

2007-2010

MASTER AGREEMENT

between

ROMULUS COMMUNITY SCHOOLS

and

**THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
COUNCIL 25 AND LOCAL 64**

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AGREEMENT

This Agreement entered into on this 1st day of July, 2007 between the Romulus Community Schools (hereinafter referred to as the "Employer") and the American Federation of State, County and Municipal Employees and Michigan Council 25 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.

ARTICLE I- RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the following described bargaining unit:

“All non-teaching employees, excluding noon aides, crossing guards, teacher aides, technical aides and supervisors as defined in the Act.”

Section 2. It is mutually recognized that the principle of proportional of representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

Section 3. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization during the life of this Agreement, respecting the unit covered by this Agreement.

ARTICLE II - UNION SECURITY

Section 1. Service Fee Obligation

- A. Membership in the Union is not compulsory. 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. Membership in the Union is separate, apart and distinct from the assumption by one of his equal service fee obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.
 - 1. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- C. In accordance with the policy set forth under paragraph A of this section, all employees shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, a service fee to be determined by the Union, but in no event greater than the monthly membership dues for other employees in the unit. For present employees, such payment shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.
 - 1. In the event that provisions listed in paragraphs A and B of this section are not met, the Board, upon receiving written and signed complaint from the Union indicating the employee has failed to comply with the conditions, shall terminate the employment of said employee. The Union agrees that this termination constitutes just cause.

ARTICLE III - CHECK-OFF OF UNION DUES

Section 1. Check-Off

A. Payment by Check-Off or Direct to Union

Employees may tender the initiation fee and month membership dues or service fee by signing the Authorization for Check-Off of Dues Form, or may pay the same directly to the Union.

1. Check-Off Form

During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who individually executes or has executed an authorization form authorizing such deductions.

2. Deductions

Deductions shall be made only in accordance with the provision of said Authorization for Check-Off of Dues, together with the provision of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deduction not in accordance with this provision.

3. When Deductions Begin

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time written authorization is delivered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

B. Delivery of Executed Authorization of Check-Off Form

1. A properly executed copy of such Authorization for Check-Off of dues Form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues Form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

2. Delivery of Additional Check-Off Forms

The Union will provide the Employer any additional Authorization for Check-Off of Dues Forms under which Union membership dues are to be deducted.

C. Refunds

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws refunds to the employee will be made by the Local Union.

D. Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the tenth (10th) day of the following month. The Employer shall furnish the designated financial officer of the Local Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-Off Dues Forms but for whom no deductions have been made.

E. Termination of Check-Off

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

Any employee may voluntarily cancel or revoke the Authorization for Check-Off deduction upon thirty (30) days written notice to the Employer and the Union based on any one of the following reasons.

1. An employee is promoted out of the bargaining unit.
2. An employee is temporarily placed outside the bargaining unit for a period exceeding thirty (30) days.
3. An employee is leaving employment with notice of resignation served to the Employer.

F. List of Members Paying Dues Directly

The Local Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues directly to the Local Union, thereafter the Union will furnish the Employer a monthly list of any changes.

Section 2. Limit of Employer's Liability

- A. The Employer shall not be liable to the Union by reasons of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- B. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Article II, of this Agreement.

ARTICLE IV - REPRESENTATION

Section 1.

A. Stewards

1. Employees in the unit shall be represented by one (1) steward in each departmental area who shall be a regular employee and working the departmental area for which they are elected to represent. Departments will be one (1) steward for Bus Drivers, Bus Aides, Secretarial-Clerical, Mechanics, Maintenance, Food Service, Custodial, My Friends and Me and Video Technicians, Security and a Chief Steward whose jurisdiction shall be all departments.
2. 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 request, the steward shall be granted permission to leave their work without undue delay. 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 proper handling of grievances and will not be abused and will not interfere with the work duties of the steward or other employees.

B. Time off for Negotiating Committee

The members of the negotiating committee shall be relieved from their regular duties upon reasonable notice to their Supervisor to enable them to negotiate with the designated representatives of the Board. Members of the negotiating committee will be allowed to attend meetings and the Board shall pay all members of the Committee when they are conducting negotiations at their regular rate of pay for all time consumed during their regular hours.

C. Release Time

It is understood that should there be a need for the Union President to appear at the Council No. 25 Offices in connection with representation of Local No. 64, such time will be granted at the discretion of the Superintendent of Schools.

Section 2. Notices to Union

A. Employee Movement

1. A Board packet shall be sent to the local President prior to the regular scheduled Board Meetings, including minutes of the official proceedings of the Board.
2. A copy of the official personnel actions represented within the jurisdiction of the union (promotions, transfers, new hires, demotions, layoff, discipline or discharge) shall be sent to the union on a timely basis.

3. The Employer will supply the Union with a list of names, addresses, and job locations of newly hired employees.

B. Copies of Records

1. The Employer shall provide the Union President with Official Board Policies pertaining to employees represented by Local 64 placed in a notebook. Furthermore, the Employer shall send copies of new policies to the Union within thirty (30) days of their effectiveness.
2. Personnel files may be reviewed as outlined in Bullard-Plawecki "Employee Right to Know Act." (See Appendix B)

Section 3. Visits by Union Representatives

The Employer agrees that representatives of the American Federation of State, County and Municipal Employees, District Council Representatives or International Representatives shall have access to the premises of the Employer during working hours, provided it does not interfere with the work process, to conduct union business pertinent to the facility upon notifying the Employer's designated representative.

Section 4. Special Conferences

- A. Special conferences for important matters will be arranged between the Local Union President and the Board or its designated representative upon mutual agreement of the Superintendent and the Local President. Such meeting shall be between representative(s) of the Board and Council 25 representative, if necessary.
- B. Arrangements for special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time of their attendance at such meetings. Matters taken up at a special conference shall be confined to those items set forth in the agenda, however, the agenda may be amended by mutual consent of the parties.
- C. Union members shall not lose time or pay for time spent in such special conferences if held during their scheduled working hours and provided such members have notified their immediate supervisors in advance of their attendance at such meetings.
- D. Such conferences shall be held within ten (10) work days after the request is made. This time limit may be extended if mutually agreed by both parties in writing.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. A grievance is defined as an alleged violation of a specific article and section of this agreement, or the interpretation or applications of any article and/or section of this agreement.

Should differences arise between the Board and the Union during the term of this Agreement as to the interpretation or application of the provisions of this Agreement an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to, except where stated otherwise in this agreement.

- A. **Step I:** The employee with the Union steward present, if requested, shall discuss the grievance or dispute with the immediate supervisor within ten (10) working days of its occurrence or knowledge of its occurrence. The supervisor shall respond to the employee and the Steward, if present, within three (3) working days.
- B. **Step II:** If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union President to the Superintendent of Schools or his designee within five (5) working days after the supervisor's response is due. The Superintendent or designee shall meet with the Grievance Committee and respond to the Union President in writing within ten (10) working days.
- C. **Step III:** If the grievance is still unsettled, either party may after the reply of the Superintendent or designated representative is due, by written notice to the other, request arbitration, within forty-five (45) working days.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

If the parties fail to select an arbitrator, the American Arbitration Association, which shall act as administrator of the proceedings, shall mail a prospective panel of arbitrators to each party.

The arbitrator so selected will hear the matter promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted. The power of the arbitrator stems from this Agreement and his function to interpret and apply this Agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he have any power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant.

The costs of the arbitrator's services, including his expenses, if any, shall be borne equally by the parties. Each party shall pay for its own expense.

Section 2. Time Limits

- A. All time limits set forth herein shall be strictly adhered to.
- B. Extensions of any time limits must be by the consent of both parties and submitted in written form by the requesting party prior to the extension of time at any step in the grievance procedure.
- C. The Union may withdraw any grievance without prejudice at any step of the grievance procedure. Such withdrawal shall not constitute an acceptance of the Board's last answer nor establish a precedent on the subject of the grievance.
- D. Any grievance not processed timely by the Union shall be considered settled on the basis of the last step answered by the Board or its representatives.
- E. Any grievance not answered timely by the Board or its representatives at any step shall advance to the next step of the grievance procedure by the Union.

Section 3. Grievance Settlement

If any employee pursues a grievance without Union support, the right of the Union to be present and to present a view at hearings in Steps Two and Three is preserved, and the Union is to receive copies of written decisions at all levels. Grievance decisions with individual employees which appear in conflict with the Master Agreement may be aggrieved by the Union beginning at Step Two. Notwithstanding the expiration of this Agreement, any grievance arising there under may be processed through the grievance procedure until resolution.

Section 4. Time Off for Officers

- A. The Local President shall be allowed reasonable time off the job without loss of time or pay to investigate a grievance to be discussed with the Employer. The Supervisor will grant permission to leave work for this purpose.
- B. Stewards shall be allowed reasonable time off the job, without loss of time or pay, to attend the first step grievance meeting and to investigate the grievance at their level, with permission to leave work from their supervisor.
- C. The grievance committee shall be allowed reasonable time off without loss of time or pay to attend meetings with the Employer involving grievances.

Section 5. Time Off for Witnesses

When the grievance committee, or the designated representative of the Board deem it necessary for witnesses to be called at any step of the grievance procedure, said witnesses shall be relieved from their regular duties upon due notice to their supervisor and they shall be compensated at their regular rate of pay for all time so consumed during their regular working day.

ARTICLE VI - DISCHARGE AND DISCIPLINE

Section 1. Discipline

- A. It is agreed that the Employer will utilize the theory of corrective discipline and to take such actions as deemed necessary for good and just cause.
1. It will be the policy of the Board to warn a seniority employee orally in the form of a discussion meeting. If the employee so wishes, a Union representative may be present.
 2. It will be the policy of the Board to give at least one (1) written warning for a continued violation, with a copy to the employee and the Union prior to being placed in the individual's personnel file.
 3. It will be the policy of the Board to suspend an employee for one (1) day to two (2) weeks for a continued violation. A memo outlining the offense will be given to the employee with a copy to the Union and a copy to the employee's personnel file.
 4. It will be the policy of the Board to give more severe discipline depending on the severity of the infraction.
- B. An employee is entitled to have a Union representative present at any such act of discipline.
- C. A meeting will be held with any employee subject to discipline prior to the Board or its designee imposing any discipline.
- D. Use of Past Records
- In imposing any discipline on a current charge the Employer will not take into account any prior infractions which occurred more than two (2) years previously 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. If a grievance is upheld, all information will be removed from his personnel file pertaining to each grievance.
- E. No material derogatory to an employee's conduct, service, character or personality shall be placed in said employee's personnel file unless the employee is given the opportunity to first read such material. The employee shall acknowledge that reading of this material by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that the material has been read and does not necessarily indicate agreement with the contents.

Section 2. Discharge/Suspension

- A. The discharge, suspension, or demotion of a seniority employee may be made only for reasonable and just cause.
- B. In cases of suspension or discharge, the seniority employee has the right to discuss the Board's action with a Union Representative, during the work day, upon Board property, before being required to leave the premises of the Board.
- C. In the event the affected seniority employee believes that the suspension or discharge is unjust, under Section 1, above, the matter may be processed through the grievance procedure starting at Step 2 thereof, provided a written grievance is filed within seven (7) working days.
- D. In the event it should be decided by the Employer or under the grievance procedure that the seniority employee was discharged without just cause or excessively disciplined, the Employer shall reinstate such employee as may be decided under the grievance procedure.

ARTICLE VII - SENIORITY

Section 1. Definition and Scope

Seniority is length of service giving preference and priority to employees who have completed their probationary period, for employment when work is available. In the event of a tie in seniority, the tie shall be broken by reference to a table of random numbers and the social security numbers of the involved employee as outlined in Attachment "A" of this agreement. The employee whose number appears first on the table shall be deemed to have higher seniority than the other involved employee(s).

Section 2. Seniority Lists

- A. The seniority list on the date of this Agreement, will show the names and job titles of all employees of the unit entitled to seniority and their work location.
- B. The Employer will keep the seniority list up-to-date at all times and will provide the Local Union President with up-to-date copies when requested.
- C. Leaves for illness with pay, injury, military duty with the Armed Forces of the United States or for Union purposes shall not be considered as interrupting seniority.

Section 3. Probationary Employees

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 worked. Approval and official hiring will take place at the first Board of Education meeting following the first day worked. Upon

mutual agreement of the Employer and the Union the probationary period may be extended for thirty (30) days.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment. The Union shall not represent probationary employees who have been laid off, discharged or disciplined.

Section 4. Loss of Seniority

- A. An employee shall lose seniority for the following reasons only:
1. An employee quits.
 2. An employee is discharged and the discharge is not reversed through the grievance procedure.
 3. An employee fails to return within five (5) working days after having been called to work. In proper cases, exceptions shall be made by the Employer.
 4. An employee is absent for three (3) consecutive working days without notifying Employer. In proper cases, exceptions shall be made by the Employer. After such absence, the Employer will send written notification to the employee at his last know address that he has lost his seniority and his employment has been terminated.
 5. Failure to return from sick leave and leaves of absence will be treated the same as 3 above.

Section 5. Shift Preference

If there is an opening, shift preference will be granted on the basis of qualifications and seniority within the classification. In proper cases, exceptions shall be made. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which the written request was made.

ARTICLE VIII - LAYOFF - RECALL

Section 1. Layoff

Should a reduction in working force become necessary, the following provisions shall apply.

- A. All substitute, temporary, seasonal and probationary employees shall be laid off first.
- B. Reduction shall be based on classification seniority as outlined in Appendix A shall begin with the lowest seniority employee within a particular job classification.

- C. An affected employee can bump within their district-wide seniority into an equal or lower pay rated and hours classification providing the employee has the qualification and the ability to perform the work.
- D. Preference for available work shall be given to laid off employees first who are able to perform the work.
 - 1. Laid off employees shall be paid at their seniority step of the classification in which they are working.
 - 2. If such employee works in the same assignment for a period of twenty-one (21) consecutive working days, said employee shall be entitled to full benefits and seniority except as modified below:
 - a. Laid off employees working when work is available and who continue payment of their insurance premiums during lay-off shall be entitled to a reimbursement of all such premiums, since first day in that assignment under the qualifications of #2 above.
 - b. Laid off employees who do not continue their insurance premiums during layoff will not be entitled to a reimbursement from the School District.
 - 3. The employer shall not consistently alter the worker's schedule, once assigned, to deter the employee from receiving full time or full benefit status.
- E. In a case of layoff, an employee will carry seniority to his length of service but not to exceed four (4) years.
- F. When possible, the Union shall be notified, in writing, ninety (90) calendar days in advance of any lay off and thirty (30) calendar days advance notice of anticipated layoffs shall be given to employees; however, no less than ten (10) work days notice will be given to the union and employees.

Section 2. Status of Union Officers

In case of layoff the President, Chief Steward and Classification Stewards shall be retained in their respective shifts, location and classification so long as work is available or in a classification which they are qualified to perform.

Section 3. Recall

- A. When the work force is increased within a classification after a layoff, employees will be recalled to the classification laid off from in accordance with their classification seniority, starting with the most senior first. Notice of recall shall be sent to the employee at the last-known address by registered or certified mail. If an employee fails to report for work

within ten (10) days from the date of mailing of notice of recall, the employee shall be considered to have resigned. Extensions may be granted by the employer in proper cases.

- B. Upon assignment to a regular position, an employee who has been laid off will maintain formerly accumulated seniority and sick days.
- C. No new employees will be hired by the Board as long as there are employees laid off who have seniority, except to fill positions those on layoff are not qualified to fill. The Board will notify laid off employees of all appropriate job openings while employees are on layoff.

Section 4. Deletion of Work

- A. If there is any foreseeable elimination of work or discontinuance of a classification, the Union shall be notified and such movement or discontinuance shall be discussed with the Union in order to provide for protection of the seniority of the employees involved. This language is not limited to a layoff situation only but to any situation which may delete from the bargaining unit.
- B. In the event a classification is eliminated in a work location and shift and a dispute arises as to the Union Officers, Stewards or designated representatives seniority assignment, the dispute will be resolved in accordance with the Special Conference language of this Agreement.

ARTICLE IX - PROMOTIONS-TRANSFERS-DEMOTIONS

Section 1. Definition

- | | |
|----------------------|---|
| <u>Promotion:</u> | A move to a higher rated job classification intended to be permanent. |
| <u>Lateral Move:</u> | A move to a classification at an equal rate of pay. |
| <u>Demotion:</u> | A move to a classification at a lower rate of pay. |

Section 2. Vacancy

When the Superintendent or his designee declares a vacancy in the bargaining unit, the following apply:

- A. The Board will post the vacancy within ten (10) days and shall fill the vacancy within thirty (30) days.
- B. The Local Union President will be notified and a notice of job vacancy will be posted for five (5) working days on each employee bulletin board in each building. The notice shall set forth a description of the job, the qualifications for the job, the hours and shift, location, salary and shift premiums.

- C. During the employee vacation periods (i.e., during summer ten [10] month employees) the Employer will notify all employees by mail provided said employees provide the personnel office a sufficient supply of self-addressed stamped envelopes for this purpose.
- D. All employees in the school district, regardless of their classification, who possess the ability and qualifications, may bid on such job vacancies during the five (5) working day notice and no bid made after the expiration of the five (5) working day notice will be considered in filling the vacancy.
- E. Lateral moves involving the same level and work classification and work year and demotions will be filled by the highest seniority employee bidding within the same classification as the vacancy providing he/she is qualified and has the ability to do the work of the vacancy.

Lateral moves are limited to one move per twelve month period, excepting transportation and food service employees. The qualifications shall be listed on the job posting. If the highest seniority employee is not selected for the position, the following procedures shall be followed. Applicants will be selected by following criteria.

- 1. Written Test = 25 Points Total
 - 100 - 90% = 25 Points
 - 89 - 80% = 20 Points
 - 79 - 70% = 15 Points
 - 69 - 60% = 10 Points
 - 59 - 50% = 5 Points

Maximum Score = 25 Points

- 2. Demonstrate Abilities = 25 Points Total
(Keyboarding, Operation of Equipment, etc.)
- 3. Interview = 30 Points Total
 - Appearance = 10 Points
 - Attitude = 10 Points
 - Communication Skills = 10 Points
- 4. Evaluation/Experience
 - Work History = 30 Points Total
 - Evaluation = 10 Points
 - (Note: If no evaluation on file, then employee shall receive 10 points)
 - Experience = 10 Points
 - Work History = 10 Points

In using the above components the Employer shall have the prerogative to waive any of the components. In the event of a waiver of a component, the bargaining unit applicant

shall be scored at the maximum score for passing. Non-bargaining unit members shall be scored at the minimum score for passing.

The employer shall use standardized tests and standardized questions in the interview of all applicants. AFSCME Local 64 shall have access to the exam and results and the questions and answers of each applicant upon request. All components of the process shall be related to the position.

Finally, in determining qualification for the secretary positions, no computer program shall be favored over another where the applicant can demonstrate that the function and application result in the same finished product.

Where an employee has previously passed the written and/or skilled examination for classification i.e., Secretary I, II, III, they shall not be required to test and shall receive the maximum score. In the event scores are equal in points, seniority shall be the governing rule.

(See Letter of Understanding Appendix E)

- F. If the vacancy is not filled pursuant to "E" above then the highest district wide seniority bidding employee shall be granted the position providing he is qualified and has the ability to do the work of the vacancy.
- G. In cases of promotion only; qualifications, job performance and evaluations will be the deciding factors in determining the best qualified for the position, regardless of seniority. In the event that more than one employee is determined to be the best and are equally qualified, the position shall be given to the employee with the greater seniority.
- H. In the event the applicant with the most seniority is not selected for the vacancy, reasons for denial shall be given in writing to said employee with copies to the Union President.
- I. When a job bid has been accepted, the employee shall be placed in the new job within fifteen (15) working days.
- J. Any applicant selected shall be given a trial period not to exceed ninety (90) working days to determine if he is capable of performing the work. Employee may return to former position any time during their first sixty (60) working days either at employee or employer option. Should the trial period go beyond sixty (60) working days, but not more than ninety (90) working days, the employer may return the employee to the lowest seniority position within their previous classification with no loss of wages, hours, or benefits.
- K. The School District has the right to authorize and administer tests as to the qualifications necessary for any new position. It is further agreed that if two (2) or more candidates are being considered for the same position, that the tests being given to both will be the same.

Section 3. Trial Period

During the trial period, the employee shall receive the same step of pay in the new classification as was held in the prior classification.

Section 4. Working Out of Classification

The employees will work within their classification. However, employees may be assigned to another classification when necessary. If this classification carries a higher hourly rate, the employee shall be paid at the higher rate while working in the classification.

Section 5. Creating New Jobs

When a new part time or full time job is placed in a unit classification and wages shall be negotiated between the employer and the union and made a part of this agreement.

When new qualifications or specifications are added to existing positions, the present employee will be given advanced notice and opportunity to qualify for that job. Should the employee no longer wish the job, it will be posted.

Section 6. Accepting a Position Outside

If an employee ACCEPTS A POSITION under the Employer not included in the bargaining unit, and LATER RETURNS TO A POSITION under the Employer within the bargaining unit, he shall not suffer any loss of benefits under the provisions of the contract between the parties. However, the Employee shall not accrue seniority credit for the for that period of time worked outside the bargaining unit. With the Employer's approval, an employee may return to the bargaining unit and may bid on any open position for which they qualify and shall be considered as internal applicants.

ARTICLE X - SICK LEAVE - EARNING AND USING

Section 1. Sick Leave

Permanent employees who are absent from duty because of illness shall be allowed annual sick leave with full pay at the rate of one day for each month of service with unlimited accumulation. Sick leave will be granted in case of personal illness of an employee or to attend a member of the immediate family who is ill or incapacitated. Employees reporting for work and subsequently become ill, will be allowed to use sick time in units of one tenth (1/10). Sick leave shall not be granted during the probationary period but earned days shall be posted to the employee's credit at the completion of the probationary period.

- A. Unused sick leave days will accumulate and be designated as "Accumulated Sick Leave Bank." When sick leave is exhausted, an employee will not accrue any more days unless working. An employee's absence will be chargeable to his accumulated sick leave. An employee while on sick leave will be deemed to be on continued employment for the

purpose of computing all benefits referred to in this Contract, except as herein stated. An actual statement of sick leave days accumulated to July 1, will be issued to each employee at the beginning of each school year.

- B. Expected absences and return to work will be reported to the employee's immediate supervisor. As much advance notice will be given as soon as possible, at least one (1) hour before the start of the employee's scheduled duties except in case of emergency.
- C. No reduction in pay or hours will result from absence from duty while an employee is on sick leave, until his absence exceeds accumulated sick leave days.
- D. An employee's absence due to the following may be charged against accumulated sick leave days:
 - 1. Absence occasioned by an illness or injury in the employee's immediate family. Immediate family means spouse, child, parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, brother and sister.
 - 2. Absence occasioned by an employee illness or injury. If an employee is absent five (5) or more days, a doctor's statement certifying illness or injury may be required. If illness is of a serious or contagious nature, a certificate from the employee's doctor certifying recovery may be required.
- E. An employee who is absent because of illness, will indicate on his absence report slip whether the absence has been due to personal illness or family illness.
- F. Hospitalization and all other insurance premiums will continue to be paid by the Board to cover the extended illness of an employee, for not to exceed ninety (90) days, following the total use of accumulated sick leave days.
- G. The Employer will not contact an employee at home on days when employee calls in sick as outline in this section, except in an emergency or the suspected abuse of sick leave.

Section 2. Duty Connected Injury Leave

- A. Any employee who is absent because of an injury or disease sustained or contracted while on duty for the Romulus Community School District, compensable under the Michigan Worker's Compensation Law shall receive from the Employer the difference between the Worker's Compensation payment and his regular salary for a period not to exceed eight (8) weeks or forty (40) working days. This benefit to be provided without reduction of sick leave bank. At the end of the eight (8) weeks or forty working days. At the end of the eight (8) weeks or forty (40) working day period, the employee has the option of District sick leave benefits or continued Worker's Compensation. Ten (10) month employees not working will not receive the Employer payment during the summer recess.

- B. Any probationary employee who is on compensable injury leave shall accumulate time toward seniority. Service credit for probationary employees for pay, sick leave, and vacation purposes, shall be earned at the prevailing rate during compensable injury leave; however, these benefits will not accrue until completion of the probationary period. When granted, pay increments will be retroactive to the time the probationary period would have ended had there been no compensable injury leave.
- C. An employee who has been incapacitated for his regular work by compensable injury or occupational disease while employed by the Board may be employed in other work in the School District for which he is physically and professionally qualified to perform. The Board will determine qualifications. Differences of opinion as to qualifications between the Board and the Union will be a subject for the grievance procedure at Step 3.
- D. An employee who is affected by a layoff during the term of a compensable injury shall be recalled in his order by seniority and the School District will reinitiate payment of the difference between the regular Worker's Compensation and his full salary.

Section 3. School Related Assaults

Absences resulting from school related assaults shall be construed as duty connected injuries.

Section 4. Family Medical Leave Act

Any Local 64 employee in the system who becomes pregnant or requires time off for post-childbirth, maternal care immediately following pregnancy, or requires time off in accordance with Family Medical Leave Act shall be granted a leave of absence.

A Local 64 employee given a Leave of Absence for pregnancy shall receive credit toward the annual salary increment on the schedule appropriate to her rank but such leave shall be without pay. A leave of absence for post childbirth maternal care shall be without salary and without increments.

ARTICLE XI - LEAVES OF ABSENCE

Section 1.

- A. Employees shall be eligible for leaves of absence after one (1) year of continuous employment by the School District immediately prior to such leave of absence and under the conditions specified in Section 2 and 3 of this Article.
- B. Leaves of absence for a period not to exceed one (1) year except as otherwise provided herein, shall be granted for the following reasons: the term "leave of absence" shall not be limited to personal illness or injury; maternity; family illness; active military service as specified below; required attendance at a court trial as evidenced by court order; or education as specified below. Leaves of absence shall not be granted to permit an employee to engage in other employment or self-employment.

- C. No extensions of a leave of absence, or a second leave of absence, shall be granted except upon the recommendation of the Superintendent of Schools.
- D. For all approved leaves, excluding sick leave and maternity leave, the employee's unused sick leave will be retained in their sick bank and will be reinstated to the employee upon his return to work from a leave of absence.

Section 2. Unpaid Leaves

A. Union Business

Any bargaining unit employee elected or appointed by the Union to do work which takes him from his employment shall at the written request of the employee be granted a leave of absence, without pay.

However, no more than two (2) employees may be on such leave at the same time. The period of the leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the employee and the approval of the Board; however, only one (1) extension shall be granted. Employees on such leave shall continue to accrue seniority.

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

B. Education

After completing one (1) year of service, any employee, upon request, may, at the discretion of the Employer, be granted a leave of absence for educational purposes.

C. Military Leave

Any employee who enters into the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence in accordance with the applicable Veterans and Selective Service Acts. Upon return from such leave, the employee shall be reinstated to his former position, without loss of seniority, at the current rate of pay in his classification. A probationary employee who enters the Armed Forces of the United States and meets the foregoing requirements must, upon his return, complete his probationary period.

1. 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.

2. Educational Leave for Veterans

- a. 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.
- b. 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 in full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in case of an emergency.
- c. 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.

Section 3. Paid Leaves

A. Sick Leave

Sick leaves, not to exceed six (6) months during the school year, shall be granted at the request of an employee with a statement from a licensed physician indicating such leave is necessary. A sick leave may be extended for an additional six (6) months period during the school year at the discretion of the Board and upon further documentation from the employee's physician indicating why the extension is necessary. When an employee is released by his personal physician, he will be reinstated to work with a seven (7) day prior notice to the Superintendent. Such notice of intent to return to duty after a sick leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his duties or limited duty capability.

1. Sick leaves without pay are to be taken when paid sick leave has been exhausted.
2. Employees returning from sick leave will be reinstated to the same classification held at the time of the request for leave. They will be paid the rate that is in effect in that classification at the time they return. Seniority shall be retained at the same level as that held at the beginning of the leave.
3. Unpaid sick leaves will not be granted for longer than a one (1) year period unless otherwise granted through the discretion of the Board.

B. Jury Duty

Any seniority Employee who is called to and reports for jury duty shall be paid by the Board for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work and does not work, an amount equal to the difference between the employee's regular straight time hourly rate exclusive of overtime or any other premium for the number of hours up to eight (8) that he other-wise would have worked and the daily jury duty fee paid by the Court. The Board's obligation to pay an employee for performance of jury duty under this section is limited to a maximum of sixty (60) days in any calendar year. In order to receive payment under this section, an employee must give the Board prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. The provisions of this section are not applicable to any employee who, without being summoned, volunteers for jury duty.

C. Leave of Reserve or National Guard Duty

Employees who are in some branch of the armed forces or the National Guard will be paid the difference between their regular pay and payment for duty in the Reserve or National Guard when they are on full time service duty in the Reserve or National Guard, during the normal work week, provided proof of service and pay is submitted, or if called for any State or National emergency. Pay for such leaves shall not exceed ten (10) work days in any twelve (12) month period.

D. Funeral Leave

A leave of absence not to exceed three (3) days, not chargeable to the employee's accumulated sick leave, may be granted, to attend the funeral of a member of the employee's immediate family within the state. Immediate family is defined in Article X, Section 1. Should the funeral take place outside the state, the employee shall be granted, upon approval of the Superintendent of his designee, a leave of absence not to exceed five (5) days to attend such funeral.

1. Department representation at an employee's funeral with pay be subject to administrative approval. Other employees who wish to attend the funeral of a fellow employee may do so, but without pay.

E. Union Leave

One (1) Union delegate shall be allowed two (2) working days each year, with pay, to attend Union conventions and conferences.

F. Personal Business Days

Four (4) sick bank days may be used as per contract upon approval of the Superintendent or his designee for the transaction of personal business.

1. Personal business days may not be taken immediately preceding or following a holiday or school recess unless permission is applied for by the employee and granted by the Superintendent of Schools in advance of the intended absence. Failure to follow this procedure may result in loss of pay for days absent.
2. Personal business days shall not be cumulative, but shall remain as part of the sick leave bank. (See Article X)
3. Application for personal business days shall be made forty-eight (48) hours prior to the time such leave is to commence except in emergency situations.

**ARTICLE XII -
EMPLOYEE CLASSIFICATIONS AND WORKING CONDITIONS**

Section 1. Job Descriptions

The Board will describe and define job classifications and job descriptions. Where job descriptions are detailed it is recognized that it is impossible to be absolutely specific and include each and every description; however, they will pertain to classification work or related work. Job descriptions are intended as illustrative and each employee recognizes the concept that he is a member of the work force that has a total job to accomplish.

Section 2. Full-Time Twelve (12) Month Employees

A full time twelve (12) month employee is defined as one who is employed twelve (12) months or fifty two (52) weeks per calendar year, including secretaries, maintenance, transportation and skilled classifications.

- A. The employee will work an eight (8) hour day; except a clerical employee will work seven and one half (7½) hours per day. (Except those secretarial classifications which require an eight [8] hour day.)
- B. The work week will be five (5) days, forty (40) hours a week, except that the clerical work week will be thirty seven and one-half (37½) hours. (Except those secretarial classifications which require a forty [40] hour week.)
- C. The employee will work on days when school is not in session, except for holidays as outlined in Article XV.

Section 3. Full-Time Forty-Two (42) Week Employees

A full-time forty-two (42) week employee is defined as an employee who is employed forty-two (42) weeks per school year, inclusive of clerks and other applicable classifications.

- A. The workday will consist of seven and one-half (7½) hours.

- B. The workweek will consist of thirty-seven and one-half (37½) hours.
- C. Forty-two (42) weeks employment does not include work on legal holidays, Christmas vacation and Spring vacation.
- D. If a ten (10) ten and one-half (10½) month employee works the full twelve (12) months they will receive the regular full time benefits

Section 4. Full-Time Forty (40) Week Employees

A full-time forty (40) week employee is defined as one who is employed forty (40) weeks per school year and includes Cooks, Clerical Personnel, Bus Drivers and other applicable classifications.

- A. The workday will consist of eight (8) hours, except where a work schedule has been established for less hours. A Head Cook whose work schedule is established for seven and one-half (7½) hours or more, will receive fringe benefits as if they worked eight (8) hours.
- B. The workweek will consist of forty (40) hours, except where a work schedule has been established for less hours.
- C. Forty (40) weeks employment does not include work on legal holidays, Christmas vacation and Spring vacations.
- D. All classifications included in this group shall be entitled to all fringe benefits including sick and vacation time accumulation.

Section 5. Permanent Part-Time Employees

A permanent part-time employee is defined as one on the permanent payroll who, because of the work schedule, works less than five (5) hours per day, five (5) days a week.

- A. The employee will work on a straight hourly basis in accordance with the pay schedule.
- B. The employee will be given first consideration for advancement to full time employment (subject to the provisions outlined in Article XX).
- C. Beginning the day on which the employee began work in a higher paying position, they will receive the rate of pay of that position.

Section 6. Substitute Employees

This group is not within the bargaining unit. Any employee in this group may be a substitute for maintenance, operations, transportation, clerical, and cafeteria employees, My Friends and Me and Video Technicians.

- A. The employee will be paid on a straight hourly basis at ten cents (\$.10) less per hour of the Step I wage for the job classification they are substituting in.
- B. The employee will be given consideration for permanent part time or full time employment, provided he has the qualifications and ability.
- C. The employee will not receive pay for time not worked.
- D. The employee will not receive sick leave or fringe benefits.

Section 7. Temporary Employment

- A. Temporary employees are those who are employed on an emergency basis for a period not to exceed twenty-one (21) consecutive working days at any time during school. Temporary employees are not entitled to any of the fringe benefit provisions set forth for permanent employees in the Union Contractual Agreement.

Section 8. Seasonal Employment

The parties agree that regular employees of this Bargaining Unit shall be given preference in respect to summer assignments and that such assignments shall be made according to seniority and within classifications, or within classifications the employee has the ability to perform. The Employer shall determine needs for employees in any classification during the summer months. Insofar as it is possible to predict such needs before the end of the school year, a list of such needs will be compiled and posted in each building. Any bargaining unit employee may apply in writing for such prospective employment provided the employee is qualified to do the work. Priority will be given, in seniority order, to employees within the classification first.

There are two (2) categories of seasonal employees:

- A. Permanent less than twelve (12) month employees employed for the summer vacation period.
 - 1. Less than twelve (12) month employees doing similar work shall be paid at their regular rate of pay, i.e., custodians doing custodian work, secretaries doing secretarial work, etc.
- B. Summer employees are employed during the summer period from June to September.

**ARTICLE XIII -
WORKING HOURS, PREMIUM PAY, OVERTIME**

Section 1. Regular Hours

- A. A regular full time employee will be scheduled to work a regular shift and each shift will have a regular starting and quitting time. A work schedule showing the employee shift,

work days, and hours will be posted on bulletin boards. Except for emergencies, work schedules will not be changed without negotiation.

- B. Beginning the day on which a permanent employee works in a higher paying classification, the employee will receive the next higher rate of pay above the step in their regular classification for all time worked in a higher paying classification.
- C. No supervision, certified personnel, parents, etc., shall assume regular duties of an employee except in emergencies.

Section 2. Work Day

Eight (8) consecutive hours (seven and one-half (7½) hours for Clerical) within a twenty-four (24) hour period, will constitute a regular shift, except for emergencies or unusual job requirements.

Section 3. Work Week

The work week will be Monday through Friday, inclusive.

Section 4. Relief Periods

All full-time employees working no less than thirty-seven and one-half (37½) hours per week shall be entitled to two (2) fifteen (15) minute relief periods and an uninterrupted lunch period daily. Time of the periods will be at the discretion of the Union and management with occasional variance due to job requirements.

Any employee working three and one-half (3½) hours shall be entitled to a fifteen (15) minute relief period after the first two (2) hours.

Section 5. Overtime Pay and Hours

- A. A full-time employee will receive time and one-half his regular hourly rate of pay under the following circumstances:
 - 1. All work over eight hours (8) hours per day.
 - 2. All work over forty (40) hours per week.
 - 3. Saturday work - If #2 above applies.
- B. A full-time employee will be paid double his regular hourly rate for work performed on a holiday and for work performed on a Sunday for other than school sponsored activities. Refusal to work overtime shall be charged as overtime worked for purposes of equalization.
- C. Employees may accumulate compensatory time (comp. time) in lieu of payment for overtime if mutually agreed to by the employee and supervisor. If compensatory time is

agreed to, it will be accumulated as stipulated by law. Compensatory time must be used during the school year that it was earned. If the compensatory time is not used by June 30 of the school year in which it was earned, payout will occur prior to August 1.

- D. All overtime must have prior approval of Supervisor (or designee) except in cases of emergency.
- E. Overtime hours will be kept on a list and posted for inspection.

Section 6. Reporting/Call-In Time

A. Reporting Time

If an employee reports for work at his regular starting time without having been notified prior thereto that no work is available, he will be paid call-in pay according to the following schedule:

1. 7½ - 8 hours/day - (12 month personnel) - 4 hours pay.
2. 4 - 8 hours/day - (10 month personnel/continuous day schedule) - ½ of daily scheduled hours.
3. 4 - 8 hours/day - (10 month personnel - split day schedule) - 2 hours or the total hours of that segment they report for.

B. Call-In

Any employee called to work outside of his regularly scheduled shift who works more than two hours shall be paid for minimum of three (3) hours at overtime rate. Double time will be paid on Sundays and holidays. In the event that an employee is called in for two (2) or less hours before the beginning of his/her regular shift, the employee may be dismissed from work 2 hours early or shall be paid the three hour minimum at the overtime rate. All overtime must have prior supervisor approval, except in cases of emergency.

Both the employer and the Union agree that the changes made to call-in pay will expire on June 30, 2010, unless an extension is mutually agreed to.

1. In the event employees are requested by their department to report for work at times other than their regular work shift in order to meet emergency situations (i.e., vandalism, etc.) within the building, the employee shall receive pay as per the schedule in paragraph A above. Such call-in procedures shall not, however, apply for overtime worked on a continuation of the employee's regular work shift.

Should the call-in emergency exceed hours spelled out in paragraph A above all hours will be paid at the rate of time and one half or double time, if applicable.

Section 7. Changes

There shall not be any arbitrary change in hours solely to avoid the payment of overtime. There shall be no conflict between the work rules and the terms of this Agreement.

Section 8. Act of God

When an Act of God day has been declared by the Superintendent or his designee, all employees will be paid their regular days salary as if scheduled to work. In the event work is required of any employee on this day, he shall be awarded a compensatory day or proportionate compensatory time. This compensatory time will be applied for by the employee and may be taken with the approval of the immediate supervisor.

ARTICLE XIV - VACATIONS

Section 1.

A. Twelve (12) Month Employees

1. All twelve (12) month employees shall be granted one (1) day's vacation with full pay for each full calendar month of employment.
2. Twelve (12) month employees only can use vacations intermittently provided prior written approval is given at least five (5) days before the vacation. If too many employees request the same period the issue will be decided based on seniority. Any exceptions to this must be granted by Superintendent and/or designee.
3. After being employed in the system for five (5) complete years, each employee will be granted fifteen (15) days vacation with pay. After fifteen (15) complete years each employee will be granted twenty (20) days vacation.

B. Ten (10) Month Employees

1. 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 works less than ten (10) months his first year shall be granted one-half (1/2) work day for each calendar month employed.
2. After the close of the fifth (5th) school year of employment on or before June 30, an employee shall be granted ten (10) vacation days.

3. After the close of the tenth (10th) school year of employment on or before June 30, an employee shall be granted twelve (12) work days vacation.
 4. Vacation for regular part-time employees will be prorated accordingly:
 - a. The time for pro-rating will be from July 1 until the last payday in June for the current school year.
 - b. The following formula will be used: Total hours paid divided by 190, times vacation entitlement per master agreement.
- C. All vacation time must be used within twelve (12) months from the time it is earned, or this vacation time shall be lost to the employee.
- D. Pay Advance
1. If a regular pay day falls during the employee's vacation he will receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check fourteen (14) days before leaving if he desires to receive it in advance.
 2. If an employee is laid off or retires, he will receive any unused vacation credit. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.
 3. Rate during Vacation: Employees will be paid their current rate of regular work week but not over forty (40) hours for one (1) week, eighty (80) hours for two (2) weeks, or one hundred twenty (120) hours for three (3) weeks while on vacation, dependent on the number of weeks allowable, and will receive credit for any benefits provided for in this Agreement.

ARTICLE XV - HOLIDAYS

Section 1.

- A. The following are recognized holidays with pay for twelve (12) month employees:

January 1	Friday after Thanksgiving Day
Good Friday	December 24
Easter Monday	December 25
Memorial Day	December 31
July 4th	*Three Holiday Leave Days
Labor Day	Martin Luther King Day
Thanksgiving Day	

- B. The following are recognized holidays with pay for ten (10) month employees:

January 1	Friday after Thanksgiving Day
Good Friday	December 24
Easter Monday	December 25
Memorial Day	December 31
Labor Day	*Three Holiday Leave Days
Thanksgiving Day	Martin Luther King Day

*These days to be used only between Christmas Day and New Years Day.

Labor Day is only a paid holiday when the employee works the district's work day immediately before and after the holiday.

- C. July 4th holiday pay shall be paid to all regularly scheduled personnel who work the day prior to or the day following the holiday.
- D. If the holiday falls on Saturday, the employee will be given one (1) day off on the previous Friday. If the holiday falls on Sunday, the employee will be given one (1) day off on the Monday following. When the Fourth of July, Christmas Day, New Year's Day, fall on a Saturday, the employee will be given on (1) day off on Friday prior to the holiday. The day before the Fourth of July will be given if the holiday occurs on Tuesday or the day after the Fourth of July if the holiday occurs on Thursday. The employee must have worked in full the company's regularly scheduled straight-time work day prior to and the company's regularly scheduled straight-time work day subsequent to the holiday. In the event it is necessary for the employee to work because school is in session, he will be given compensatory time off at the employee's discretion.
- E. Any legislative action establishing new holidays in Michigan will be agreed to by the Employer and the Union. Because for both parties to meet and make necessary additions to the current holiday schedule.
- F. During the mid-winter break and Martin Luther King Day in the school calendar all employees (excluding substitutes) affected by such break will be paid their regular contracted rate of pay for that time.
- G. Further, employees in the following areas may be required to work during such break, in which case they shall earn compensatory time.
 - 1. Mechanics
 - 2. Maintenance - Custodial Personnel
 - 3. Clerical - Warehouse Personnel
 - 4. Bus Drivers with out-of-district runs

Section 2. Sick and vacation time shall be considered as time worked for holiday pay purposes. Employees on any unpaid leave will not qualify for holiday pay.

ARTICLE XVI - INSURANCE - SEVERANCE PAY

Section 1. Insurance

A. Medical

Effective the beginning of the month 30 days following ratification, or as soon thereafter as is possible, change the health insurance to Community Blue Option I with a \$5 generic/\$10 brand prescription drug rider. This includes the Dependent Continuation (DC) Rider and the Sponsored Dependent (SD) Rider. The cost of the SD Rider is paid by the employee. Effective July 1, 2006, change the \$5/\$10 drug rider program to a \$10/\$20 drug rider program.

Blue Cross dental coverage for Local 64 members will increase to a \$1500.00 annual maximum. Coverage will be upgraded to conform to the dental coverage received by other bargaining units and administration.

B. Opt-Out

Employees eligible for District-paid health insurance who are covered by another employer-paid group health plan can opt-out of the District's group health plan under the following terms and conditions:

1. To opt-out, an employee must file a written statement acknowledging that he/she is covered by another group health plan.
2. An employee who opts-out shall be entitled to accrue a payment of \$100 per monthly billing period for any billing period during which hospitalization insurance is not provided by the District during the calendar year following the date the employee opted-out.
3. Said payment shall be made as an adjustment to a regular paycheck to those employees who are entitled to a regular paycheck in the first pay period in December, or on a monthly basis, as determined by the District.
4. A Section 125 Plan shall be adopted.
5. In the event an employee is eligible for the District's health insurance, but elects not to take it because he/she is covered by another employer-paid group health plan, and subsequently loses his/her coverage under that other plan, then said employee shall be allowed to enroll in the District's group health plan and said coverage shall become effective at the beginning of the next billing period.

C. Life

Effective July 1, 2000, the Employer will provide each employee with group term life insurance in the amount of \$40,000.00.

D. Accidental Death and Dismemberment

The Employer will provide each employee with Accidental Death and Dismemberment Insurance in the amount of \$10,000.00.

E. Weekly Indemnity

The Employer will pay an interim weekly indemnity up to \$200 per week from the 4th to the 90th day for those employees who are unable to work. Employees must use all sick days and vacation days to qualify.

F. Long-Term Disability

The Employer will provide long term disability for each employee at the rate of 60% of gross earnings. Benefits begin on the 91st day of disability and are payable up to age 65.

G. Worker's Compensation

Any employee who is absent because of an injury or disease sustained or contracted while on duty for the Romulus Community School District, compensable under the Michigan Worker's Compensation Law, shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and his regular salary for a period of eight (8) weeks, forty (40) working days. This benefit to be provided without reduction of sick leave bank. At the end of the eight (8) week period, the employee has the option of district sick leave benefits or continued compensation or both.

Section 2. Severance Pay

A. Retirement pay for all employees who have ten (10) years in system at retirement based upon Michigan School Law, shall be paid for 50% of unused sick days at the current rate up to a maximum of \$8,000.00.

B. Termination of employment, for any reason other than retirement of employees with five (5) complete years or more of continuous and satisfactory service will be paid fifty percent (50%) of his unused sick days at the contract rate of pay up to a maximum of \$4,000.00.

C. Upon the death of an employee, leave, vacation, and longevity benefits due, will be prorated and paid to their survivors in addition to benefits due under this section.

ARTICLE XVII - LONGEVITY-COST-OF-LIVING-MILEAGE

Section 1. Longevity

Longevity pay will be paid on the yearly base salary for each employee who is eligible. Payment to be made on the anniversary date after the completion of the fifth (5th) school year of employment. Payments will commence on June 30, 1980 and will be paid annually thereafter on July 1, based on the following percentages.

1% of base salary	5 years
1½% of base salary	10 years
2½% of base salary	15 years

Section 2. Cost-of-Living

The Cost-of-Living allowance schedule shall be made using the July, 1980 release of the United States Department of Labor, Bureau of Labor Statistics, Consumers Price Index for Urban Wage Earners and Clerical Workers (as revised) (all items/all cities report) based on 1967 = 100.

- A. Cost-of-Living allowance shall be paid on the basis of changes in the index; bi-annually on the first pay period following the release of the Cost-of-Living on January 1 for the previous six (6) months period during the life of this Agreement.
- B. For each 0.4 index difference, each hourly employee shall receive an increase or decrease of one cent (\$.01) per hour, or whichever is applicable as spelled out in paragraph A above. The Cost-of-Living allowance is based on all hours worked but is not added to the employee's regular hourly rate.
- C. In no event will the decline of Labor Statistics Consumer Price Index go below that of the July, 1980 index. Said release shall not provide a basis for reduction in the base hourly rates in effect under this Agreement.
- D. Effective July 1, 1980, Cost-of-Living payments will not exceed the rate of \$.35 per hour nor will it go below the rate of \$.10 per hour.

Section 3. Mileage Pay

The Employer will pay a mileage rate for use of an employee's personal car of current IRS rate per mile to any employee affected.

Section 4. Extra Checks

All extra checks (such as vacation, longevity, retroactive pay, mileage and cost of living, etc.) shall be issued separately from employee's regular pay check.

ARTICLE XVIII - SPECIAL PROVISIONS

Section 1. Bus Drivers and/or Bus Aides

- A. Rules and Regulations

1. The Employer agrees that certified teaching personnel will not be allowed to drive school buses, and/or school bus vans. Certified teaching personnel will be allowed to transport no more than ten (10) students in school station wagons.
2. When bus drivers are called in for parent conferences after regular working hours, they will be paid for that time at the regular rate of pay.
3. One-half (1/2) hour per day extra for maintaining buses, i.e., gas, oil, clean-up, checking, etc., will be paid to employees. Drivers shall only be required to inspect one vehicle, once a day.
4. All drivers shall receive a copy of district safety rules, regulations and policies.
5. Bus drivers, if qualified, may be allowed to substitute as custodians at substitute custodial rate of pay. Drivers desiring work as substitute custodians must be willing and available for all assignments. Drivers who sign up will be placed on a list according to seniority. Hours will be equalized as much as possible.
6. The Employer will reimburse personnel for the cost of chauffeur's license when such license is required in the performance of the duties of the employee's classification.
7. Failure to pass a physical fitness test for driving shall not prevent employees from applying for any other position and retaining seniority in the District if accepted, provided they are qualified for such position.
8. When a bus is held up at a railroad crossing (with or without students) the driver will receive extra time pay if held up longer than six (6) minutes. Bus drivers must turn in engine number or caboose number and/or time and location in order to collect extra pay.
9. State-mandated bus load limits are to be observed.
10. Witness in Court: An employee required to appear as a witness in Court in a work-related civil action, where such appearance is required because of an accident involving a school bus or student, and witnessed by the employee, such employee shall receive regular paid time without charge against sick leave, less any subpoena and/or witness fee paid to the employee, provided such employee makes himself/herself available for work as soon as testifying is completed.
11. The Board is encouraged when feasible, to transport students via school buses on trips which are financed by the Board and are within a reasonable distance.

B. Bus Runs and Bidding

1. Bus drivers and bus aides shall have an opportunity prior to the start of each school opening to select bus route assignments according to seniority. In the event it is necessary to adjust bus runs following the commencement of school and up to fourth Friday, then only those affected runs will be re-bid according to seniority. Re-bidding shall take place no later than the fifth Friday of school and shall be effective the following Monday.
2. All new or vacant bus route assignments of four (4) hours or more and those revised bus route assignments in which the assignment has increased by five-tenths (.5) per hour or more a day shall be posted. For bus drivers or aides to bid, the posting period will be three (3) calendar days. Upon expiration of posting, such route will be assigned to the most senior bidder accepting the route. All routes that increase by any tenth (.1) that will make the route a benefit run shall be posted.
 - a. Bids made after the expiration date and are stated on the notice posted, shall not be considered in filling the route, unless there are unusual circumstances which prevent a driver from bidding.
 - b. Drivers who bid on postings and do not accept shall indicate refusal in writing.
 - c. Should all seniority drivers bidding on a posting refuse, such route will be subject to assignment as follows:
 - (1) to non-benefit regular drivers driving three (3) hours or more
 - (2) to non-benefit regular drivers driving two (2) hours or more
 - d. Once a route has been assigned to a non-benefit regular driver as spelled out in 2.c, regular bus drivers will not have re-bid rights to that route unless it is modified as spelled out in paragraph 2 above.
 - e. When a driver bids a run with a school on another schedule, that school calendar prevails - i.e., holidays, etc.
3. Drivers and bus aides shall be permitted to bid on all new, vacant, and revised bus route assignments in which the hours exceed their present route assignments by thirty (30) minutes or more in a day.
4. Drivers and bus aides shall be permitted to bid on lateral transfers (equal time) twice during the school year.
5. Drivers and bus aides should not bid on postings unless they intend to take them, if awarded. Drivers abusing bidding rights may be subject to loss of bid rights for balance of school year.

C. Assignments Defined

1. A "basic assignment" will be a combination of runs, usually consisting of but not limited to a Senior High School run and/or a Junior High School run, and an Elementary run put together in a sequence as the expeditious means of arranging schedules.
2. When bus aides are absent, for less than five (5) days, for whatever reason, vacant runs created or any part thereof will be filled by available seniority aides who may be between routes. Aides will be selected from a posted list by rotation provided they do not exceed eight (8) hours a day or run into unapproved overtime. Substitute or bus aides shall not be used until such time as all seniority bus aides have been utilized all other roster exhausted.
3. When drivers are absent for whatever reason, vacant runs will be filled by two (2) guaranteed six (6) hour benefit relief drivers, of which will be bid on positions. Hours will be determined by the transportation supervisor. After relief drivers are used, runs will be filled by available seniority drivers taken from extra time boards by rotation provided they do not exceed eight (8) hours a day or run into unapproved overtime. Substitute drivers shall not be used until such time as seniority drivers have been utilized and roster exhausted.
4. Temporary Vacant Runs
 - a. Any absence, for whatever reason, for five (5) days or more, shall be considered a Temporary Vacant Run. When regular drivers and/or bus aides are absent, for whatever reason, for five (5) days or more, vacant runs created or any part thereof will be filled by seniority drivers who may be between routes provided they are listed on extra time board. Any driver or bus aide taking a temporary vacant run for five (5) days or more, will have the option to remain on the field trip board and will not lose their turn in rotation for the duration of such vacancy.
 - b. Any seniority drivers who were on the extra trip board, i.e., Kindergarten, Field Trips, Activity shall be allowed to sign up for said boards for the school year. However, it is understood and agreed that only seniority drivers shall be placed on extra time boards in accordance with Article XVIII, Special Provisions, Section 1.(h).1.
 - c. When there is a run that cannot be covered by one of the boards, e.g., Special Education, the top seniority driver without benefits will be taken from their own run and put on that run to cover in accordance with 3.a. previous.

D. Lost Runs

1. Should a driver and/or bus aide lose a portion of their daily assignment through no fault of her own, she may be entitled to runs to make up lost time. Such runs to be taken from the lowest seniority employee with a run compatible to her daily assignment. The employee must notify the Supervisor within five (5) days in writing of her desire to receive the additional run, runs or portions thereof.
2. Any regular driver and/or bus aides idle through no fault of her own, may take an absent driver's assignment (not to exceed eight (8) hours), in preference to using a substitute or extra driver and/or bus aide. It will be the responsibility of the driver and/or bus aide to inform the Supervisor if she is idle through no fault of her own.

E. Program Runs

1. The allotted time for kindergarten runs, return or pick up, will range from one and one-half (1½) hours or more. Combined runs, pick up and return, will range from two (2) hours or more as determined by the Transportation Supervisor. The driver will be paid for the run in the event of cancellation unless notified of the cancellation prior to reporting the run.
2. The allotted time for Pre-School, Special Education, Activity and Alternative Education will range from one (1) hour or more as determined by the Transportation Supervisor and provided they are not taken immediately preceding or following another run. The driver will be paid for the run in the event of cancellation unless notified of cancellation prior to reporting for the run.
3. Drivers of pre-school, Special Education and Alternative Education will be assigned to pick up and take home routes, if possible, in order to maintain the welfare of the children.
4. Drivers assigned to Program runs who drive forty (40) hours or more a minimum of eight (8) days in a pay period will be entitled to benefits on a pro-rated basis.
5. Drivers required to double up on runs and take another driver's run shall be paid the time that run was posted at with a minimum time of thirty (30) minutes additional pay.

F. Field Trips

1. Field trips are divided into three (3) categories.
 - a. Day Extra Trip Board:

The trips assigned to this board are those trips scheduled to leave before or during the regular morning established bus routes and return by 3:30 p.m. of the same day in which school is in session. Drivers shall make their first trip in the morning if the trip leaves at 8:00 a.m.

b. Night Extra Trip Board:

The trips assigned to this board are all other trips not specifically stated in the definition of the day board. Examples of night board trips is Saturday, Sunday or any other day that school is not scheduled to be in session during the school year. Also, school days when the trip is scheduled to return.

c. Emergency Trip:

An emergency trip is one which is not posted by 6:30 a.m. on the date of the trip with one exception. If one or more buses are added to a trip after 6:30 a.m., on the day of the trip the driver, if needed, will be taken from the emergency trip board. Assignments to emergency trips shall be made from those drivers whose names appear on the emergency trip list as established below:

(1) A list of drivers who will accept emergency trips will be maintained.

(2) Emergency trips will be assigned to available drivers, by seniority, from the emergency list.

(i) A minimum of one (1) hour shall be paid for all field trips for which the employee comes from and returns home following the trip.

(ii) Drivers who work on Saturday morning shall be paid at least one (1) hour for pick up and one (1) hour for take home.

(iii) Upon cancellation of a field trip, the driver assigned to that trip will be assigned the next un-posted trip.

(iv) The driver shall remain with the group or on the bus on all field trips unless otherwise directed.

d. If a driver's turn comes up on both the day trip and night trip at the same time the driver shall have their choice of trips or if time allows do both. The trip that the driver does not take shall go to the next person up on that board. The driver will then be given the next un-posted trip on the board that they were not able to take, thus not losing a turn on the trip boards.

e. Stand-By Pay

On Saturdays or when school is not in session those drivers directed to return home, after delivering the group to any designated trip destination, shall receive two (2) hours stand-by-pay to cover their required availability for the pick-up trip.

- f. When a field trip of scheduled driving time of more than four (4) hours, the driver shall be allowed a fifteen (15) minute relief period after two (2) hours. When on a trip of eight (8) hours or more of scheduled driving inclusive of relief period, the driver shall be allowed a half (1/2) hour lunch period after four (4) hours provided that the breaks are taken in a reasonable location, with all safety rules being observed and time schedules are kept within acceptable limits.
- g. Field trips shall be posted twenty-four (24) hours prior to time of bus departure from yard if possible.
- h. When a posted trip has been accepted by a driver and subsequently canceled at the pick up point or destination, the accepting driver will be paid one (1) hour in pay and placed in line for the next assignment.
- i. Any extra run that continues a schedule will be paid for extra time involved.
 - (1) Seniority drivers and/or bus aides will have priority over a non-benefit driver, bus aide, or substitute driver or substitute bus aide for hours beyond his regular scheduled hours. Management retains the right to assign all extra hours for bus runs.
 - (2) If a bus driver or bus aide does not accept an assignment, the driver or bus aide with the next fewest number of hours to his credit will be offered the assignment. The least senior in this classification must accept this assignment.

Section 2. Cafeteria

- A. The Board agrees to provide part-time cafeteria help, whenever, in the opinion of the Cafeteria Manager and Board Designee such need occurs.
- B. If, on teachers' Workshop days, their services are needed, the Board agrees to employ and pay cafeteria personnel.
- C. In the event an outside food handling company would be contracted to provide food service for the students, Local 64 cafeteria personnel may be offered a position within the district for which they are qualified. Seniority will prevail as to these positions.

Section 3. Custodial

- A. Every effort shall be made to distribute work loads in buildings.
- B. Every effort shall be made to replace worn out equipment items for which replacement parts are no longer available.
- C. Ten cents (\$.10) per hour shift premium shall be paid all afternoon employees who start at 3:00 p.m. or later.
- D. Custodial work shall be done only by custodial personnel, except in unforeseen emergencies.
- E. All work schedules shall be posted in custodial office for use by new personnel or substitutes.
- F. This section of this Agreement shall apply to all custodians.
- G. Replacements will be provided if possible for each absence of a regular custodial employee to maintain quality of building and maintain after school activities.
- H. For reasons of safety the Chief Custodian will, as often as possible, check all buildings when there is only one (1) custodian assigned.
- I. All custodians shall be issued a key to the building in which they work, so that they may re-enter the building in case of emergency.
- J. Employees shall be provided proper equipment for performing their duties. Work order shall be filled within a reasonable amount of time.
- K. Items outlined below point to special concerns for the custodial classification and do not eliminate them from language contained in the section in its entirety. Custodian will be hired on either a ten (10) month or twelve (12) month basis, depending upon the need as determined by the Board.

Section 4.

- A. Custodian A - Twelve (12) Months
 - 1. Shall be employed for a twelve (12) month period.

Section 5. Head Custodians

- A. Head Custodians

1. In all situations, the Head Custodian is responsible for the supervision of personnel assigned to the building in order to maintain a high level of cleanliness, sanitation and maintenance. He is authorized and expected to use assigned employees as needed to accomplish the above. No employee is to refuse to comply with a work assignment in any part of a building within his assigned working hours.
- B. Maintenance personnel shall report to the school office any time they come to a building.
- C. The Board subscribes to the principle that Head Custodians should remain in their respective school buildings during the summer school vacation, however, it is understood that this is not always possible and exceptions to this principle may occur.
- D. If there is overtime work to be done at a building, the Head Custodian will be considered, depending on the nature and type of work.
- E. The Head Custodian or his designee will be notified when contractors are scheduled to be in the building, for any reason, during holidays and weekends.
- F. Head Custodian Pay:
 1. Supplementary salary for Head Custodians checking buildings on weekends, when required by the Board, as follows:

Senior High Head Custodians	\$475.40
Junior High Head Custodians	\$418.94
Elementary School Head Custodians	\$363.85

2. The Head Custodian shall be relieved of the responsibility during his absence while on vacation and/or sick leave without loss of supplementary pay.
3. During the summer building checks need only be made once each weekend.
4. Any employee called back for an alarm check will be paid for the time necessary. The minimum pay shall be three (3) hours.

Section 6. Hall Monitors

- A. The Employer agrees to supply the Hall Monitors with two (2) uniform blazers to be replaced every two (2) years on a rotating basis, or as needed.
- B. Hall Monitors will receive a cleaning allowance, if needed, of two dollars (\$2.00) per month for dry cleaning of uniform blazers.

Section 7. Maintenance

- A. Safety shoes will be provided for all maintenance personnel, if required by the board.
- B. The employer has the right to adjust the shift time for one maintenance worker based on the demands of the fall and spring sport schedules (Weekdays). A shift premium will be paid if applicable. It is the expectation that the sports schedule will be posted as soon as it is received by the district.

Both the employer and the Union agree that B will expire on June 30, 2010 unless an extension is mutually agreed to.

Section 8. Motor Repair - Motor Vehicle Lubricator

- A. The Employer shall provide five (5) uniforms and regular laundry service for personnel classified as Motor Repair or MV Lubricators.
- B. Safety shoes shall be provided to all employees in this classification, if required by the Board.

Section 9. Secretarial/Clerical

- A. If there is a co-op program in the Romulus School district and secretarial/clerical assistance is requested by an administrator through this program such request may be granted, if approved by the Superintendent.
- B. Secretaries shall be paid appropriately for all scheduled or approved hours worked.
- C. Clerical/secretarial staff who regularly work a 7½ hour shift may extend their shift by ½ hour with supervisor's approval in order to meet student needs.

Refer to Article XIII, Section 5 for other circumstances that may result in overtime.

Section 10. Security Guards

- A. The Employer agrees to furnish security guards with uniforms as outlined following.
 - 1. Two (2) long sleeved shirts (winter)
 - 2. Two (2) short sleeved shirts (summer)
 - 3. Two (2) pair winter weight slacks
 - 4. Two (2) pair summer weight slacks
 - 5. Two (2) jackets
 - 6. One (1) winter weight coat
- B. Uniforms will be replaced as needed.

- C. Security Guards shall receive two dollars (\$2.00) per month, if needed, to be utilized as a cleaning allowance for dry cleaning of uniforms.

ARTICLE XIX - GENERAL PROVISIONS

Section 1. Physical and TB Examinations

- A. The Employer will require a pre-employment and/or bus driver physical, said physical to be taken at Board designated clinic at Board expense.
- B. In cases where there is a difference of opinion regards to the employee's physical condition, the employee may be referred for a second opinion.
- C. In compliance with the State Administrative Code rules and regulations to control the spread of tuberculosis, all employees shall file a statement of freedom from communicable tuberculosis. This statement must be filed with the Personnel Office within fourteen (14) days of the designated school year of renewal. Failure to comply will result in the delinquent employee being placed in a status of unpaid leave of absence for period not to exceed ten (10) days. After said tenth (10th) day, employment status will be reviewed.

Section 2. Non-Discrimination Clause

- A. There shall be no discrimination against any person in employment or in Union membership because of race, sex, age, religion, color, creed or national origin. The parties will work together to assure equal opportunities, and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all persons employed by the Board in all phases of the employment process.
- B. The Board and the Union are committed to the principle of equal pay for equal work and agree that no provision of this Agreement shall be interpreted to such manner as to preclude persons of any sex from the equal opportunity to be considered, selected and employed in any position in the bargaining unit because of the sex of such person.

Section 3. Union Bulletin Boards and Mail Service

- A. The Employer will provide bulletin boards in each building or unit which may be used by the Union for posting union business.
- B. The Union may use the School District mail service and mailboxes for union announcements. Such announcements shall contain the signature of a union official and the Board assumes no responsibility for the content of any announcements or bulletins.

Section 4. Building and Equipment Use

- A. The Board grants the Union the right to reasonable use of school premises for its union and business meetings on the same basis as other civic organizations or groups. The

request should be made in writing by the Union and approved by the building principal and/or the Superintendent or his designee. The Union agrees to pay any overtime costs for use of special facilities which may be incurred by the Board in connection with building use.

- B. The Union officers, may use school equipment, such as typewriters, duplicating machines and adding machines in the building where he or she is assigned. All uses of the above listed equipment will be at reasonable times when the equipment is not being utilized.

Requests for such use shall be made to the building principal. All materials and supplies are to be furnished by the Union. The Union shall be responsible for damage to such equipment caused by its use, agrees to pay the reasonable cost of repairs.

Section 5. Personal Mail

It is agreed that all personal mail will be delivered to the employee unopened provided it is addressed in such manner to make sure the addressee is identifiable.

Section 6. Class and Conferences

Personnel who are required by the Employer to attend classes or conferences during the time other than their regular working hours shall be paid their regular rate for the time spent in attendance at classes.

Section 7. Printing of Contract

The Employer and the Union shall each pay one-half (1/2) the cost of printing new contracts for each employee.

Section 8. School Directory

Each year in which the Board publishes a staff directory copies may be provided to all members of this Union. Expense of printing to be pro-rated according to the number of copies distributed to Union members.

Section 9. District Safety and Health Committee

- A. The Union shall be permitted two (2) representatives on this committee.
- B. The Board shall maintain reasonable safety and health standards for its employees during school hours.

Section 10. Bargaining Unit Work

The Employer agrees that the Bargaining Unit work is designated through the classifications outlined under the wage schedule and will make every effort to refrain from displacing employees in the Bargaining Unit by utilizing non-bargaining unit members.

Section 11. Summer Youth. (See Appendix C)

Section 12. Fringe Benefit Eligibility

All bargaining unit members must work at least five (5) hours per day and five (5) days per week to be eligible for paid fringe benefits. Effective September 1997, all bargaining unit employees who are currently working four (4) hours or more in the same classification will be grandfathered for all benefits including bus aides.

ARTICLE XX - BOARD RIGHTS AND RESPONSIBILITIES

Except as modified by the specific terms of this Master Agreement, the Board retains the rights and powers to manage the Romulus Community Schools, and to direct its work force through its administrative personnel during working hours. The exercise of the following powers, rights, authority, duties, and responsibilities by the board, the adoption of policies, rules and regulations, control its properties and facilities in furtherance, limited only by the specific and express terms of this agreement. The union recognizes these management rights and responsibilities as conferred by the laws and the constitution of the State of Michigan.

- A. To hire employees and subject to the provision of law, to evaluate and determine their qualifications and conditions for their employment.
- B. To dismiss employees, transfer or discipline appropriately for just cause.

ARTICLE XXI - NO STRIKE - NO LOCKOUT

There shall be no strikes or any kind by the Union during the term of this Agreement. Nothing contained herein shall be construed to limit, impair or affect the right of any public employee to the expression or communication of view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment.

Section 1. Definition

The word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage, of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in conditions or compensation, or the rights, privileges, or obligations of employment.

Section 2. No Lockout

No Lockout of employees shall be instituted by the Board, or its designated representatives, during the term of this Agreement.

ARTICLE XXII - TERMS OF AGREEMENT

- A. If any provision of this Agreement is invalid under Federal Law or the Law of the State wherein this Agreement is executed, such provision shall be modified to comply with the requirements of Federal and State Law or shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal recourse.
- B. All supplemental agreements shall be subject to the approval of the Employer and Council 25. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

ARTICLE XXIII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2007 and shall continue in full force and effect until June 30, 2010.

ARTICLE XXIV - RENEWAL OF CONTRACT

Section 1. This Contract will be renewed automatically from year to year after June 30, 2010 unless either party gives written notice to the other part, at least ninety (90) calendar days prior to June 30, 2010, or any subsequent termination date, that it desires to terminate or amend the Contract. If such notice has been given, this Contract may be terminated on June 30, 2010 or any subsequent termination date or thereafter, by either party, upon ten (10) calendar days written notice of termination. This Agreement will remain in full force and be effective during the period of negotiations and until ten (10) days after notice of termination of this Agreement is provided to the other party.

Section 2. If notice has been given in accordance with Section 1, negotiations will commence not later than sixty (60) calendar days prior to June 30, 2010, or any subsequent termination date.

Section 3. Notice of termination or modification will be in writing and will be sufficient if delivered personally or mailed by certified or registered mail addressed, if to the Union, to its President. If to the Employer, the President of the Board to address so designated by both parties.

IN WITNESS whereof the parties have executed this contract by their duly authorized representatives this ____ day of February, 2008.

FOR LOCAL 64, AFSCME

FOR THE BOARD OF EDUCATION

All employees hired after June 30, 2007 will utilize a revised step system. The revised step system will have the same pay rates, with the employee moving steps after the completion of one year of service and after the completion of four years of service.

Step 1 – Starting Rate

Step 2 – After completion of 1 year of service

Step 3 – After completion of 4 years of service – beginning of 5th year.

APPENDIX A - WAGE SCHEDULE

Classifications	2007-08 Effective 7/1/07	2008-09 Effective 7/1/08	2009-10 Effective 7/1/09
Custodial Coordinator			
Step 1	\$22.12	\$22.34	\$22.56
Step 2	\$22.38	\$22.60	\$22.83
Step 3	\$22.51	\$22.74	\$22.96
Maintenance A			
Step 1	\$21.87	\$22.09	\$22.31
Step 2	\$22.09	\$22.31	\$22.54
Step 3	\$22.24	\$22.46	\$22.69
Maintenance B			
Step 1	\$20.01	\$20.21	\$20.41
Step 2	\$20.17	\$20.37	\$20.58
Step 3	\$20.39	\$20.59	\$20.80
Senior High Head			
Step 1	\$21.21	\$21.42	\$21.64
Step 2	\$21.53	\$21.75	\$21.96
Step 3	\$21.75	\$21.97	\$22.19

Senior High Day Step 1 Step 2 Step 3	\$18.51 \$18.71 \$19.17	\$18.70 \$18.90 \$19.36	\$18.88 \$19.09 \$19.56
Senior High Night Leader Step 1 Step 2 Step 3	\$20.02 \$20.69 \$20.98	\$20.22 \$20.90 \$21.19	\$20.42 \$21.11 \$21.40
Middle School Head Step 1 Step 2 Step 3	\$20.40 \$20.69 \$20.98	\$20.60 \$20.90 \$21.19	\$20.81 \$21.11 \$21.40
Middle School Day Step 1 Step 2 Step 3	\$18.51 \$18.71 \$19.17	\$18.70 \$18.90 \$19.36	\$18.88 \$19.09 \$19.56
Middle School Night Leader Step 1 Step 2 Step 3	\$18.89 \$19.14 \$19.41	\$19.08 \$19.33 \$19.60	\$19.27 \$19.52 \$19.80
Classifications	2007-08 Effective 7/1/07	2008-09 Effective 7/1/08	2009-10 Effective 7/1/09
Elementary Head Step 1 Step 2 Step 3	\$19.78 \$20.00 \$20.17	\$19.98 \$20.20 \$20.37	\$20.18 \$20.40 \$20.58
Custodian A Step 1 Step 2 Step 3	\$18.51 \$18.71 \$19.17	\$18.70 \$18.90 \$19.36	\$18.88 \$19.09 \$19.56
Warehouse/Delivery/Cafeteria Step 1 Step 2 Step 3	\$19.14 \$19.28 \$19.43	\$19.33 \$19.47 \$19.62	\$19.52 \$19.67 \$19.82
Warehouse/Stock Clerk Step 1 Step 2 Step 3	\$20.43 \$20.64 \$20.93	\$20.63 \$20.85 \$21.14	\$20.84 \$21.05 \$21.35

Bus Driver			
Step 1	\$18.99	\$19.18	\$19.37
Step 2	\$19.14	\$19.33	\$19.52
Step 3	\$19.28	\$19.47	\$19.67
Bus Aide			
Step 1	\$ 9.87	\$9.97	\$10.07
Step 2	\$10.68	\$10.79	\$10.89
Step 3	\$11.51	\$11.63	\$11.74
Motor Vehicle Lubricator			
Step 1	\$19.43	\$19.62	\$19.82
Step 2	\$19.59	\$19.79	\$19.98
Step 3	\$19.76	\$19.96	\$20.16
Head Cook SHS MS			
Step 1	\$16.93	\$17.10	\$17.27
Step 2	\$17.07	\$17.24	\$17.41
Step 3	\$17.20	\$17.37	\$17.55
Head Cook Elementary			
Step 1	\$16.58	\$16.75	\$16.91
Step 2	\$16.76	\$16.93	\$17.10
Step 3	\$16.84	\$17.01	\$17.18
Cook's Helper			
Step 1	\$16.43	\$16.59	\$16.76
Step 2	\$16.57	\$16.74	\$16.90
Step 3	\$16.75	\$16.92	\$17.09
Cafeteria 1 & Meal Packer:			
Step 1	\$16.25	\$16.41	\$16.58
Step 2	\$16.42	\$16.58	\$16.75
Step 3	\$16.55	\$16.72	\$16.88
Cafeteria Breakfast Server			
Step 1	\$13.30	\$13.43	\$13.57
Step 2	\$13.46	\$13.59	\$13.73
Step 3	\$13.58	\$13.72	\$13.85

Hall Monitor Step 1 Step 2 Step 3	\$14.62 \$14.80 \$14.99	\$14.77 \$14.95 \$15.14	\$14.91 \$15.10 \$15.29
Hall Monitor/Dr/Security Gr Step 1 Step 2 Step 3	\$16.05 \$16.19 \$16.39	\$16.21 \$16.35 \$16.55	\$16.37 \$16.52 \$16.72
Chief Security Guard Step 1 Step 2 Step 3	\$16.78 \$16.91 \$17.07	\$16.95 \$17.08 \$17.24	\$17.12 \$17.25 \$17.41
Head Mechanic Step 1 Step 2 Step 3	\$24.17 \$24.35 \$24.54	\$24.41 \$24.59 \$24.79	\$24.66 \$24.84 \$25.03
Mechanic A Step 1 Step 2 Step 3	\$22.67 \$22.90 \$23.09	\$22.90 \$23.13 \$23.32	\$23.13 \$23.36 \$23.55
Mechanic B Step 1 Step 2 Step 3	\$22.48 \$22.65 \$23.49	\$22.70 \$22.88 \$23.72	\$22.93 \$23.11 \$23.96
Head Bookkeeper Step 1 Step 2 Step 3	\$20.43 \$20.71 \$21.01	\$20.63 \$20.92 \$21.22	\$20.84 \$21.13 \$21.43
Accounting Bookkeeper Step 1 Step 2 Step 3	\$19.33 \$19.63 \$19.92	\$19.52 \$19.83 \$20.12	\$19.72 \$20.02 \$20.32

Classifications	2007-08 Effective 7/1/07	2008-09 Effective 7/1/08	2009-10 Effective 7/1/09
Student Services Step 1 Step 2 Step 3	\$18.32 \$18.65 \$18.96	\$18.50 \$18.84 \$19.15	\$18.69 \$19.02 \$19.34
Key Punching Step 1 Step 2 Step 3	\$18.32 \$18.65 \$18.96	\$18.50 \$18.84 \$19.15	\$18.69 \$19.02 \$19.34
Secretary #1 Step 1 Step 2 Step 3	\$19.01 \$19.28 \$19.55	\$19.20 \$19.47 \$19.75	\$19.39 \$19.67 \$19.94
Secretary #2 Step 1 Step 2 Step 3	\$18.60 \$18.94 \$19.24	\$18.79 \$19.13 \$19.43	\$18.97 \$19.32 \$19.63
Plumber Step 1 Step 2 Step 3	\$22.67 \$22.90 \$23.09	\$22.90 \$23.13 \$23.32	\$23.13 \$23.36 \$23.55
Electrician Step 1 Step 2 Step 3	\$22.67 \$22.90 \$23.09	\$22.90 \$23.13 \$23.32	\$23.13 \$23.36 \$23.55
Carpenter Step 1 Step 2 Step 3	\$22.67 \$22.90 \$23.09	\$22.90 \$23.13 \$23.32	\$23.13 \$23.36 \$23.55
Child Care Supervisor	\$20.56	\$20.77	\$20.97
Child Care/MDE	\$27.62	\$27.90	\$28.18

My Friends and Me/ Child Care/Latch Key without CDA(Certificate/Associates Degree)			
Step 1	\$8.11	\$8.19	\$8.27
Step 2	\$8.48	\$8.56	\$8.65
Step 3	\$8.91	\$9.00	\$9.09
Classifications	2007-08 Effective 7/1/07	2008-09 Effective 7/1/08	2009-10 Effective 7/1/10
My Friends and Me/ Child Care/Latch Key with CDA (Certificate/Associates Degree)			
Step 1	\$8.84	\$8.93	\$9.02
Step 2	\$9.39	\$9.48	\$9.58
Step 3	\$9.95	\$10.05	\$10.15
Video Technician			
Step 1	\$12.16	\$12.28	\$12.40
Step 2	\$12.42	\$12.54	\$12.67
Step 3	\$12.67	\$12.80	\$12.92

APPENDIX B
BULLARD-PLAWECKI ACT

ACT No. 397
Public Acts of 1978
Approved by Governor
August 1, 1978
MCLA 423.501-423.512

**STATE OF MICHIGAN
79th LEGISLATURE
REGULAR SESSION OF 1978**

Introduced by Reps. Bullard, Clodfelter, Fadden, Hollister, Conroy, Ferguson, Johdahl, Monsma, Holcomb, Barcia and Evans
Rep Angel named co-sponsor

ENROLLED HOUSE BILL NO. 5381

AN ACT to permit employees to review personnel records; to provide criteria for the review; to prescribe the information which may be contained in personnel records; and to provide penalties.

The people of the State of Michigan enact:

Sec. 1. (1) This act shall be known and may be cited as the "Bullard-Plawecki employee right to know act."

(1) As used in this act:

- (a) "Employee" means an individual, corporation, partnership, labor organization, unincorporated association, the state, or an agency or a political subdivision of the state, or any other legal, business or commercial entity which has 4 or more employees and includes an agent of the employer.
- (b) "Personal record" means a record kept by the employer that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action. A personnel record shall include a record in the possession of a person, corporation, partnership, or other association who has a contractual agreement with the employer to keep or supply a personnel record as provided in this subdivision. A personnel record shall not include:
 - (i) Employee references supplied to an employer if the identity of the person making the reference would be disclosed.

- (ii) Materials relating to the employer's staff planning with respect to more than 1 employee, including salary increases, management bonus plans, promotions, and job assignments.
- (iii) Medical reports and records made or obtained by the employer if the records or reports are available to the employee from the doctor or medical facility involved.
- (iv) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- (v) Information that is kept separately from other records and that relates to an investigation by the employer pursuant to section 9.
- (vi) Records limited to grievance investigations which are kept separately and are not used for the purposes provided in this subdivision.
- (vii) Records maintained by an educational institution which are directly related to a student and are considered to be education records under section 513(a) of title 5 of the family educational rights and privacy act of 1974, 20 U.S.C. 1232g.
- (viii) Records kept by an executive, administrative or professional employee that are kept in the sole possession of the maker of the record, and are not accessible or shared with other persons. However, a record concerning an occurrence or fact about an employee kept pursuant to this subparagraph may be entered into a personal record if entered not more than 6 months after the date of the occurrence or the date the fact becomes known.

Sec. 2. Personnel record information which was not included in the personnel record but should have been as required by this act shall not be used by an employer in a judicial or quasi-judicial proceeding. However, personnel record information which, in the opinion of the judge in a judicial proceeding or in the opinion of the hearing officer in a quasi-judicial proceeding, was not intentionally excluded in the personnel record, may be used by the employer in the judicial or quasi-judicial proceeding, if the employee agrees, or if the employee has been given a reasonable time to review the information. Material which should have been included in the personnel record shall be used at the request of the employee.

Sec. 3. An employer, upon written request which describes the personnel record, shall provide the employee with an opportunity to periodically review at reasonable intervals, generally not more than 2 times in a calendar year or as otherwise provided by law or a collective bargaining agreement, the employee's personnel record if the employer has a personnel record for that employee. The review shall take place at a location reasonably near the employee's place

of employment and during normal office hours. If a review during normal office hours would require an employee to take time off from work with that employer, then the employer shall provide some other reasonable time for the review. The employer may allow the review to take place at another time or location that would be more convenient to the employee.

Sec. 4. After the review provided in section 3, an employee may obtain a copy of the information or part of the information contained in the employee's personnel record. An employer may charge a fee for providing a copy of information contained in the personnel record. The fee shall be limited to the actual incremental cost of duplicating the information. If an employee demonstrates that he or she is unable to review his or her personnel record at the employing unit, then the employer, upon that employee's written request, shall mail a copy of the requested record to the employee.

Sec. 5. If there is a disagreement with information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the employer and employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The statement shall not exceed 5 sheets of 8-1/2 inch by 11-inch paper and shall be included when the information is divulged to a third party and as long as the original information is a part of the file. If either the employer or employee knowingly places in the personnel record information which is false, then the employer or employee, whichever is appropriate shall have remedy through legal action to have that information expunged.

Sec. 6. (1) An employer or former employer shall not divulge a disciplinary report, letter of reprimand, or other disciplinary action to a third party, to a party who is not a part of the employer's organization, or to a party who is not a part of a labor organization representing the employee, without written notice as provided in this section.

(2) The written notice to the employee shall be by first-class mail to the employee's last known address, and shall be mailed on or before the day the information is divulged from the personnel record.

(3) This section shall not apply if any of the following occur:

(a) The employee has specifically waived written notice as part of a written, signed employment application with another employer.

(b) The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration.

(c) Information is requested by a government agency as a result of a claim or complaint by an employee.

Sec. 7. An employer shall review a personnel record before releasing information to a third party and, except when the release is ordered in a legal action or arbitration to a party in that legal action or arbitration, delete disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than 4 years old.

Sec. 8. (1) An employer shall not gather or keep a record of an employee's associations, political activities, publications, or communications of non-employment activities, except if the information is submitted in writing by or authorized to be kept or gathered, in writing, by the employee to the employer. This prohibition on records shall not apply to the activities that occur on the employer's premises or during the employee's working hours with that employer that interfere with the performance of the employee's duties or duties of other employees.

(2) A record which is kept by the employer as permitted under this section shall be part of the personnel record.

Sec. 9. (1) If an employer has reasonable cause to believe that an employee is engaged in criminal activity which may result in loss or damage to the employer's property or disruption of the employer's business operation, and the employer is engaged in an investigation, the employer may keep a separate file of information relating to the investigation. Upon completion of the investigation or after two years, whichever comes first, the employee shall be notified that an investigation was or is being conducted of the suspected criminal activity described in this section. Upon completion of the investigation, if disciplinary action is not taken, the investigative file and all copies of the material in it shall be destroyed.

(2) If the employer is a criminal justice agency which is involved in the investigation of an alleged criminal activity or the violation of an agency rule by the employee, the employer shall maintain a separate confidential file of information relating to the investigation. Upon completion of the investigation, if disciplinary action is not taken, the employee shall be notified that an investigation was conducted. If the investigation reveals that the allegations are unfounded, unsubstantiated, or disciplinary action is not taken, the separate file shall contain a notation of the final disposition of the investigation and information in the file shall not be used in any future consideration for promotion, transfer, additional compensation, or disciplinary action.

Sec. 10. This act shall not be construed to diminish a right of access to records as provided in Act No. 442 of the Public Acts of 1976 being sections 15.231 to 15.246 of the Michigan Compiled Laws, or as otherwise provided by law.

Sec. 11. If an employer violates this act, an employee may commence an action in the circuit court to compel compliance with this act. The circuit court for the county in which the complainant resides, the circuit court for the county in which the complainant is employed, or the circuit court for the county in which the personnel record is maintained shall have jurisdiction to issue the order. Failure to comply with an order of the court may be punished as contempt. In addition, the court shall award an employee prevailing in an action pursuant to this act the following damages:

- (a) For a violation of this act, actual damages plus costs.
- (b) For a willful and knowing violation of this act, \$200.00 plus costs, reasonable attorney's fees, and actual damages.

Sec. 12. This act shall take effect January 1, 1979.

APPENDIX C

SUMMER YOUTH

LETTER OF UNDERSTANDING

(Retyped 10/03)

(Retyped 12/05)

Letter of Agreement Between Local 64 and Romulus
Community Schools Concerning Summer Youth.

1. No youth placement will cause a lay off of Local 64 employees or cause a vacancy to be unfilled or will the youth work in non-supervised situation.
2. That a plan of work to be performed during the summer months will be provided Local 64.
3. That a Local 64 member will be a supervisor to work with management in the program. His/her regular position will be subbed two or more days a week, by a Local 64 member, to allow time for that person to help manager.
4. The Union will be provided all information pertaining to the program.
5. That a representative will appear before Local 64 to discuss a program and its plan for approval of concurrence form.
6. It is understood that no Local 64 employee will be forced to accept youth placements in their building.
7. Local 64 employees who accept youths will not be required to do any of the supervisory duties posted as the supervisor's responsibilities.
8. Local 64 will sign the letter or concurrence.
9. Should any part of this agreement be violated then the agreement and the concurrence form shall be considered null and void immediately.

Union Local 64

Romulus Board of Education

Rosemarie Nettle
Local 64

Terrel M. LeCesne
Assistant Superintendent

APPENDIX D

LETTER OF UNDERSTANDING

(Retyped 10/03)

(Retyped 12/05)

Local 64 agrees that during the term of this agreement the following request shall be allowed by management:

- A. Management shall, at their option, be allowed to discuss with the Head Custodians the option of leaving AFSCME Local 64.
- B. If the majority of the Head Custodians concur with the above mentioned withdrawal from Local 64, then the parties agree to place them all into the existing AFSCME Local (1917) in the Romulus School District.
- C. The parties further recognize that Local 1917 may need to be involved for their agreement to bring in the above mentioned employees.

FOR THE UNION:

FOR THE BOARD:

William Brown
Council 25 Rep

Terrel M. LeCesne

Carole J. Bales

Rosemarie Nettle

Genevieve Dugan

Sue Eastman

Paulette Stockman

Dated: 2/13/92

APPENDIX E

LETTER OF UNDERSTANDING - ARTICLE IX

(Retyped 10/03)

(Retyped 12/05)

It is mutually agreed that if sections in Article IX are not workable as designed, the Union and the Employer will meet to resolve the differences.

ROMULUS COMMUNITY SCHOOLS

AFSCME COUNIL 25, LOCAL 64

By: _____
Assistant Superintendent

By: _____
Council 25 Representative

Dated: _____

Dated:

By: Rosemarie Nettle _____

By: Carole Bales
Chief Steward, Local 64

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

APPENDIX F

LETTER OF UNDERSTANDING

(Retyped 12/05)

It is agreed by and between The Romulus Community Schools and AFSCME Council 25, Local 64, that effective November 1, 1997 the following agreement becomes effective. This agreement affects the members of the transportation department only.

Any driver and/or aid who has worked for the District for five (5) consecutive school years, regardless of the number of hours worked, shall at the beginning of the sixth (6th) year be awarded the full Blue Cross Medical benefits package. This package includes Community Blue Option 1 with the \$5/\$10 Drug Rider, Dental and Vision Coverage. The coverage will be up to the full family package.

The date determining eligibility will be the date on which the driver and/or aid was awarded a regular run. The run will count as a full year as long as it was awarded before the end of the first semester. Once an employee earns benefits they will not be taken away as long as the employee bids every run, for which he or she is eligible to bid, that would increase her/his work schedule by five (5) hours or more a pay period. At no time can a driver bid on a run that is less than their current run and still maintain their medical benefits.

The provisions of this letter do not alter the conditions of the drivers/aides grandfathered under the Master Agreement.

Dated: January 13, 2003

FOR AFSCME COUNCIL 25, LOCAL 64

FOR ROMULUS COMUNITY SCHOOLS

APPENDIX G
(Retyped 12/05)

Pursuant to a MERC election, employees in the classification of “My Friends and Me” shall be included in the Local 64 bargaining unit under the following terms and conditions:

- (a) Only the provisions of Articles I, II, III, IV, V, VI, VII, VIII, IX, XI, XII-Sections 1, 2 and 3.A,B,C,D and E only, XVII-Sections 1, 3 and 4, only, XVIII, XIX, XX, XXI, XXII, XXIII and XXIV, of the collective bargaining agreement shall apply.
- (b) Seniority employees in the classification shall receive three days pay computed at their base straight-time rate times their normal daily scheduled hours payable in the last full pay period in December and two days pay payable in the last full pay period in June each year during the 2003-05 Local 64 Contract.
- (c) One Steward will be elected from among the employees in the classifications pursuant to Article IV.
- (d) “My Friends and Me” will receive the same negotiated increases as given to Local 64 (i.e., 3% in 2003-04 and 1% in 2004-05).
- (e) “My Friends and Me” work the schedule set forth by the District for the day care program. Work schedules shall be determined by the program supervisor. Employees shall be paid time and one-half for all hours worked in excess of 40 hours a week. A work schedule showing the employee shift, workdays and hours of work will be posted. The normal workweek for regular, full-time employees shall be Monday through Friday.
- (f) The Salary Schedule for “My Friends and Me” shall be as shown in Appendix A, Wage Schedule.

Dated: _____

FOR AFSCME COUNCIL 25, LOCAL 64
SCHOOLS

FOR ROMULUS COMMUNITY

APPENDIX H
LETTER OF UNDERSTANDING
(Retyped 1/06)

Pursuant to a MERC Certification, employees in the classification of Video Technician shall be included in the AFSCME Council 25, Local 64 bargaining unit under the following terms and conditions:

1. Only the provisions of "Agreement," "Purpose and Intent," Articles I-IX; Article XII, Sections 1-4 and 6-8; Article XIII, Sections 1, 4, and 6(A); and Articles XVII, Section 3; Article XIX, Sections 1-11; and Article XX-XXIV, Appendix A-E, and Attachment A of the collective bargaining agreement shall apply to the classification of Video Technician.
2. The parties agree that the Video Technician classification is a permanent part-time position, normally working five (5) hours per day, five (5) days per week during the work year, and will receive no insurance benefits (other than those required by law). This shall not be construed as a guarantee of a certain number of hours of work per day or per week. The work year for these employees shall commence the day before students report, and end on June 30th. Work schedules shall be determined by the program supervisor. The Union and the School District recognize the need for flexibility of starting times and the variations in hours in a particular day, or in a particular week, and as such, specifically agree that the last sentence of Article XIII, Section 1(A) is not applicable to part-time employees, such as the Video Technicians. A work schedule showing the shift, work days and hours of work will be posted. The employee will work on a straight hourly basis in accordance with the pay schedule. Hours to be worked from July 1st to the commencement of the employee's work year shall be on an "as needed" basis. By June 1st of each year, the program supervisor will provide to the employees a written schedule of these "as needed" hours for the period from July 1st to the commencement of their next work year. The employee and program supervisor will attempt to mutually schedule any additional work that arises from July 1st to the commencement of the employee's next work year. The employee will be given first consideration for advancement to full-time employment (subject to the provisions outlined in Article XX). Beginning the day on which the employee began work in a higher paying position, they will receive the rate of pay of that position.
3. One Steward will be elected from among the employees in the Video Technician classification pursuant to Article IV.
4. Employees in the Video Technician classification will have the following hourly wages, effective retroactively to September 1, 2004:

Step 1	\$11.80
Step 2	\$12.05
Step 3	\$12.30

The salary schedule for this classification shall be shown in Appendix A.

Each of these employees shall also receive retroactive pay from July 1, 2004 to August 31, 2004. This retroactive pay shall be calculated multiplying (a) the number of hours worked by the employee from July 1, 2004 to August 31, 2004, by (b) \$0.09

5. Seniority employees in the classification of Video Technician shall receive two (2) days pay computed at their base straight-time rate, multiplied by their normal daily scheduled hours, payable in the last full pay period in December of each year (commencing December, 2004), and two (2) such days payable in the last full pay period in June of each year (commencing June, 2005).
6. The following will be added to Article XVIII:

Section 10. Video Technicians

Employees shall be provided proper equipment for performing their duties.

7. Leaves of Absence as attached hereto.

Dated: December 12/13/04

AFSCME COUNCIL 25, LOCAL 64

ROMULUS COMMUNITY SCHOOLS

Danny Craig /s/

Ed Clark /s/

Kirby Wells /s/

Barbara Fortune /s/

LEAVES OF ABSENCE

A leave of absence is an authorized absence from work without pay (except for jury duty and funeral leave), and may be granted only to Video Technicians who have completed at least one (1) year of continuous employment with the School District .

Requests for leaves of absence must be in writing and submitted to the employee's supervisor not less than thirty (30) days before the date the leave is to begin. If such notice is not practicable, then notice is to be provided as soon as practicable.

Leaves are generally not granted for more than one (1) year.

An employee on a leave of absence shall not engage in any outside or supplemental employment.

The following types of Leaves of Absence are recognized:

Union Business Leaves

No more than one (1) Video Technician at a time will be granted a leave of absence when elected or appointed by the Union to do work which takes him from his employment.

Medical Leaves

Leaves of absence may be granted when an employee is unable to work due to personal illness or disability, regardless of whether such illness or disability is work-related. Leaves resulting from an employee's own serious health condition must be supported by medical certification from a health care provider stating the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts, and a statement that the employee is unable to perform the essential functions of his or her position.

The School District reserves the right, at the School District's expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the School District concerning any information within the medical certification.

At the expiration of a medical leave or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his or her fitness to return to work. The School District may delay the return to work until the certification is provided. The School District may also require, at the employee's expense, periodic reports from his or her physician while he or she is on leave. The School District may also require an employee to report periodically upon his or her status and intent to return to work.

To the extent that any such medical leave qualifies as leave under the Family and Medical Leave Act (FMLA) the medical leave set forth above shall run concurrently with the leave under the FMLA.

Military Leaves

Leaves for active military service or reserve training will be granted in accordance with applicable law.

Education Leaves

Any employee, upon request, may at the discretion of the Employer, be granted a leave of absence for educational purposes.

Jury Duty Leaves

An employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty, if the employee would have otherwise been scheduled to work and does not work, an amount equal to the difference between the employee's regular straight-time hourly rate exclusive of overtime or any other premium for the number of hours up to five (5) that he otherwise would have worked and the daily jury duty fee paid by the court. The Employer's obligation to pay an employee for performance of jury duty under this section is limited to a maximum of sixty (60) days in any calendar year. In order to receive payment under this section, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. The provisions of this section are not applicable to any employee who, without being summoned, volunteers for jury duty.

Funeral Leave

A leave of absence not to exceed three (3) days may be granted to attend the funeral of a member of the employee's immediate family within the state. "Immediate family" is defined as the employee's spouse, child, parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, brother or sister. Should the funeral take place outside the state, the employee shall be granted, upon the approval of the Superintendent, or his designee, a leave of absence not to exceed five (5) days to attend such funeral. For purposes of this Section, a "day" shall be comprised of five (5) work hours. Departmental representation of an employee's funeral will be allowed subject of administrative approval. Other employees who wish to attend the funeral of a fellow employee may do so, but without pay.

ATTACHMENT "A"

In the event that two (2) or more people begin employment in a bargaining unit on the same day, the following method shall be used to determine their perspective placement on the seniority list.

Using the last two (2) digits of the Employees' social security numbers, begin at the top of the (far) left-hand column to locate the respective employees' last two digits of their social security numbers. The order in which they appear in the table shall determine the order of their seniority. If more than one column is required, the search shall proceed at the top of the next column immediately to the right and continue in that fashion until all numbers are located.

In the event that the last two (2) numbers of the social security numbers of the Employees involved in this process are the same, the first two (2) numbers of the last four (4) shall be used to determine the respective placement for those Employees only.

17	63	92	16	51	20	45	57	75	98
49	33	00	33	22	58	40	49	61	25
36	46	34	56	73	19	51	58	32	29
80	31	51	69	18	33	56	37	73	27
84	19	11	61	72	54	19	15	45	12
56	48	79	24	57	61	19	97	85	52
11	57	23	53	97	06	17	65	06	94

58	89	67	26	06	55	79	96	77
42	19	98	24	68	53	32	39	95
18	57	33	07	62	30	22	47	09
35	50	16	11	36	45	31	09	87
19	86	27	60	33	79	98	76	16
71	98	83	59	93	41	18	65	98
69	65	37	98	52	61	41	54	50
61	07	76	52	40	93	74	87	08
86	89	25	78	86	17	80	72	19
41	21	44	18	13	36	78	81	51
09	56	29	99	40	77	41	49	86
48	92	13	31	83	89	02	72	19
90	69	65	08	54	50	47	27	69
46	73	88	07	60	56	18	28	62
99	34	22	91	04	31	14	69	45
11	23	45	07	86	22	90	10	80
19	60	68	83	03	00	57	67	45
37	01	40	35	44	60	81	26	34
53	52	45	60	97	20	85	34	56
33	83	03	40	47	23	48	02	38
17	59	71	41	73	37	05	06	22
23	28	41	15	49	52	45	87	65
41	72	41	93	49	83	17	46	41
49	16	36	96	38	69	22	53	41
81	29	25	24	82	73	20	39	70
68	24	46	63	38	82	24	99	50
00	58	71	85	64	06	07	94	19
62	33	00	43	09	00	93	46	31
	95	01	75	23	64	68	44	56
	31	30	03	48	41	68	40	80
	77	12	33	23	16	09	48	05
	08	00	55	85	21	81	49	48
	47	81	44	65	11	51	86	41
	58	79	57	91	65	63	67	42
	51	56	37	85	86	33	61	09
	79	08	09	68	00	38	13	26
	40	66	84	55	58	09	12	92
	74	99	56	57	36	30	26	19
	66	12	03	83	32	47	82	39
	48	45	86	35	69	56	73	97
	90	73	53	12	93	13	33	55
	12	11	33	12	77	29	43	90
	73	04	39	25	14	70	26	98
	80	39	72	38	24	60	50	87
	81	35	11	35	40	76	26	87
	70	49	21	96	57	53	30	39
	84	73	60	96	37	83	02	84
	05	35	51	08	06	12	16	19
	58	00	24	97	02	12	29	25