

**THE
ROSEVILLE
COMMUNITY SCHOOLS**

AGREEMENT

2013 - 2017



**ROSEVILLE FEDERATION OF
SCHOOL ADMINISTRATORS**

BOARD OF EDUCATION

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PRESIDENT**

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TRUSTEE**

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AGREEMENT

This Agreement is entered into between the Roseville Community Schools, Macomb County, Roseville, Michigan, hereinafter referred to as the "District" and Roseville Federation of School Administrators hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

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

Central Office Administrators including Director of Elementary and Secondary Curriculum, Director of Special Education, Director of Technology, Coordinator of Transportation and Maintenance, Supervisor of Food Service and related Central Office positions which may be added in the future.

ARTICLE II

UNION MEMBERSHIP

- A. Membership in the Union is not compulsory. All employees have the right to 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 with regard to such matters.
- B. If any provisions of this Article are invalid under Federal Law or the Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal and State Law or shall be renegotiated for the purpose of adequate replacement. The Agreement shall also be guided by the Federal Wage Price Council directives and controls.

ARTICLE II
(Union Membership continued)

- C. The Union agrees to save the District harmless from all legal fees, salaries, payments or any expenses incurred in the enforcement of this Article of the Agreement. The District shall not be liable.
- D. The Union and its members may use District building facilities at reasonable times and hours for meetings when such buildings are available and operating staffs are on duty. The request for building use must be made to the building administrator. The Union may post notices on any bulletin board ordinarily designated for Union use.
- E. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, available information concerning the financial resources of the District, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs in behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint. However, nothing herein shall be construed to expand the provision in the Freedom of Information Act.

ARTICLE III

AID TO OTHER UNIONS AND UNION SECURITY

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

ARTICLE IV

MANAGEMENT RIGHTS

- A. The District on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 - (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their promotion, demotion or dismissal;
 - (3) To determine duties, responsibilities and assignments of the Administrators; to reassign duties to other members of the group or to groups outside the unit; and/or to eliminate positions.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of the Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

- A. The District agrees to recognize the Union and/or the designated representative of the Union in processing grievances as the occasion may arise.
- B. Definition of a Grievance: A claim by an employee, group of employees or the Union that there has been a violation of the terms of this Agreement and will be subject to the grievance procedure as provided herein.

ARTICLE V
(Grievance Procedure continued)

C. Grievance Procedure

Step 1

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

Step 2

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

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

Step 3

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

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

Step 4

Prior to any request for arbitration, either the Union or the District may request a pre-arbitration hearing. Such hearing shall be held in a private session with the Superintendent of Schools.

ARTICLE V
(Grievance Procedure continued)

Step 5

Arbitration

- a. If the dispute remains unresolved after completion of the foregoing procedure, the Union may within fifteen (15) days after receipt of the Employer's response at Step 3 with written notice to the Employer, submit the grievance to an impartial arbitrator selected from the American Arbitration Association, under and in accordance with the rules of said Association.
- b. The decision of the arbitrator shall be binding on both parties.
- c. The arbitrator shall have no power or authority to add to, delete, alter or modify the terms of this Agreement, nor shall he have the power to substitute his judgment for the judgment of the Board.
- d. The arbitrator shall be requested to submit his decision on the matter within thirty (30) calendar days after conclusion of the hearing.
- e. The fees of the American Arbitration Association and of the arbitrator shall be shared equally by both parties. All other expenses shall be borne by the party incurring the expenses.

ARTICLE VI

VACATIONS

- A. Twelve month administrative employees will accrue vacation days according to the following schedule. Days will be awarded July 1 and will be based on the amount of service to be credited during the school year.

From hire through June 30 - 2 weeks (prorated)
1 through 3 years of service - 3 weeks
4 through 5 years of service - 4 weeks
More than 5 years of service - 5 weeks

- B. Previous experience in the District will be allowed to count toward the above formula.

ARTICLE VI
(Vacations continued)

- C. Vacations will be requested and approved in advance by the Superintendent.
- D. The employee may carry forward not more than five (5) unused vacation days to be used the following contract year. The employee may elect to be paid for up to five (5) vacation days not taken per year. Payment, per day, shall be the annual salary for the year in which the days were earned, divided by 260. Any other vacation days not used or carried forward shall be forfeited.

Exception: Upon death, retirement, or resignation, an employee shall be paid for all unused vacation days including those earned in the current year. The payment will also include any previously approved carryover days.

- E. During periods when school is not in session, and summer hours are in effect, members may request through the Superintendent to have their daily/weekly work schedules adjusted.
- F. The Board reserves the right to close school district operations in order to establish a unified vacation period. Such closing will be announced for the upcoming year at the annual organization meeting of the Board in July.
- G. Any absence under the vacation policy of more than two (2) calendar weeks duration requires the authorization of the Superintendent. Vacations during the school year of more than five (5) days must have the approval of the Superintendent.

ARTICLE VII
HOLIDAYS

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

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

(Good Friday and Easter Monday may be reassigned based on the scheduling of spring break in the schools.)

- B. Should any of the above listed holidays fall on a Saturday, Friday, the day preceding shall be the recognized holiday. Should any of the above holidays fall on a Sunday, Monday, the day following shall be the recognized holiday.
- C. Should schools be open on one or more of the holidays listed above, employees shall work at regular pay rates and shall be allowed compensatory time off at another date.

ARTICLE VIII
SICK LEAVE, PERSONAL LEAVE, FUNERAL LEAVE AND RETIREMENT

- A. Sick Leave
Employees shall be granted twelve (12) days sick leave per year.

There shall be unlimited accumulation of sick leave days.

Attendance will be tracked quarterly (January 1-March 31, April 1-June 30, July 1-September 30, October 1-December 31). Members who have perfect attendance (no sick or personal leave usage) for the entire quarter will be paid an incentive of \$200 at the conclusion of the quarter.
- B. Personal Leave
Up to four (4) days from the Employee's individual sick leave bank may be used for personal leave annually. Personal leave days shall not be granted on the day before or the day after a holiday or vacation period except when prior request has been approved by the Superintendent or his designee.

Requests shall be submitted in writing a least one (1) week prior to the intended absence and shall include the reason for the request. Approval or denial of the request shall be at the sole discretion of the Superintendent or his designee. Denial of such a request shall not be the proper subject of a grievance.

ARTICLE VIII

(Sick Leave, Personal Leave, Funeral Leave and Retirement continued)

For those members who are assigned a position in the Unit after July 1, 1984, Personal Business Days may only be used for personal business that can only be conducted during regular working hours. Approval for the use of the day must be received at least 24 hours in advance of the intended absence. In an emergency, the time limitation for personal business leave may be waived.

C.

Funeral Leave

Employees shall be granted up to five (5) days funeral leave in case of death in the immediate family without pay deduction or charge to their individual sick bank. The immediate family shall include spouse, father, mother, brother, sister, grandmother, grandfather, son or daughter and the corresponding in-laws of the employee.

Employees shall be allowed to use up to one day annually to attend the funeral of a relative not listed above or of a close friend.

Attendance of funerals of staff members or at funerals of the immediate household of staff members shall be reported by the Employee and recorded as absence for school business.

D.

Retirement

Upon retirement or death, employees shall be paid on the 2012/2013 salary schedule, or the then prevailing daily rate, whichever is greater, for one-half (1/2) of the first 70 accumulated sick leave days in their individual bank plus twenty-five percent (25%) of any additional sick leave accumulation ranging from 71 to 210 days. Based on the formula, a maximum severance shall not exceed payment for seventy (70) days.

Individuals actively employed for 2011/2012 school year will receive 5 days pay at retirement.

Individuals actively employed for 2013/2014 school year will receive an additional 5 days pay at retirement.

(ARTICLE VIII continued)

E. Compensatory Time

In recognition of their required attendance at meetings, activities and events outside of the regular workday, members will be credited with two days of compensatory time each year.

The day will not be part of the individual's sick/personal leave bank and cannot be carried over to a subsequent year.

On days schools are closed for inclement weather and any district group is being reimbursed for the day(s), members of RFSA who report to work shall be allowed compensatory time off on another date.

Use of compensatory time requires approval in advance by the Deputy Superintendent.

Members will have the option to convert up to 3 days of unused snow days or comp time to a per diem payout at the end of the school year.

R.F.S.A. members who are former members of the Roseville Federation of Teachers shall receive payment at the greater of the following computations:

1. Their own daily rate, or
2. The same daily rate as an R.F.T. member with the same degree at the top step of the salary schedule.

On Records or In-service days when school staff are in the building, employees will maintain regular work hours and will be granted ½ hour of compensatory time to be utilized at a later date and scheduled with the agreement of the supervisor.

ARTICLE IX

INSURANCE

- A. Effective August 1, 2010, the Board will offer full family coverage for medical, surgical and hospitalization insurance with benefits comparable to or better than the Blue Cross Community Blue Option 3 in place at that time.

Effective October 1, 2011 bargaining unit members receiving medical/hospitalization benefits will be responsible for a monthly contribution equivalent to 20% of the current illustrative rate for their level of coverage.

ARTICLE IX – (Insurance Continued)

- B. Members who do not enroll in medical coverage programs, and show documentation that they have coverage from a different source will be eligible for an annual stipend in the amount of \$1,000. In the case where a married member's spouse is also eligible for medical coverage with the Roseville Schools only one of the married couple will be eligible for the \$1,000 annual stipend. The other spouse will not be eligible for any stipend or added benefit listed below.
- C. Employees shall be provided with group life policies in the amount of \$50,000 or two times the annual salary of the employee, whichever is greater. This policy shall include accidental death and dismemberment benefits.
- D. The Board shall provide a long-term group disability policy for each member. The terms of the policy shall provide that eligibility shall begin after ninety (90) calendar days of disability. All terms and conditions of the policy shall prevail, subject to the rules and regulations of the carrier.
- Individual sick bank accumulations will be frozen from the 91st day of disability until the member returns, or retires. Members who retire on disability will be eligible for the severance payment based on the formula and their frozen accumulation of sick leave.
- E. The Board will provide a dental care program for all employees up to an including family coverage. Diagnostic, preventive and emergency palliative will be covered 100% and the remaining basic dental services will be covered 85%. Prosthodontics services will be covered 60% and orthodontic services will be covered 50%. All terms and conditions of the policy, including maximum limits by category, shall prevail.
- F. The Union and the District agree that coordination of benefits for medical, dental and optical insurance to avoid duplication of coverage is desirable.
- G. Each employee shall be provided with family coverage for optical benefits comparable to those provided for administrators in the 2013/2014 SET SEG policy.
- H. The parties agree to develop and offer alternative benefit packages (to single health care subscribers and non-health care subscribers) provided there is no additional cost to the district.

ARTICLE IX – (Insurance Continued)

- I. Workers' Compensation - Injury on the Job
 1. Each employee will be covered by the applicable Workers' Compensation Laws.
 2. For the first 12 months of the injury, the employer agrees to make up the difference between the employee's regular net pay and payment(s) received under provisions of the Workers' Compensation Act (Insurance), Long Term Disability and Social Security.
 3. For the second 12 months of the injury, the employee shall be paid one-half the difference between his/her regular net pay and payment received under provisions of the Workers' Compensation Act, Long Term Disability and Social Security. His/her days off work shall not be deducted from accumulated sick leave during the two years.
 4. If the compensable injury was due to an assault by a student, the year one benefit will extend for the duration of the disability.
 5. An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.

J. Cafeteria Plan

The following Cafeteria Plan will be offered as described below provided that it does not violate any laws and/or not change the tax status of the Benefit Plan of the Roseville Community Schools. If the program is judged to be non-compliant with law or IRS Regulations the Union and the Board will meet to explore alternatives.

The plan year will be October 1, through September 30. Should either party wish to change the Cafeteria Plan Year the parties shall meet to agree on the change.

All members will be eligible to participate in Salary Reduction Reimbursement Accounts for Child Care and Medical Expenses.

ARTICLE X

LONGEVITY

During the term of this contract, employees shall receive longevity payments according to the following schedule:

5 years or more of service	\$2,250
10 years or more of service	2,500
15 years or more of service	2,750
20 years or more of service	3,000
25 years or more of service	3,250
30 years or more of service	3,700

This payment will be made at the first regular pay period in December of the school year in which it is earned.

ARTICLE XI

MILEAGE

- A. Employee shall be paid a transportation allowance in the amount of \$2400, payable on the 1st pay of December.
- B. The Employee shall be paid mileage expense reimbursement at the IRS approved rate for actual documented mileage expenses incurred in the performance of his or her duties.

ARTICLE XII

VACANCIES AND TRANSFERS

- A. Employees shall be notified in writing of all administrative vacancies. If interested, they shall apply in writing to the Superintendent or his designee.
- B. Employees shall be given an opportunity to request lateral transfers when positions are open. Such requests shall be submitted in writing to the Superintendent or his designee.
- C. Positions, when posted, shall be described in terms of minimum qualifications.
- D. Employees who apply and meet the minimum requirements shall be granted an interview by the Board of Education, provided the Board of Education holds interviews for the position.
- E. Reduction In Force and Recall
In the event positions are eliminated the employees affected will have the right to apply for any vacancies within the district. The displaced member will be given consideration and will be equally eligible with all applicants for the position(s) in question.

If the displaced employee is not transferred to another position his/her name will be placed on a recall list and the employee will be given consideration and will be equally eligible with all applicants for the first vacancy within the district for which s/he is qualified. The employee shall remain on the recall list until s/he is recalled or two years, whichever is soonest.

ARTICLE XIII

INDIVIDUAL CONTRACTS

- A. A member newly appointed as a central office administrator will receive a two-year probationary contract without administrative tenure.
- B. A member, who has not been granted administrative tenure, and who is reemployed will be offered a three (3) year contract without administrative tenure by March 1 of his/her second year and each three (3) years thereafter upon recommendation of the Superintendent and approval of the Board of Education.

If the Board of Education is not satisfied with the performance of a member, the Board may offer a one or two year contract.

ARTICLE XIV
PROFESSIONAL DEVELOPMENT

- A. The District will reimburse employees for membership fees in the appropriate National and State Associations. Employees must produce proof of membership for each year in which they claim reimbursement. The Board of Education of the Roseville Schools encourages attendance, participation and representation in the activities of local, state and national education organizations.

- B. Administrative Certification
The Board of Education requires all administrators to meet the administrative certification requirements defined in the prevailing school code.

ARTICLE XV
CHANGE OF RESPONSIBILITIES

Substantial changes in an employee's responsibilities will be the proper subject of discussion between the Union and the Employer provided that a request to discuss the issue is made by the Union within 15 days.

ARTICLE XVI
NO STRIKE-NO LOCKOUT

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

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

ARTICLE XVII
LAW SAVINGS CLAUSE

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

ARTICLE XVIII
EMERGENCY MANAGER


The following language is inserted pursuant to Act No. 9 of the Public Acts of 2011, and is not the result of mutual agreement on the provision by the parties: This entire agreement or specific provisions of this agreement may be rejected, modified, or terminated by an emergency financial manager under conditions provided in the Local Government and School District Fiscal accountability Act, 2011 PA 4. By signing this agreement the Union does not agree or acknowledge that this provision is binding on either the Employer or the Union. In addition, the Union reserves the right to assert, where appropriate, that this clause is not enforceable.

ARTICLE XIX
DURATION OF AGREEMENT


- A. This Agreement shall continue in full force and effect from the date ratified by the union and approved by the Board July 1, 2013 through June 30, 2017, when it shall terminate. Either party may request a reopener at anytime throughout the period for the purpose of discussions and/or negotiations regarding wages, benefits or other matters at issue.
- B. Should either party wish to extend or modify this Agreement, they shall give the other party written notice to that effect not less than sixty (60) days nor more than ninety (90) days prior to its expiration date.
- C. This Agreement shall supersede any rules, regulations, or practices which are contrary to or inconsistent with its terms.

**FOR THE ROSEVILLE
BOARD OF EDUCATION**

**FOR THE ROSEVILLE
FEDERATION OF SCHOOL
ADMINISTRATORS**




John Kment
Superintendent



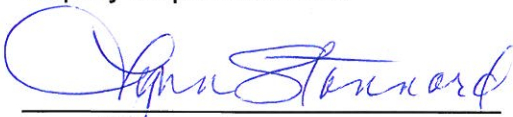
Daniel Massey, Jr./President



Rebecca Vasil
Deputy Superintendent




Michael Antoine, Negotiating Team



Lynn Stannard
Assistant Superintendent



Mark Blaszkowski, Negotiating Team



Andrea Dysard, Negotiating Team



Jeanne Petersen, Negotiating Team

SCHEDULE OF WAGES

2012/2014

<u>POSITION</u>	<u>STEP</u>	<u>NON- DEG</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>EDS</u>	<u>PHD</u>
DIRECTOR OF CURRICULUM	1		100,387	101,924	104,485	105,406	106,329
	2		102,436	104,485	106,533	107,456	108,377
	3		104,485	106,533	108,582	109,504	110,426
DIRECTOR	1		98,616	99,992	102,748	103,665	104,584
	2		99,258	101,945	104,316	105,233	106,152
	3		101,756	105,133	106,918	107,853	108,790
COORDINATOR	1	67,446	71,457	72,021	72,701	73,492	74,283
	2	69,549	73,692	74,257	74,936	75,727	76,517
	3	71,457	75,680	76,256	76,948	77,755	78,564
SUPERVISOR	1	61,736	63,613	64,178	64,855	65,649	66,438
	2	62,316	64,192	64,757	65,435	66,227	67,019
	3	64,078	65,991	66,567	67,257	68,067	68,874

SCHEDULE OF WAGES

2014/2015 *

<u>POSITION</u>	<u>STEP</u>	<u>NON-DEG</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>EDS</u>	<u>PHD</u>
DIRECTOR OF CURRICULUM	1			105,500	109,500	112,600	114,600
	2			107,500	111,500	114,600	116,600
	3			109,500	113,500	116,600	117,600
DIRECTOR	1		98,616	99,992	102,748	103,665	104,584
	2		99,258	101,945	104,316	105,233	106,152
	3		101,756	105,133	106,918	107,853	108,790
COORDINATOR	1	67,446	71,457	72,021	72,701	73,492	74,283
	2	69,549	73,692	74,257	74,936	75,727	76,517
	3	71,457	75,680	76,256	76,948	77,755	78,564
SUPERVISOR	1	61,736	63,613	64,178	64,855	65,649	66,438
	2	62,316	64,192	64,757	65,435	66,227	67,019
	3	64,078	65,991	66,567	67,257	68,067	68,874

*** Note –**

For 2014/2015 the payment of salaries will be reduced by 5.5% plus the equivalent of four non-work, non-pay days.

Memo of Understanding

- A. As part of the settlement of the 2006 collective bargaining agreement the Unit will agree to accept modifications to their health care plan provided that:
1. The modifications are also implemented in the Roseville Federation of Teachers collective bargaining agreement, and
 2. The Union is awarded any salary and/or benefit improvement that the Roseville Federation of Teachers receives in exchange for the health care modifications.

In the absence of an RFT agreement, the Union will agree to reopen negotiations with the Administration with the goal of exploring health care cost containment measures.

Supplemental Salary History 2008 – 2015

2008/09	2.5% across the board salary increase
2009/10	Salaries frozen at 2008/09 level No step increases Longevity issued
2010/11	Salaries frozen at 2008/09 level Those eligible moved one step on the salary schedule Longevity issued at reduced level
2011/12	Four days off without pay 2.5% across the board salary reduction No step increases Longevity waived
2012/13	Five days off without pay Salaries frozen at 2011/12 level No step increases Longevity waived
2013/14	One time off schedule payment - \$1,000 Salaries frozen at 2011/12 level No step increases Longevity waived
2014/15	Five days off without pay Salary schedule frozen at 2011/12 level 5.5% reduction Those eligible move one step on the salary schedule; paid at 1/3 of the increase due at the new step Longevity waived Four days off without pay