. Forty-five (\$45) per month **cash in lieu of health insurance.**
- 2. A Vision Plan

COST CONTAINMENT OF INSURANCE

Both the Board of Education and the unions (REA/RESPA) shall make a definite and serious commitment to study and review cost containment and possible premium reduction options of all insurance's.

All parties pledge to report to the Board of Education and respective unions possible plans which can reduce costs.

ARTICLE XVII

MEDICALLY FRAGILE STUDENTS

1. Prior to any bargaining unit member performing health care related services to students required by an IEPC, written authorization signed by a licensed physician and the student's parent(s)/guardian(s) shall be received by the District and available to the bargaining unit member. Such authorization should include specific health care related procedures that are to be performed, the underlying condition calling for such services and the specific conditions under which the services are to be provided. (See Appendix B)
2. Any bargaining unit member who has medically fragile student assigned to him/her will be trained by license medical personnel in conjunction with the child's parent to handle the student's special health care needs.
3. The District agrees to supply the bargaining unit member with the necessary communication equipment to allow direct communication with appropriate licensed medical personnel (i.e., portable phone, etc.).
4. Any bargaining unit member working with any school student is covered as an agent for the school under the Board's liability policy in the amount of \$3,000,000. The insurance shall specifically cover personal liability for the employee(s) providing such services. The Association will be provided a copy of the policy and any applicable riders annually upon request.
5. The employee shall not be required to provide any supplies or equipment necessary for the services to medically fragile students.
6. If the preceding five Steps are not followed, the bargaining unit member has the right to refuse to perform the health care procedures requested. The employee shall promptly notify, in person, a responsible administrator if he/she cannot perform the required procedures. Such notice should be as far in advance as possible.

ARTICLE XVIII

NO INTERRUPTION OF EDUCATION

The Board and the Association recognize that their primary responsibility is to the children of the District, and declare that their mutual objective is to provide those children with a proper education. To that end, it is agreed that during the life of this Agreement, they will not permit, cause or encourage any interruption, disturbance, or interference with the continuous, normal education of such children by sanction, concerted activity or otherwise, and that any difference of opinion or dispute which there may be between or among themselves will be resolved by the methods provided herein including arbitration, and will not be allowed to affect in any way the normal education afforded the children of the Rockford Public School District.

ARTICLE XIX

SUPREMACY CLAUSE

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board of Education.

ARTICLE XX

SUBCONTRACTING

The right to contract or subcontract is expressly vested in the Employer. The Employer agrees, however, that contracting or subcontracting of bargaining unit work will not be utilized to deny bargaining unit members their regularly scheduled and normal working hours. The Employer retains the right to contract or subcontract work which can not be performed by existing regular employees during their regular work schedule in addition to their regular duties. The Employer further retains the right to contract or subcontract work for which existing equipment and/or material is not sufficient to attain the desired quality and/or for work which existing employees are not already trained and qualified to perform.

Notwithstanding the preceding provisions of this Article, the Board of Education and Administration reserves the unqualified, exclusive right to continue its past practices of subcontracting which includes, by way of illustration and not limitation, the following:

1. The use of parent, persons or non-bargaining unit members as volunteers.
2. The utilization of persons who have skills i.e., electricians, plumbers, H.V.A.C., carpet installation, etc.
3. The use of construction persons in buildings, renovations, etc.
4. The use of persons which may aid the School District in property maintenance i.e., blacktop re-surfacing, roofing, copy machines, masonry and cement work, communications systems, excavating and anything of a like and similar nature.
5. The use of persons for services/repairs i.e., landscaping, sprinkling systems installation, water pump, playground equipment, etc.
6. Any and all items/work which are part of a bond issue, building and site issue or of an emergency nature.
7. Services and/or repairs which are needed to be timely completed to provide for the safe and continuous operation of the School District.
8. The use of substitutes or temporary employees.

ARTICLE XXI

RETROACTIVITY

Full retroactivity back to July 1, 1997

**ADDENDUM:
APPLICABLE ONLY TO CHILDCARE WORKERS**

I. SALARY

- A. Each employee working at least one-half (1/2) of the school year session will move one (1) Step at the beginning of the next summer session.
- B. For number of days for which pay is granted see A.4 and A.5.
- C. Effective July 1, 1994.

CHILDCARE WORKERS SALARY SCHEDULE

STEP	1996-1997	1997-1998
1	\$19,724.00	\$20,266.00
2	20,467.00	21,030.00
3	20,609.00	21,176.00
4	21,003.00	21,581.00
5	21,492.00	22,083.00
6	21,979.00	22,583.00
7	22,474.00	23,092.00
8	22,964.00	23,596.00
9	23,439.00	24,084.00
10	23,894.00	24,551.00

D. Method Of Payment

There will be twenty-six (26) payments with a possible lump sum option.

E. Longevity

Each full-time employee, i.e., seven (7) hours per day for the year, who has been employed by the Board for fifteen (15) or more years as of September 30 of any year shall be paid \$375.00 payable at the conclusion of each year.

Each full-time employee who has been employed by the Board for twenty (20) or more years as of September 30 of any year shall be paid \$500.00 payable at the conclusion of each year.

(Note: The first year of employment is the entire school year. The employee must be employed on or before September 30 of that year.)

II. **INSURANCE**

- A. Health Insurance Super Care I-----For all who are eligible
- B. Dental Insurance 80/80/80-\$1000 orthodontic maximum-----For all who are eligible
- C. Vision Insurance----For all who are eligible
- D. Life Insurance:\$25,000----For all who are eligible

III. **LEAVES**

- A. Sick Leave Days
 - 1. Summer session - One (1) day
 - 2. School year session - Ten (10) days
- B. Leave without pay request for more than five (5) working days must be filed with the Personnel Office not less than three (3) working days prior to the beginning of such leave. Approval or disapproval shall be submitted to the employee as soon as practicable.
- C. Unused leave time shall be cumulative and shall be credited to the employee's leave time bank. Accumulation of unused leave time is 155.
- D. Any employee absent because of personal illness or injury or on orders of his/her physician to remain absent from duty due to exposure to disease may be required by the Superintendent of Schools or his/her designee to report to the Board of Education physician for an examination.

IV. **RETIREMENT**

- A. Child-care workers with ten (10) years continuous service in the District shall be entitled to a payment of \$5.00 per day if the accumulated sick days are one hundred (100) or less, \$6.00 per day if over 100 for each unused accumulated sick leave day upon separation from employment provided they meet the following conditions:
 - 1. The employee shall be in good standing (no discharge charges filed) and the separation shall be by voluntary resignation.
 - 2. The employee provides the District with a written resignation by March 1 effective at the end of the current school year.

V. PROFESSIONAL GROWTH

Each full-time employee, (i.e., seven [7] hours per day) after the first semester of employment (prior to the beginning of the semester in which he/she is enrolled) shall be reimbursed the tuition cost for courses taken within the metropolitan area for college courses following satisfactory completion (grade "C" or better) of the course. Maximum hours shall be six (6) semester hours or nine (9) term hours per year, provided that the course is directly related to the assignment of the employee. Prior approval or disapproval will be required from the Personnel Office.

The Board of Education shall pay the cost of tuition for any class the employee is required to take in order to increase their knowledge or to improve their teaching skills. Tuition reimbursement shall be the average semester hour cost of attending G.V.S.U., W.M.U. or M.S.U. on-campus.

VI. REIMBURSEMENT FOR DAMAGE TO PERSONAL ITEMS

In the event of an assault by a student(s) on an employee, while the employee is acting in the line of duty, causing damage to the employee's personal property (excluding jewelry and watches) the Board shall make an equitable financial settlement for such damage with the employee involved. Such damage shall be reported immediately to the building administrator.

VII. AUTOMOBILE VANDALISM AND THEFT

A. Employees shall be reimbursed for damage to the employee's automobile because of vandalism or theft at the rate of up to \$75.00 on the first claim and total payment on second or more, subject to the following conditions for the term of this Agreement:

1. The employee was acting as an employee when the loss occurred.
2. The automobile was in the parking area designated by the Board.
3. The automobile was locked with the windows closed in case of damage or theft to the inside of the automobile.
4. The items damaged or stolen were attachment to or regular accessories of the automobile.
5. The damage was reported to the employee's immediate supervisor, in writing, no less than two (2) working days after the discovery of the same.

VIII. TRANSPORTING STUDENTS

Damage that occurs due to transporting students shall be referred to the Special Education Office.

LETTER OF UNDERSTANDING

The Rockford Board of Education ("Board") and the Rockford Education Support Personnel Association, MEA/NEA ("Association") in arriving at a labor contract for 1988-1991 have reached a number of agreements and understanding regarding the application of the contract. These understandings and agreements are as follows:

A. *JOAN JORGENSON*

The Board and the Association agree that for the duration of her employment, Joan Jorgenson, the Junior High Library Assistant, shall continue to be considered within the secretary classification for the purpose of representation and wage determination. Should the position become vacant and be filled at any time in the future, it will be classified as a paraprofessional position subject to the provisions of this Collective Bargaining Agreement unless the duties are substantially changed and make such placement inappropriate.

B. *SEVERANCE SAVINGS PROVISION*

The Board and the Association understand and agree that all Custodial/Maintenance employees, Cooks and Bus Mechanics employed (date of hire) prior to July 1, 1988, shall retain these rights specifically agreed to in the previous Agreement as follows:

1. A terminal leave payment of one-half (1/2) of the total accumulated sick leave at the time of retirement will be paid upon retirement to employees hired prior to July 1, 1974, provided written notice is given three (3) months prior to time of retirement. The employee must have ten (10) years of continuous service and meet the minimum requirement of the State of Michigan retirement system to qualify.

2. Beginning with the 1974-75 contract, only those employees who are full-time (7 hours per day or more) will be eligible for terminal leave pay. All eligible employees hired before July 1, 1974, will be covered under the provision as stated in Section A.

C. FOOD SERVICE/CANTEEN SERVICES

To minimize the impact of the transition to supervision of the food service program by Canteen Services, the Board and the Association agree to the following conditions:

1. For cooks employed in 1987-88, there will be no reduction in hours for the school year 1988-91;
2. There will be no subcontracting of food service unit work for the life of this contract, 1988-91;
3. To the extent that the following named employees' hours of employment during the 1987-88 school year made them eligible for Board paid health insurance benefits, they shall remain eligible as full-time employees unless reductions in the program reduce their regularly scheduled and assigned hours to less than twenty-five (25) hours per week:

Dolores Bradley
Dorothy Hill
Ellen Jones
Nancy Novenske
Betty Russell
Rosella Russell
Barbara Terry

4. To the extent that Marilyn Mutchler and Cheryl Walker qualified for the cooks' wage during the 1987-88 school year, they shall remain eligible for that wage rate.
5. To the extent that the employees listed in C-3, above, qualified for early retirement benefits under paragraph 2, above, they shall remain eligible as full-time employees.

D. SPECIAL EDUCATION DRIVERS

The Rockford Board of Education and the Association understand and agree that the assignment of Special Education runs to Special Education drivers shall be handled in the following priority:

1. Meradell Eberlein
2. Jean Oostdyk
3. Edna Hines
4. All drivers thereafter shall be given priority in accordance with their seniority within the bus driver classification.

DURATION OF AGREEMENT

This contract will be effective for the 1997 - 2001 school years starting
August 25th, 1997.

KENT COUNTY EDUCATION
ROCKFORD EDUCATION ASSOCIATION
ROCKFORD, MICHIGAN

ROCKFORD BOARD OF EDUCATION
ROCKFORD PUBLIC SCHOOLS
ROCKFORD, MICHIGAN
KENT COUNTY

Karen Hamelink

By: _____
K. C. E. A. President

By: *David G. Bursch*
Its President

By: *Meradell Eberlein*
R. E. S.P.A President

By: *Kathleen M. Remington*
Its Secretary

By: *James M. Hunt*
Its Chief Spokesman

By: *David S. Stebbins*
Its Superintendent of Schools

By: *Jean Boyd*
Committee Member

By: *James Hafel*
Its Assistant Superintendent
for Human Resources

By: *Jan A. Forman*
Committee Member

By: *James Hafel*
Its Chief Spokesman

By: *Pat Fessenden*
Committee Member

By: *Steve [Signature]*
Its Assistant Spokesman

By: *Pat Schaub*
Committee Member

By: *William D. Huber*
Uniserv Director

**HEALTH CARE PROCEDURE AUTHORIZATION
FOR MEDICALLY FRAGILE STUDENTS**

Name: _____

Address: _____

Parent/Guardian: _____

Address: (if different) _____

Physician: _____ Phone: _____

Note to physician: Should you have any questions regarding this request, please contact

(teacher) _____ at _____

or the Director of Special Services _____ at _____

I. Verification of Medical or Health Status:

- A. Attach pertinent reports or records (see signed Release of Information).
- B. Identify any medical or health concerns that are not addressed in A above.

II. Procedures/Interventions:

- A. List health care procedures/interventions required and their frequency.
- B. Identify any additional restrictions or modifications in school activities or health care that would be necessary for the student to participate in the school.
- C. Identify additional special equipment, aids, restraints, or mobility assistance needed for the student to safely participate in school.

- D. Identify training required for staff to provide the supervision or interventions addressed in II A.

III. Recommendations for Transportation and School Attendance:

(1) Based upon the above information and identified procedures, this student is able to be safely transported to and from and attend school and, therefore, transportation and school attendance is recommended.

(2) Based upon the above information and procedures, this student is NOT able to be safely transported to and from school and, therefore, transportation is not recommended.

(3) Based on the above information, it is recommended that the Individualized Educational Planning Committee (IEPC) be convened to determine appropriate school and support services.

Signature of Physician

Date

Signature of Parent/Guardian

Date

LETTER OF UNDERSTANDING

The Rockford Public Schools and the RESPA agree that two representatives of RESPA's choosing shall be invited to Administrators' Meeting in September to observe and provide suggestions regarding the assignment of paraprofessional duties. This letter shall remain in effect for the duration of the 1994-1997 collective bargaining Agreement.

The parties acknowledge that, beginning with the second year of the Agreement, the District may be required by applicable state law to bid health insurance in order to receive or maintain a full foundation grant. In that event, the District will bid the health insurance benefits as stated in this Agreement, equal to or better than existing carrier and program, but the District will not be obligated to provide such benefits via the carrier(s) stated in this Agreement. However, the District will bargain with the Association concerning the implementation of any change in carrier(s) as the result of such bid.

The parties also acknowledge that, beginning with the second year of the Agreement, the District may be required by applicable state law to bid the provision of support services in order to receive or maintain a full foundation grant. In the event, nothing in this Agreement will preclude the District from bidding such support services. However, the District will bargain with the Association concerning the effects of the subcontracting support services as the result of such bidding.

GRIEVANCE REPORT FORM
ROCKFORD PUBLIC SCHOOLS

Grievance # _____ Date Filed: _____

(Submit to Supervisor in Duplicate)

STEP 1:

A. Date Case of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

C. Date of Initial Verbal Meeting with Supervisor: _____

D. Position of Grievant: _____

Signature of Grievant Date

STEP 2:

A. Date of Second Meeting with Supervisor: _____

B. Disposition by Supervisor: _____

Signature of Supervisor Date

C. Position of Grievant: _____

Signature of Grievant Date

(Submit to Superintendent of Schools or His/Her Designee)

STEP 3:

A. Date of Meeting with Superintendent of Schools or His/Her Designee: _____

B. Disposition by Superintendent of Schools or His/Her Designee: _____

Signature of Designee Date

STEP 4: Board Consideration

A. Grievance Submitted to Board: _____

B. Disposition by Board: _____

Signature of Board Agent Date

STEP 5: Arbitration

A. Date Submitted to Arbitration: _____

B. Disposition of Arbitration: _____

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