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6/30/99

AGREEMENT

BETWEEN THE

ROMEO COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND THE

ROMEO EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

1997-99

Romeo Community Schools

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WITNESSETH, this Agreement is entered into by and between the Board of Education of the Romeo Community Schools of Romeo, Michigan, hereinafter referred to as the "Employer", and the Romeo Educational Support Personnel Association, hereinafter referred to as the "Association".

A sound educational program as affects the best interest of the children of the community is the primary objective. The Employer and the Association mutually agree to provide the best possible education for the children of the school district. To this end, the Employer and the Association dedicate their efforts.

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

The Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE I
RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of 1947 as amended by Act 379 of the Michigan Public Acts of 1965, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all Employees included in the following bargaining unit: all full-time and regular part-time secretarial/clerical and teacher assistant/paraprofessional personnel; excluding supervisors, secretary to the Superintendent, secretary to the Executive Director for Business Affairs, secretary to the Assistant Superintendent for Human Resources and Administrative Services, assistant bookkeeper/payroll (see Letter of Understanding), and all others.
- B. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.
- C. Student helpers, cooperative education students, and any other student aides, all non-regularly employed temporary or substitute personnel employed as clerks or secretaries are excluded from the bargaining unit. However, the parties agree that these classifications will not be used to supplant the regular clerical Employee.

ARTICLE II
MANAGEMENT RIGHTS

- A. It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Employer, except those who are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing.
 - 2. The right to establish, modify, or change any work or business or school hours or days.
 - 3. The right to direct the working forces, including the right to hire, promote, transfer, discipline, and/or reassign employees, assign work or duties to employees, provided that the work and/or duties are reasonably related to the employee's classification, determine the size of the work force, and to lay off employees.

4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distribution, disseminating, and/or selling its services, methods, schedules, and standards of operation, the means, methods and processes of carrying on the work, and the institution of new and/or improved methods or changes therein.
 5. Adopt rules and regulations.
 6. Determine the qualifications of employees.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings, or other facilities.
- B. The policy-making functions rest exclusively with the Board.
- C. All of the above items shall not be in conflict with the specific provisions of this Agreement.
- D. It is recognized that previously adopted Board policies, administrative rules and regulations and past operation procedures not covered by this contract shall continue in effect.

ARTICLE III
PAYROLL DEDUCTIONS

- A. Upon written authorization from the Employee, the Employer shall deduct from the wages/salary of the Employee and make appropriate remittance for voluntary contributions to NEA-PAC, MEA-PAC, annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Employer.
- B. Upon written authorization from the Employee, the Employer agrees to deduct the professional dues or service fees from the wages/salary of the Employee.
- C. Deductions shall be made in ten (10) equal installments from the first pay of each month, September through June.
- D. The Employer agrees to promptly remit to the Association all monies so deducted accompanied by an alphabetized list of Employees for whom deductions have been made.
- E. In cases when a deduction is made that duplicates a payment that an Employee has already made to the Association or in any other situation where a refund is demanded by an Employee, said refunds are not the responsibility of the Employer.

ARTICLE IV
ASSOCIATION SECURITY

- A. On or before the 1st of September of each year, the Association shall notify the Employer of the amount of the annual dues payable by members of the Association and the equivalent amount payable by non-members pursuant to Section 10 (1) © and (2) of the Public Employment Relations Act. The Employer shall thereupon deduct such amounts in equal installments, as nearly as may be, from the paychecks of each Employee, and promptly pay such amount over to the Association or its designee.
- B. Any Employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of permanent employment shall, as a condition of employment, pay as a service fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Association; provided, however, that the Employee may authorize payroll deduction for such fee in the same manner as provided in the preceding Article, Payroll Deductions. In the event that an Employee shall not pay such service fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding Article, the Employer shall, at the request of the Association, terminate the employment of such Employee. The parties expressly recognize that the failure of any Employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
- C. The Association, in all cases of discharge for violation of this Article, shall notify the Employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected.
- D. If an Employee paying service fees objects to the expenditure by the Association (including RESPA/NEA) of any funds collected from the Employee pursuant to this Article, such Employee may present such objections in writing to the Association in accordance with the policies and procedures established by the Association. This challenge shall not relieve the Employee of the obligation of paying the service fee or any portion thereof pending final determination.

The remedies set forth in the Association policy shall be exclusive, and until these procedures are exhausted (including any judicial review), disputes, claims or complaints by the objecting Employee concerning the application and interpretation of this Article shall not be subject to the grievance procedure or any other administrative judicial procedure.

- E. Indemnification - The Association will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Section of this Agreement.

ARTICLE V
ASSOCIATION RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that Employees shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. The Employer further agrees that it will not directly or indirectly discourage, deprive, or coerce any Employee in the enjoyment of any rights conferred by the Act or other laws of the State of Michigan or the Constitutions of Michigan or the United States, and that it will not discriminate against any Employee by reason of the institution of any grievance, complaint, or proceedings under the Agreement, or participation in collective negotiations.
- B. The provisions of this Agreement shall be applied fairly to all Employees and without regard to race, sex, religion, marital status, age, national origin, or Association membership or non-membership.
- C. The Employer specifically recognizes the right of Employees to invoke the assistance of the Michigan Employment Relations Commission (MERC) or a mediator from such public agency.
- D. Meetings of the Association may be held in the school buildings before or after school hours provided such meetings are held while custodians are normally on duty. Written request for the use of school buildings shall be made to the appropriate building principal at least one week in advance of the proposed meeting date.
- E. The Employer agrees to make available to the Association in response to reasonable requests, such readily available public information as is necessary to administer this Agreement, to formulate contract proposals, and to process grievances.
- F. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall have the right to use the school mails to distribute Association material.
- G. The Association shall have the right to use school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies for such use and shall be responsible for proper operation of such equipment.
- H. The Employer shall approve a maximum of fifteen (15) days for Association activities at full pay. Fifteen (15) additional days shall be granted provided the Association reimburses the district for the full cost of substitutes. If there are co-op students in the building, the Employer will provide the co-op students as substitutes in the afternoons.

- I. An Employee engaged during the school day in negotiating on behalf of the Association with any representative of the Employer or participating in any grievance, including arbitration, shall be released from regular duties without loss of pay.

ARTICLE VI
SENIORITY

- A. New Employees hired into a permanent position, other than substitutes and temporary employees, shall be considered as probationary employees for the first thirty (30) work days of their first assignment.

There shall be no seniority among probationary employees. Upon satisfactory completion of the probationary period, the Employee's seniority will be computed from the first day of employment in that bargaining unit position.

- B. Seniority shall be defined as length of service within the district as a member of the bargaining unit. Accumulation shall begin on the Employee's first working day as a permanent Employee in the bargaining unit. In the event that more than one individual Employee has the same starting date of work, position on the seniority list shall be determined by lottery. Effective July 1, 1998, employees who are scheduled to work less than four hours per day or less than ninety (90) school days per year shall receive only one-half (1/2) year's credit per year for seniority.
- C. Employees in the bargaining unit during the 1981-82 school year, including laid off members, shall retain all seniority accrued to date, including seniority accrued for the probationary period.
- D. For those Employees employed by the school district who were not bargaining unit members in 1981-82, yet due to the MERC election will be added to the Association, seniority shall be granted from the first day of work in the position they have held or now hold. Said seniority accrual shall include the probationary period.
- E. Members of the bargaining unit during 1981-82 shall be granted seniority credit for employment in a previous non-Association position, which is now an Association position.
- F. The Employer shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all work sites of the district within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- G. Seniority shall be lost by an Employee upon termination, resignation, retirement, or transfer to a non-bargaining unit position.

- H. Any Employee whose employment is voluntarily terminated and who is subsequently rehired shall be considered a new Employee for the purposes of seniority accrual.
- I. Seniority shall not accrue for unpaid leaves of absence longer than thirty (30) calendar days duration.

ARTICLE VII
RETIREMENT

- A. An Employee retiring under the Michigan Public School Employees' Retirement Act shall receive a full \$50.00 for each year of service in the school district unless they have worked any year as a part-time employee. In that event, they will receive the full payment for the years that they worked full-time, and they will receive a prorated amount rounded to the nearest one-fourth of a year for only those years that they were part-time employees. A year shall be considered as having worked at least ten (10) months. This benefit may be obtained only once by an Employee.
- B. Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Employees' Retirement Act, any Employee with ten (10) calendar years of service or more may redeem all unused sick days capped at 100 days at twenty-five percent (25%) of the Employee's daily rate. However, current employees as of February 1, 1998 whose total sick days exceed 100 days will have their total number of days capped at that current number for the purpose of a retirement payout. There will be no cap on sick day accumulation for the purpose of actual sick leave usage. In the event of death, the Employee's estate will receive this benefit.

ARTICLE VIII
RESIGNATION

Any Employee desiring to resign shall file a written notice with his/her immediate supervisor at least fifteen (15) calendar days prior to the effective date.

ARTICLE IX
GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation, misapplication, or misinterpretation of the terms of this contract as expressed herein. Board policies, including changes therein, the provisions of insurance contracts, and matters remedied by administrative agencies shall not be subject to this grievance procedure.
- B. Discussion of alleged violations of this contract may be held informally at any time. Such discussion shall be held with the Employee's immediate supervisor and shall not be considered a grievance.
- C. No actual grievance shall be deemed to exist until a grievance is presented in writing to the appropriate administrative level involved with the grievance at which the grievance can be

resolved. All grievances will be presented in writing on the form provided.

- D. The term "days" as used in the Grievance Procedure shall be interpreted as work days when school is in session. During the summer recess, "days" shall mean Monday through Friday, excluding legal holidays.
- E. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision of relief requested. In exceptional circumstances, extensions in time may be granted when so requested in writing and by mutual agreement. Such request must be filed within the normal appeal period.
- F. The Association shall inform the Employer by the first Monday in October of each school year the names of the members of the Association Grievance Committee. At any grievance hearing, one member of this Committee and/or representative of the Association shall represent the Association in the presentation of the grievance.
- G. The Employer hereby designates the appropriate administrator to act as its representative at Level One as hereinafter described and the Superintendent, or the designated representative, to act at Level Two as hereinafter described.
- H. Grievances may be presented by an Employee or a group of Employees, or by an Association representative for an Employee or group of Employees, or by the Association.
- I. Should the grieving party or parties fail to institute the grievance or appeal a decision within the time limits specified, all further proceedings shall be barred and the grievance shall be considered terminated.
- J. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when the grievant(s)' or their representative's normal work hours.
- K. Any adjustment made by the parties as a result of any grievance review shall be consistent with the terms and conditions of this Agreement.
- L. Informal Level

In the event an Employee or the Association believes that a grievable incident has occurred, the Employee shall request a meeting with the supervisor involved within fifteen (15) work days of the occurrence of such grievable incident. If the grievant is dissatisfied with the result of the meeting or the supervisor fails or refuses to provide such meeting within five (5) work days of the request, the claim or complaint may be formalized in writing as provided hereunder.

Formal Level One

If a complaint is not resolved in a conference between the Employee(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within ten (10) days of the meeting between the supervisor and the affected Employee(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of

the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

If the grievant(s) or the Association is not satisfied with the disposition of the grievance at Level One or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or the designated representative at Level Two.

Formal Level Two

A copy of the written grievance shall be filed with the Superintendent or the designated representative as specified in Level Two with the endorsement of the approval or disapproval of the Association.

Within three (3) days of the receipt of the grievance, the Superintendent or the designated representative shall arrange a meeting at the earliest mutually agreeable date with the grievant, grievants, or Association President's representative, to discuss the grievance. Within seven (7) days of the discussion, the Superintendent or the designated representative shall render the decision in writing including the reason for the decision, transmitting a copy of the same to the grievant, the principal(s) or director(s) of the building(s) in which the grievance arose, and the designated representative(s) of the Association.

N. Binding Arbitration

If no decision is rendered by the end of the seven (7) day period following the discussion, or if the decision is unsatisfactory to the Association, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within thirty (30) days from the date of the decision rendered in Level Two above.

O. Powers of the Arbitrator

It shall be the function of the arbitrator, and the arbitrator shall be empowered, except as the powers are limited below, after due investigation, to make a recommendation in cases of alleged violation, misapplication, or misinterpretation of the specific Articles and Sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish new wage scales or change any wage established in this contract.
3. The arbitrator shall have no power to change any practice, policy, or rule of the Board except as these practices, policies or rules are in violation of this contract. The arbitrator's powers shall be limited to deciding whether the Employer has violated, misinterpreted, or misapplied Articles or Sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein

remains within the reserved and legal rights of the Employer.

4. Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule the question of arbitrability. Should it be determined that the matter is not arbitrable, it shall be referred back to the parties without recommendation on its merits.
5. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
6. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. If the arbitration is held during school time, individuals needed at the hearing shall be released at no diminishment of benefits. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE X ASSIGNMENT AND TRANSFER

- A. Employees will be assigned to buildings in accordance with the needs of the Employer.
- B. Employees desiring a job transfer shall submit such a request in writing to the Assistant Superintendent for Human Resources and Administrative Services through the building principal or supervisor stating the reasons for desiring a change.
- C. Temporary transfers should be allowed to promote efficiency or meet an emergency.
- D. Unrequested transfers will be minimized and avoided where possible.
- E. Whenever employees change to a new position, a reasonable in-service period of at least two work days will be allowed to acquaint those individuals with a working knowledge of the job.

ARTICLE XI DISCHARGE, DEMOTION AND DISCIPLINE

- A. Discharge, suspension, discipline, or demotion of any Employee shall be made only for reasonable and just cause.
- B. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously; provided, however, that any offense involving moral turpitude shall be grounds for dismissal whenever discovered.
- C. Written reprimands shall become a part of the Employee's personnel record. A copy shall be provided to the Employee. It is understood that the Employer will provide the Association a copy of all formal and written disciplinary actions except in those cases where the Employee does not desire the Association to be informed. Written reprimands

shall be removed upon the Employee's request from the personnel records of said Employee if the action resulting in the reprimand has not reoccurred during the last two (2) years.

- D. An Employee will have the right to review the contents of all records of the district pertaining to said Employee originating after initial employment and to have a representative of the Association accompany him/her to such review.
- E. Any complaint made against an Employee by any parent, student, or other person will be promptly called to the attention of the Employee. Any complaint not called to the attention of the Employee within seven (7) work days may not be used as the basis for any disciplinary action against the Employee.

ARTICLE XII VACANCIES

- A. A vacancy is defined as a newly created position or a position which has been vacated due to illness, leave of absence, resignation, or retirement.
- B. A temporary vacancy is a position which occurs as a result of an Employee being absent from his/her position for a period of twenty (20) work days.
- C. The Employer will post and publicize vacancies within the Association in the work sites of the school district. No vacancy shall be filled, except in case of emergency, on a temporary basis until such vacancy shall have been posted for seven (7) calendar days. The Association President and Secretary shall receive postings during the summer months. Any Employee who has left a self-addressed, stamped envelope with the Assistant Superintendent for Human Resources and Administrative Services shall also receive postings during the summer.
- D. Employees interested in the vacancies shall apply in writing within seven (7) calendar days and shall be interviewed. Notification in writing shall be made to the selected applicant, and those not selected, within seven (7) calendar days after the position has been filled. Those not selected will also receive the reasons for nonselection. Vacancies shall be filled within ten (10) work days of the day of posting.
- E. The Employer declares its support of a policy of promotion from within the school district.
- F. In filling a vacancy, the Employer agrees to give due weight to the qualifications of all Association applicants. When qualifications are equal between Employees applying for the same vacancy, seniority shall prevail.

ARTICLE XIII
LAYOFF AND RECALL

A. A layoff shall mean a reduction in the work force due to a decrease of work, a lack of operating funds, or reduction in enrollment. An Employee shall be notified in writing at least twenty (20) work days prior to the end of his/her work year. In the event an emergency arises due to lack of finances and/or enrollment loss, the Employer shall notify the Association and affected Employees in writing twenty (20) work days prior to any layoff.

B. In the event of layoff, the order of layoff shall be:

- First: Temporary Employees
- Second: Probationary Employees
- Third: Least senior Employees

In no case shall a new Employee be employed by the Employer while there are laid off Employees who are qualified for the vacant or newly created position.

C. According to seniority, as defined in Article VI, Employees whose positions have been eliminated due to reduction in the work force or who have been affected by a layoff shall have the right to bump the least senior Employee to assume a position for which they are qualified as defined in Appendix B.

D. In the event of a reduction or increase in his/her work hours, except as altered in Article XVI A., an Employee shall be eligible to bump into a position held by an Employee of less seniority according to the following procedures in the following order:

1. Same number of hours

Same classification

- a. Least senior Employee with the same number of weeks per year (if none, go to 1. b.).
- b. Least senior Employee with a lesser amount of weeks per year (if none, go to 1. c.).
- c. Least senior Employee with a greater amount of weeks per year (if none, go to 2).

2. Higher classification

The Employee will be allowed to test for a position in a higher classification, if another Employee has less seniority than the affected Employee. Then, if the Employee passes the required tests, s/he will be allowed to bump into the position in the higher classification (if not, go to 3. a.).

3. Lower classification

- a. Least senior Employee with the same number of weeks per year (if none, go to 3. b.).

- b. Least senior Employee with a lesser amount of weeks per year (if none, go to 3. c.).
- c. Least senior Employee with a greater amount of weeks per year (if none, go to 4.).

4. Different number of hours

Repeat 1. a. to 3. c.

Those Employees subsequently displaced may exercise their rights as stated above.

Employees who are affected by the above situation shall have the option of exercising their seniority to bump, if eligible.

In no case shall a reduction of any Employee's work hours take effect until the Employer gives fifteen (15) work days written notice to the affected Employee(s).

- E. In the event of a reduction or increase in the work hours, an Employee may exercise his/her bumping rights within his/her classification. In no case shall a reduction of any Employee's work hours take effect until the Employer gives fifteen (15) work days written notice to the affected Employee(s).
- F. Laid off Employees shall be recalled in reverse order of layoff to any position for which they are qualified as defined in Appendix B.
- G. Notice of recall shall be sent by certified mail to the address shown on the Employee's records. It is the responsibility of the Employee to maintain a current address with the Employer or recall rights will be waived. The recall notice shall state the details of the position offered and the established starting date. The recalled Employee shall be given a maximum of ten (10) calendar days from receipt of the notice to respond or all recall rights will be waived.
- H. Employees have the right to decline recall to positions which are of a different class from the class the Employee held prior to layoff, or has fewer hours, and retain all recall rights. Employees do not have the right to decline recall to positions of the same class the Employee held prior to layoff. Refusal to accept this position will result in termination and the Employee's future recall rights.
- I. Employees on layoff shall accrue seniority.
- J. Upon hiring of any co-op employee, the Employer shall notify the President of the Association of said hiring. Notification shall include the job responsibilities of the co-op student.

ARTICLE XIV
LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave shall be granted to all Employees at the rate of one (1) day per calendar month per work year of the Employee. This sick leave shall be put at the disposal of the Employee on July 1, less days contributed to the sick leave bank. Accumulation of unused sick leave days shall be limited to a maximum of three hundred (300) days.
2. Sick leave shall be granted for:
 - a. Personal illness, disability, or quarantine of an Employee or the Employee's living quarters or illness of a child, spouse, parent, or spouse's parent
 - b. Providing care of a grandparent, or spouse's grandparent, for up to four (4) days for each person per year in case of illness or accident

Reasons for sick leave other than those listed will be determined by the Superintendent or representative.

3. Each Employee covered by this Agreement shall be notified of the accrued number of sick leave days at the beginning of the school year.
4. Any Employee covered by this sick leave policy not fulfilling the contract either by resignation or dismissal shall have the sick leave prorated for the year and shall be required to repay to the Employer any payments received to which the Employee was not entitled.
5. Any Employee covered by the sick leave policy, whose personal illness extends beyond the period compensated for such sick leave, may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Such leave shall be limited to one (1) year, renewable at the Employer's option on written request.
6. The Employer is given the right to have an examination of an Employee sick for any length of time by a physician of its own choosing at the Employer's expense.
7. The Employer requires that an Employee sick for more than ten (10) work days, before returning to work, shall present the Employer with a certificate of good health indicating that the Employee is physically and mentally able to return to work without danger to the students, teachers, or self.
8. When an Employee is absent an additional number of days over the sick leave allowance, the full daily wage shall be deducted, with the exception that the Employee may qualify for the sick leave bank benefits.
9. In case of absence due to injury or illness incurred in the course of employment for

which the Employee receives benefits under the Michigan Workers' Compensation Act, the Employer shall pay the difference between the amount paid for compensation and the amount due under the Employee's regular pay rate to the extent of the Employee's accumulated days remaining in the individual sick leave bank. A prorated amount of time shall be deducted from the sick leave bank for payments made under this Section.

B. Sick Leave Bank

1. The Employer and Association will cooperate in the establishment of a sick leave bank. All employed Association Employees covered by this Agreement shall participate.
2. Two (2) days of each Employee's sick leave will be deposited in the sick leave bank each year until it is built up to a maximum of one hundred (100) days. No more days will be added to this maximum until the sick leave bank is depleted to forty (40) days. The sick leave bank will then be built up again to one hundred (100) days and the process repeated.
3. Additions will be made to the sick leave bank at the beginning of each fiscal year according to the above limitations. If the sick leave bank is depleted during a fiscal year, Association Employees will deposit days to build it up to one hundred (100) days.
4. An Employee withdrawing from the sick leave bank will not be allowed to withdraw contributed days.
5. The first twenty (20) work days of an Employee's illness or disability will not be covered by the sick leave bank but must be covered by the Employee's own accumulated sick leave or absence without pay.
6. Employees withdrawing sick leave days from the sick leave bank will not be required to replace these days except as a regular contributing member of the sick leave bank.
7. The President of the Association will meet with the Assistant Superintendent for Human Resources and Administrative Services to certify all transactions of the sick leave bank as well as the accuracy of additions and deductions from the sick leave bank.
8. The Association recognizes the responsibility of each member to use sick leave for its intended purpose.
9. A maximum of forty-five (45) days during one school year may be drawn by one individual from the sick leave bank.
10. Nothing in this Article shall be construed as placing any obligation on the Employer to advance or loan additional sick leave days to the sick leave bank should all days be used up in any period or periods of its operation.

11. The district will be required to pay sick leave benefits for no more than sixty-five (65) consecutive days (combined personal and sick leave bank days) for any specific illness. Any Employee covered by this sick leave provision whose illness extends beyond the provision of this Section may participate in the long-term disability insurance program if they so qualify. An individual, however, may use their personal sick leave days for any unrelated subsequent use of sick leave benefits.

C. Business Days

1. In addition to sick leave days, two (2) additional days per year shall be granted to each Employee for business and shall not be accumulative. Two (2) business days shall be granted without specifics. In the event an Employee must take two (2) consecutive business days, the reason must be made known to the principal or immediate supervisor. Reasons will be kept confidential if requested. The request must be on a "Request for Leave Day(s)" form at least one (1) week in advance of the intended date of absence and have the approval of the Employee's principal or supervisor, except in cases of emergency.
2. Absence for business should not be requested on the day prior to or immediately following a holiday period except in an emergency.
3. Any Employee not using either of his/her business days in a given school year will have two (2) sick leave days added to his/her personal sick leave bank the following year.
4. Any Employee taking no more than one (1) sick leave day in a school year will receive one (1) bonus day the following year. An Employee taking no sick leave days in a school year will receive two (2) bonus days the following year. Such days shall accumulate up to five (5). If unused, these days shall be placed in the individual's sick leave bank.
5. Employees who have accrued seventy-five (75) days of sick leave may convert one (1) sick leave day to one (1) bonus day each year. Employees who have accrued one hundred (100) days of sick leave may convert two (2) sick leave days to two (2) bonus days each year. Employees who have accrued one hundred twenty-five (125) days of sick leave may convert three (3) sick leave days to three (3) bonus days each year. Employees who have accrued one hundred fifty (150) days of sick leave may convert four (4) sick leave days to four (4) bonus days each year.

D. Childbearing and Child Care Leave

1. Childbearing is treated in a similar manner as any disability and will commence upon the request of the Employee with a doctor's note stating the date when the disability period shall commence.
2. The Employee shall be permitted to return to work at the conclusion of the postnatal period with written authorization of the physician that the Employee is physically able and capable of performing all duties and functions of the job.

3. An unpaid leave of absence may be granted to any Employee for the purpose of child care, including adoption, not to exceed one (1) year. Said leave shall commence upon request of the Employee and the approval of the Board.

E. Unpaid Leaves of Absence

1. An Employee may be granted a leave of absence for personal reasons, without compensation or other benefits, for a period of up to one (1) year, provided such leave does not injure the program of the school. Written application for such leave shall be made to the Assistant Superintendent for Human Resources and Administrative Services.
2. No scheduled salary adjustments, seniority, or retirement credit are allowed for such leave.
3. An Employee on leave who accepts other employment while on leave of absence shall be deemed to have terminated.
4. Veterans will be entitled to reemployment rights as provided by law.
5. An Employee granted a leave for six (6) months or more must give written notice of the desire to return at the expiration of the leave to the Assistant Superintendent for Human Resources and Administrative Services at least sixty (60) calendar days prior to the expiration of the leave.

F. Bereavement Leave

1. Employees shall be granted up to three (3) bereavement leave days per incident in case of death in the immediate family. Immediate family shall be defined as: spouse, child, parent, brother, sister, grandparents, in-laws, grandchildren, spouse's grandparents, or member of the immediate household not related. No more than one (1) day shall be granted in the death of a close associate or other relative.
2. Employees may request additional days per incident using accumulated sick leave days.

G. Jury Duty Leaves

Absence for jury service by an Employee is recognized by the Employer as approved leave and will not be chargeable to accumulated sick leave. The Employer agrees to pay the difference between jury payment and the Employee's regular daily wage.

H. Subpoena Leave

Absence for court subpoena by an Employee is recognized by the Employer as an approved leave and will not be chargeable to accumulative sick leave or business days. The Employer agrees to pay the difference between the witness fee and the Employee's regular daily rate.

I. Family Medical Leave Act (FMLA)

The Board shall grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the Superintendent or designee. When the need is foreseeable, such notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee will give as much notice as is practicable. Proper certification of the reason for the leave must be provided. A member may elect to use, in lieu of unpaid medical FMLA, his/her paid sick leave, personal leave, or any combination thereof for all or part of the duration of the leave. However, it is further understood that the employer may, at its discretion, require the employee to utilize his/her personal leave or sick leave for the extent of the FMLA leave.

At the end of the FMLA leave, the employee will be returned to the position he/she held prior to the leave, subject to Article XIII.

ARTICLE XV
INSURANCE

Upon application, the Employer will provide insurance coverage in Sections A. Hospitalization, B. Life Insurance, C. Dental, D. Disability, and E. Vision.

A. Hospitalization Insurance

The Employer will provide a hospital-medical-surgical and major medical plan similar to the following: MESSA, which includes the \$2.00 deductible for prescriptions and a \$50.00 per insured Employee deductible, or a \$100.00 per insured family deductible, per calendar year for office calls. This coverage shall include spouse, eligible dependents, and family continuation. Additional benefits may be purchased for sponsored dependents on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the Employee.

Effective July 1, 1998, a MESSA preferred Rx program with a \$5.00 copayment per generic prescription or refill will replace the \$2.00 copayment for prescription or refill in the MESSA Super Care 1 coverage.

A full-time Employee as described herein is defined as someone who works at least ten (10) months per year for the Employer, eight (8) hours minimum per day, five (5) days per week, and is not a full-time Employee of any other organization.

In keeping with the concept of true proration, the Employer will provide the type of hospital-medical-surgical coverage presently carried for each full-time Employee, and for each regular part-time Employee, and will cover the cost of the premium on a prorata basis as follows:

	<u>District Share</u>	<u>Employee Share</u>
2 hours but less than 4 hours per day, 5 days per week	25%	75%
4 hours but less than 6 hours per day, 5 days per week	50%	50%
6 hours but less than 8 hours per day, 5 days per week	75%	25%

Employees who have hospitalization coverage under a spouse's employment may elect to have double the life insurance protection they are entitled to instead of hospitalization coverage. The Employee must request this in writing to the Assistant Superintendent for Human Resources and Administrative Services.

B. Life Insurance Notification

All Employees, upon proper application, will be covered by life insurance on a group basis in the principal amount of \$20,000 with double indemnity of Accidental Death and Dismemberment (AD&D). The provisions of the group policy and the rules and regulations of the carrier shall govern as to commencement and duration of benefits and all other aspects of coverage.

This policy became effective December 1, 1987 and includes all vacation and regular summer layoff periods as long as the individual remains an Employee of the Association.

The Employer will provide a prorata amount of life insurance for those regularly scheduled part-time Employees as follows:

- \$16,000.00 term policy for Employees working 6 hours, but less than 8 hours per day, five days per week.
- \$14,000.00 term policy for Employees working 4 hours, but less than 6 hours per day, five days per week.
- \$12,000.00 term policy for Employees working 2 hours, but less than 4 hours per day, five days per week.

Employees who have hospitalization insurance coverage under a spouse's employment may elect to have double the life insurance protection they are entitled to instead of hospitalization insurance coverage. The Employee must request this in writing to the Assistant Superintendent for Human Resources and Administrative Services.

At the beginning of each school year, Employees will be notified with regard to the amount of life insurance coverage they have as well as the name of the insurance carrier. In the event the carrier is changed, this information will be included.

C. Dental Insurance

The Employer will provide a dental insurance plan for all full-time Employees, and for regular part-time Employees, and will cover the cost of the premium on a prorata basis as follows:

	<u>District Share</u>	<u>Employee Share</u>
2 hours but less than 4 hours per day, 5 days per week	25%	75%
4 hours but less than 6 hours per day, 5 days per week	50%	50%
6 hours but less than 8 hours per day, 5 days per week	75%	25%

The dental plan will provide a \$1,000.00 per person, per contract year, maximum. The dental plan will be similar to the following:

Orthodontics \$1,000.00 per lifetime maximum per person

No deductibles

Coordination of benefits (C.O.B.)

The Employer will have the choice between Aetna and Delta

Voluntary participation

80% of the reasonable and customary charges of a dentist for preventative and emergency expenses.

1. Routine oral examinations and cleaning (prophylaxis) but not more than once in any period of six (6) consecutive months.
2. Topical application of fluoride.
3. Space maintainers replacing permanently lost teeth for dependent children under 19 years of age.
4. Emergency palliative treatment.

80% of the reasonable and customary charges of a dentist for the following "general" dental expenses:

1. Dental X-rays.
2. Extractions (except those performed in connection with orthodontic treatment).
3. Oral surgery (except when performed in connection with orthodontic treatment).
4. Fillings (amalgam, silicote, acrylic, synthetic, porcelain and composite filling restoration).
5. General anesthetics (when medically necessary and administered in connection with oral or dental surgery).

6. Treatment of periodontal and other diseases of the gums and tissues of the mouth.
7. Endodontic treatment (including root canal therapy).
8. Injection of antibiotic drugs (by attending physician).
9. Repair or recementing crowns, inlays, onlays, bridgework, or dentures, or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture (not more than one (1) relining or rebasing in any period of thirty-six (36) consecutive months).
10. Inlays, onlays, gold fillings, or crown restorations (only when the tooth cannot be restored with an amalgam, silicote, acrylic, synthetic porcelain, or composite filling restoration).

80% of the reasonable and customary charges of a dentist for the following "prosthodontic" dental expenses.

1. Initial installation of fixed bridgework (including inlays and crowns as abutments).
2. Initial installation of partial or full removable dentures (including precision attachments and any adjustments during the six (6) month period following installation).
3. Replacement of an existing partial or full removable denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial or removable denture, or to bridgework, but only if satisfactory evidence is presented that:
 - a. The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or
 - b. The existing denture or bridgework cannot be made serviceable and, if it was installed while the family member was covered under this comprehensive dental expense benefits plan, at least five (5) years have elapsed prior to its replacement; or
 - c. The existing denture is an immediate temporary denture, which cannot be made permanent, and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture.

Normally, dentures will be replaced by dentures, but if a professionally adequate result can be achieved only with bridgework, charges for such bridgework will be included as covered dental expenses.

D. Disability Insurance

Disability insurance coverage will be provided by the Employer and will contain coverage in accordance with the following guidelines:

- a. The payment for disability will come into effect after the ninetieth (90th) consecutive day of disability.
- b. The benefit level will be sixty-six percent (66%) of the current daily rate of pay for each regularly scheduled work day to a maximum benefit of \$1,200.00 per month.
- c. Benefits will continue until the Employee is seventy (70) years of age.

E. Vision Insurance

	<u>District Share</u>	<u>Employee Share</u>
2 hours but less than 4 hours per day, 5 days per week	25%	75%
4 hours but less than 6 hours per day, 5 days per week	50%	50%
6 hours but less than 8 hours per day, 5 days per week	75%	25%

Vision insurance coverage will be provided by the Employer and will contain coverage in accordance with the following guidelines:

1. Examination 80% of reasonable and customary
2. Single vision lenses 80% of reasonable and customary
3. Bifocal lenses 80% of reasonable and customary
4. Trifocal lenses 80% of reasonable and customary
5. Lenticular lenses 80% of reasonable and customary
6. Frames 80% of reasonable and customary
7. Contact lenses \$32.00 per lens. 80% of customary and reasonable charges is made if visual acuity of the patient is not correctable to 20/70 in the better eye with conventional lenses but can be corrected to 20/70 or better by the use of contact lenses.
Lifetime limit for contact lenses is \$250.00

Note: Insurance provides for either glasses or contact lenses.

ARTICLE XVI
WORK SCHEDULE

A. Work schedules for Employees shall be as follows:

CLASSIFICATION I:

Special Education Teacher Assistants

The Special Education Teacher Assistants will work a minimum of two and one-half (2 ½) hours per morning session and/or two and one-half (2 ½) hours per afternoon session per day or a minimum total of five (5) hours per total day and shall work the same calendar established for students (forty-one (41) weeks). The Special Education Teacher Assistants shall be notified of the number of hours they are assigned to their current positions at least ten (10) work days prior to the start of school. These hours may be altered during the school year based upon the educational needs of students. If a position has been eliminated, the affected Employee shall exercise his/her bumping rights according to Article XIII, D. The district's share for benefits for Special Education Teacher Assistants will not be reduced during the school year.

No Employee shall be required to deal with intimate student self-care services without an adult present. There will be a designated currently available restroom that insures privacy with a stop sign "Room In Use" attached to the door. Assistants will be provided smocks.

The Board will provide one million dollars (\$1,000,000) worth of liability insurance per incident for indemnification of each employee who performs these tasks. The Board will hold each Employee harmless, if they are not grossly negligent, and provide legal representation in case of any lawsuits.

Young Fives Teacher Assistants

The Young Fives Teacher Assistants shall work a minimum of two and one-half (2 ½) hours per morning session and/or two and one-half (2 ½) hours per afternoon session per day and shall work the same calendar established for students (forty-one (41) weeks). These hours may be altered based on the educational needs of students. The schedule shall be established and Young Fives Teacher Assistants so notified ten (10) work days prior to the start of school.

Chapter 1 Teacher Assistants

The Chapter 1 Teacher Assistants will work a minimum of four (4) hours per day and shall work the same calendar established for students (forty-one (41) weeks). The schedule shall be established and Chapter 1 Teacher Assistants so notified ten (10) work days prior to the start of school.

Locker Room Teacher Assistant

The Locker Room Teacher Assistant will work a minimum of six (6) hours and fifteen (15) minutes per day and shall work the same calendar established for students (forty-one (41) weeks). The schedule shall be established and the Locker Room Teacher Assistant so notified ten (10) work days prior to the start of school.

Academic Teacher Assistants

The Academic Teacher Assistants will work a minimum of two and one-half (2 ½) hours per day and shall work the same calendar established for students (forty-one (41) weeks). The schedule shall be established and academic teacher assistants so notified ten (10) work days prior to the start of school.

A combined committee will be established whose responsibility shall be to facilitate a procedure by which work materials and lesson plans will be provided to all teacher assistants.

Clerks

The clerks will work a minimum of three (3) hours per day and shall work the same calendar established for students (forty-one (41) weeks). The schedule shall be established and clerks so notified ten (10) work days prior to the start of school.

CLASSIFICATION II:

Library Technical Assistants

The Library Technical Assistants shall work the same calendar established for teachers (forty-one (41) weeks), and the work day at the secondary level shall consist of an eight (8) hour day, Monday through Friday, and at the elementary level consist of a six (6) hour day, Monday through Friday. Library Technical Assistants shall receive the same computer and keyboard training as teachers.

Paraprofessionals/Vocational Education

The Paraprofessionals/Vocational Education will work a minimum of four (4) hours per day and shall work the calendar established by the Director of Vocational Education and approved by the Superintendent. The schedule shall be established and the Paraprofessionals/Vocational Education so notified ten (10) work days prior to the start of school.

Special Needs Secretary

The Special Needs Secretary will work a minimum of two (2) hours per day and shall work the same calendar established for students (forty-one (41) weeks).

Central Office Receptionist and Secretaries to Supervisors

The work day shall be eight (8) hours per day, and the work year shall be fifty-two (52) weeks, Monday through Friday.

CLASSIFICATION III:

Building Secretaries, Secretary to the Vocational Education Director, Secretaries to Directors, and Secretary to the Superintendent/Assistant Superintendent for Human Resources/Executive Director of Curriculum

The work year for Building Secretaries shall be forty-five (45) weeks. They shall begin the work year two (2) weeks before school starts and finish two (2) weeks after school closes, and work eight (8) hours per day, Monday through Friday.

The work year for Secretary to the Vocational Education Director, Secretaries to Directors, and Secretary to the Superintendent/Assistant Superintendent for Human Resources/Executive Director of Curriculum shall be forty-five (45) weeks. This shall not include the days between Christmas and New Years. They shall begin the work year two (2) weeks before school starts and finish two (2) weeks after school closes, and work eight (8) hours per day, Monday through Friday.

Secretaries to the Director of Community Services

1. The work day shall be eight (8) hours per day, and the work year shall be fifty-two (52) weeks, Monday through Friday.
2. The work day shall be eight (8) hours per day, and the work year shall be forty-five (45) weeks, Monday through Friday.

Secretary to the Director of Buildings and Grounds

The work day shall be eight (8) hours per day, and the work year shall be fifty-two (52) weeks, Monday through Friday.

Secretaries to the Special Services Director

1. The work day shall be eight (8) hours per day, and the work year shall be forty-five (45) weeks, Monday through Friday.
2. The work year shall be four (4) hours per day, and the work year shall be forty-five (45) weeks, Monday through Friday.

High School Secretary/Bookkeeper and Accounting Clerks

1. The work day shall be eight (8) hours per day and the work year shall be fifty-two (52) weeks, Monday through Friday.

2. The work day shall be four (4) hours per day and the work year shall be fifty-two (52) weeks, Monday through Friday.

Any Employee in Classification III cannot bump into any other sub-section of Classification III unless s/he is qualified as outlined in the job description.

Any forty-five (45) week employee upon his/her request and with the supervisor's approval can begin the work year two (2) weeks, three (3) days before school starts and finish one (1) week, two (2) days after school closes.

- B. Employees working more than four (4) hours per day shall be entitled to a duty free uninterrupted lunch period of not less than thirty (30) minutes. The duty free lunch period will not be considered a part of the work day. (The schedule shall be worked out with the appropriate supervisor on the Employee's first day.)
- C. Employees working five (5) hours or less shall be granted one (1) fifteen (15) minute relief period per day. Employees working eight (8) hours shall be granted two (2) fifteen (15) minute relief periods per day.
- D. Summer hours will begin after students leave and end the Friday before students return. Summer hours will be thirty-seven and one-half (37 ½) hours per week at regular weekly pay.
- E. The Employer agrees to pay time and one-half for any time in excess of eight (8) hours per day or forty (40) hours per scheduled week, except if provision for compensatory time is agreed to by the Employee and the supervisor. If compensatory time is granted, the following guidelines shall be observed. Compensatory time shall be scheduled when mutually agreeable and as soon after it is accumulated as is reasonable. The intent is to provide compensatory time the same week it is worked; failing that, the same month, but in no event later than three (3) months after the work is performed.
- F. Employees may ask to be excused from working overtime for good cause. All overtime must have prior approval of the immediate supervisor and the Superintendent or representative.
- G. The Board will provide an inservice for all Teacher Assistants and/or RESPA members when requested by the Association and when mutually agreeable topics are agreed upon in advance. These programs shall not be considered overtime.
- H. Each building school improvement team will be encouraged to have at least one (1) RESPA representative chosen by building members.

ARTICLE XVII
HOLIDAYS

- A. Holidays paid for by the Employer at the regular rate of pay shall apply to the Employees based on the number of months and hours worked during the school year. All regularly scheduled Employees shall be paid for those days that fall within their normal work year for the number of hours normally worked per day. Paid holiday schedule shall include:

	<u>1997-98</u>	<u>1998-99</u>
Independence Day	Friday, July 4, 1997	Friday, July 3, 1998
Labor Day	Monday, September 1, 1997	Monday, September 7, 1998
Thanksgiving Day	Thursday, November 27, 1997	Thurs., November 26, 1998
Day after Thanksgiving	Friday, November 28, 1997	Friday, November 27, 1998
Christmas Eve	Wednesday, December 24, 1997	Thurs., December 24, 1998
Christmas Day	Thursday, December 25, 1997	Friday, December 25, 1998
Winter Holidays		Monday, December 28, 1998 Tuesday, December 29, 1998 Wed., December 30, 1998
New Year's Eve	Wednesday, December 31, 1997	Thurs., December 31, 1998
New Year's Day	Thursday, January 1, 1998	Friday, January 1, 1999
Good Friday	Friday, April 10, 1998	Friday, April 2, 1999
Easter Monday	Monday, April 13, 1998	Monday, April 5, 1999
Memorial Day	Monday, May 25, 1998	Monday, May 31, 1999

Earned compensatory time will be granted if requested on the afternoon before Thanksgiving and/or Good Friday.

Note: If for any reason classes are in session during any of the above days, Employees will be expected to report for work at their regular rate of pay. Other days will be determined as holidays by mutual agreement should this occur.

- B. If a holiday falls on a Saturday, the holiday will be observed on Friday. If a holiday falls on a Sunday, the holiday will be observed on Monday.

Should any Employee work during the summer and be considered a twelve (12) month Employee, Independence Day shall also be considered as a holiday.

- C. It is further understood that under the concept of true proration every regularly scheduled Employee shall receive holiday pay based on only the number of hours each works per day on a normal basis and only for those days that fall within their work year as defined by the Superintendent and the immediate supervisor involved. To be eligible for holiday pay, Employees must be eligible for pay the last working day prior to the holiday and the first scheduled working day after the holiday.
- D. Effective July 1, 1998, employees scheduled to work less than twelve (12) months will receive three additional holidays between Christmas Day and New Year's Eve.

ARTICLE XVIII
VACATION

A. Twelve month employees shall receive vacation in accordance with the following chart:

1-3 years	10 vacation days
4-6 years	12 vacation days
7-9 years	14 vacation days
10 years	15 vacation days
11 years	16 vacation days
12 years	17 vacation days
13 years	18 vacation days
14 years	19 vacation days
15 years	20 vacation days

Vacation pay will be a regular day's pay.

Current employees working less than twelve (12) months will have their individual number of vacation days frozen at a level three (3) days less than the employee's 1998-1999 number of days. Employees hired after July 1, 1998 will receive no paid vacation.

B. During the first school year of employment, vacation pay will be prorated and paid in the last pay of June. It is understood that vacation pay will first be applied against the normal working days between Christmas and New Year's Day, Spring recess, and any additional earned vacation pay will be given to the Employee in the last pay of June. Employees may have the option to choose no-pay days between Christmas and New Year's Day without loss of seniority with the approval of his/her immediate supervisor. Should school be in session between Christmas and New Year's Day, vacation pay will be in addition to regular pay. It is understood that vacation pay will normally be given at the end of the school year rather than time off during the school year. However, each twelve (12) month employee can once during the school year choose to receive payment within thirty (30) days for up to ten (10) of his/her vacation days. Up to five (5) days vacation shall be granted during the school year providing the Employee has earned vacation time and has the approval of the immediate supervisor.

This request must be made on a Request for Leave Days(s) form or vacation form (for 52 week employees) at least one (1) week in advance of the intended date of absence.

C. All Employees will receive one (1) additional vacation day plus an additional mid-winter break day, if in the teachers' contract, at their regular day's pay. These days are to be used as mid-winter break vacation days for Employees who work less than twelve (12) months. Twelve (12) month Employees may use the extra vacation day(s) as a floating vacation day(s).

ARTICLE XIX
COMPENSATION

- A. Salary Schedule - The salary schedule shall be as it appears in Appendix A., which shall be attached hereto and considered a part hereof. New Employees with previous experience may be given credit for up to three (3) years of previous experience if that experience is deemed to be of value to the district. This must have the approval of the Superintendent or representative.
- B. Longevity - For all full-time Employees who work at least ten (10) months per year, eight (8) hours a day, five (5) days a week, the Board will pay longevity pay of \$750.00 beginning on their tenth (10th) anniversary of employment, \$950.00 on their twelfth (12th) anniversary, \$1150.00 on their fourteenth (14th) anniversary, \$1,350 on their sixteenth (16th) anniversary, and \$1,550 on their eighteenth (18th) anniversary. Longevity payments will be paid in a separate check on the first pay day after the anniversary date.

On the basis of true proration, all regularly scheduled part-time Employees will receive longevity pay according to the number of months worked per year and the number of hours worked per day. Payment will be made on the basis of the number of hours presently worked per day.

Any person who retires in accordance with the Michigan Public Schools Employees Retirement Act at any time during the school year, or any person who provides thirty (30) calendar days notice of a resignation in good standing, will be paid a proration of the amount coming towards their longevity.

- C. Mileage - Employees required in the course of their employment to move from one building to another during the school day or on school business shall receive reimbursement for the use of their personal automobile at the rate established by the IRS for each year.

Should the Employer raise this mileage rate during the duration of this contract, then the above rate shall be raised accordingly. Employees shall file a mileage report on a monthly basis.

- D. Pay Options - Employees must select to receive their salary in one of the following four manners:
1. Over 26 equal payments, which includes vacation pay.
 2. Over 26 equal payments, excluding vacation pay, and the vacation total payment would come in the last paycheck of the school year. Prior to April 1, an Employee may, at his/her option, notify the Assistant Superintendent for Human Resources and Administrative Services that s/he will carry over to the next contract year a maximum of five (5) vacation days.
 3. Every two weeks during the Employee's specific work year, which would include the vacation pay prorated over the work year.

4. Every two weeks during the Employee's specific work year, excluding vacation pay, and receive the vacation payment at the end of the work year. Prior to April 1, an Employee may, at his/her option, notify the Assistant Superintendent for Human Resources and Administrative Services that s/he will carry over to the next contract year a maximum of five (5) vacation days.

Such selection must be made by the end of the week preceding the first payday each year. The Employee's selection may not be changed after that date.

ARTICLE XX HANDLING OF PRIVILEGED INFORMATION

- A. It is understood by both parties that Employees have access to certain confidential information having to do with students, other employees, records, and negotiation information that must not be released except to authorized personnel.

The building principal or supervisor shall inform the Employees under the building principal's or supervisor's supervision as to those materials which should be considered as confidential and to whom the Employee is authorized to give the materials.

Any Employee guilty of disclosing privileged information to parties other than those authorized, either by intent or by avoidable error, shall be subject to immediate disciplinary action including possible dismissal.

ARTICLE XXI DEFINITIONS AND MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees shall be found contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions of this Agreement shall remain in full force and effect.
- B. In case school is canceled due to an act of God, Employees are not expected to report for work, intent being when students will be in attendance. In the event school is canceled after Employees have reported for work, the Employees will remain on the job until released by the Superintendent, intent being the effect of a smooth closing of the buildings.
- C. Special Education Teacher Assistants may be required to administer tracheotomy suctioning, catheterization (including clean intermittent catheterization), diapering, cleaning up of bodily fluids (of a repetitive nature for a particular student) and tube feeding to students if they are appropriately pretrained at Employer's expense. The Employer will provide appropriate materials, and an adult witness shall be present during these procedures. A written parental request for any service listed above must be accompanied by a written statement from a physician as to the medical need for this service.

Special Education Teacher assistants who are required to perform student self-care services, as outlined above in Article XXI C., will receive an additional stipend of \$.50 per hour.

- D.
1. The Board of Education of the Romeo School District will by Board resolution make the "dispensing of medication" part of the Employees' job description if they are to perform this task. Further, the Employer will provide one million dollars (\$1,000,000) worth of liability insurance per incident for indemnification of each Employee who performs this task. The Employer will hold each Employee harmless, if they are not grossly negligent, and provide legal representation in case of any lawsuits.
 2. It is the responsibility of an individual student to come to the school office in order for he/she to receive his/her medication. The school secretary will notify the principal if a student has failed to appear for medication.
 3. The building administrator will appoint two administrative designees other than the school secretary to dispense and/or witness the dispensing of medication to students during the normal student lunch periods. Each school will have at least two administrative designees. In the event that either of the designees are unable to perform these functions the school secretary will perform them.
 4. The school secretary will be secondary to the building administrator in making medical decisions concerning students.
- E. The Employer shall not supplant Employees with outside workers unless required by law. In the event the Employer should need to subcontract the duties of any Employee or the responsibilities of any position in the Association on a temporary basis while the hiring process takes place, the Employer and the Association shall meet to review the necessity for such subcontracting and agree upon the duration of the temporary assignment.
- F. Evaluations will be conducted at least once every two (2) years by individual administrators. If any category is marked "Needs Improvement", the Employee and the administrator will meet and mutually develop their plan to correct the situation. New Employees must be evaluated at the conclusion of their first (1st) year of employment. Failure to receive a bi-annual evaluation shall mean that the Employee has performed his/her duties in a satisfactory manner. The evaluation procedure is contained in the instruments found in Appendix D.

ARTICLE XXII
NO STRIKE CLAUSE

- A. The Association recognizes that strikes, as defined in Section 1 of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and the Association subscribe to the principal that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage, or support any strike against the Employer by any group, organization, association, or union.

CONTRACT DURATION

- A. The terms of this Agreement shall be effective for a period beginning July 1, 1997, and shall continue through June 30, 1999.


Ninety (90) days prior to June 30, 1999, upon request by either party, negotiations will be undertaken toward a new contract.

It is further understood that the terms and conditions of this Agreement will continue until the new Agreement is negotiated.


- B. All terms of the Agreement shall be retroactive to July 1, 1997, unless stated otherwise.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed by their duly authorized officers, the day and year first above written.

BOARD OF EDUCATION
OF THE
ROMEO COMMUNITY SCHOOLS

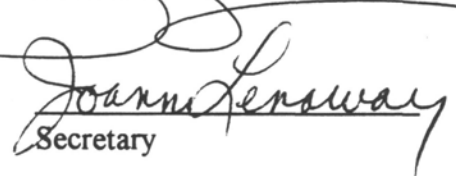
By: 
President

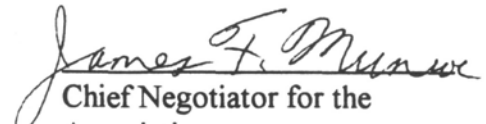

Secretary


Chief Negotiator for the
Board of Education

ROMEO EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION

By: 
President


Secretary


Chief Negotiator for the
Association

APPENDIX A
1997-98 and 1998-99 SALARY SCHEDULE

CLASS I	STEP	1997-98 RATE	1998-99 RATE
	1	9.01	9.15
	2	9.48	9.62
	3	10.00	10.15
	4	10.51	10.67
	5	11.05	11.22
	6	11.65	11.82
	7	12.25	12.43

CLASS II	STEP	1997-98 RATE	1998-99 RATE
	1	9.30	9.49
	2	9.86	10.06
	3	10.47	10.68
	4	11.03	11.25
	5	11.61	11.84
	6	12.30	12.55
	7	13.05	13.31

CLASS III	STEP	1997-98 RATE	1998-99 RATE
	1	9.64	9.92
	2	10.27	10.57
	3	10.95	11.27
	4	11.57	11.91
	5	12.20	12.55
	6	13.00	13.38
	7	13.87	14.27

CLASSIFICATION I:

Special Education Teacher Assistants, Chapter 1 Teacher Assistants, Locker Room Teacher Assistant, Young Fives Teacher Assistants, Clerks

CLASSIFICATION II:

Library Technical Assistants, Central Office Receptionist, Supervisors' Secretaries, Special Needs Secretary, Paraprofessionals/Vocational Education

CLASSIFICATION III:

Building Secretaries, Directors' Secretaries,
High School Secretary/Bookkeeper, Accounting Clerks

Teacher Assistants who are required to perform student self-care services, as outlined in Article XXI C., will receive an additional stipend of \$.50 per hour.

APPENDIX B
MINIMUM QUALIFICATIONS

The following represent the minimum qualifications required for persons working within the defined classification categories:

CLASSIFICATION I: Special Education Teacher Assistants

Chapter 1 Teacher Assistants

Locker Room Assistants

Young Fives Teacher Assistants

Clerks

High school diploma or equivalency.
Proficiency in all language arts skills areas.
Typing ability.
Ability to work well with children.

CLASSIFICATION II:

Library Technical Assistants

Central Office Receptionist

Secretaries to Supervisors

Special Needs Secretary

Paraprofessionals

Library Technical Assistants

High school diploma or equivalency.
Completion of thirty (30) hour
Certified Library Technical Program.
Typing proficiency 50 w.p.m.
Proficiency in all language arts skill areas.
Ability to work well with students, the public,
and other employees.
Ability to handle routine correspondence.
Ability to set up and maintain files.

Central Office Receptionist

Secretaries to Supervisors

Special Needs Secretary

High school diploma or equivalency.
Typing proficiency 50 w.p.m.
Proficiency in all language arts skill areas.
Ability to handle routine correspondence.
Experience or training in office practices.
Ability to work well with the public,
and other employees.
Ability to set up and maintain files.

Paraprofessionals/Vocational Education

High school diploma or equivalency.
Two (2) years work experience in the area.
Ability to work well with students, the public, and other employees.

CLASSIFICATION III: Building Secretaries, Directors' Secretaries

High school diploma or equivalency.
Typing proficiency 60 w.p.m.
Proficiency in all language arts skill areas.
Experience or training in office practices.
Ability to set up and maintain files.
Ability to handle routine correspondence.
Ability to take and transcribe dictation at 80 w.p.m.
Ability to work well with students, the public, and other employees.
Ability to handle routine bookkeeping functions.
Proficiency in computer and/or word processor.

High School Secretary/Bookkeeper

High school diploma or equivalency.
Typing proficiency 60 w.p.m.
Proficiency in all language arts skill areas.
Experience or training in office practices.
Ability to set up and maintain files.
Ability to handle routine correspondence.
Ability to take and transcribe dictation at 80 w.p.m.
Ability to work well with students, the public, and other employees.
Experience and/or training in advanced bookkeeping.
Proficiency in computer and/or word processor.

Accounting Clerks

High school diploma or equivalency.
Experience and/or training in advanced bookkeeping and/or payroll procedures.
Typing proficiency 50 w.p.m.
Experience and/or training in office machines.
Proficiency in all language arts skill areas.
Ability to work well with the public and other employees.
Data processing and programming training desirable.
Proficiency in computer and/or word processor.

APPENDIX C
RESPA GRIEVANCE FORM

Grievance No. _____

Name of Grievant(s) _____

Date filed _____

Work location _____

Classification _____

Date of alleged violation _____

Nature of grievance _____

Contract article(s) or policy violated _____

Signature of Grievant(s)

Association endorsement (Level Three):

The Association has reviewed the above stated grievance and:

___ Agrees that the contract or policy has been violated.

___ Finds no contract violation.

___ Forwards with no recommendation.

Signature of Association Secretary _____

Date _____

LETTER OF UNDERSTANDING

between

ROMEO EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

and the

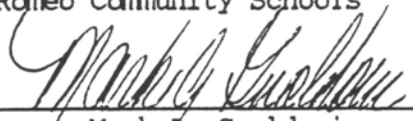
ROMEO BOARD OF EDUCATION

It is understood and agreed that effective with the 1992-93 school year, the position of Central Office Receptionist, containing the minimum qualifications that are specified in the 1990-93 Master Agreement, will be reclassified from Classification II to Classification III for salary schedule purposes only.

It is further understood and agreed that in the event of layoffs affecting any bargaining unit member in Classification II who has more seniority than the Central Office Receptionist, the following procedure must be followed:

Each classification II or displaced Classification III bargaining unit member who possesses the qualifications necessary for the position of Central Office Receptionist, on the basis of greatest seniority, will be offered the opportunity to bump into the position of the Central Office Receptionist.

Board of Education
Romeo Community Schools



Mark A. Gualdoni
Assistant Superintendent
Human Resources and
Administrative Services

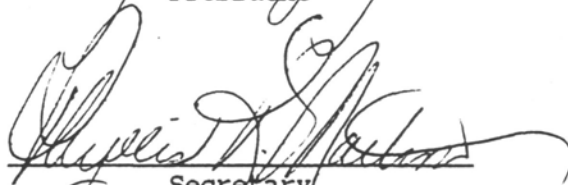
6-9-92

Date

Romeo Educational Support
Personnel Association



President



Secretary

6-9-92

Date

ROMEO COMMUNITY SCHOOLS

SECRETARIAL EVALUATION FORM
ACCOUNTING CLERK EVALUATION FORM
RECEPTIONIST EVALUATION FORM
CLERK EVALUATION FORM

NAME _____ SCHOOL/DEPT. _____

PERIOD COVERED BY THE EVALUATION: from _____ to _____

TYPE OF ASSIGNMENT DURING EVALUATION PERIOD: _____

Purpose

The purpose of conducting an evaluation is to provide a time each year to discuss an employee's job performance. Feedback as to both strong and weak points can improve job efficiency, productivity, and relationships.

Process

The evaluation form is to be completed by the employee's supervisor by May 1 of each school year. The original will be placed in the employee's personnel file and a copy given to the employee.

A conference will be held in which the supervisor and the employee discuss the contents of the evaluation form. If the employee disagrees with the evaluation, he/she may attach a written statement to the evaluation form.

If an employee is checked under "Needs Improvement," the supervisor must include an explanation of his/her reason. A "Supervisor's Comments" section will be included for such a purpose.

Please follow this rating system when evaluating:

- 1EXCEEDS EXPECTATION
- 2MEETS EXPECTATION
- 3NEEDS IMPROVEMENT
- 4NOT APPLICABLE

A. ABILITIES

1. Taking dictation and transcribing - Consider how accurately and rapidly employee takes dictation; how well finished copy is laid out; how proficiently copy is edited with respect to grammatical construction, spelling, and punctuation.

1 2 3 4

2. Handling correspondence - Consider quality of employee's performance as to screening incoming correspondence, preparing letters, handling correspondence properly, maintaining files, and classifying and filing correspondence.

1 2 3 4

3. Maintaining files and records - Consider such things as how files are set up; whether material is correctly classified; whether files are neat and orderly; whether files are kept current; whether service provided from files is prompt and efficient.

1 2 3 4

4. Preparing and processing records and reports - Consider how well employee handles preparation and processing of records, statements, and reports.

1 2 3 4

5. Bookkeeping skills - Consider the degree of responsibility the employee assumes in maintaining financial records; taking into account the accuracy and efficiency displayed in handling bookkeeping records.

1 2 3 4

6. Responsibility/Dependability - Consider the ability to carry out work assignments with minimum supervision and direction; the ability to meet the expected and unexpected demands of the assignment in an efficient manner. Also consider qualities such as loyalty, judgment, and initiative.

1 2 3 4

B. PERSONAL QUALITIES

1. Interest in job - Consider industriousness, enthusiasm, and willingness to work demonstrated in carrying out job assignments.

1 2 3 4

2. Pride in work - Consider whether employee displays the proper concern for quality and accuracy of completed work.

1 2 3 4

3. Initiative - Consider the ability to be self-starting, efficient, and resourceful toward job objectives. Shows desire to self improvement.

1 2 3 4

4. Organizing and handling office routine - Consider how systematically and efficiently the employee plans and organizes work; schedules work with proper sense of prioritization.

1 2 3 4

C. RELATIONSHIP WITH CO-WORKERS/STUDENTS/SUPERVISOR/PUBLIC

1. Ability to work with others - Consider how employee's cooperation, self-control, and ability to get along with others influences overall job effectiveness.

1 2 3 4

2. Handling telephone contacts - Consider how courteously employee handles telephone contacts.

1 2 3 4

3. Acceptance of constructive criticism - Consider employee's willingness to accept constructive criticism.

1 2 3 4

4. Diplomacy/Discretion - Consider employee's tactfulness with the public and is trustworthy in the confidential aspects of the position.

1 2 3 4

5. Relationship with students - Consider employee's ability to display self-control and respond to a frustrating situation; knowledge of school policy regarding discipline; sets a good example for students. Treats students in a pleasant and respectful manner, always striving to help them.

1 2 3 4

D. QUANTITY/QUALITY OF WORK

1. Quantity of work - Consider employee's volume of work output; meeting work schedules; performs extra work as needed.

1 2 3 4

2. Quality of work - Consider employee's job knowledge; best use of equipment and supplies; neatness; thoroughness; effectiveness; efficiency under pressure or emergency conditions.

1 2 3 4

E. OFFICE EQUIPMENT

1. Using computer/word processor - Consider how proficiently employee produces material, taking into account quality of work produced, neatness and accuracy, and suitability of layout for intended purpose; working knowledge of computer.

1 2 3 4

2. Using business machines - Consider how proficiently employee uses and maintains business machines.

1 2 3 4

F. ATTENDANCE/PUNCTUALITY

1 2 3 4

G. PERSONAL APPEARANCE

1. Consider the employee's neatness in dress, personal hygiene, grooming, and poise. Does employee present a professional appearance to parents, students, and staff.

1 2 3 4

SUPERVISOR'S COMMENTS _____

Signature of Employee

Date

Signature of Supervisor

Date

NOTE: The presence of the employee's signature shall indicate that the evaluation has been received by the employee. The signature does not necessarily imply agreement with the evaluation.

ROMEO COMMUNITY SCHOOLS

LTA EVALUATION FORM

NAME _____ SCHOOL _____

PERIOD COVERED BY THE EVALUATION: from _____ to _____

Purpose

The purpose of conducting an evaluation is to provide a time each year to discuss an employee's job performance. Feedback as to both strong and weak points can improve job efficiency, productivity, and relationships.

Process

The evaluation form is to be completed by the employee's supervisor by May 1 of each school year. The original will be placed in the employee's personnel file and a copy given to the employee.

A conference will be held in which the supervisor and the employee discuss the contents of the evaluation form. If the employee disagrees with the evaluation, he/she may attach a written statement to the evaluation form.

If an employee is checked under "Needs Improvement," the supervisor must include an explanation of his/her reason. A "Supervisor's Comments" section will be included for such a purpose.

Please follow this rating system when evaluating:

- 1EXCEEDS EXPECTATION
- 2MEETS EXPECTATION
- 3NEEDS IMPROVEMENT
- 4NOT APPLICABLE

A. ABILITIES

1. Job knowledge

1 2 3 4

2. Ability to carry out responsibility

1 2 3 4

3. Handling telephone contacts

1 2 3 4

4. Maintaining files

1 2 3 4

B. PERSONAL QUALITIES

1. Adaptability

1 2 3 4

2. Pride in work

1 2 3 4

C. RELATIONSHIP

1. Cooperation

1 2 3 4

2. Relationship with others

1 2 3 4

D. ATTENDANCE/PUNCTUALITY

1 2 3 4

E. PERSONAL APPEARANCE

1 2 3 4

SUPERVISOR'S COMMENTS _____

Signature of Employee

Date

Signature of Supervisor

Date

NOTE: The presence of the employee's signature shall indicate that the evaluation has been received by the employee. The signature does not necessarily imply agreement with the evaluation.

ROMEO COMMUNITY SCHOOLS

TEACHER'S ASSISTANCE EVALUATION FORM
PARAPROFESSIONAL EVALUATION FORM

NAME _____ SCHOOL _____

PERIOD COVERED BY THE EVALUATION: from _____ to _____

TYPE OF ASSIGNMENT DURING EVALUATION PERIOD: _____

Purpose

The purpose of conducting an evaluation is to provide a time each year to discuss an employee's job performance. Feedback as to both strong and weak points can improve job efficiency, productivity, and relationships.

Process

The evaluation form is to be completed by the employee's supervisor by May 1 of each school year. The original will be placed in the employee's personnel file and a copy given to the employee.

A conference will be held in which the supervisor and the employee discuss the contents of the evaluation form. If the employee disagrees with the evaluation, he/she may attach a written statement to the evaluation form.

If an employee is checked under "Needs Improvement," the supervisor must include an explanation of his/her reason. A "Supervisor's Comments" section will be included for such a purpose.

Please follow this rating system when evaluating:

- 1EXCEEDS EXPECTATION
- 2MEETS EXPECTATION
- 3NEEDS IMPROVEMENT
- 4NOT APPLICABLE

A. ABILITIES

1. Job knowledge - Consider how employee follows procedures and directives.

1 2 3 4

2. Supplemental instruction - Consider how employee successfully completes instructions.

1 2 3 4

B. PERSONAL QUALITIES

1. Interest in work - Consider employee's attitude/cooperation.

1 2 3 4

2. Flexibility - Consider the employee's ability to meet changing conditions in a classroom setting.

1 2 3 4

3. Quality/Dependability - Consider how the employee completes work assignment with minimum supervision.

1 2 3 4

4. Personal Commitment - Consider whether the employee goes beyond his/her job description at critical junctures.

1 2 3 4

C. RELATIONSHIP WITH CO-WORKERS/STUDENTS/SUPERVISOR/PUBLIC

1. Helps teacher - Consider how employee accomplishes daily class assignments.

1 2 3 4

2. Assisting students - Consider how employee assists students with class/individual work.

1 2 3 4

3. Relationship with students - Consider the employee's rapport with all students regardless of disability.

1 2 3 4

4. Disciplinarian - Consider whether employee gives proper disciplinary action when needed.

1 2 3 4

5. Confidentiality - Consider how the employee handles confidential records and information.

1 2 3 4

D. OFFICE EQUIPMENT

1. Technical knowledge - Consider the employee's knowledge of keyboarding, overhead, office equipment, laminator, VCR, etc.

1 2 3 4

E. ATTENDANCE/PUNCTUALITY

1 2 3 4

F. PERSONAL APPEARANCE

1. Consider the employee's neatness in dress, personal hygiene, grooming, and poise.
Does the employee present a professional appearance to parents, students, and staff.

1 2 3 4

SUPERVISOR'S COMMENTS _____

Signature of Employee

Date

Signature of Supervisor

Date

NOTE: The presence of the employee's signature shall indicate that the evaluation has been received by the employee. The signature does not necessarily imply agreement with the evaluation.

