

**THE
ROSEVILLE
COMMUNITY
SCHOOLS**

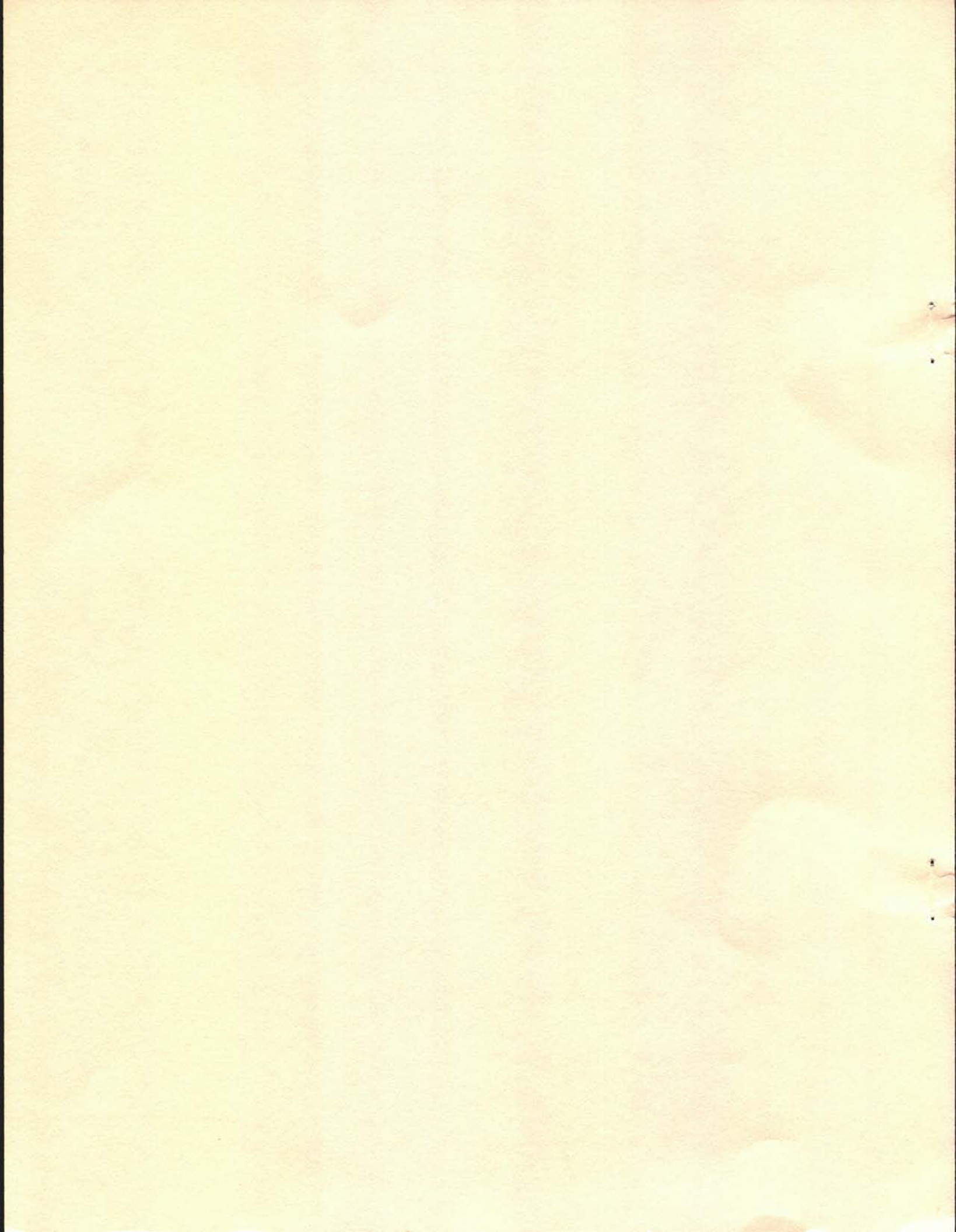
A G R E E M E N T

1997 - 2000

Roseville Community Schools



**TEAMSTERS
LOCAL 214
ADMINISTRATIVE
CLERICAL UNIT**



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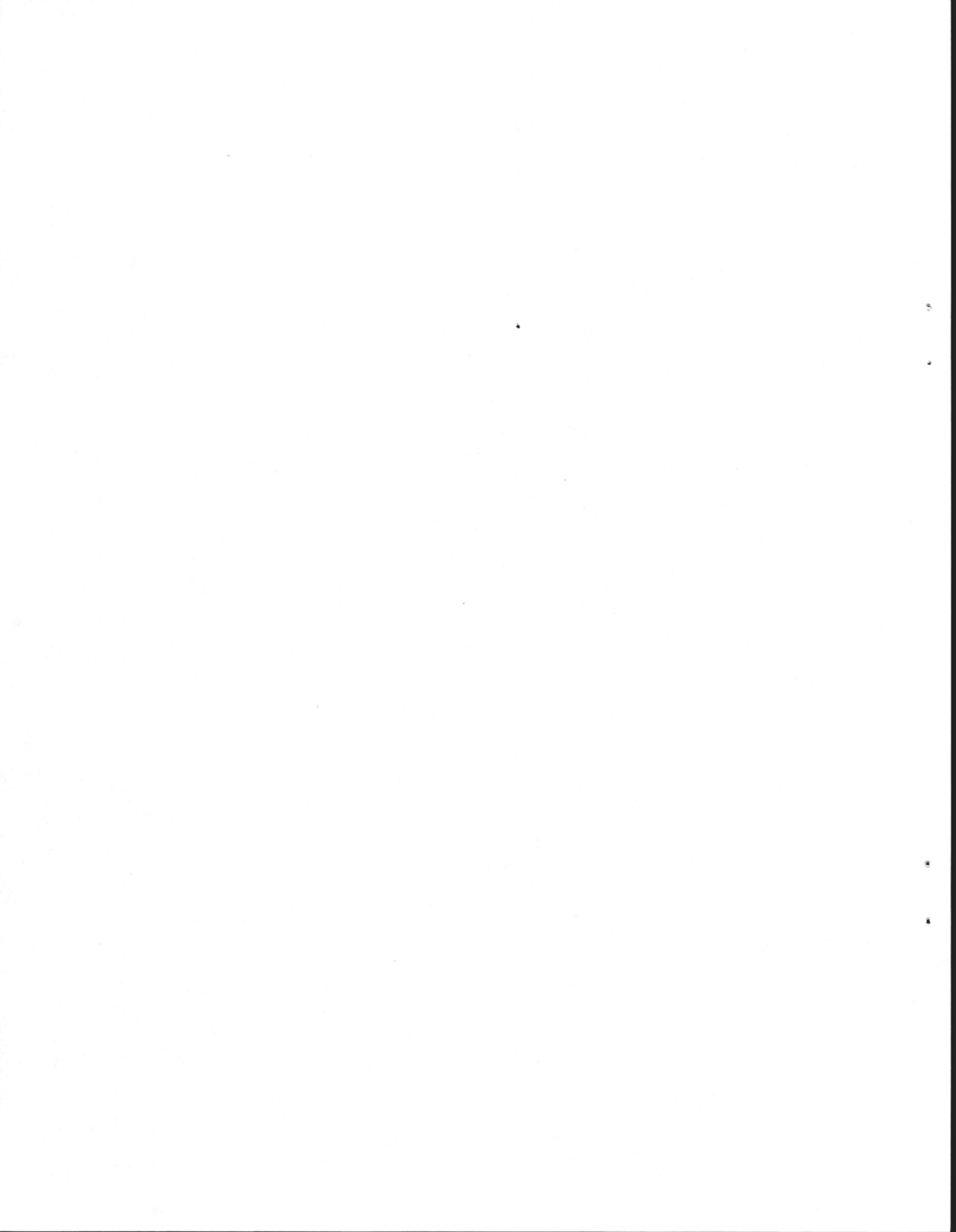
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AGREEMENT
BETWEEN THE BOARD OF EDUCATION
AND THE
TEAMSTERS LOCAL 214 ADMINISTRATIVE CLERICAL UNIT

This Agreement is entered into between the Roseville Community Schools, Macomb County, Roseville, Michigan, hereinafter referred to as the "District" and Administrative Clerical members of the Teamsters Local 214, hereinafter referred to as the "Union".

ARTICLE I
RECOGNITION

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board of Education of the Roseville Community Schools recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours and conditions of employment for the term of this Agreement for all employees included in the bargaining unit as described.

The bargaining unit shall include all the following full-time and regular part-time employee classifications:

Senior Accounting Assistant, Senior Bookkeeper,
Administrative Receptionist, Accounting Assistant,
Purchasing Assistant, Personnel Assistant, Account-
Clerk, Clerical Assistant, Administrative Secretary,
Secretary/Accounting, Secretary, Records Clerk,
Administrative Clerk.

ARTICLE I

RECOGNITION (CONTINUED)

Excluding the Secretary to the Deputy Superintendent, the Secretary to the Assistant Superintendent, the Secretary to the Superintendent and all other employees of the School District.

ARTICLE II

MANAGEMENT RIGHTS

- A. The District on its own behalf and on behalf of the electors of the district, hereby 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, including, but without limiting the generality of the foregoing, the right:
- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 - (2) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their promotion, demotion or dismissal;
 - (3) To determine duties, responsibilities and assignments of Administrative secretarial and clerical staff.

ARTICLE II

MANAGEMENT RIGHTS (CONTINUED)

- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, 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 to the specific and express terms thereof are in conformance with the Constitution and laws of the United States.
- C. When reorganizations are necessary, the District will give notice to the union, before a change in duties is implemented, to provide an opportunity for employee input regarding the change.

ARTICLE III

AID TO OTHER UNIONS AND UNION SECURITY

- A. The Employer will not aid or promote any labor group or organization which purports to engage in collective bargaining in behalf of this unit or make any agreement with any group or organization for the purpose of undermining the Union.
- B. The Board agrees that every employee in the bargaining unit shall have the right to organize, join and support the Union, provided that employees shall not engage in Union activities during working hours that distract from their duties except as it may be necessary to discuss a grievance in accordance with the procedure established.

ARTICLE IV

UNION AGENCY SHOP AND CHECK OFF

- A. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.
- B. All employees in the bargaining unit recognized by this contract shall as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union and limited to an amount of money equal to the Union's regular and usual dues. For present employees, such payments shall commence with the first pay 31 days after the effective or execution date hereof, whichever is later, and for new employees with the first pay 31 days after the date of employment.
- C. If any provisions of this Article are invalid under Federal Law or the Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal and State law or shall be renegotiated for the purpose of adequate replacement. The Agreement shall also be guided by the Federal Wage Price Council directives and controls.

ARTICLE IV

UNION AGENCY SHOP AND CHECK OFF

D. During the period of time covered by this Agreement, the District agrees to deduct from the pay of any employee all dues or agency shop fees of the Union and pay such amount to the Union, provided, however, that the Union presents to the Board authorizations, signed by such employee, allowing such deductions and payments to the Union.

(1) Amount of dues will be certified to the District by the Secretary-Treasurer of the Union.

(2) Those sums paid by the employees who elect not to join the Union, the equivalent of monthly dues, will be deducted by the District and transmitted to the Union in the same manner as Union dues.

(3) Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union Treasurer and not by the District.

E. The Union agrees to save the District harmless from all legal fees, salaries, payments or any expenses incurred in the enforcement of this Article of the Agreement. The District shall not be liable.

ARTICLE IV

UNION AGENCY SHOP AND CHECK OFF

- F. In the event that an authorization to deduct is not signed by an employee or the employee is 30 days in arrears of dues assessment, the services of such employee shall be discontinued 30 days after notice of the fact is given to the District if the employee has not made such an authorization by that time. Back dues shall not be imposed upon employees for a period prior to notification of the District by the Union that the employee has refused to authorize the deductions.
- G. The Union and its members may use District building facilities at reasonable times and hours for meetings when such buildings are available and operating staffs are on duty. The request for building use must be made to the building administrator. The Union may post notices on any bulletin board ordinarily designed for the Union use.
- H. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, available information concerning the financial resources of the District, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs in behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint. However, nothing herein shall be construed to expand the provision in the Freedom of Information Act.

ARTICLE V

SENIORITY

- A. Seniority shall be determined:
- (1) As clerical employees within the administrative unit.
 - (2) Within each classification.
- B. Seniority shall be effective following satisfactory completion of the probationary period and shall date from the first day of hire. The first day of hire is the employee's first regular working day.
- C. A copy of the seniority list shall be provided to the Union Steward annually by August 1.
- D. Persons employed within the Unit as of September 1, 1972, shall maintain seniority status in accordance with the first day of hire to a position within the District.
- E. An employee shall lose seniority and his/her employment shall be terminated for any of the following reasons:
- (1) Resignation
 - (2) Discharge, when discharge is not reversed through the grievance procedure as set forth in Article X.
 - (3) The employee is absent three (3) consecutive working days without notification to the District. Extenuating circumstances will be considered.

ARTICLE V

SENIORITY

- (4) Failure to return within time specified under a recall.
- (5) Failure to return from a leave of absence. Seniority will be lost and employment may be terminated for failure to request leave for any non-compensation days.
- (6) Retirement.

ARTICLE VI

PROBATIONARY EMPLOYEES

- A. Employees placed on probation as a disciplinary action shall be governed by Article VI and VII, D. The length of disciplinary probation shall be 90 days unless otherwise stated in the disciplinary action.

New employees hired into the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The ninety (90) calendar days shall be accumulated within not more than ninety (90) calendar days.

- B. Upon completion of the probationary period, the new employee shall be entered on the seniority list and shall rank for seniority from the first day of hire.

ARTICLE VI

PROBATIONARY EMPLOYEES

- C. Probationary employees may be represented by the Union for the purpose of collective bargaining in respect to wages, hours and conditions of employment as set forth in this Agreement but shall not be represented by the Union for any action taken by the Employer in regard to discharge or discipline except as the discharge or discipline may be related to the probationary employee's activities within the Union.
- D. Employees placed on probation as disciplinary action shall be entitled to sick, personal and funeral days and shall accumulate sick days and shall be paid for holidays during their disciplinary probationary period.

Probationary employees shall be eligible to receive fringe benefits including hospitalization insurance and life insurance during their probationary period. They will not be entitled to paid sick, personal or funeral days during their probationary period. However, they will accumulate sick leave days and upon completion of the probationary period, the days will be entered in their individual bank.

ARTICLE VI

PROBATIONARY EMPLOYEES

- E. Should a holiday occur during the employee's probationary period, the probationary employee will not be paid for that day. However, should the employee complete the probationary period, she/he shall be paid for the holiday after the 91st day in the next pay period.

ARTICLE VII

VACANCIES, PROMOTIONS, TRANSFERS, REDUCTION AND RECALL

A. Vacancies

- (1) In the event that a new classification is established and mutual agreement is reached that the position falls within the scope of this bargaining unit, the parties shall meet within a fifteen (15) working day period to establish a wage rate appropriate to the position.
- (2) In the event a vacancy exists or a new position is created that falls within the bargaining unit, employees shall be given an opportunity to bid for the position on the basis of seniority and qualifications.
- (3) Transfers shall be made before promotions or demotions are granted.
- (4) Vacancies shall be posted for a period of not less than five (5) working days, at which time the posting will be closed. Copies of the posting shall be provided for the President of the Union and for each member of the unit.

ARTICLE VII

VACANCIES, PROMOTIONS, TRANSFERS, REDUCTION AND RECALL

- (5) Employees interested in the vacancy shall indicate their interest in writing within the posted bid period if they wish to be considered.

- (6) Leave of absence due to illness or maternity leave may be filled by a temporary employee for the first thirty (30) day period. After a thirty (30) day period, the position will be filled by a new employee without bid. Should the employee on leave of absence not return at the expiration of the leave, the position will be filled through the bidding procedure.

- (7) A member of the bargaining unit who plans to bid on a vacant position shall first inform his/her current immediate supervisor.

- (8) The employer reserves the right to refuse lateral transfer requests. If denied a lateral transfer, the employee will be informed in writing the reason for refusal.

ARTICLE VII

VACANCIES, PROMOTIONS, TRANSFERS, REDUCTION AND RECALL

B. Promotions

- (1) In the event employees bid for a promotion/demotion within the unit, the Employer agrees to give due weight to the background, attainments, skills, and the length of service of all applicants. An applicant with less seniority shall not be awarded a promotion/demotion unless qualifications are superior to more senior applicants.

- (2) Notice of the appointment to a vacancy will be furnished to all employees who made application at the same time that the appointment is awarded.

- (3) An employee promoted shall be allowed a thirty (30) day trial period to demonstrate the ability to satisfactorily meet the standards and perform the duties of the position.

The trial period may be extended up to an additional thirty (30) days if mutually agreed by the employer and the Union.

Should the employee's supervisor determine that he/she cannot perform the duties satisfactorily or should the employee elect to leave the assignment during this period, he/she shall be restored to the position from which he/she made the bid.

ARTICLE VII

VACANCIES, PROMOTIONS, TRANSFERS, REDUCTION AND RECALL

(CONTINUED)

Should the employee return to his/her previous position under this section, adjustments will be made with all persons involved in such action to return each to his/her prior position.

C. Involuntary Transfers

- (1) Employees may be transferred within their classification as necessary to maintain the effectiveness of the operation.
- (2) Transfers will be discussed with the employee prior to any action being taken. Notice of transfer shall be in writing.
- (3) Rotation of employees during vacation periods or during short-term absences shall not be considered a transfer and may be done at the discretion of the employer.
- (4) Rotation of employees during vacation schedules or short-term absences shall not cause decrease in the employee's rate of pay.
- (5) An employee temporarily transferred to a lower classification because of an extended absence shall not suffer a reduction in pay.

ARTICLE VII

VACANCIES, PROMOTIONS, TRANSFERS, REDUCTION AND RECALL

(CONTINUED)

- (6) An employee temporarily transferred to a higher classification requiring additional responsibility for a period in excess of one (1) calendar day shall be paid at the beginning step of the higher scale which provides a minimum of forty-three (\$.43) cents per hour for the duration of this contract.
- (7) An employee transferred or promoted by the Employer to a position not included in the unit, and thereafter transferred to a position within the unit shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under these circumstances shall retain all rights accrued for the purpose of any benefits provided for in the Agreement.

D. Reduction of Staff

- (1) Reduction of the clerical staff shall be accomplished through layoff.
- (2) Should layoff be necessary, the following procedure shall apply:
 - (a) All temporary employees will be released before any other reduction in staff.

ARTICLE VII

VACANCIES, PROMOTIONS, TRANSFERS, REDUCTION AND RECALL

(CONTINUED)

- (b) All new probationary employees in the classification to be reduced shall be terminated by seniority before any seniority employee in the same classification is laid off.

- (c) Seniority employees whose classification is to be reduced shall be laid off in accordance with date of hire after removal of new probationary employees.

- (d) A seniority employee may bump a less senior employee in a lower classification within her group of classifications, or in a position which she previously held successfully. A seniority employee may bump a less senior employee in the other group after all bumping within the group is completed.

IN CASES OF LAY OFF ONLY. Each clerical side employee may take the accounting test and based on the level of his/her score and minimum qualifications will obtain bumping rights into that level of the accounting side positions. Each accounting side employee may take the typing and shorthand test and based on the level of his/her score and minimum qualifications would obtain bumping rights into that level of the clerical side positions.

ARTICLE VII

VACANCIES, PROMOTIONS, TRANSFERS, REDUCTION AND RECALL

(CONTINUED)

(e) Seniority employees to be laid off shall be given seven (7) calendar days notice prior to layoff.

(f) No employee shall bump into a higher classification regardless of seniority except as noted in (d).

E. Recall after Layoff

(1) When the work force is increased after layoff, employees will be recalled within classification according to their seniority.

(2) Notice of recall shall be sent to the employee's last known address by first class mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, the employee shall lose all seniority and be considered to have resigned. The Employer agrees to furnish the Union with a copy of the recall notice at the time of mailing.

(3) Employees shall be eligible for recall for a period equal to their seniority at the time of layoff or two years, whichever is a shorter period of time.

ARTICLE VIII

DISCIPLINARY ACTION AND DISCHARGE

A. Disciplinary action shall be defined as any action by the Employer including one or more of the following:

ARTICLE VIII

DISCIPLINARY ACTION AND DISCHARGE (CONTINUED)

Oral reprimand, written reprimand, suspension, demotion or discharge or place on probation.

- B. Disciplinary action may be imposed for failure to fulfill the responsibilities as an employee.

- C. The Union shall be notified that some disciplinary action has been taken immediately following notification to the employee.

- D. A list of some actions which may result in discharge, suspension, demotion or other disciplinary action is enclosed with a copy of this Agreement. Such list shall be considered a partial listing only and shall not be deemed to limit the Employer as to cause for disciplinary action.

- E. In the event of disagreement over the action to suspend, demote or discharge, the employee may initiate a grievance at Step 2 of the grievance procedure.

ARTICLE IX

HOURS, OVERTIME AND WAGE CLAIMS

- A. Hours
 - (1) The normal work day shall be seven and one-half (7 1/2) hours per day with one (1) hour unpaid lunch period.

ARTICLE IX

HOURS, OVERTIME AND WAGE CLAIMS (CONTINUED)

- (2) The normal work week shall be five (5) days, Monday through Friday.

B. Schedules

- (1) Work schedules may vary from department to department and shall be determined by the supervisor.
- (2) Employees shall be provided a fifteen (15) minute relief break in the morning and afternoon schedules.

C. Wage Claim

- (1) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate.

D. Overtime

- (1) Overtime will be paid at the rate of time and one-half for all hours in excess of thirty-seven and one-half (37 1/2) hours per week or thirty-five (35) hours worked during the summer schedule.

Overtime will be paid at the rate of time and one-half (1 1/2) for all hours in excess of seven and one-half (7 1/2) hours per day or seven (7) hours worked during the summer schedule.

ARTICLE IX

HOURS, OVERTIME AND WAGE CLAIMS (CONTINUED)

Part time employees shall be paid straight time for any hours worked during the 8.5 hours (7.5 plus one hours lunch) immediately following the start of the work that day. Overtime will be paid at the rate of time and one-half for all hours worked after that seven and one-half hours plus lunch; during the summer schedule overtime would begin after seven hours plus lunch.

- (2) Time and one-half will be paid for all hours worked on Saturday. Double time rate will be paid for holidays and Sunday work unless otherwise noted herein.
- (3) Overtime will be assigned among the employees within the same classification and group as evenly as possible.

E. Summer Hours

- (1) Summer work shall be seven (7) hours per day, Monday through Friday, thirty-five (35) hours per week. Summer hours will begin the Monday following the close of the school year in June. Regular hours shall commence one week prior to the scheduled opening of school in the fall.

ARTICLE IX

HOURS, OVERTIME AND WAGE CLAIMS

- (2) It is agreed that on any extended school holiday (for two (2) or more school days) in which classes are not in session and/or midwinter break and Records Day or K-12 In-Service days, summer hours will prevail.

ARTICLE X

PAID LEAVE

A. Sick Leave

- (1) Employees hired prior to July 1, 1997 will be granted one and one-fourth (1 1/4) days per month. Employees hired after July 1, 1997 will be granted one (1) day per month. (Proration for ten and ten and one-half month employees will be based on the number of months scheduled.) Such earned time will be credited to each employees individual bank at the beginning of each month; but an employee shall not earn sick leave following any month in which the employee did not receive pay for more than one-half the scheduled working days in that month.
- (2) An employee absent from duty as a result of personal illness or accident may use sick days up to the full accumulation of the individual bank.
- (3) An employee may use days from her/his individual bank for absence due to illness or injury in the immediate family as defined in Article X, C - Funeral Leave. Such absence shall be limited to the amount essential to provide initial care and to make arrangements for continued care if such is required.

ARTICLE X

PAID LEAVE (CONTINUED)

- (4) An employee absent for eight (8) consecutive working days or more, or absent due to a serious or contagious illness, shall provide a physician's statement certifying recovery and the employee's ability to return to full employment before returning to work.

B. Personal Leave Days

- (1) During each year, four (4) days of the annual sick leave allowance may be used for personal business.

For those members who are assigned a position in the unit after July 1, 1986, personal business days may be used only for urgent personal business that only can be conducted during regular working hours.

- (2) Personal leave must be requested, in writing, at least one (1) week in advance of its intended use. The specific reason for the personal business leave need not be included in the written request.

- (3) Personal leave days may be used on the day before or after a holiday with the prior approval of the immediate supervisor and the Personnel Office. The time limit set forth in B2 may be waived in extenuating circumstances. If personal business leave is requested in conjunction with holidays, or less than a week in advance the specific reason must be provided.

ARTICLE X

PAID LEAVE (CONTINUED)

- (4) Personal leave may not be used in conjunction with vacation time.

Funeral Leave

- (1) An employee shall be allowed up to five (5) working days as funeral leave in the event of death in the immediate family of the employee. The immediate family shall be defined as spouse, father, mother, grandfather, grandmother, brother, sister, son or daughter and the corresponding in-laws of the employee.
- (2) An employee may be granted up to the five (5) days indicated in (1) to attend the funeral of a relative or friend not listed as immediate family upon application to and approval by the Deputy Superintendent for Personnel. Indication or evidence of a close relationship over an extended period will be expected.
- (3) The employee shall inform his immediate supervisor of his need to be absent for funeral leave, in advance, if at all possible. The notification shall include the name of the deceased, the relationship and the length of the absence expected.
- (4) Funeral days used in accordance with the above shall not be charged against an employee's individual sick leave bank, or as personal leave. Funeral days shall not accumulate.

ARTICLE X

PAID LEAVE (CONTINUED)

D. Injury on the Job

- (1) An employee who is absent due to injury or disease compensable under Michigan Workers' Compensation Act shall receive from the District the difference between the allowance provided under the Act and the regular net pay for the duration of the compensable absence with no subtraction of sick leave days for the number of days in the employees sick bank up to a maximum period of one (1) year.

E. Jury Duty and Court Subpoena

- (1) An employee called for jury duty shall be paid the difference between his/her regular wages and his/her compensation for jury duty.
- (2) The employee will report for work when not actually serving on jury duty.
- (3) Days served on jury duty shall not be charged to the employee's individual sick bank.
- (4) Employees subpoenaed into court to give testimony relating directly to their employment shall be paid full salary, less the amount paid for the witness fee, and shall not have the days charged to their individual sick bank.

- F. Each employee may qualify for additional vacation days or additional pay according to the following programs:

ARTICLE X

PAID LEAVE (CONTINUED)

For each thirteen (13) consecutive weeks without an absence for which s/he could be charged a deduction from his/her sick bank or without an absence for which s/he could use and unpaid absence the employee will earn the choice of an extra vacation day or One Hundred Twenty Five Dollars (\$125) for the first and second period incentive or One Hundred Dollars (\$100) for the third and fourth period incentive. However, no employee may choose more than two (2) vacation days during one contract year.

Example:

First Period: Choice of one (1) vacation day or One Hundred Twenty Five Dollars (\$125) at the employee's option.

Second Period: Choice of one (1) vacation day or One Hundred Twenty Five Dollars (\$125) at the employee's option.

Third Period: If the employee has already received two (2) vacation days during that contract year then payment of One Hundred Dollars (\$100) is to be provided. If the two (2) vacation days have not been earned then the choice of a vacation day or One Hundred Dollars (\$100) may be taken at the employee's option.

ARTICLE X

PAID LEAVE (CONTINUED)

Fourth Period If the employee has already received two (2) vacation days during that contract year then payment of One Hundred Dollars (\$100) is to be provided. If the two (2) vacation days have not been earned then the choice of a vacation day or One Hundred Dollars (\$100) may be taken at the employee's option.

ARTICLE XI

UNPAID LEAVE

A. Sick Leave

- (1) An employee whose personal illness or injury extends beyond the period compensated for in Article X hereof shall be granted a formal leave of absence, without pay, for such time as is necessary for complete recovery from such illness or injury. Said absence from duty shall not exceed one (1) year. It is understood that the employee may renew his/her request for leave if additional time is needed. It is further understood that the leave may be initiated by the Board of Education.

- (2) No seniority shall continue to accrue during leave of absence due to illness or injury. Should the employee return to duty within one (1) year, he/she shall be assigned to the same position which he/she held prior to the leave if such position still exists.

ARTICLE XI

UNPAID LEAVE (CONTINUED)

If the position has been eliminated, the least senior employee in the same classification may be laid off to provide a work station for the more senior returning employee.

- (3) If the leave should be extended beyond one year, the employee shall be assigned to the first vacant position which occurs for which he/she is qualified.

- (4) Employees on leave of absence may be eligible for self-paid group health insurance coverage under the provision of the Consolidated Omnibus Budget Reconciliation Act of 1986. (COBRA)

Hospitalization and life insurance coverage shall be maintained for an employee on leave of absence due to illness for a period not to exceed one (1) year. Life insurance coverage may be extended for up to one (1) additional year at the expense of the employee provided a leave extension is granted.

ARTICLE XI

UNPAID LEAVE (CONTINUED)

B. Personal Leave

(1) Leaves requested for reason other than disability and sick leave shall be known as personal leave, and shall be renewed every six (6) months not to exceed two (2) years. This leave shall be without pay and without accumulation of seniority. Formal approval must be obtained as much in advance as possible for this leave. The employee shall have the right to return to work if and when an opening does occur in the bargaining unit. Refusal to return when recalled shall be considered as abandoning the position and the employee shall lose all seniority and be terminated from employment.

(2) Short Term Leave

(a) Short term consent leaves, without pay, but with continuing fringe benefits and continuing seniority accrual, may be granted at the option of the Employer for periods of not less than five (5) or more than thirty (30) working days. When granted, specific leave dates shall be established. Employees granted such leave shall be required to report for duty upon the termination of the leave.

ARTICLE XI

UNPAID LEAVE (CONTINUED)

(b) The employer reserves the right to deny approval of such short term consent leaves within a classification if it will adversely affect the normal operations of the building.

(c) Employees returning from short term consent leaves shall return to the same position they held prior to the leave.

C. Military Leave

(1) Any regular employee who may enter the defense forces of the United States for service or training, shall make application for military leave and shall, upon return, be reinstated to the first vacancy in this Unit with full credit including the annual wage schedule increment. Such applicants must show proof that he/she can completely qualify for said position. The District shall make every effort to rehire any partially disabled veterans who left their employ for service in the Armed Forces.

(2) Said application for reinstatement shall be made not later than ninety (90) days from the date of release or discharge.

ARTICLE XII

GRIEVANCE PROCEDURE

A. The District agrees to recognize the president of the Local Union and/or the designated representative of the Union in processing grievances as the occasion may arise.

B. Definition of a Grievance

A claim by an employee, group of employees or the Union that there has been a violation, misapplication or misinterpretation of the terms of the Agreement shall be deemed a grievance under this contract and will be subject to the grievance procedure as provided herein.

C. Grievance Procedure

Step 1

The employee with a grievance, or the representative of the Union shall first discuss the matter with the immediate supervisor directly with the object of resolving the matter informally. The immediate supervisor shall submit a written response to the employee.

Step 2

In the event that the employee is not satisfied with the disposition of the grievance at Step 1, the employee may, within five (5) working days after the occurrence of the act giving rise to the grievance, file a written statement of grievance with the Deputy Superintendent who shall respond in writing to the grievance within five (5) working days following the receipt of same.

ARTICLE XII

GRIEVANCE PROCEDURE (CONTINUED)

The written statement of grievance shall contain:

- a. The name of the aggrieved employee or employees.
- b. The description of the act giving rise to the grievance.
- c. The section or sections of the Agreement allegedly violated.
- d. The action requested to remedy the grievance.

Step 3

If the response of the Deputy Superintendent is not satisfactory to the employee, the Union may within five (5) days after receipt of the response from the Deputy Superintendent appeal the written grievance to the Superintendent and a meeting shall be arranged within five (5) days to discuss the grievance.

The Superintendent shall provide a written response to the grievance within five (5) days after the meeting to discuss the grievance.

Step 4

The Teamster's Grievance Panel shall review each grievance and determine whether or not the grievance will be processed for arbitration. The Teamster Grievance Panel shall inform the Superintendent's designee as to whether the grievance shall proceed to arbitration.

ARTICLE XII

GRIEVANCE PROCEDURE (CONTINUED)

Step 5 Arbitration

1. If the dispute remains unresolved after completion of the foregoing procedure, the Union may, within forty-five (45) days after receipt of the Employer's response at Step 3 with a written notice to the Employer, submit the grievance to an impartial arbitrator selected from the American Arbitration Association, or Federal Mediation and Conciliation Service under and in accordance with the rules of said Association.
2. The decision of the arbitrator shall be binding on both parties.
3. The arbitrator shall have no power or authority to add to, delete from, alter or modify the terms of this Agreement, nor shall he have the power to substitute his judgment for the judgment of the Board.
4. The arbitrator shall be requested to submit his decision on the matter within thirty (30) calendar days after conclusion of the hearing.
5. The fees of the American Arbitration Association and of the arbitrator shall be shared equally by both parties. All other expenses shall be borne by the party incurring the expenses.

ARTICLE XIII

VACATION

- A. Vacation schedules must be approved in advance by the immediate supervisor and the Personnel Office.

- B. Vacation time shall be earned based on accumulated seniority and shall be credited for the employees' usage on their anniversary dates.

- C. Vacations shall be earned by continuing 12 month employees and shall be granted according to the following schedule:
 - (1) After one (1) year of accumulated seniority --Two (2) weeks

 - (2) After five (5) years of accumulated seniority -- Three (3) weeks

 - (3) After ten (10) years of accumulated seniority -- Three (3) weeks plus two (2) days

 - (4) After fifteen (15) years of accumulated seniority -- Four (4) weeks

- D. When a scheduled holiday falls during an employee's vacation, his/her vacation shall be extended to compensate for such holiday.

ARTICLE XIII

VACATION (CONTINUED)

- E. If a regular pay period falls during an employee's vacation, he/she, upon two (2) weeks advance request, receives his/her check in advance before going on vacation.

- F. Upon death, retirement, resignation or layoff beyond the fiscal year, earned vacation pay accrued shall be paid to the employee or to the estate of the employee.

- G. Employees shall receive their current rate of pay based on straight time regular earnings for a vacation period.

Ten-month employees shall earn vacation at the rate of 5/6 of a day per month from the date of seasonal return until their last scheduled day worked in a school year. The vacation accumulation shall be based on the schedule found in Article XIII for twelve-month employees, e.g., employees with 1-5 years of continuous service would earn 5/6 of 10 days accumulated vacation. All other vacation provisions shall apply to 10-month employees.

ARTICLE XIV

HOLIDAYS

- A. All employees in the unit shall be entitled to the following holidays with pay provided they would normally be scheduled to work on the day stated:

Independence Day (July 4)	Day before New Years
Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Easter Monday
Day before Christmas	Memorial Day
Christmas Day	

- B. Should any of the above listed holidays fall on a Saturday, Friday, the day preceding shall be the recognized holiday. Should any of the above holidays fall on a Sunday, Monday, the day following shall be the recognized holiday.
- C. Should schools be open on one or more of the holidays listed above, employees shall work at regular pay rates and shall be allowed compensatory time off at another date.
- D. An employee must work on the last day preceding a holiday and the first work day after a holiday unless on an approved leave for personal reasons or on a valid sick leave absence in order to receive pay for the holiday.

ARTICLE XV

INSURANCE BENEFITS

A. Life Insurance

The District shall provide life insurance through a group plan for all employees, who are regularly employed thirty (30) hours or more per week as follows:

7/1/94 - 6/30/97 \$20,000

B. Hospitalization

The District agrees to provide hospitalization and major medical insurance coverage for all full-time employees who are regularly employed thirty (30) or more hours per week in a plan approved by the District. Such plan shall include full family, two persons or single coverage as required to provide adequate protection for the employees and his/her immediate family.

In addition, the Employer agrees to provide a three dollar (\$3.00) drug rider to the current hospitalization and major medical coverage equivalent to Blue Cross Option IV, Master Medical with the following added riders: (1) FAE/VST/RC and Reciprocity (2) Routine Pap Test.

ARTICLE XV

INSURANCE BENEFITS (CONTINUED)

C. Disability Insurance

The District will provide long-term disability income insurance through a group plan for each employee in the unit working thirty (30) or more hours per week in their regular assignment. The terms of the policy shall provide that the benefits will commence after ninety (90) days of disability and will continue coverage as long as the disability continues for the balance of the life of the employee or until retirement under the provisions of the Michigan Public School Employees Retirement Act or until age 65, whichever comes first. Coverage shall be for 60% of the employee's annual wage on a fully integrated basis with other coverage with a maximum wage consideration of \$1,000 per month. All terms and conditions of the policy shall prevail.

D. Dental Care Program

The District shall provide dental insurance for full-time employees working thirty (30) hours per week or more and their families. The plan will provide the following benefits: (1) 100% coverage for examination, cleaning and emergency palliative care, except radiograph; (2) 85/15% insurance/employee co-payment for Class I and 60/40% Class II procedures, and 50% for Class III procedures.

ARTICLE XV

INSURANCE BENEFITS (CONTINUED)

E. Optical Insurance

The District shall provide optical insurance for full-time employees and their families. The optical coverage shall be no less than the following every 24 months: \$40.00 for contacts, \$16.00 for contact examination, \$18.00 for frames, \$40.00 regular lenses, \$72.00 bifocal lenses, \$92.00 trifocal lenses, \$100.00 lenticular lenses, and \$30.00 eye examinations.

F. Pro-rated Fringe Benefits

Beginning July, 1981, employees regularly scheduled to work 20-30 hours per week will receive pro-rated fringe benefits, those fringe benefits requiring a premium payment must be paid by the employees on a pro-rata basis for the employer to be obligated to pay its share. Employees hired part time after July 1, 1991 and regularly scheduled to work fewer than thirty (30) hours per week shall not be eligible for any benefits.

G. The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) may provide self-paid group health benefit coverage for specified amounts of time to the following:

- Surviving dependents of deceased employee
- Spouses of employees after divorce or separation
- Medicare ineligible spouses and dependents of current employees

ARTICLE XV

INSURANCE BENEFITS (CONTINUED)

- Children who no longer meet the groups eligibility requirements.
- Employees who no longer meet the group's eligibility requirements due to termination (other than gross misconduct), reduction in hours or layoff.

H. **CAFETERIA BENEFITS** The District will provide the Cafeteria Plan it offers the teachers. It will be effective October 1, 1994.

ARTICLE XVI

LONGEVITY

A. Longevity pay shall be paid to all employees in the unit based on years of service within the Roseville Community Schools. Payments shall be made according to the following schedule:

In the 6th, 7th, 8th and 9th years of service:

\$450 (97/98)....\$525 (98/99)....\$625 (99/00)

In the 10th, 11th, 12th, 13th and 14th years of service:

\$625 (97/98)....\$700 (98/99)....\$800 (99/00)

In the 15th, 16th, 17th, 18th and 19th year of service:

\$775 (97/98)....\$850 (98/99)....\$950 (99/00)

In the 20th year of service and thereafter:

\$950 (97/98).....\$1,025 (98/99)....\$1,125 (99/00)

ARTICLE XVI

LONGEVITY

- B. Beginning in the 1997/98 contract year, all longevity payments shall be made on the first payday in December.

For the 1997-98 contract year, employees with anniversary dates of hire between July 1 and November 30 shall receive longevity payments on the first payday following the employees anniversary date of hire through November 30, 1997. These employees will also receive a prorated payment in December 1997. Employees with anniversary dates between December 1 and December 30 will receive a full years longevity plus an additional prorated payment in December 1997.

Longevity checks will be issued separately from other payroll checks.

- C. Upon layoff, retirement or death, prorated payment shall be made with the final check.
- D. Ten and ten and one-half month employees shall receive prorated longevity payments at the rate of 1/12 per month.

ARTICLE XVII

RETIREMENT

- A. An employee may retire in accordance with conditions set forth in the Michigan Public School Employees Retirement Act.

ARTICLE XVII

RETIREMENT (CONTINUED)

- B. Upon submission of proof of retirement through the provisions of the Michigan Public School Employees Retirement Act, an employee shall receive a severance payment in the amount of one-half of the first 70 accumulated sick leave days in their individual bank. Plus 20% of any additional sick leave accumulation ranging from 70 - 170 days. Based on this formula, maximum severance shall not exceed payment for 55 days.

In the event of the death of an employee, the above described severance payment shall be paid to the estate of the employee or his/her named beneficiary at the same rate and under the same conditions as would accrue upon retirement.

- C. Employees may be required to take a physical examination to determine their ability to perform their duties.

ARTICLE XVIII

MISCELLANEOUS

- A. An employee shall be provided a copy of any evaluation report or disciplinary report that is to become a part of the employee's permanent personnel file.

ARTICLE XVIII

MISCELLANEOUS (CONTINUED)

B. Employees shall have the right to review their individual personnel file at a reasonable time. Confidential materials, such as reference reports or other confidential items may be removed before the employee examines the file. Employees may request to remove from their personnel files unfavorable anecdotal reports three (3) or more years old and all non-district materials.

C. Employees may request payroll deduction for Credit Union, Savings Bonds, United Way, and tax sheltered annuities.

D. The Chief Steward and Alternate Steward of the Union may attend a function of the International Union such as a conference or convention, and shall be allowed time off, without loss of pay provided that such leave shall not exceed five (5) days per year. The Chief Steward and Alternate Steward attending under this provision shall be certified by the Local President.

E. Mileage Payments

Employees required to use their own automobile on official school business shall be reimbursed at a rate equivalent to that adopted by the School District Board upon submission of proper forms approved by their immediate supervisor.

ARTICLE XVIII

MISCELLANEOUS (CONTINUED)

F. Union building representatives and Union officers shall be permitted use of typewriters and duplicating machines according to building procedures. Papers, stencils and similar materials used shall be limited to Local Union business. Use of the Xerox machine shall be permitted at cost.

G. When schools are closed due to inclement weather, all employees are required to work their regular shifts or use vacation or personal leave.

When schools are closed due to inclement weather and teachers are not required to make up the lost day(s), employees required to work that day will be permitted compensatory time off at a time mutually agreed between the employee and the immediate supervisor. Employees not required to work need not report to work and will not be pay deducted or have a day deducted from their leave bank.

H. The employer will reimburse an employee for tuition and books upon successful completion of an appropriate course approved by the employer; the approval must be granted prior to the course being taken and proof of payment must be provided to the Business Office. An employee who

ARTICLE XVIII

MISCELLANEOUS (CONTINUED)

terminates employment within 12 months of completion of a course shall reimburse the employer for the aforementioned costs.

- I. The Employer will provide in-service and staff meetings on appropriate subjects; staff members may suggest topics of a general nature or specific departmental concerns.

- J. Job Sharing - The Board supports the concept of job sharing and will make every reasonable effort to accommodate an employee interested in a job sharing position.

- K. The Board supports the concept of flexible working hours and will consider requests from individual employees. Such requests may not interfere with the efficient operation of the department involved. All flexible schedules in one office must provide for coverage of that office for the normal business hours, as established by the Board of Education which is currently 8:00 a.m. to 4:30 p.m. with summer hours, 8:00 a.m. to 4:00 p.m. No schedule may start earlier than one half hour prior to the established starting time. Any such arrangements may be discontinued by the unilateral decision of the employee or Board.

ARTICLE XIX

NO STRIKE--NO LOCK OUT

- A. The Union agrees that no work stoppage will be voted, condoned, authorized or undertaken by its members during the term of this Agreement, and that any employee engaging in a concerted work stoppage, authorized or unauthorized, will be subject to some disciplinary action.

- B. The Board agrees to abide by the law in regard to lock outs.

ARTICLE XX

LAW SAVINGS CLAUSE

- A. In the event that any of the terms, conditions or provisions of this Agreement should be rendered or declared invalid by reasons of existing or subsequently enacted legislation, or by any degree of a court of competent jurisdiction, such provisions shall remain in full effect. A special conference may be called to discuss the provisions declared or rendered invalid.

ARTICLE XXI

DURATION OF AGREEMENT

- A. This Agreement shall continue in full force and effect from the date ratified by the Union and approved by the Board through June 30, 2000 when it shall terminate.

- B. Should either party wish to extend or modify this Agreement, they shall give the other party written notice to that effect not less than sixty (60) days nor more than ninety (90) days prior to its expiration date.

- C. This Agreement shall supersede any rules, regulations, or practices which are contrary to or inconsistent with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year noted below:

ROSEVILLE COMMUNITY SCHOOLS

TEAMSTERS LOCAL 214

ADMINISTRATIVE CLERICAL UNIT



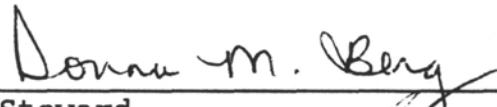
Superintendent



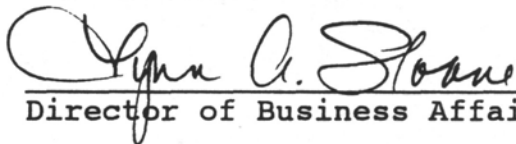
Business Representative
Teamsters Local 214



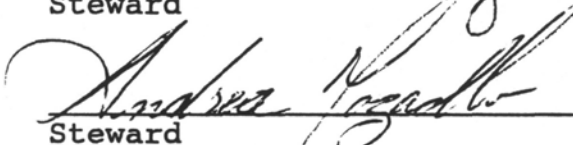
Deputy Superintendent



Steward



Director of Business Affairs



Steward



Steward

SALARY SCHEDULE
GROUP A - SECRETARIAL - CLERICAL

Hourly Rates
Effective:

			<u>7/1/97</u>	<u>7/1/98</u>	<u>7/1/99</u>
Class I	Secretary	Step 0	\$ 14.56	\$14.85	\$15.15
		1	14.85	15.15	15.45
		2	15.37	15.68	15.99
		3	16.02	16.34	16.67
		4	16.82	17.16	17.50
		5	17.82	18.18	18.54
Class II	Personnel Assistant	Step 0	14.11	14.39	14.68
		1	14.39	14.68	14.97
		2	15.14	15.44	15.75
		3	15.82	16.14	16.46
		4	16.56	16.90	17.23
		5	17.58	17.94	18.30
Class III	Records Clerk	Step 0	12.90	13.16	13.42
		1	13.16	13.42	13.69
		2	13.81	14.09	14.37
		3	14.50	14.79	15.09
		4	15.44	15.75	16.07
		5	16.11	16.43	16.76
Class IV	Administrative Clerk	Step 0	12.29	12.54	12.79
		1	12.54	12.79	13.04
		2	13.16	13.42	13.69
		3	13.81	14.09	14.37
		4	14.50	14.79	15.09
		5	15.44	15.75	16.07
Class V	Clerical Assistant	Step 0	10.91	11.13	11.35
		1	11.13	11.35	11.58
		2	11.60	11.83	12.07
		3	12.17	12.41	12.66
		4	13.16	13.42	13.69
		5	13.82	14.10	14.38

*The Clerical Assistant position is equivalent and interchangeable with the Class V, Clerical Assistant position in Group B.

An employee will move forward on the salary schedule one step after each full year of employment on the anniversary date of employment. Whenever an employee is promoted or reclassified upward, the employee will be placed on the step of the salary scale providing a minimum increase of forty-three cents per hour or will be at the maximum of the new scale whichever is lesser.

Reclassification. (NOTE: The Secretary position will continue to be responsible for accounting and bookkeeping. The posting of secretary positions will include the requirement to do accounting as part of the duties.) A secretary may be upgraded to Accounting/Secretary by meeting the minimum qualifications for the position, including passing an accounting test. The position will pay the same as the head bookkeeper. However, only secretaries who meet the minimums will be allowed the higher pay.

Premium Pay-Associate's or Bachelor's degree-Ten cents per hour additional.

SALARY SCHEDULE
GROUP B - ACCOUNTING-BUSINESS

			Hourly Rates		
			<u>Effective:</u>		
			<u>7/1/97</u>	<u>7/1/98</u>	<u>7/1/99</u>
Class I	Sr. Bookkeeper Sr. Acct. Assistant	Step 0	\$ 14.85	\$15.15	\$15.45
		1	15.15	15.45	15.76
		2	15.86	16.18	16.50
		3	16.61	16.94	17.28
		4	17.38	17.73	18.08
		5	18.32	18.69	19.06
Class II	Administrative Receptionist	Step 0	14.67	14.96	15.26
		1	14.96	15.26	15.57
		2	15.66	15.97	16.29
		3	16.34	16.67	17.00
		4	17.04	17.39	17.73
		5	18.16	18.52	18.89
Class II-A	Purchasing Assistant	Step 0	14.11	14.39	14.68
		1	14.39	14.68	14.97
		2	15.14	15.44	15.75
		3	15.82	16.14	16.46
		4	16.56	16.90	17.23
		5	17.58	17.94	18.30
Class III	Accounting Assistant	Step 0	12.90	13.16	13.42
		1	13.16	13.42	13.69
		2	13.81	14.09	14.37
		3	14.50	14.79	15.09
		4	15.20	15.50	15.81
		5	16.11	16.43	16.76
Class IV	Accounting Clerk	Step 0	12.29	12.54	12.79
		1	12.54	12.79	13.04
		2	13.16	13.42	13.69
		3	13.81	14.09	14.37
		4	14.50	14.79	15.09
		5	15.44	15.75	16.07
Class V	Clerical Assistant	Step 0	10.91	11.13	11.35
		1	11.13	11.35	11.58
		2	11.60	11.83	12.07
		3	12.17	12.41	12.66
		4	13.16	13.42	13.69
		5	13.82	14.10	14.38

Employees will receive a one time \$250 payment, on separate check, at the time of ratification of this agreement.

BOARD PAID RETIREMENT

Effective July 1, 1976, the Employer agrees to assume the Employee's contribution, not to exceed five percent (5) of the Employee's base wage, to the Michigan Public School Employees Retirement Act. This new benefit constitutes the Employee's wage raise for 1976-77.

CAUSES FOR DISCIPLINARY ACTION

Among the following, are same grounds for disciplinary actions and/or discharge:

1. Has been convicted of a felony or a misdemeanor involving moral turpitude.
2. Has willfully disobeyed any official regulation or order, or has failed to obey any proper direction made and given by his/her immediate supervisor.
3. Has been under the influence of intoxicants while on duty.
4. Has been guilty of insubordination or of disgraceful conduct when such occurred while on duty.
5. The employee is negligent or is guilty of gross neglect in the performance of his/her duties.
6. Is offensive in his/her conduct or language in public or to employees while on duty.
7. Is careless or negligent with monies or other property of the school district.
8. Has failed to pay or make reasonable provision for future payment of his/her debts to such an extent that such failure shall be detrimental to the school district. (Each case will be determined on its merits.)
9. If the employee has falsified any time sheet or time card to his/her benefit to receive a greater amount of pay.
10. If an employee is absent for one or more days at a time on two occasions and fails to notify the employer in advance.
11. The employer from time to time may post additional items provided a special conference is held with the Union on the items to be posted. It is further agreed that the employer shall notify the representatives of the Union when disciplinary action has been taken.

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