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*Romulus Community Schools*

ROMULUS COMMUNITY SCHOOLS  
11401 OLIVE STREET  
ROMULUS, MICHIGAN 48174

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## AGREEMENT

This Agreement entered into on this 13th day of October, 1969 between the Romulus Community Schools (hereinafter referred to as the "EMPLOYER") and the International Union of the American Federation of State, County, and Municipal Employees, and Council 23 and its affiliate Local Union No. 64 (hereinafter referred to as the "UNION").

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

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

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







## 5. REPRESENTATION

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

## 6. STEWARDS AND ALTERNATE STEWARDS

A. In each classification employees in the unit shall be represented by one Steward who shall be a regular employee and working in the classification.

B. The Stewards, during their working hours, without loss of time or pay, may in accordance with the terms of this section investigate and present grievances to the Employer, upon having advised their Supervisor of same. The Supervisor will grant permission and provide sufficient time to the Stewards to leave their work for these purposes. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Stewards will perform their regularly assigned work at all time, except when necessary to leave their work to handle grievances as provided herein. An employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after a written warning, to disciplinary action.

## 7. SPECIAL CONFERENCES

Special Conferences for important matters outside the scope of this Agreement may be arranged between the Local President and the Employer or its' designated representative upon the request of either party.

## 8. GRIEVANCE PROCEDURE (Time of Answers)

The Employer will answer in writing any grievance presented to it in writing by the Union:

A. By the immediate Supervisor within three (3) working days.

B. By the designated representative of the Employer within seven (7) working days from the date of the meeting at which the grievance was discussed.

C. The grievance must be presented in writing by the Steward to the immediate Supervisor within five (5) working days after its occurrence in order to be a proper matter for the grievance procedure.

## 9. PRESENTING A GRIEVANCE

Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

Step 1. a) If an employee feels that he has a grievance he shall discuss the grievance with his immediate supervisor. The employee may choose to have the Union Steward present. The employee shall not leave his assigned job to discuss the grievance without

## 9. PRESENTING A GRIEVANCE

securing permission from his Supervisor.

b) The Steward may discuss the grievance with the immediate supervisor.

c) If the matter is thereby not disposed of, it will be submitted in written form by the Steward to the immediate Supervisor.

Step 2. a) If the immediate Supervisor's answer is not satisfactory, the grievance may be referred to the Local President who may submit his appeal on an agenda to the Employers designated representative. A meeting between no more than three representatives of the Local Union and representatives of the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within seven (7) working days from the date the agenda is received by the Employer, or his designated representative.

b) The Local President or his representative shall be allowed reasonable time off his job without loss of time or pay, not to exceed four (4) hours in any one week to investigate a grievance he is to discuss with the Employer. The Supervisor will grant him permission to leave his work for this purpose. Any additional time needed will be granted without pay.

Step 3. a) If the answer is not satisfactory in the second stage, the grievance will then be presented to the School Superintendent or his designated representative for a disposition.

Step 4. a) If the Board of Education and the Union fail to resolve the grievance, the aggrieved person or the Union may invoke the mediation procedures of Section 7 of Act 336 of Public Acts 1947, as amended, of Michigan, and Sections, 10, 11, and 25 of Act 176 of Public Acts of 1939, as amended, of Michigan. In this event, the Board and the aggrieved person or Union may be represented in subsequent meetings or required hearing by such persons, in reasonable number, as they may each determine.

### Step 5.

If the Union is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration and an impartial arbitrator.

If the parties cannot agree as to the arbitrator he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.

The Board and the Union shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to either party.

The arbitrator shall have no power to alter or subtract from the terms of this agreement. The fees and expenses of the arbitrator shall be shared equally by the parties and neither party shall be responsible for the expenses of witnesses called by the other.

## 10. TIME OF APPEALS

A. Any grievance not appealed from an answer at the first step of the grievance procedure to the second step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

B. A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

## 11. WITHDRAWAL OF CASES

After a case has been referred to the Advisory Arbitration, the case may not be withdrawn by either party except by mutual consent.

## 12. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate and no claim will be allowed for back wages prior to a period of twenty (20) days before filing of grievance.

## 13. DISCHARGE, DEMOTION, AND LAY-OFF

A. The discharge or the demotion of an employee may be made only for reasonable and just cause.

B. Use of Past Record. In imposing any discipline on a current charge the Employer will not take into account any prior infractions which occurred more than four (4) years previously nor impose discipline on any employee for deliberate errors or mistakes on his employment application after a period of two (2) years from his date of hire.

C. Any employee whose services are terminated because of necessary reduction in personnel shall be given reasonable notification, in writing, by the direction of the Board and shall be re-appointed according to seniority to the first vacancy, providing said employee is able to perform said operations of the appointment.

## 15. SENIORITY

A. Employees hired to permanent positions in the Romulus Community Schools shall be considered as probationary employees for the first sixty (60) days of their employment. After employees have finished the probationary period, they shall be entered on the seniority list of their department and shall rank for seniority from the first day of employment (60) sixty days prior to the day they completed the probationary period; upon mutual agreement of the Board and the Union the probationary period may be extended for thirty (30) days.







## 24. LEAVE POLICY

Health leave, when recommended by a physician, shall be granted as per leave policy stated above. At the end of such leave the employee must either return or resign unless a special extension is recommended by the Superintendent. When the employee's health, as determined by a physician, permits his return, the Superintendent or his designee shall return him to his former assignment.

### b. Maternity Leave

A maternity leave may be granted not to exceed one (1) year. The employee requesting such leave should file her request in writing not more than two (2) months after the pregnancy has been determined. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue in her position not later than the sixth (6th) month. Her return to duty shall be subject to all the rules and regulations stated above. The Board will allow a person on maternity leave to return to her original position upon thirty (30) days notice of her intention to return providing a position is available in her former department. Should no position be vacant the person on leave shall be given the first position open for which she qualifies.

### c. Study or Peace Corp Leave

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

### d. Military Leave

Any permanent employee of the School District who terminates employment in the School District to perform active service in the armed forces of the United States is entitled to re-employment rights in the position he is vacating, or one of like status and pay scale, provided the employee serves only one draft term or until the state of emergency is ended, and provided also as follows:

1. The position vacated is other than temporary
2. He is honorably discharged from the armed services
3. He applies for re-employment within ninety (90) days after discharge or from hospitalization continuing after discharge for a period of one(1) year, and
4. He is still qualified to perform the duties of the position.
5. He shall be re-employed at such time as a similar assignment can be made.

## 24. LEAVE POLICY

6. In the event of re-employment, the following provisions shall apply:

- a. Accrual of seniority shall be granted
- b. Same salary bracket which they would have attained during their leave.

### e. Educational Leave for Veterans

1. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal laws in effect on the date of this agreement.

2. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the school when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in case of an emergency.

Furthermore, all provisions of the Military Leave and Education Leave for Veterans policies shall be in accordance with state and Federal laws governing military leaves of absence.

### f. Leave for Union Business

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority; not to exceed two (2) employees.

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

## B. Sick Leave

1. Permanent employees who are absent from duty because of personal illness shall be allowed annual sick leave on full pay at the rate of one day for each month of service; twelve (12) month employees, ten (10) month employees with unlimited accumulation. In any one year the employee may use, from his accumulated sick leave, not to exceed ten (10) days for death or illness in the immediate family, or because of quarantine or court subpoena for other than personal business. Such sick leave days must be earned before the employee is entitled to same.







### 33. VACATIONS

After being employed in the system for ten (10) complete fiscal years each employee will be granted fifteen (15) work days vacation with pay. After fifteen (15) complete fiscal years each employee will be granted twenty (20) work days.

#### B. Ten (10) Month Employees.

All ten (10) month employees shall be granted five (5) work days vacation with full pay annually. Any employee hired on a ten (10) month basis who worked less than (10) months his first year shall be granted one-half work day for each calendar month employed.

After completing five (5) years of employment on or before June 30 of current school year employees will be granted ten (10) work days vacation with full pay.

Vacation for part-time employees will be pro-rated accordingly:

a. The time for pro-rating will be from September 1 until the official date for closing school for the current school year.

b. The following schedule will be used:

108 hrs.	- 1/2 hr. per day
216 hrs.	- 1 hr. per day
324 hrs.	- 1-1/2 hrs. per day
432 hrs.	- 2 hrs. per day
540 hrs.	- 2-1/2 hrs. per day
648 hrs.	- 3 hrs. per day
756 hrs.	- 3-1/2 hrs. per day

### 34. HOLIDAYS

#### A. Twelve (12) Month Employees - (10) Days

The following are recognized holidays with pay:

New Year's Day, January 1	1 day
Good Friday	1 day
Memorial Day, May 30	1 day
July 4th	1 day
Labor Day	1 day
Thanksgiving Day, Thursday	1 day
Friday after Thanksgiving Day	1 day
December 24th	1 day
Christmas Day, December 25th	1 day
December 31st	1 day

#### B. Ten (10) Month Employees - (9) Days

The following are recognized holidays with pay:

New Year's Day, January 1	1 day
Good Friday	1 day
Memorial Day, May 30	1 day
Labor Day	1 day











DURATION

This Agreement shall become operative as of July 1, 1969, and shall continue in full force and effect until June 30, 1972.

Either party may reopen this contract for purpose only of negotiating proposed changes in the salary structure and fringe benefits by notifying the other party in writing not less than ninety (90) days nor more than one hundred and twenty (120) days prior to July 1, 1972. Such written notice shall specify any changes desired by the party giving such notice and shall be sent to the other party by registered mail.

Items of the Master Agreement which are considered in error may be reopened for negotiation by mutual consent. The parties shall meet within five (5) months of the expiration date for the purpose of negotiating changes and amendments to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

BOARD OF EDUCATION  
ROMULUS COMMUNITY SCHOOLS

Leo Harris  
President

Leon J. Carroll  
Negotiator

Metro Council #23 A.F.S.C. & M.E.

Carl W. Morris  
President

William E. Jackson  
Negotiator

BOARD of EDUCATION









ADDENDUM TO CONTRACT

Local 64 - Board of Education

Correction

Page 22: Second paragraph in Duration Section which reads  
"prior to July 1, 1972"

should read  
"prior to the end of each fiscal year"

Deletion

Page 24: Classification, 10 months, Grade 1, delete  
"Assistant Principal"

Additions

Page 24 Classifications, 12 months, Grade V add  
"Senior High - Assistant Principal Secretary"

Classifications, 10 months, add

"Note: Ten month secretarial staff will work 43 weeks with Christmas and Easter school recesses as scheduled work time. They shall receive the same benefits as other 10 (ten) month employees. Exceptions to this work schedule may be arranged with the appropriate building administrator"

/s/ Leo Harris

Leo Harris, President  
Local 64

/s/ W. E. Jakad

W. E. Jakad, Negotiator  
Board of Education

December 4, 1969