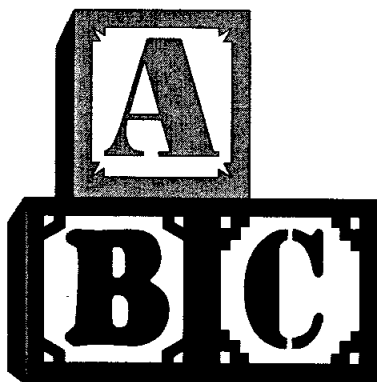


**THE
ROSEVILLE
COMMUNITY SCHOOLS**

AGREEMENT

2005-2006

50030
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Teamsters
EX



**TEAMSTERS
LOCAL 214
CHILD CARE UNIT**

BOARD OF EDUCATION

**JOSEPH G. STEENLAND
PRESIDENT**

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VICE-PRESIDENT**

**ALFREDO FRANCESCONI
SECRETARY**

**JUDY HARTWELL
TREASURER**

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TRUSTEE**

**MINA FRANK
TRUSTEE**

**BARBARA MIGLIO
TRUSTEE**

**JOHN R. KMENT
SUPERINTENDENT**

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TEAMSTERS LOCAL 214 CHILD CARE UNIT

COLLECTIVE BARGAINING AGREEMENT

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

ARTICLE 1 **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:

Child Care Aide
Preschool Teacher
Preschool Aide

Excluding all other employees of the District. An employee may hold a position in more than one classification if scheduling permits.

ARTICLE 2 **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 on 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 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 3
AGENCY SHOP AND CHECKOFF

- A. Membership in the union is not compulsory. All employees have the right to join, not join, maintain or drop their memberships in the Union as they see fit. Neither party shall exert any pressure and/or discriminate against any employee as regards such matters.
- B. All present employees who are members of the bargaining unit on the effective date of this Agreement shall, as a condition of continued employment, join the Union or pay a service fee in an amount equal to that portion of the Union's membership dues which is related to the negotiation and administration of this Agreement. For present employees, this obligation shall commence on the date of the execution of this Agreement. For future employees who become members of the bargaining unit, the obligation shall commence on the thirtieth (30th) day following their day of entry into the bargaining unit.
- C. 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 payment to the Union. The amount of the dues will be certified to the District by the Secretary-Treasurer of the Union. 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.
- D. 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.
- E. In the event that an employee is thirty (30) days in arrears of dues assessments, the services of that employee shall be discontinued thirty (30) days after notice of the fact is given to the District if the employee has not paid the amount in arrears to the Union or filed an authorization to deduct dues or fees from their regular pays.
- F. If any provisions of this Article are invalid under Federal Law or Laws of the State of Michigan, all other provisions of the Article shall remain in full force and effect. The Board shall meet upon request of the Union to negotiate for the purpose of adequate replacement. The Agreement shall also be guided by the Federal Wage Price Council directives and controls.

ARTICLE 3
AGENCY SHOP AND CHECKOFF (CONTINUED)

- G. The Union and its members may use District buildings and/or facilities at reasonable times and hours for meetings when such buildings are available and operation staff 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 designated for Union use.
- H. The Board agrees to furnish 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 on behalf of the employees, together with information which may be necessary for the Union to process every grievance. However, nothing herein shall be construed to expand the provisions in the Freedom of Information Act.
- I. Employees may request payroll deductions for those things that are normally deducted by the district such as Credit Union, Savings Bonds, United Foundation, and Teamster's Drive Fund. This in no way obligates the district to initiate any new deductions.

ARTICLE 4
SENIORITY

- A. Seniority shall be determined as that period of time commencing with the last date of hire in a classification represented by the bargaining unit.
- B. Seniority shall be effected following satisfactory completion of the probationary period and shall date from the last day of hire. The last day of hire is the employee's first regular working day after being hired. An employee shall earn no seniority for any month during which s/he is not paid for more than half of the scheduled workdays.
- C. Notwithstanding their positions on the seniority lists, one steward representing the aides and one steward representing the teachers, in the event of layoff of any type, will continue at work as long as there is a job in his/her bargaining unit classification for which s/he is qualified and can perform. In the event the steward is laid off s/he shall be recalled to work on the first open job in his/her bargaining unit classification for which s/he is qualified and can perform.
- D. A copy of the seniority list shall be provided to the Union steward annually.

ARTICLE 4
SENIORITY (CONTINUED)

- E. An employee shall lose seniority and be considered to have terminated employment with the Roseville Schools for any of the following reasons:
1. Resignation
 2. Discharge when discharge is not reversed through the grievance procedure.
 3. The employee is absent three (3) consecutive workdays without notification to the District (extenuating circumstances may be considered).
 4. Failure to return to work within the specified time after recall from layoff.
 5. Failure to return to work from a leave of absence or failure to notify the Board of intent to return from leave two (2) weeks before return date.
 6. Retirement from the district.

ARTICLE 5
PROBATIONARY EMPLOYEES

- A. New employees hired into the Unit shall be considered as probationary employees for the first sixty (60) scheduled workdays of their employment. The sixty workdays shall be accumulated within not more than sixty (60) scheduled workdays.
- B. Upon completion of the probationary period, the new employee shall be entered on the seniority list and shall rank for seniority from the last day of hire.
- 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 the agreement.

ARTICLE 6
VACANCIES, PROMOTIONS AND TRANSFERS

- A. In the event that a new classification is established and management decides that the position falls within the scope of this bargaining unit, or is so ordered by MERC, the parties shall meet, if the Union so requests, within a fifteen (15) working day period to establish a wage rate appropriate for the position.

ARTICLE 6
VACANCIES, PROMOTIONS AND TRANSFERS (CONTINUED)

- B. If management declares that a vacancy exists or a new position is created within the bargaining unit, employees shall be given the opportunity to bid for the position. However, the best candidate, whether a member of the unit or a new hire, will be awarded the opening.
- C. Transfers shall be made before promotions, demotions or new employees are hired. The Board may deny a transfer if it feels the denial is in the best interest of the District or the program. Upon request the administration will provide reasons for the denial. The denial may be appealed to the Deputy Superintendent but will not be subject to the grievance procedure.
- D. If a transfer creates a vacancy which must be posted and filled, no moves shall be made until all the created vacancy(s) have been posted and filled. During the school year, the District shall be required to post and fill only two such created vacancies; the third such vacancy shall be filled by the District and then bid at the end of the school year. All the affected transferees shall be paid only for the hours they actually work. No transferee would be entitled to any extra pay because of the delay in implementing the moves.
- E. Vacancies shall be posted for a period of not less than five (5) working days, at all locations where bargaining unit members are located, at which time the posting will be closed.
- F. Employees interested in the vacancy shall indicate their interest in writing within the posted bid period if they wish to be considered.
- G. When scheduling permits, every effort will be made to offer additional hours to existing staff before hiring substitutes.

ARTICLE 7
LAYOFF AND RECALL

A. **LAYOFF**

- 1. Reduction of bargaining unit employees shall be accomplished through layoff. Should a layoff be necessary, the following procedure shall apply:
 - a. Management may ask for employees to volunteer to take a layoff.
 - b. All temporary employees not replacing seniority employees expected to return to the position will be released before any bargaining unit employee.

ARTICLE 7
LAYOFF AND RECALL (CONTINUED)

- c. 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.
- d. Seniority employees whose classification is to be reduced shall be laid off in seniority order after the removal of new probationary employees, beginning with the least senior.
- e. The employee shall be given advance notice of layoff. The amount of advance notice shall be determined by the Board and shall not be the subject of a grievance.

B. RECALL

- 1. When the work force is increased after a layoff the laid off employees will be recalled by seniority, beginning with the most senior, to the classification from which they were laid off. An employee on layoff has the right to reject an offer of recall without losing his/her place on the recall list, if the offer of recall is for a lesser position than that held by the employee at the time of layoff.
- 2. The notice of recall shall be sent to the employee's last known address by first class mail, or by phone call to the last known phone number, followed by a first class mail confirming letter.

It is the responsibility of the employee to maintain a current address and phone number on file. Within 5 days of being notified of a recall, the employee will notify the supervisor of his/her intent to return to work or not return to work. If the employee fails to report to work within ten days from the date of the recall letter or phone call, the employee shall be considered to have resigned from the district. The employer agrees to notify the Union of the recall at the same time as the mailing.

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

ARTICLE 8
DISCIPLINARY ACTION AND DISCHARGE

- A. Disciplinary action shall be imposed only for just cause.
- B. Disciplinary action shall be defined as any action by the employer including one or more of the following:
 - Oral reprimand
 - Written reprimand
 - Suspension
 - Discharge or Demotion
 - Place on probation
- C. The Union shall be notified when an employee has been disciplined.
- D. In the event of disagreement over the disciplinary action to suspend, demote or discharge, the employee or Union may initiate a grievance at the second (2nd) step of the grievance procedure.

ARTICLE 9
WORK DAY - WORK WEEK

- A. Work schedules shall be determined by the Board based on its needs. The available work schedules will be filled by the Board considering the requests of the employees in seniority order. If an employee does not agree with his/her assignment s/he may request a written reason for the assignment. The employee may appeal the assignment to the Deputy Superintendent and there will be no recourse to the grievance procedure to object to the assignment.
- B. The normal work week shall be no more than five (5) consecutive days.
- C. The Friday before Labor Day will not be a scheduled workday unless the district designates it as a teacher workday or a student instructional day.
- D. Employees who work four (4) consecutive hours shall be entitled to a 15 minute paid relief break; six consecutive hours a 15 minute paid relief break and a 30 minute paid lunch period; eight consecutive hours two (2) 15 minute paid relief breaks and a 30 minute paid lunch period.

Exception: Daily schedule for Preschool Classes only:

15 minutes	Set up
2 hrs 30 minutes	Class
15 minutes	Clean up
15 minutes	Paid break
15 minutes	Set up
2 hrs 30 minutes	Class
15 minutes	Clean up

ARTICLE 9
WORK DAY - WORK WEEK (continued)

- E. When a need arises the supervisor may utilize volunteers to work at a different location. Typically, the least senior available employee shall be required to work at a different location than the one to which s/he is normally assigned. If necessary to meet programming needs, the employer may reassign staff without regard to seniority.
- F. The employer will be responsible for arranging replacements for absent employees.
- G. Every effort will be made to provide teachers assigned to preschool classes with 60 minutes of paid time per week for planning and preparation.
- H. Employees who report for their scheduled assignment and are sent home because of lack of work will be paid for one half of their scheduled hours.

ARTICLE 10
OVERTIME

Overtime will be paid at the rate of time and one-half for all hours worked in excess of eight hours in one work day, and/or for all hours worked in excess of forty (40) hours in one work week. If an employee is required to work on a regularly scheduled off day, then the Board will pay one and one-half (1 1/2) times the regular rate of pay for all hours worked on that day, provided that the employee has been paid for all regularly scheduled days of work in that work week.

ARTICLE 11
SUMMER WORK

If summer work is available, the employer will fill positions from among volunteers within the classification. Assignments will be made by the employer based on the best interest of the District or the program. If there are not enough volunteers the Board shall have the right to assign employees as needed, within classification in reverse order of seniority. Any additional benefits for employees doing summer work will be negotiated between the Union and the District.

ARTICLE 12
FUNERAL LEAVE

Up to three days of paid funeral leave may be granted in the event of a death in the immediate family. The immediate family is defined as spouse, son, daughter, mother, father, sister, brother or grandparents and the corresponding in-laws of the employee. Employees shall inform their immediate supervisors of the need to be absent for funeral leave, in advance if possible. The notification shall include the name of the deceased, the relationship and the expected length of the absence.

ARTICLE 13
SICK LEAVE

- A. Effective September 2002 – June 2004:
Employees who work ten (10) or ten and one half (10 1/2) months shall be eligible for .4 paid sick days per month (for a total of 4 per year).
- B. Effective September 2004:
Employees who work ten (10) or ten and one half (10 1/2) months shall be eligible for .5 paid sick days per month (for a total of 5 per year).
- C. Such earned time will be credited to each employee's individual bank at the beginning of each month; but an employees shall not earn sick leave following any month during which the employee did not receive pay for more than one-half of their scheduled working days in that month. The bank shall accumulate without limitation.
- D. 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.
- E. All absences must be reported to the supervisor and to the personnel office at least one hour prior to scheduled starting time. An employee absent for eight (8) or more consecutive working days 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.
- F. Attendance Policy After consultation with the Union the Board will develop an attendance policy and provide copies to all staff members. The policy shall address the use of sick days, prolonged absence, and disciplinary action.

ARTICLE 14
PERSONAL LEAVE DAYS

- A. During each school year, two (2) days charged to the individual's sick leave allowance may be used for personal business which cannot be conducted outside business hours. No personal leave days will be granted during the first two weeks or last two weeks of the school year.
- B. These days shall not accumulate from year to year.
- C. Employees shall not be allowed more than two personal days per year, and they must be requested, in writing, at least twenty-four (24) hours in advance of their use. In extenuating circumstances the time limit may be waived.

ARTICLE 15
LEAVES OF ABSENCE

- A. Employees with two (2) or more years of service in Child Care may be considered for a leave of absence except an employee after their probationary period may be approved for a medical leave upon written request stating the type of leave, expected duration and submission of documentation.
- B. Leaves of sixty (60) or fewer calendar days and all medical leaves which are for one (1) year or less duration will be with no pay but will continue to accrue seniority and maintain the fringe banks at the level that existed when the leave started and there will be a guarantee of return to the employee's original position.
- C. Leaves of longer duration will be without pay, and will maintain the fringe banks at the levels that existed when the leave started. Seniority will accrue in accordance with Article 4; sick time will accrue in accordance with Article 13. Vacation will accrue in accordance with Article 18. Wages will advance in accordance with Appendix A. There will be no guarantee of return to the employee's position that s/he held immediately prior to the leave. Upon request to return, the employee shall only be placed in a vacancy; a probationary employee may be laid off to create the vacancy. If the person does not have a position at the end of two (2) years after the termination of their leave, s/he shall be dropped from the seniority list. Employees who do not return to work or respond to call backs within two weeks of the conclusion of the leave period will be terminated. The vacancy shall then be posted as a permanent position.
- D. If the Board declares a vacancy due to an employee taking a leave of absence for less than sixty (60) days or for medical reasons for less than one (1) year the position will be posted as a temporary vacancy in accordance with the procedures in Article 6.
- E. If the employee on leave does not return to work, the position shall then be posted as a permanent position.

ARTICLE 16
JURY DUTY

- A. Employees who serve jury duty shall be paid the difference between their regular day's pay and the per diem jury service fee paid by the court(s) for all scheduled work days that the employees is required to report for jury duty. The employee will report for work when not actually serving a jury duty.
- B. Employees subpoenaed into court to give testimony relating directly to their employment may request to be paid the difference between their salary and the amount paid as witness fee(s).

ARTICLE 17
MANAGEMENT'S 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. Further all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested solely in the District, including, but not limiting the generality of the foregoing, the sole right:
- to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of materials and equipment to be used and discontinuance of any services or methods of operation to include, change, and/or eliminate new methods, processes or equipment, and decide on supplies and equipment to be purchased;
 - to direct the work force, to assign the type and location of work assignments and determine the number, location and type of programs; to determine the size of the work force and increase or decrease its size; to hire new employees, to assign, promote, demote, and layoff employees;
 - to establish and change work schedules, work standards and the methods, processes and procedures by which such work is to be performed; to schedule overtime work.
 - to establish work rules and to determine penalties for violation of rules and other improper conduct, and to discipline, suspend, and discharge employees;
- B. Board reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this agreement.

ARTICLE 18
GRIEVANCE PROCEDURE

- A. A grievance is defined as a claim by an employee, group of employees, or the Union that there has been a violation, misapplication or misinterpretation of the terms of this agreement. A grievance filed under this agreement will be resolved in accordance with the following procedure.

Step 1.

The employee and/or the representative of the Union shall first discuss the matter with the immediate supervisor directly with the object of resolving the matter informally. If the matter remains unresolved the employer shall submit a written response within five (5) working days after the discussion to the employee and to the Union representative.

Step 2.

In the event that the answer from step 1 is not satisfactory to resolve the grievance, the employee and/or the Union may within five (5) working days after the receipt of the answer in Step 1, file a written statement of the grievance with the Deputy Superintendent. The Deputy Superintendent will set up a meeting to discuss the grievance within five (5) working days after receipt of the written grievance with the employee and the Union representative. The Deputy Superintendent will submit a written answer within five (5) working days after the meeting to the employee and the Union Representative.

The written grievance shall contain:

1. The name of the aggrieved employee or employees if known.
2. The description of the incident giving rise to the grievance.
3. The section or sections of the Agreement allegedly violated.
4. The requested remedy for the grievance.

Step 3.

If the response from Step 2 is not satisfactory to resolve the grievance, the Union may within five (5) working days after receipt of the response from Step 2 appeal the written grievance to the Superintendent. A meeting shall be arranged within five (5) working days to discuss the grievance with the employee, the union representative and/or the union business representative.

The Superintendent shall provide a written response to the grievance within five (5) working days after the meeting to the employee, the union representative and the union business representative.

Step 4.

The Teamsters Grievance Panel shall review each grievance of a suspension and/or dismissal and determine whether or not the grievance will be processed for Arbitration. The Panel will inform the Superintendent as to whether the grievance shall proceed to Arbitration.

Step 5.

If the dispute remains unresolved after steps one (1) through four (4) the Union may, within sixty (60) days after receipt of the employer's response at Step three (3) with a written notice to the employer, submit the grievance to an impartial arbitrator selected from the Federal Mediation and Conciliation Service, under and in accordance with the rules of said service.

ARTICLE 18
GRIEVANCE PROCEDURE (CONTINUED)

- B. The decision of the Arbitrator shall be binding on both parties.

The Arbitrator shall have no power or authority to add to, delete from, alter or modify the terms of this Agreement, nor shall s/he have the power to substitute his/her judgement for the judgement of the Board.

The Arbitrator shall be requested to submit her/his decision on the matter within thirty (30) calendar days after conclusion of the hearing.

The fees of the Arbitrator shall be shared equally by both parties. All other expenses shall be paid by the party incurring the expense.

- C. The employee and Union representative shall be allowed to attend all meetings and hearings contained in this procedure without loss of pay or time.

ARTICLE 19
UNIFORMS

The employer will provide the agreed upon apron/smock to each bargaining unit member. The apron/smock will be agreed upon between the supervisor and the steward.

ARTICLE 20
VACATION/HOLIDAYS

- A. Vacation schedules must be approved in advance by the immediate supervisor. No vacations will be granted during the first two weeks of the school year, the first week of summer camp, or the training week scheduled prior to each of those sessions.

- B. Vacation time shall be granted on September 1 based on the following formula:

After two (2) years of service	3 days
After three (3) years of service	5 days
After five (5) years of service	7 days
After ten (10) years of service	10 days

Vacation days shall be utilized in non-working periods during the school year, as designated by the employee and approved by the immediate supervisor.

- C. An employee shall earn no vacation for any month during which s/he is not paid for more than half of the scheduled workdays.

ARTICLE 20
VACATION/HOLIDAYS (CONTINUED)

- D. Vacation days shall be utilized in non-working periods during the school year, as designated by the employee and approved by the immediate supervisor.
- E. When a scheduled holiday falls during an employee's vacation, his/her vacation shall be extended to compensate for such holiday(s).
- F. If a regular pay period falls during an employee's vacation the paycheck may be received in advance of going on vacation if the request for the advance pay is submitted two (2) weeks in advance of the vacation.
- G. Upon death, retirement, resignation, layoff or discharge the earned vacation pay accrued shall be paid to the employee or to the estate of the employee.
- H. Employees shall receive their current rate of pay based on straight time regular earnings for a vacation period.
- I. Beginning in 2002, and thereafter, Thanksgiving, Christmas Day, New Years Day, Good Friday and Memorial Day will be paid holidays for bargaining unit members. The employee must be on a paid status the scheduled day prior and the scheduled day following the holiday in order to receive payment for the holiday.
- J. If the district is closed due to inclement weather, and teachers and other employees are paid for the day, bargaining unit members will also receive pay for the day.

ARTICLE 21
PERSONNEL FILE

- 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 present personnel file.
- B. Employees have the right to review their individual personnel files during working hours at times arranged in advance. Employees may obtain copies of the file at no cost to the employee. Employees may request to remove from their personnel files unfavorable anecdotal reports three (3) or more years old and all non-district material.

ARTICLE 22
MILEAGE

Employees required to use their own automobiles on official school business including travel from one building to another because they are reassigned to another location shall be reimbursed at a rate equivalent to that adopted by the Roseville Schools upon submission of proper forms approved by their immediate supervisor.

ARTICLE 23
UNION LEAVES AND FACILITY USES

- A. The Chief Steward and Stewards of the Union may attend a function of the International Union such as a conference or convention, shall be allowed time off without loss of pay provided that such leave shall not exceed five (5) days, and three (3) Stewards per year. The Chief Steward and Stewards attending under this provision shall be certified by the Local Union President in advance so management has enough time to provide for coverage of the positions affected.
- B. The Union building representatives and Union officers shall be permitted use of typewriters and duplicating machines according to building procedures. Paper, stencils, and similar materials used shall be limited to Local Union business and shall be reimbursed, at cost, to the building.

ARTICLE 24
IN-SERVICES

Two staff meetings will be scheduled per year.

If employees are required by the Board to attend workshops, in-services or staff meetings the employees shall be compensated for attending. The Board will pay the costs and fees for any workshops or inservice training that it requires the employee to attend.

ARTICLE 25
STUDENT DISCIPLINE

Employees shall be responsible for the care and discipline of the students in the program(s) within the classroom. The employer is responsible for administering the disciplinary program to resolve problems that the employee, through appropriate action, has not been able to resolve.

ARTICLE 26
STRIKES AND LOCKOUTS

- 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 disciplinary action.
- B. The Board agrees not to lock out employees of this bargaining unit.

ARTICLE 27
INVALID PROVISIONS OF THE CONTRACT

In the event that any of the terms, conditions or provisions of this agreement should be rendered or declared invalid by reason of existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, a special conference may be called to discuss the provisions declared or rendered invalid. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 28
REQUIREMENT TO NEGOTIATE

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

Therefore, the Board and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE 29
MEDICAL COVERAGE

The district will develop a program of medical coverage provided by a health maintenance organization and enable employees to purchase the coverage through a Section 125 payroll deduction plan. All costs will be assumed by the employee.

ARTICLE 30
DURATION

This Agreement shall continue in full force and effect from the date ratified by the Union and approved by the Board from July 1, 2005 through June 30, 2006 when it shall terminate.

Should either party wish to extend or modify this Agreement, they shall give the other party written notice to that effect not less than ninety (90) nor more than one hundred and eighty (180) days prior to its expiration date.

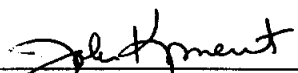
The parties agree that based on a request by either party, all non-economic issues or a portion thereof maybe renegotiated in the second and third years of the contract.

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

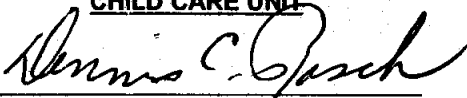
IN WITNESS WHEREOF, parties hereto have caused this agreement to be executed on the 24th day of June 2005.

FOR ROSEVILLE COMMUNITY
SCHOOLS

TEAMSTERS LOCAL 214
CHILD CARE UNIT



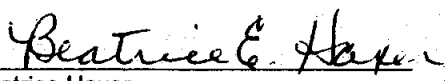
John Kment
Superintendent




Dennis Rasch
Business Representative



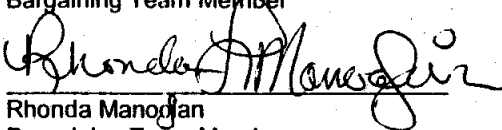
Rebecca Vasil
Deputy Superintendent



Beatrice Haxer
Bargaining Team Member



Deborah Goethals
Supervisor-Early Childhood



Rhonda Manojan
Bargaining Team Member

APPENDIX A
WAGES

- A. Effective August 13, 1990 employees shall be placed on the salary schedule based on the anniversary date of their employment. An employee shall earn no credit for salary step increase for any month during which s/he is not paid for more than half of the scheduled workdays.

An employee will move forward on the salary schedule one step after one (1) year period in the position, on the anniversary date of being assigned to the position.

SALARY SCHEDULE

		<u>AIDES</u>	<u>PRESCHOOL TEACHERS</u>
<u>2005/06 School Year</u>			
Step	1	\$7.82	\$17.75
	2	8.38	18.44
	3	8.95	19.15
	4	9.50	19.72

Current members of the bargaining unit shall be placed on a step according to their anniversary dates in the position.

- B. After 5 years of employment, twenty-five cents (\$.25) per hour will be added to the hourly rate. (Ex. \$9.50 after 5 years will be \$9.75). After 10 years of employment, forty cents (\$.40) per hour will be added to the hourly rate. (Ex. \$9.50 after 10 years will be \$9.90). After 15 years of employment, sixty cents (\$.60) per hour will be added to the hourly rate. (Ex. \$9.50 after 15 years will be \$10.10).