

2007-2010

MASTER AGREEMENT

between the

**ROMULUS FEDERATION OF PARAPROFESSIONALS
LOCAL 3422**

AMERICAN FEDERATION OF TEACHERS-MICHIGAN

and

**ROMULUS COMMUNITY SCHOOLS
BOARD OF EDUCATION**

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AGREEMENT

This agreement is made this twenty eighth day of January, 2008, by and between the Board of Education of the Romulus Community Schools (hereinafter called the "Employer") and the Romulus Federation of Paraprofessionals Local 3422, American Federation of Teachers-Michigan and the AFL-CIO (hereinafter called the "Union") for the period beginning September 1, 2007 and ending August 31, 2010.

PREAMBLE

The Employer and Union recognize their mutual obligations pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages, and terms and conditions of employment. Both parties have entered into and conducted extensive sessions in good faith negotiations where each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Therefore, the Employer and the Union each agree that the other shall not be obligated to bargain on any other subject during the life of this Agreement.

Agreement has been reached between the parties hereto including formal ratification of the terms hereof by the governing bodies of the Union and the Employer.

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full time and regular part time Employees as specified in Article XI of this Agreement, who are regularly scheduled to work fifteen (15) hours or more per week and excluding lunchroom aides, recess aides, office clerical aides, all other employees, administrators and supervisors as defined in Public Act 379. For the purpose of this Agreement, the term "employee(s)" shall mean any member of the bargaining unit.
- B. Work presently performed by members of the bargaining unit shall not be assigned to persons outside the unit without prior negotiations with the Union. Such temporary assignments shall not result in layoff or cut back in hours of Union members.
- C. All new hires must work at least six (6) hours per day and five (5) days per week to be eligible for paid fringe benefits as listed in Article X. Said employees however, may enroll in group benefit plans at their own expense.

ARTICLE II - BOARD RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Employer had prior to this Agreement are retained by the Employer.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are relinquished herein by the Employer shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either as the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.
 2. Continue the rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or day.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and process of carrying on the work, including automation and the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities, insofar as the above is done without the intent to circumvent the Union.

8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Employer shall not abridge any rights from employees as provided for in this Agreement.
 11. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based on lawful criteria.
 12. The Employer shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.
 13. The Employer shall determine all methods and means to carry on the operation of the schools.
 14. To exercise management and administrative control of the school system, and its properties, and facilities.
 15. To hire all employees, to determine their qualifications, and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
 16. To establish hiring procedures and qualifications.
 17. To establish course of instruction and inservice training programs for employees and to require attendance at any workshop, conference, etc. by employees, including special programs during the work day.
 18. The Employer and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.
 19. The Employer shall continue the right to determine and re-determine job content.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the laws of the United States.
- D. The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement.

- E. Nothing contained in this Article can be in conflict with or in violation of this Agreement.
- F. The question of whether or not a provision of this Agreement is in conflict with this Article is subject to the provisions of the Grievance Procedure.

ARTICLE III - UNION DUES AND AGENCY SHOP FEES

- A. 1. Authorization for Deduction of the Romulus Federation of Paraprofessionals Local 3422 Membership Dues or Service Fees -

I hereby authorize the Romulus School District to deduct the sum of _____ representing my (Dues for Membership In) (Service Fee) to the Romulus Federation of Paraprofessionals Local 3422, American Federation of Teachers, Michigan Federation of Teachers and the AFL-CIO, from ten (10) paychecks, which sum is to be paid in full to the Treasurer of the Romulus Federation of Paraprofessionals Local 3422.

This Authorization is to continue in full force and effect until such time as my employment is terminated, a change of assignment removes me from the bargaining unit, until this Authorization is revoked by written notice. I further authorize the Union’s Treasurer to change the amount of this deduction and the number of deductions, as per the AFT-MFT constitutionally mandated “Pass-through”, and all other legal increases.

Pay Period Beginning: _____
 Signed: _____

- 2. Number and Amount of Deductions - The Employer agrees to deduct from ten (10) paychecks (the first pay of each month) the amount stipulated by the Union for the term of this Agreement, and shall commence with the pay period beginning _____. The Employer agrees to forward such deductions, along with a list of employees from whom the deductions have been made, within one (1) week following such deductions, to the Treasurer of the Union.
- 3. List and Assignment of Bargaining Unit Members - The Employer shall forward to the Union a list of all employees within the bargaining unit and their assignments at the commencement of the school year, any assignments that are still pending shall be forwarded with five (5) business days after they are determined. Further, the Employer shall notify the Union, in writing, of any employee in the bargaining unit entering or leaving the employment of the Employer.

4. Union Notification to Employer - The Union agrees to give written notification to the Employer stating the amounts to be deducted and the number of deductions under such authorization.
 5. The Sufficient and Excessive Deductions - The Employer agrees in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the insufficiency or to deduct the insufficient amount from the next paycheck. The Union agrees in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.
- B. Agency Shop - The Employer and the Union, recognizing that the benefits of the Collective Bargaining Agreement accrue to all members of the bargaining unit regardless of whether or not such members belong to the Union, accepts the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf.
1. As a condition of employment, each employee during the months of September through June of each year during the life of this Agreement, shall tender to the Union either periodic and uniformly required union dues.
 2. Membership in the Federation shall be open to all employees regardless of race, creed, age, sex, marital status, condition of handicap, or national origin.
 3. Any employee who is not a member of the Federation in good standing or who does not make application for membership within thirty (30) days from the beginning of duties, shall as a condition of employment pay a service fee to the Federation, as established by the Federation, in an amount not greater than the dues assessment of the Romulus Federation of Paraprofessionals, Local 3422, American Federation of Teachers, Michigan Federation of Teachers and the AFL-CIO, provided, however, that the employee may authorize payroll deductions, as provided in this Agreement.
 4. In the event that any employee shall not pay such service fee or dues directly to the Federation or authorize payment through payroll deduction, the Employer shall, at the request of the Federation terminate the employment of such employee. The parties expressly recognize the failure of the employee to comply with the provisions of this Article is reasonable and just cause for discharge from employment.
 5. The Romulus Federation of Paraprofessionals Local 3422 shall indemnify and save the Employer, its employees, its Board of Education, and the individual Board of Education members, harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the employer for the purpose of complying with this section, including all

court and administrative hearing costs, court reporter fees, transcript costs, attorney fees and unemployment compensation payments made to a discharged employee.

6. No employees shall be terminated under this Section unless:

- a. The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required union dues or the service charge in an amount equivalent to the periodic and uniformly required union dues and warning him/her that unless such dues or service charge or a properly executed authorization is tendered within ninety (90) calendar days of such notice, he/she will be reported to the Employer for termination as provided in this Section, and
- b. The Union has furnished the Employer with a copy of the letter sent to the employee and notice that he/she has not complied with the Union's request. When requesting the Employer to terminate the employee, the Union shall further specify the following written notice:

“The Union certifies that _____ (Name) _____ has failed to tender either the periodic and uniformly required union dues or service charge required as a condition of continued employment under the Collective Bargaining Agreement, The Employer shall terminate his/her employment.”

The Employer agrees, that within five (5) days of the receipt of the notice provided in the last preceding paragraph, it shall notify the employee that his/her services shall be terminated at the end of the next calendar month and the Employer further agrees that, at the next meeting of the Employer after receipt of the said notice, the Employer shall adopt a resolution terminating the employment of the employee, effective at the end of the next calendar month. The Employer agrees that after it has received the said notice, it will not accept a check-off authorization from such employee without the consent of the Union. If any suit or proceeding of any kind shall be brought against the Employer at any time before any tribunal in which an employee or employees or any person or organization on his/her behalf, contest a discharge or discharges, under the provisions of this Section, the Union agrees to intervene and defend such action or claim, subject however, to the following conditions.

- (i) The suit or proceeding shall not have resulted from the negligence, misfeasance, malfeasance of the Employer or its agent.
- (ii) The Federation, after consultation, with the Employer, shall have the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of Section or the

defense which may be assessed against the Employer by any court or tribunal.

- (iii) The Federation has the right to choose the legal counsel to defend any suit or action.
- (iv) The Federation shall have the right to comprise or settle any claim made against the Board under this Section.

ARTICLE IV - UNION RIGHTS

- A. Upon written request the Employer will furnish the Union records necessary for negotiations and the proper enforcement and supervision of this Agreement.
- B. The Employer will provide the Union access to a bulletin board in each school building in which members of the bargaining unit are employed.
- C. The Union shall have the right to reasonable use of school premises for its business meetings. Requests for use of school facilities must be made in writing to the building principal or other designee of the Employer.
- D. Elected officials of the Union shall be permitted to transact official Union business on school property at reasonable times, provided it does not interfere with, interrupt, or affect normal school operations or assigned duties. Such aforementioned officials must report their presence to the building principal or other designee of the Employer.
- E. The Union may use the School District mail service for its business announcements. Such announcements shall contain the signature of a Union official. The Employer assumes no responsibility for the content of any such announcement or bulletins.
- F. The Employer agrees to provide an appropriate mailbox in each building for Union use.
- G. Personnel File - This provision shall apply to all materials placed in an employee's personnel file after initial employment. Only one (1) such file exist.
 - 1. No material other than routine school records shall be placed in the employee's file unless the employee has had the opportunity to read such material. The employee shall acknowledge that he/she has read such material by affixing her/his signature to the actual copy to be filed, with the understanding that such signature merely signified that she/he has read the material to be filed and does not necessarily indicate agreement with its contents.
 - 2. The employee may examine her/his file any time, after request, and shall be permitted to reproduce any such material in the file.

3. Access to the employee's personnel file shall be subject to the provisions, restrictions and limitations of Act 397, PA of 1978, also known as Michigan "Employee's Right to Know Act" herein attached, as Appendix A. Provided, however, an alleged violation of this section shall not be subject to the grievance procedure.
- H. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union or other organization either on or off school premises.
- I. An employee may request a Union representative to attend a conference with any administrator where the purpose of the conference is to discipline, discharge or suspend the employee. If such a decision is made by the employee during the meeting, said meeting shall not be delayed for more than forty-eight (48) hours.
- J. Whenever meetings, conferences, negotiations are scheduled by the Employer or State or Federal governmental agencies, members of this bargaining unit scheduled to participate during working hours shall suffer no loss in pay. When negotiations are scheduled during work hours the Union shall be limited to three (3) members of the Bargaining Unit, not including a representative of the Michigan Federation of Teachers.
- K. The Employer shall provide or make available to the Union one (1) copy of the official minutes, personnel actions of the previous meeting and the agenda for the meeting one (1) day prior to the Board meeting.
- L. Nothing in this agreement shall be construed to prohibit any employee from consulting with administrative officials.
- M. If any provision of this Agreement shall at any time be held contrary to law by any court of the State of Michigan or of the United States, whichever is applicable, from whose judgment no appeal has been taken within the time provided for so doing, that provision shall be null and void. However, all other provisions of this Agreement shall continue in full force and effect. In this event, and under the conditions stated above, the parties shall meet to negotiate the provision in question.
- N. A member or the bargaining unit shall work under the direction and supervision of a professional certified employee. Supervisor does not have to be present at all times.
- O. If any group or individual brings charges against an employee with respect to the performance of her/his duties which may impede the employee in the further performance of his/her duties, the Employer, if it chooses to, may assist the employee with legal assistance and/or provide the needed paid leave of absence. Such leave will not be charged to the employee's sick bank.
- P. The Union may use school equipment, such as, typewriters, duplicating machines, computers and adding machines, when their use is requested from and approved by a

building administrator. The Union agrees to reimburse the Employer for all costs incurred for supplies and materials used and to repair such equipment as a result of damage due to negligence.

- Q. The Employer agrees that the Union President and/or her/his designees may collectively use a total of fifteen (15) days during the school year as released time for activities engaged in by the Union if the Employer is informed in the usual manner for daily absences when taking such leave. On each given day no more than three (3) employees shall be released.
- R. Special conferences between not more than four (4) representatives of the Employer and not more than four (4) representatives of the Union may be called to discuss matters of concern. Either party to this Agreement, if such a conference is desired, shall notify the other in writing of the desire for a conference and specify in the written notification the matter(s) to be discussed. The conference will be held as soon as possible but in no event more than ten (10) school days following receipt of the written notification. Such conference shall not be held during school hours unless there is mutual agreement between the parties to do so.

ARTICLE V - FAIR PRACTICES

- A. This Agreement shall be applied uniformly to all employees within the bargaining unit.
- B. The Employer agrees that with respect to hiring, working conditions, it will not discriminate on the basis of race, creed national origin, sex, age, marital status, political activities, beliefs, affiliations and membership or participation in Union activities. An alleged violation of this shall not be subject to the grievance procedure.
- C. The Union agrees to represent all employees of this bargaining unit and enforce the provisions of this Agreement without discrimination on the basis of race, creed, color national origin, sex, age, handicap, or marital status or by reason or their membership or non-membership in any organization. An alleged violation of this shall not be subject to the grievance procedure.

ARTICLE VI - WORKING CONDITIONS

- A. Vacancies and Transfers - Whenever the Superintendent or his designee declares a vacancy in the bargaining unit or creates a new position and or classification, the position and/or classification will be posted accordingly:
 - 1. The Employer shall notify the Union of all new positions and/or new classifications. When such positions are posted they shall 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 hours, location, grade level and salary. If a position is not filled within thirty (30) days the position may be reposted.

2. Such position(s) will be awarded to the best qualified employee according to the following criteria:
 - a. relevant educational preparation,
 - b. the most recent performance evaluation,
 - c. seniority.
3. If such positions and/or classifications fulfill the requirements of Article I, Section A, all personnel hired to fill those positions and/or classifications shall be considered to be members of this bargaining unit and shall be subject to all terms and conditions of this Agreement.
4. All employees in the bargaining unit may bid on job vacancies during the five (5) work day notice and no bid made after the expiration of the five (5) work day notice will be considered in filling the vacancy.
5. Applications shall be in writing and received in the Personnel Office by the end of the business day on which the posting closes.
6. Posting of such positions and/or classifications shall include a written notice to the Union President and all Building Representatives. The district will attempt to distribute the notice five (5) days prior to posting.
7. Internal applicants shall be interviewed and/or considered first when filling such positions. If there are no qualified internal applicants, the employer shall consider externally.
8. Whenever two (2) or more bargaining unit members apply for the same position and are equally qualified, the position shall be awarded to the employee with the greater seniority. The Superintendent shall make the final selection based upon the procedure set forth above.

B. New Positions

1. If existing jobs are added to, modified, or abolished to meet the changing needs of the School District, the Employer agrees to notify the Union so that it may give input prior to the final decision.
 - a. Testing for New Position(s): When the employer deems it necessary to test for a new position(s), the Federation may review and register its concerns of the testing instrument prior to its use.

C. Transfers -

1. All employee requests for transfer within a building and between buildings must be in writing and filed with the Personnel Office no later than May 15, of each school year. Such requests will be forwarded to the building administrator(s) involved. Approval or denial of such request will be transmitted to the employee by June 30.
2. When in the opinion of the Superintendent or his designee, an involuntary transfer is necessary, the employee(s) will be notified and consulted in advance of the transfer but the decision of the Superintendent shall be final and binding.
3. When, for demonstrable cause, a transfer is to be made on an involuntary basis, the Employer shall:
 - a. Consider voluntary transfer requests by seniority.
 - b. Least senior employees will be involuntarily transferred. "However, under special circumstance the Employer will consult with the union for a waiver i.e. students with special medical/personnel needs."
 - c. The Employer must state in writing specifically its reasons for the transfer, if requested, by the Union or the employee(s).

Nothing herein shall deny the Employer the right to transfer employee(s) after following the above procedure.
4. In the event, a personality conflict develops the employee shall have the right to submit a written request for transfer, without prejudice. Requests for transfer pursuant to this section shall take precedence over all other transfers or filling vacancies. In all such cases, the Superintendent or his designee shall have the final decision making authority.

D. Assignments

1. Under normal circumstances, employees shall be notified in writing of their assignment for the next school year no later than June 1. Such assignments may be changed according to Section C.3. above.

E. Seniority

1. There shall be one seniority list consisting of all employees in the bargaining unit, who have completed their probationary period.
2. Classification seniority is defined as the current employee's total years of service in the district in the following classifications:

- (a) Behavior Specialist
- (b) Program Assistant
- (c) Media Tech
- (c-1) In House Aide Self Contained Special Education Classroom
Paraprofessional, Library Aide and Computer Lab Tech
- (c-2) Network Specialists
- (d) Paraprofessional

*The program assistant position will be eliminated if a current program assistant is transferred to a position previously staffed by a C-1 paraprofessional. If a transfer occurs, Program Assistant wages will only be retained if the new position occupied by the Program Assistant was not previously staffed by a paraprofessional.

- 3. District-wide seniority is defined as an employee's total years of experience within this bargaining unit.
- 4. In the event more than one employee has the same seniority date, the Federation shall conduct a drawing to determine their proper placement on the seniority list.

F. Posting of Seniority List - Within one (1) month following the commencement of the academic school year, the District shall publish and make available to all Building representatives the seniority list, with a copy to the Union, and such list will be presumed accurate unless the Employer is notified within thirty (30) work days from the posting date, by the Union/or employee(s) in writing. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Union President.

- 1. All probationary employees shall be subject to a probationary period for thirty (30) work days exclusive of any sick leave, with not more than two (2) thirty (30) work day extensions, at the Employer's discretion. During the probationary period the Employer shall have the sole right to discharge, transfer, demote or layoff said employee for any reason without regard to the provisions of this Agreement and no grievance shall arise there from.
- 2. All probationary employees shall start at the first step on the salary scale and have all fringe benefits.
- 3. An employee shall be terminated and lose his seniority rights is he/she:
 - a. resigns (quits).
 - b. if discharged (unless reversed).
 - c. fails to report for work within fifteen (15) working days following recall from layoff upon receipt of registered letter of recall.

- d. an employee is absent for three (3) consecutive working days without properly notifying the District. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated.
 - e. fails to return from an authorized leave of absence without notice will be treated the same as (d) above.
- 4. It shall be the responsibility of each employee to notify the District of any change of address or telephone number. The employee's address and telephone number as it appears on the District's records shall be conclusive when used in connection with the layoffs, recall or other notices to employees.
- 5. An employee in the bargaining unit who takes a leave of absence to accept a job outside the bargaining unit shall have their seniority frozen. If such employee later returns to the bargaining unit, he/she may exercise his/her frozen seniority credit. This clause shall not be considered to limit the district's right to terminate the employee for any reason while assigned to a job outside the bargaining unit and the employee shall not be entitled to return to the bargaining unit. If an employee is out of the bargaining unit for three (3) or more years, their names shall be stricken from the Seniority List.
- 6. Paraprofessionals who are promoted to Program Assistants with at least three (3) years of prior seniority with the bargaining unit, will be placed at the 3rd step of the Program Assistant salary schedule.
 - a. The trial period for an employee changing to a higher classification shall not normally exceed sixty (60) calendar days. During the first thirty (30) of those days, the employee may return to his/her former position with no loss in seniority. A performance evaluation will be done during the trial period. Employees who fail to meet the requirements in a new position shall be permitted to return to their former position with no loss of seniority.
- 7. All newly hired employees within any classification may be given up to three (3) years credit for previous related work experience.

G. Substitutes

- 1. The Employer shall maintain a substitute list consisting of all employees who have been laid off or are presently on lay off. In order to be maintained on the substitute list, individuals must notify the Employer of their availability one (1) week before the start of each new school year.

2. A substitute who fills a vacancy caused by a bargaining unit member on leave of absence shall be offered an assignment no longer than the length of the leave.
 3. Substitute working fifteen (15) hours or more per week in the same assignment for a period of one hundred and twenty (120) working days shall be moved to regular status and placed on the seniority list. However, a employee once having worked in the same assignment for ten (10) days cannot be transferred to another position for a period of time and transferred back to the former assignment in order to circumvent this section.
- H. Volunteers - The parties recognize that from time to time it may be desirable to have parents volunteer to assist during school days, however, such volunteers may not be utilized more than three (3) hours per day or fifteen (15) hours per week.
- I. Summer Employment - If authorized and summer programs are operated by the School District and such programs require paraprofessionals, full-time, regularly employed paraprofessionals shall be selected by the Employer and shall have first priority for these positions according to seniority.
- a. Notice of such positions shall be posted in all buildings no later than May 15, if known.
 - b. Employees shall have five (5) work days after the posting to indicate their interest in writing to the Employer.
 - c. The Employer shall notify those employees on or before June 1 with a copy to the Union President.
 - d. This summer employment list shall also include a number of employees to be used as substitutes and from whose ranks replacements shall be drawn to fill positions vacated by summer employees selected and equal to the number of summer positions. This process shall be governed and controlled by district-wide seniority.
 - e. The rate of pay for summer positions shall be the same as stated in Article XI.
- J. Layoff and Recall - In the event the Superintendent, or designee, elects to reduce the number of employees in the bargaining unit, the following procedure will be followed:
1. The number of employees needed for each classification shall be first determined by the Employer. If there are more employees than are needed in a particular classification, the employee(s) with the lowest seniority (i.e., total years of service in the District within the classification to be reduced, shall be first to be laid-off.

The laid-off employee(s) may only bump another employee with less seniority as set forth in Paragraph 8 below.

2. The Employer shall give thirty (30) calendar days notice to Employees of a pending reduction in work force, except in the event of a need to reduce the work force due to a shortage of revenues caused by a previously unannounced reduction in state or federal aid. In these latter events, the Employer shall give as much notice as possible, and in no event shall the notice be less than ten (10) days.
3. The Employer shall recall laid-off employees in the reverse order of layoff.
4. The laid-off employee shall have priority on the substitute list, according to seniority, provided he/she notified the Employer in writing of his/her intention to be available for substitute work.
5. Any employee on layoff who fails to accept recall within fifteen (15) calendar days after certified mailing of notice of recall shall be terminated. Acceptance of recall shall be made by certified mail.
6. A laid-off employee may continue insurance benefits by paying monthly the normal subscriber group rate premiums to the employer, as stated in Article X.A. Per COBRA provisions.
7. A reduction in staff beyond attrition may occur as a consequence of a decreased student enrollment, school closing, change in program, or shortage of revenues to the district. Such a reduction or layoff shall be effectuated in the following manner.
 - a. Substitute employees, if any, will be laid-off before all others.
8. All Laid off employees are eligible to bump into an equal or lower pay classification based on bargaining unit seniority and qualifications.

A laid off employee with seniority in another job classification within this bargaining unit will be reassigned to that classification using total years of service within the bargaining unit as the basis for determination of seniority.

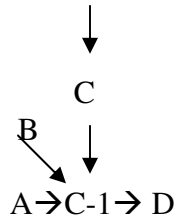
The in-house position moves from classification C to C-1

A laid off employee without seniority in another job classification will be reassigned based on total years of service within the bargaining unit according to the following pathway:

Classification C-2 employees may bump into classification C, C-1 or D

Classification A employees may bump into classification C-1 or D

Classification A, B, C or C-2 employees may bump into classification C-1



Any laid off employee classification may bump into a non-benefit position based on total years of seniority within the bargaining unit.

K. Work Day – Week – Year and Rest Periods

1. Regular Work Year -

- a. Upon usual circumstances, the regular work year will be consistent with the number of student instructional days.
- b. The regular work day of employees will be as follows:

Child Care Provider	7½ hours per day
Paraprofessional	6 hours per day
Program Assistant	6½ hours per day
Paraprofessional Librarians	6½ hours per day
Behavioral Specialists	8 hours per day
In-House Aides	7 hours per day
Media Technicians	8 hours per day
Network Specialists	7½ to 8 hours per day
Kindergarten Aide, Multi-age	5 days – 5½ hours per day

- 2. Relief Time - All employees working not less than twenty (20) hours per week are entitled to two (2) fifteen (15) minute relief periods and an uninterrupted and unpaid lunch period which shall be not less than thirty (30) minutes. Employees are free to leave the building during unassigned periods provided the office is notified of their absence and presence.

- a. Relief time shall be scheduled no sooner than one (1) hour after the start or before the end of the employee’s scheduled workday except as mutually agreeable to both the employee and the Employer.
- b. Relief time shall not be scheduled such that it will conflict with the employees duties.

- c. Employees may be scheduled to work less than the regular work day at the Superintendent's discretion, but in no event shall an employee be scheduled less than fifteen (15) hours per week.
- d. Deviation from the regular work day schedule will be prearranged by the building administrator and employee(s) involved.

3. Reporting Absences

- a. Both parties agree that all members of the Bargaining Unit shall be required to make only one (1) phone call to report absences, which shall be directed to the Board Office.
- b. When an employee is unable to be at work on the scheduled day and time he/she shall contact the Board Office no later than thirty (30) minutes prior to the starting time.

L. Conferences, Workshops, Meetings, Conventions

- 1. Employees shall suffer no loss in pay and shall be reimbursed for reasonable expenses when authorized by the Employer to attend conferences, workshops, meetings and conventions.
- 2. The School District may plan and schedule intra-district conferences which may be held during the normal work day and normal work week.
- 3. The purpose of these conferences shall be to exchange thoughts, ideas, and methods to improve the level of employee performance in the School District.

M. Emergency Closing of School

- 1. In the event of closing of school due to Acts of God or any other emergency on any day when an employee is scheduled to work, the employee shall suffer no loss in pay for such day nor shall they be required to make up the lost time.
- 2. The Employer shall notify Employees as early as possible of changes in the daily work schedule which are brought about by severe weather, heating plant failures, etc. In instances of severe weather and possible hazardous driving conditions in the City of Romulus, the Employer agrees further to consult with traffic advisory authorities for the purpose of determining the advisability of deviating from the regular school day. Any changes will be announced over local and area radio stations agreed upon by both parties as early as possible.

N. Restrooms and Furniture - Employees shall have access to adult lavatories; shall have adult furniture for their use at their work stations; shall have a secure place to hang their garments, etc.

- O. Materials - The Employer shall make available to the employee various materials. The materials shall be of a helpful nature explaining the role of a paraprofessional, the do's and don'ts in a classroom and conduct in relationship to students. Employees shall have the privilege of checking out materials and books from school libraries. The Employer will supply supportive help and guidance in classroom and work techniques to the employee.
- P. Planning and Preparation - It is generally agreed that planning and preparation between the employee and their supervisor(s) are necessary for an effective program, and every effort will be made to provide such time in all schools.
- Q. Jury Duty - A seniority Employee who serves on jury duty on a day he would have been scheduled to work shall either be paid the difference between his pay as a juror and his regular pay or the employees may option, to endorse over his juror's pay to the District and be paid his regular pay.

ARTICLE VII - PROTECTION OF EMPLOYEES

- A. Assault and Battery - Employees shall observe rules concerning discipline of students as have been established by the Employer and the State of Michigan under Public Act 290, 1964. In the event criminal or civil proceedings are brought against an employee as a result of being a Employer's Employee, the Employer will provide reasonable legal advice to the employee. If it is alleged that an employee committed assault and battery or assault and battery is committed on his/her person in the course of his/her employment and the employee is ultimately exonerated, the Employer will reimburse the employee for legal counsel fees actually expended, but in no event more than the sum set forth on the suggested minimum fee schedule of the Michigan State Bar Association. The employee shall furnish the Employer with a statement from his/her legal counsel certifying the legal fee actually paid by the employee. Time lost by an employee in connection with such an incident mentioned in this section shall not be charged to the employee.
- B. Liability for Losses - Employees shall not be held responsible for loss within the school or while on official school business, of school property or student's property, unless such loss is proven negligence.
- C. Classroom and Student Management -
 - 1. Whenever it appears that a particular student persistently disobeys the employee's authority, the employee may confer with the immediate supervisor.
 - a. Such action may include a conference between the employee, teacher, student and/or parent.

At the start of the school year, eleven (11) paid leave days shall be granted to each employee regularly scheduled to work a minimum of six (6) hours per day five (5) days per week. Effective at the start of the 2009-2010 school year, employees regularly scheduled to work 5.5 hours per day, five (5) days per week shall be granted paid leave days based on continual bargaining unit employment as follows:

- After 3 years of employment; 1 day per year
- After 5 years of employment; 2 days per year
- After 7 years of employment; 3 days per year

- A. Paid leave days may be used for personal illness and family illness. Unused leave days shall be accumulative without limitation. The School District shall provide evidence of leave accumulation on the pay stub of each employee.
- B. A Leave of Absence not to exceed three (3) days, not chargeable, to the employee accumulated sick leave, may be granted to attend the funeral of a member of 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.
- C. Four (4) of the above (11) paid leave days may be used for personal leave each year without loss of pay and shall be granted to each employee in cases where a business transaction cannot be conducted before or after work hours, on weekends, or on school recess. An employee requesting business days shall give two (2) days notice to his/her supervisor (except in cases of emergency). The personal leave day(s) must be approved before taking them with the exception of an emergency. Unused business days shall be accumulated as sick days.
- D. The following unpaid leaves shall be granted to employees upon written request: illness or injury, illness in family; restoration of health; professional improvement; maternity/paternity/adoption.
 - 1. During an unpaid leave the unused sick leave allowances held by the employee at the beginning date of such leave shall be retained.
 - 2. An employee returning from an unpaid leave shall be reinstated to the same or similar position providing the employee notifies the Employer at least thirty (30) days prior to the expiration of such leave of intent to return to work.
 - 3. The notice of intention to return to duty after a health or sick leave shall be accompanied by a written statement from a licensed physician, psychologist, psychiatrist, chiropractor, etc. certifying the fitness of the employee to fulfill his/her duties.

4. If an employee is absent five (5) or more consecutive work days and there's reason to believe that there is an abuse of the sick leave, the District may require a signed statement from a licensed physician.
5. No extension of a leave of absence, or a second unpaid leave of absence shall be granted without the express approval of the Superintendent of Schools.
6. Any Employee who has been placed on layoff or who is on an unpaid leave of absence shall be provided insurance coverage at their own expense at the group rate for a period of at least but not more than twelve (12) months or the duration of the leave, whichever is longer. Any Employee who resigns shall cease to be entitled to such benefits as of the date that his/her resignation becomes effective. In the event of an Employee taking an approved health leave, the Employee's fringe benefits will be paid for the full twelve (12) month period providing that the Employee completes 140 of the scheduled working days.

ARTICLE IX - GRIEVANCE PROCEDURE

- A. **Purpose:** The primary purpose of this grievance procedure is to secure equitable solution at the lowest administrative level possible.
- B. **Definition:** A grievance shall mean an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
 1. Whenever the term employee is used, it is to include any member or members of the bargaining unit, or the Union in its own behalf, making complaint.
 2. Whenever the singular is used, it is to include the plural.
 3. Whenever notice is issued, it is meant that such be written notice to all persons concerned.
 4. The term days in this Article shall mean duty days, except where otherwise indicated.
- C. **General:**
 1. A grievance may be withdrawn at any level.
 2. If a grievance arises from the action of authority higher than building administrator, it may be initiated at Step 2 of this procedure.
 3. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

4. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conferences pursuant to this Article whose duty hours are affected, shall be excused with pay for that purpose.
5. Forms for filing and processing grievances shall be given appropriate distribution by the Union so as to facilitate the operation of the grievance procedure.
6. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
7. Failure by the employee and for the Union at any step of the procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
8. Failure by the Employer or his designated agents to communicate a decision on a grievance within the specified time limits shall automatically advance the grievance to the next step.
9. The time limits specified in this procedure shall be strictly observed but may be extended in any specific instance by mutual agreement, said agreement to be reduced to writing and signed by both parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
10. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
11. The Employer and the Union each shall bear the full costs for its representative counsel and its witnesses in arbitration.
12. The fees and expenses of the arbitrator shall be shared equally by the parties.
13. It is the intention of the parties, where possible, that the issue(s) to be arbitrated, the relevant facts comprising the issue(s) and the remedy or remedies sought shall be jointly stipulated by the Employer and the Union, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written statement of the issue(s) to be arbitrated in advance of the hearing date.
14. No arbitrator shall hear more than one (1) grievance at any one (1) hearing without the mutual consent of the Employer and the Union.

D. Procedure:

1. All grievances are to be submitted in writing, identifying the complaint, citing the appropriate Agreement section(s), and shall be signed by the aggrieved. (Copy of grievance form.)

2. STEP 1. The grievance shall be submitted to the building administrator within fifteen (15) work days of the occurrence of the alleged violation. Within fifteen (15) work days of the receipt of such grievance the building administrator shall make proper adjustment, or deny the grievance in writing to the aggrieved with a copy to the Union.
3. STEP 2. Within ten (10) work days of the receipt of the building administrators decision, an appeal from the decision may be made to the Superintendent of Schools or his designee. The appeal shall be in writing and accompanied by a copy of the grievance and decision at Step 1.
 - a. Within ten (10) work days after receipt of the appeal, the Superintendent or his designee shall hold a hearing on the grievance. The Union shall be given at least five work days notice of this hearing.
 - b. Not more than ten (10) workdays following receipt of the decision in Step 2, the Union may appeal the grievance to arbitration by notifying the Employer, in writing, of its appeal. Within fifteen (15) workdays of the appeal, the parties will attempt to mutually agree on an arbitrator.

In the event the Employer and Union cannot agree upon the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.

ARTICLE X - FRINGE BENEFITS

The Employer will provide the following benefits for each eligible member of the unit.

A. The Employer will provide Health, Dental and Vision for Eligible Employees:

1. Medical/Health Insurance

a. Full Family Health/Dental/Optical Insurance -

Community Blue Option I with a \$5 generic/\$10 brand prescription drug rider. Effective July 1, 2006, the prescription drug coverage will be changed to a \$10 generic/\$20 brand plan. This includes the Dependent Continuation (DC) Rider and the Sponsored Dependent (SD) Rider. The cost of the SD Rider is paid by the employee. Dental coverage will be provided by ADN.

- b. 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:
 - (i) To opt-out, an employee must file a written statement acknowledging that he/she is covered by another group health plan.
 - (ii) 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.
 - (iii) Said payment shall be made as an adjustment to a regular paycheck to those employees who are entitled to a regular paycheck on monthly basis, as determined by the District.
 - (iv) A Section 125 Plan shall be adopted.
 - (v) 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 month.

B. Life and Disability Insurance

- 1. 20,000, with double indemnity
- 2. In case of death, the employee's beneficiary or estate is to receive full payment for all benefits accrued.
- 3. The district agrees to provide payroll deduction for employees who agree to purchase their own short-term disability coverage. Employees using the payroll deduction will be limited to one (1) change per year.

C. Medical/Health/Dental/Optical -

- 1. Eligibility, coverage and benefits under all the insurance plans (i.e., health, dental, optical and life) are subject to their terms and conditions, including any waiting periods, combined in the applicable contract between the employer and the carrier/provider.

2. Insurance coverages listed herein shall be discontinued upon an employee's termination or at the end of the month when an employee is laid-off or goes on any leave of absence without pay, subject to applicable COBRA regulations.
3. It shall be the responsibility of the eligible employee to enroll in the respective programs offered and to notify the Personnel Office of any change in his/her status with respect to eligibility for coverage, including dependent coverage.

D. Pay for Longevity Accordingly

.75% of base salary	-	5 years of employment
1.25% of base salary	-	10 years of employment
1.5 % of base salary	-	15 years of employment
2.0 % of base salary	-	20 years of employment

Longevity shall be paid in the first pay period after December 1 of each year and by separate check.

E. Holidays

1. The Paid Holidays are:

Labor Day
 Thanksgiving Day
 Day following Thanksgiving
 Christmas Eve
 Christmas Day
 New Year's Eve
 New Year's Day
 Good Friday
 Martin Luther King
 Memorial Day

2. Other Paid Leave Days:

One Mid-Winter Break Day
 ½ Records Day
 Three additional days to be paid during the Christmas Holiday Break.

F. Severance

1. Upon retirement from Romulus Schools, with a minimum of ten (10) years of satisfactory service, the employee will be paid fifty (50%) percent of their unused

personal sick days at their current contractual rate of pay up to a maximum of \$6,500.

2. Upon death of an employee, who is otherwise eligible to receive severance pay, then his/her severance will be paid to their survivors in addition to others due them under the master agreement.

ARTICLE XI - WAGE SCHEDULE

A. 2007-2010 Wage Schedule

<u>Unit A - Behavior Specialist</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1st Year	\$23.06	\$23.29	\$23.52
2nd Year	\$23.99	\$24.23	\$24.47
3rd Year	\$25.03	\$25.28	\$25.53
<u>Unit B - Program Assistant</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1st Year	\$17.93	\$18.11	\$18.29
2nd Year	\$18.51	\$18.70	\$18.89
3rd Year	\$19.30	\$19.49	\$19.69
10th Year	\$19.64	\$19.84	\$20.03
<u>Unit C - Media Tech</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1st Year	\$14.29	\$14.43	\$14.58
2nd Year	\$14.99	\$15.14	\$15.29
3rd Year	\$16.25	\$16.41	\$16.58
10th Year	\$16.56	\$16.73	16.90
<u>Unit C-1 - Self-Contained Special Ed/Library Aides/Computer Techs/In House</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1st Year	\$14.29	\$14.43	\$14.58
2nd Year	\$14.99	\$15.14	\$15.29
3rd Year	\$16.25	\$16.41	\$16.58
10th Year	\$16.56	\$16.73	16.90
<u>Unit C-2 - Network Specialists</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1st Year	\$15.36	\$15.51	\$15.67
2nd Year	\$16.06	\$16.22	\$16.38

3rd Year	\$17.32	\$17.49	\$17.69
10th Year	\$17.63	\$17.81	\$17.98
<u>Unit D - Paraprofessional</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1st Year	\$12.31	\$12.43	\$12.56
2nd Year	\$13.22	\$13.35	\$13.49
3rd Year	\$15.07	\$15.22	\$15.37
10th Year	\$15.44	\$15.59	\$15.75

B. Career Ladder - The employee shall have his/her course requirements approved by the Employer's designated person. Upon completion of each semester's course work the employee shall turn in a copy of his/her transcript to Employer. The employee shall receive the following pay adjustment for all classes that he/she received a grade of C or better. The pay adjustment will be made at the beginning of each semester of the school year.

1. Those employees in Classifications A and B who have earned credits since January 1, 1981 in excess of 60 credit hours, but no more than 122 credits shall be paid \$.01 per credit hour. This shall be added onto their hourly base rate.
2. Those employees in Classifications C, C-1, C-2 and D who have earned credits since January 1, 1981 shall be paid \$.01 per credit hour up to 122 credits. This shall be added onto their hourly base rate, except that in the case of In-House Paras that earned credits in excess of 30 credit hours shall be paid \$.01 per credit hours for up to 122 credits.

C. Extended Day

1. An extended day shall be defined as all hours worked beyond the regularly scheduled workday.
2. All extended work days shall be voluntary.
3. Employees who work an extended day shall be compensated at their regular hourly rate, provided however, that when an employee works more than eight (8) hours in any one (1) day, or more than forty (40) hours in a week said employee shall be paid at the rate of 1 ½ times the hourly wage for all hours beyond the eight (8) and (40) hours respectively.

ARTICLE XII - STRIKE PROTECTION

The Union recognizes that strikes (as defined by PA 326, Public Acts of 1947, as amended) are contrary to law and public policy. The Union agrees to abide by the laws of the State of Michigan regarding strikes. Upon learning of any strike, slowdown, planned inefficiency, planned group illness, stoppage of work, for any reason whatsoever, the Union shall take necessary steps to avert or bring any such activities to a prompt termination.

ARTICLE XIII - RENEWAL OF CONTRACT

- A. This Contract will be renewed automatically from year to year after August 31, 2007 2010, unless either party gives written notice to the other party, at least ninety (90) calendar days prior to August 31, 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 August 31, 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.
- B. If notice has been given in accordance with A, negotiations will commence not later than sixty (60) calendar days prior to August 31, 2010, or any subsequent termination date.
- C. 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 designed by both parties.

In witness whereof the parties herewith executed this Agreement by their duly authorized representatives on this twenty eighth day of January, 2008.

FOR THE UNION

FOR THE BOARD

Pat Hamlet, President

Ken Mientkiewicz, President

Debbie Dunn, Secretary

Thomas Kuderik, Secretary

AFT-Michigan Representative

Carl J. Weiss, Superintendent

Romulus-Para-2007-10CBA/C:mydoc/negot/para 3422.

**APPENDIX I -
MEMORANDUM OF UNDERSTANDING**

(Retyped 11/03)

(Retyped 2/06)

This Memorandum of Understanding, executed by and between the Romulus Community Schools Board of Education (hereinafter referred to as the “Board”), and the Romulus Federation of Paraprofessionals Local 3422 American Federation of Teachers/Michigan Federation of Teachers, AFL-CIO (hereinafter referred to as the “Union”) whereas the above mention parties agree as follows:

1. It is agreed that the Union will withdraw grievances number 66, 67, 68, 69, 70, 71, thereby allowing the Board to retain the three (3) current Media Technicians.
2. It is agreed that the library aide position held by Carol Harriff at the High School is reclassified to Audio-Visual Technician, at the same pay grade as Media Technicians, with appropriate pay upgrade retroactive to September 1, 1991.
3. It is agreed that the Media Technician employees will remain on the Unit B seniority list.
4. It is agreed that this Memorandum of Understanding will not set precedence for any other situation now or in the future.

FOR THE BOARD

S/Terrell M. LeCesne
Assistant Superintendent
Dated: 3/20/92

FOR THE UNION

S/Barbara L. Fortune
President
Dated: 3/20/92

S/Gail Thompkins
Secretary
Dated: 3/20/92

MEMORANDUM OF UNDERSTANDING
between
ROMULUS COMMUNITY SCHOOLS
and the
ROMULUS FEDERATION OF
PARAPROFESSIONAL TEACHER AIDES

(Retyped 11/03)

(Retyped 2/06)

Both parties agree that when a member of the bargaining unit accepts a temporary job outside the bargaining unit, at the request of the Employer, for up to one year, the employee shall be allowed to return to his/her position upon completion of the temporary job assignment. All other affected members of the bargaining unit may also return to their former positions, providing their respective positions are continued. In the latter case, the layoff and recall provisions of the contract shall prevail.

For the Union:

For the Board:

S/Alice Ruffolo

S/ T. M. LeCesne

S/Carol Harriff

Date: 8/22/95

Date: 8/22/95

MEMORANDUM OF UNDERSTANDING

(Retyped 11/03)

(Retyped 2/06)

Both parties agree that in exchange for the one-half day for Martin Luther King Day, bargaining unit members shall receive one-half day pay on Records Day of the first semester.

FOR THE UNION:

FOR THE BOARD:

Dated: August 22, 1995

Dated: August 22, 1995