

AGREEMENT  
BETWEEN THE  
ROMEO BOARD OF EDUCATION  
and the  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
LOCAL 2614  
CHILDCARE  
2009-2014



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THIS AGREEMENT ENTERED INTO THIS 18<sup>TH</sup> DAY OF MARCH 2013, between the BOARD OF EDUCATION OF THE ROMEO COMMUNITY SCHOOL DISTRICT, MACOMB AND OAKLAND COUNTIES, MICHIGAN; hereinafter referred as to the "Employer" and LOCAL UNION #2614-15, affiliated with Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO, all of whom are hereinafter referred to as the "Union."

A sound educational program as affects the best interests of the children of the community is the primary objective. The Employer and Union mutually agree to provide the best possible education for the children of the school district. To this end, the Employer and the Union dedicate their efforts.

The purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relationships for the mutual interests of the Employer and Employees.

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.

## **SECTION 1: MANAGEMENT'S RIGHTS**

- A. It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to taking the action under such rights or with respect to the consequence of such action during the term of this Agreement, except those which are clearly and expressly relinquished herein by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
  2. The right to establish, modify, or change any work or business or school hours or days.
  3. The right to direct the working forces, including the right to hire, promote, transfer, discipline for just cause and/or reassign Employees, assign work or duties to Employees, determine the size of the work force and to lay off Employees.
  4. Determine the services, supplies and equipment necessary to continue its operation 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 processes of carrying on the work.
  5. Adopt rules and regulations.

6. Determine the qualification 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.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

B. In addition to those rights and prerogatives reserved under Section A above, the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and the United States to manage and direct the Romeo Community Schools. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, 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 specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **SECTION 2: RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 336 of 1947, as amended by Act 379 of 1965, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for the term of this Agreement of all Employees of the Employer included in the following bargaining unit: Preschool Teachers/Program Director, SAC/Childcare/Preschool Assistants, GSRP Paraprofessional, C.A.P.S. Parent Educator, G.S.R.P. Teacher. All temporary employees, substitutes and supervisory personnel are excluded.

## **SECTION 3: REPRESENTATION**

- A. The employees may be represented by a President, Vice-President, Steward or Alternative Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be made known to the Board in writing.
- B. The President or Vice-President, or Steward, shall investigate grievances during non-work time. Meetings with administration representatives, if occurring during what would normally be work time for the Steward(s), may be paid.

## **SECTION 4: EFFECT OF AGREEMENT**

- A. If any provisions of this Agreement or any application of the Agreement to an employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. If such occurs, the parties agree to meet within 30 days.
- B. The Union and their officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, stoppages or work, or any other acts which would interfere with the orderly operation of the District, that it will not otherwise approve or permit continuance of any of these acts, and that it will take affirmative action to prevent or stop such acts.

## **SECTION 5: GUARANTEE OF RIGHTS**

- A. The Employer and the Union agree that there shall be no discrimination against any Employee by reason of race, sex, religion, age, or national origin.
- B. The Board agrees that there shall be no discrimination against any Employee by reason of their membership or non-membership in the Union.

## **SECTION 6: SUPPLEMENTAL AGREEMENTS**

All supplemental agreements, if any, shall be subject to the approval of the Employer and the Union.

## **SECTION 7: UNION DUES**

The Employer agree to deduct from the wages of any Employee who is a member of the Bargaining Union P.E.O.P.L.E. deduction as provided for by a written authorization executed by the employee. This deduction may be revoked at any time by giving written notice to both Employer and Union. Any such deductions shall be forwarded to the union together with a list of the names from whom such deductions were made and the amounts deducted during the remittance period.

- A. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off dues as set forth in Schedule A, which is attached hereto and made a part hereof, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduction union membership dues and service fees from the pay of each Employee for whom it has on file an authorization for check-off of dues form.
- B. Deductions shall be made only in accordance with the provisions of said authorization for check-off of dues together with the provisions of this Agreement. The Employer shall have

no responsibility for collection of any other assessment or deductions in accordance with this provision.

- C. Delivery of Executed Authorization of Check-Off Form. A properly executed copy of such authorization for check-off of dues or service fees form for each Union Employee for whom membership dues or service fees 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 and service fees forms which have been properly executed and are in effect. Any such form, which the Employer discovers is incomplete or in error, will be returned to the Local Union Financial Secretary by the Employer.
- D. When Deductions Begin. Check-off deductions under all properly executed authorization for check-off of dues and service fees forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the second (2<sup>nd</sup>) pay of the month and each month thereafter.
- E. Delivery of Additional Check-Off Forms. The Union will provide to the Employer any additional signed authorization for check-off of dues and service fees forms under which Union membership dues and service fees are to be deducted.
- F. Refunds. In cases there a deduction is made that duplicates a payment that an Employee has already made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the Employee will be made by the Local Union.
- G. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the Financial Officer of the Local Union as soon as possible after the tenth (10<sup>th</sup>) day of the following month. The Employer shall furnish the designated Financial Officers of the Local Union monthly with a list of those for whom the Union has submitted signed authorization for check-off of dues and service fees forms but for whom no deductions have been made.
- H. Termination of Check-Off. Any authorization for check-off deduction, which has been duly executed and delivered to the Employer, shall be irrevocable for the duration of this Agreement and may be revoked as of the expiration of this Agreement only by written notice given to the Employer by the Employee at least thirty (30) days prior to the expiration of this Agreement.
- I. Disputes Concerning Check-Off. Any dispute between the Union and the Employer which may arise as to whether or not an Employee properly executed or properly revoked an authorization for check-off of dues form shall be reviewed with the Employee by a representative of the Employer. Until the matter is disposed of, no further deductions shall be made. The Employer assumes no liability for the authenticity, execution or revocation of the Authorization form.
- J. Limit of Employer's Liability: 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 Section \*\*\* of this Agreement.



## SECTION 8: REPRESENTATION

- A. The number of representation districts in the union shall be the present number, unless the number is increased or decreased by agreement between the Employer and the Union.
- B. It is recognized that the principle of proportional representation which reflects the increase or decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

## SECTION 9: LABOR RELATIONS COMMITTEE

The Union will establish a two (2) member Labor Relations Committee consisting of members from the Bargaining Committee, which will meet as agreed with the designated representative(s) of the Board to discuss and study matters of mutual interest and advantage concerning the Romeo Community Schools. The Council Representative of the Union and the Internal Representative may also attend these meeting, if requested by the Union. Meetings will be scheduled by mutual agreement. The party requesting the meeting will submit a prepared agenda, which may be added to by the other party. Only items on the agenda prior to the meeting will be discussed.

The purpose of the meetings will be to:

- a. Encourage mutual understanding.
- b. Exchange information.
- c. Consider matters pertaining to the general welfare of the school district and its Employees in the Bargaining Unit.

Meetings will not be scheduled more than one (1) per month. Meetings called by a representative of the Board of Education will be held during regular working hours of the day shift. Meetings requested by the Union will be held after regular working hours of the day shift.

## SECTION 10: GRIEVANCE PROCEDURE

A grievance shall mean a complaint by an Employee or group of Employees based on an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.

***Investigation of Grievance:*** The Local Union President or the grievance designee may request time through the Superintendent or the Superintendent's Designee to investigate and/or process a grievance. This released time, if approved, will be without loss of time or pay in performing the investigation.

**Time Limits:** Time limits as shown herein may be extended by mutual consent by both parties. Any requests made for extension of time must be in writing.

**Procedure:** Any grievance or dispute, which may arise between the parties to this Agreement concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Grievances shall be deemed invalid and barred if not presented at Step 1.

**Step 1:** Within ten (10) working day of the occurrence of the cause for complaint, the Employee shall discuss the matter informally with the Employee's immediate supervisor. A steward may accompany the Employee. All Employees shall be offered Union representation prior to any disciplinary action by the Employer.

**Step 2:** If the grievance is not resolved informally, it shall within five (5) working days be reduced to writing and given to the Employee's immediate supervisor. The immediate supervisor shall render the decision in writing within five (5) working days and give a copy of the decision to the Superintendent or the Superintendent's Designee and to the steward and the grievant.

**Step 3:** If the grievance is not resolved at Step 2, the steward shall file written appeal with the Superintendent or Designee within five (5) working days after the steward's receipt of the immediate supervisor's answer. Within no more than five (5) working days, the Superintendent or Designee shall review the grievance and render a decision in writing and give a copy of this decision to the steward and the grievant.

**Step 4:** If the grievance remains unsettled, it may be presented within five (5) working days in writing to the Board of Education through the Superintendent. Prior to the Board's next regular or appropriate special meeting, the Superintendent or Designee will meet with the Union representatives in a final attempt to settle the grievance.

**Step 5:** If this attempt is unsuccessful, the Union and the Employer shall present their arguments to the Board at its next regular or appropriate special meeting. A written decision shall be rendered within fifteen (15) working days following said meeting, and notice of said decision shall be given to the affected Employee, Employer and the Union President.

## **SECTION 11: BINDING ARBITRATION**

If the grievance is not settled at Step 5, the Union may, within ten (10) working days after the receipt of the Board's decision, move the grievance to arbitration by notifying the Board of Education through the Office of the Superintendent and AFSCME Council 25 of their intent to arbitrate. The School Board's designee and a representative from Council 25 shall then attempt to mutually select an Arbitrator.

If, within sixty (60) calendar days from the Union's notice to intent to arbitrate, an Arbitrator has not been mutually selected, the grievance may then be appealed by Council 25 to the American Arbitration Association, within these sixty (6) calendar days, to be processed in accordance with its Voluntary Labor Arbitration Rules.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the testimony and proceedings.

The Arbitrator shall have no authority except to pass upon alleged violation of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.

The Arbitrator shall construe this Agreement in a manner that does not interfere with the exercise of the Board's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.

The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall not render any decision that would require or permit an action in violation of the Michigan School Laws. The termination of probationary Employees shall not be subject to arbitration.

The Arbitrator's fees and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

## **SECTION 12: PROBATION**

New Employees hired in the unit shall be considered as probationary Employees for the first six (6) months of their employment. There shall be no seniority among probationary employees. Upon satisfactory completion of the probationary period, the Employee's seniority will be computed from the first day of employment in that bargaining unit position.

Probationary Employees are required to complete their probationary period in the building and assignment in which they were hired and are not eligible for transfer until successful completion of the probationary period.

The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment as set forth in this Agreement. The Employer shall have the right to discharge and discipline probationary Employees and the action is not subject to appeal or grievance unless the discharge or disciplinary action is for Union activity.

## **SECTION 13: SENIORITY**

Seniority shall be by group classification and in accordance with the Employee's first day of hire on a permanent assigned position. In the event of a tie in seniority, the tie shall be broken by reference to the table of random numbers (below) and the social security numbers of the involved Employee. The Employee whose number (the last two digits of the social security number) appears first on the table (beginning at the upper left side and moving down the column)

shall be deemed to have higher seniority than the other involved Employee(s). In the event that the last two (2) numbers of the social security numbers of the involved Employees are the same, then the first two (2) numbers of the last four (4) shall be used to determine the seniority. All new Employees after the signing of this Agreement will be so governed.

TABLE OF RANDOM NUMBERS

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

1. An Employee may not move from one group classification to another group classification except by the posting process as outlined under this Agreement. Should an Employee move as herein stated, said Employee's seniority in the new group classification shall commence with the first day worked in said new classification.
  
2. The group classifications are:
  - a. Preschool Teachers/Program Director
  - b. SAC/Childcare/Preschool Assistant
  - c. G.S.R.P. Paraprofessional
  - d. C.A.P.S. Parent Educator
  - e. G.S.R.P. Teacher

## **SECTION 14: SENIORITY LISTS**

- A. Seniority shall not be affected by the race, sex, marital status or the dependents of the Employee.
- B. The seniority lists on the date of this Agreement will show the names and job titles of all Employees or the unit entitled to seniority.
- C. The Employer will keep the seniority list up-to-date at all times and will provide the local union president with a seniority list every September and February and will post seniority lists on union bulletin boards.

## **SECTION 15: LOSS OF SENIORITY**

An Employee shall lose his/her seniority for the following reasons:

- A. The Employee quits or retires
- B. The Employee is discharged, and the discharge is not reversed through the grievance procedure.
- C. The Employee is absent for three (3) consecutive working days without notifying the Employer. Such absence results in automatic discharge and the Employer will send written notification to the Employee at his/her last known address that his/her employment has been terminated, and the Employee has lost seniority.
- D. If the Employee does not return to work when recalled from layoff, as set forth in the recall procedure.

## **SECTION 16: DISCIPLINARY PROCEDURE**

- A. The Employee agrees that all disciplinary action or discharge shall be for just cause and shall subscribe to the philosophy that the purpose of disciplinary action is to correct the Employee's conduct and that disciplinary action shall be progressive in nature. The Employer agrees promptly upon the discharge or suspension of any employee to notify in writing said employee's steward and/or union president.
- B. In imposing any discipline, the Employer will not take into account any disciplinary action that occurred more than thirty (30) months previously.
- C. An employee must be disciplined or notified of possible discipline within ten (10) working days of discovery of any incident. The ten (10) working day limit shall not apply when an employee is not working while on sick leave, vacation, holidays, etc. An employee may be disciplined only once for the same incident.

- D. The Union shall have the right to process suspension and discharge cases commencing at Step Two of the Grievance Procedure.

## **SECTION 17: LAYOFFS AND CHANGES IN WORK FORCE**

- A. Layoffs shall mean a reduction of the work force.
- B. Should it become necessary for a layoff, the following procedure shall be effective.
1. Temporary and probationary Employees in the affected classification shall be immediately laid off.
  2. The required number of seniority Employees shall be laid off from the affected classification beginning with the least senior Employee.
  3. Any least senior Employee so laid off shall be able to exercise seniority rights to bump the Employee with the least seniority in his/her classification first, and then exercise his/her seniority to bump any Employee with the least seniority in any classification within his/her group classification or to any classification within the bargaining unit, provided the Employee had previous seniority in said other classification, or s/he may accept the layoff. When Employees bump into a classification outside their present group classification, they will only be able to bump an Employee who holds less seniority than the seniority they held in that classification.
  4. The least senior Employees, who remain unplaced after the reduction in the required classification(s) and bumping is completed, shall be laid off.
- C. The above layoff procedure does not apply to the normal reduction of the work force during the time school is not in session.
- D. Employees to be laid off from their regular duties for an indefinite period of time will have at least fourteen (14) calendar day's notice of layoff. The Local Union secretary shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employees.
- E. Should a position be eliminated, said Employees affected shall be allowed to bump using their seniority to any position within their classification that their seniority and qualifications shall allow.

Employees so bumped shall be able to use their seniority rights to bump.

The left over Employee shall then be considered laid off.

If no position is available in an Employee's classification, the Employee shall be able to bump the least senior employee in any classification provided the employee has previous seniority and qualifications in that classification.

Employees so bumped shall be able to bump.

The left over Employee shall be considered laid off.

Laid off employees will have the opportunity to be placed on the substitute childcare list. If employee elects to be placed on the substitute list, he/she will be called to substitute at the recognized childcare substitute rate of pay.

## **SECTION 18: RECALL PROCEDURE**

- A. Should the working force be increased after a layoff, Employees shall be recalled in the inverse order of the layoffs.
- B. The most senior Employee shall be recalled, after the posting and bidding process, to the next available opening in the classification from which the Employee was laid off.
- C. Recall will be by written notice sent by registered or certified mail to the Employee's last known address on file in the Board of Education office and shall require that the Employee report for work within ten (10) days after the date of delivery or proof of non-delivery.
- D. Recall rights shall extend for two (2) years, or a length of time equal to the bargaining unit member's seniority, whichever is greater.

## **SECTION 19: PROFESSIONAL DEVELOPMENT**

The Union and Management recognize that the Licensing Rules for Child Care Centers issued by the State of Michigan, Department of Human Services Bureau of Regulatory Services must be adhered to.

Each employee is responsible for completing required professional development to meet Child Care Licensing Rules and Regulations. Employees will be paid their hourly rate to attend district-provided/sponsored/approved professional development training, including CPR/First Aid training. An employee not participating in district-provided/sponsored/approved professional development or CPR/First Aid training will be required to obtain said training and professional development hours on their own time and at their own expenses within the licensed year in order to comply with licensing requirements.

## **SECTION 20: TRANSFERRING OUTSIDE OF BARGAINING UNIT**

When an Employee accepts a position with the Employer outside of this bargaining unit, they shall have sixty (60) calendar days to accept or decline the new position. Within the sixty (60) days they will be allowed to transfer back into an open position within the bargaining unit with no loss of seniority or benefits.

## **SECTION 21: TRANSFERS AND PROMOTIONS**

- A. Transfer and promotion of employees shall be made by the Employer based upon the most senior qualified applicant. Qualifications shall be set by the Employer and posted. When qualifications are equal seniority shall prevail.
- B. A transferred employee will give given a five (5) working day trial in the new assignment. Absences during the trial period shall extend the trial period by the number of absences and an employee shall not have completed the trial period until these additional days have been worked. The assignment will become permanent if the trial period is mutually satisfactory to the Employer and the employee during the trial period. The administration may temporarily fill the vacated position with other bargaining unit members.
- C. Employees moved up to a new classification will be placed at the starting step of the new classification, or at the step of the new salary schedule that will assure an increment. Step increase will occur on anniversary date of new position.
- D. Employees moved down in classification shall be placed at their same step of the new classification.
- E. If the employee is unsatisfactory in the new position, written notice and reasons shall be submitted to the employee by the Employer.
- F. At the end of an unsatisfactory trial period, or at any time during the trial period, the employee has the right to return to his/her vacated position.
- G. Unit vacancies shall be posted within five (5) working days for a period of seven (7) calendar days. After the posting expires, management will make every effort to fill said vacancy within ten (10) working days. If this is not possible, the Union will be informed of reason(s).
- H. Copies of all postings shall be sent to the Union President.

## **SECTION 22: VACANCIES**

- A. A vacancy is defined as a newly created position or a position that has been vacated due to resignation, retirement, or termination.



- B. The Employer will post and publicize vacancies within the union in the work sites of the school district. No vacancy shall be filled, except in case of emergency, on a temporary basis until such vacancy shall have been posted for seven (7) calendar days. The Union President and Secretary shall receive postings during the summer months.
- C. Employees interested in a vacancy shall apply in writing to Human Resources within seven (7) calendar days. Notification in writing shall be made to the selected applicant and those not selected within seven (7) calendar days after the position has been filled. Those not selected will also receive the reason(s) for non-selection. Vacancies shall be filled within ten (10) workdays of the day of posting.
- D. The Employer declares its support of a policy of promotion from within the school district.
- E. In filling a vacancy, the Employer agrees to give due weight to the qualifications of all Union applicants. When qualifications are equal between employees applying for the same vacancy, seniority shall prevail.

## **SECTION 23: LEAVES OF ABSENCE**

### ***Family Medical Leave***

Eligible employees who request leaves under the Family Medical Leave Act (FMLA) will be granted such leaves in conformance with applicable law and existing Board policy.

### ***Unpaid Time Off***

An employee is expected not to take time off unless good reason exists.

### ***Extended Leave of Absence***

Requested in writing and approved by the Superintendent of Schools or designee in writing prior to any time being taken. Each such request shall be approved, or not approved, on its own merits and shall not be precedent for any other approval. The past attendance of the employee, length of employment, and effect on program may be factors. Leaves granted under this paragraph will be with seniority adjustment.

A leave of absence without pay when granted by the Employer shall not exceed ninety (90) calendar days at any one time. Renewal in writing may be granted at the sole discretion of the Employer for additional periods of up to ninety (90) days.

## **SECTION 24: SICK LEAVE AND PERSONAL LEAVE**

Sick Leave and Personal Leave (C.A.P.S. Parent Educator and G.S.R.P. Teacher Only)

Sick leave shall be granted ten (10) days per school year. This sick leave, to the full amount of ten (10) days accumulation, shall at commencement of the school year be put at the disposal of the employee. Employee not fulfilling his/her contract, either by resignation or dismissal, will have their sick leave prorated for the year based on the number of full months completed.

Employee absent from duty on account of personal illness or other reasons set forth in this article shall be allowed such leave as set forth in this article.

Said employee shall be granted leave for illness and emergencies, as later defined. Sick leave shall be defined as: Personal illness due to an infectious disease, contagious disease, environmental disease, organism defects, and mental disorders. Sick leave shall also include a physical disability caused as a result of an injury, pregnancy, child bearing, and/or quarantine. Sick leave days shall be granted only for the above reasons.

Sick leave shall also be used to provide care for a parent, child, or spouse of a teacher in case of illness or accident when no one else is available. Sick leave days may be used for doctor appointments.

In addition to sick leave days, two (2) days per year shall be granted for personal leave, and shall not be accumulative. Personal leave days shall be granted to conduct such business as would be difficult to conduct on other than school days.

Absence for personal leave days on the day prior to or immediately after a holiday, or vacation, should not be requested except in an emergency situation

## **SECTION 25: FUNERAL LEAVE**

When death occurs in an employee's immediate family, the employee upon request will be excused with pay for up to three (3) regularly scheduled working days immediately following the date of death, providing he/she attends the funeral. Immediate family is defined as spouse, child, father, mother, father-in-law, mother-in-law, grandchild, sister, brother, grandfather, grandmother, spouse's grandparent, brother-in-law, sister-in-law, step mother, step father, step sister, step brother, step child/children. Up to one (1) day with pay per incident shall be provided in case of the death of an aunt or uncle for purposes of attending the funeral. Under extenuating circumstances, additional time may be granted using accumulated leave days, vacation days or, if no leave days are available to employee, unpaid leave days will be granted.

## **SECTION 26: JURY DUTY LEAVE**

An employee summoned for jury duty, or subpoenaed to appear before a court as a witness representing the school district's interest as determined by the Board, is entitled to leave with pay

for such appearance. The employee is required to reimburse the district for payments made to the employee from the court.

## **SECTION 27: HOLIDAYS**

(excluding C.A.P.S. Parent Educator and G.S.R.P. Teacher)

Holidays paid for by the Employer at the regular rate of pay shall apply to all employees scheduled to work five (5) days per week when school is in session. Paid holiday schedule shall include:

Independence Day (only for employees working the summer program)  
Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve  
New Year's Day  
Monday after Easter  
Memorial Day

To receive holiday pay, the employee must be present to work his/her last scheduled day of work prior to the holiday and his/her first scheduled day of work after the holiday.

Holiday pay shall be determined by taking the regular scheduled hours per week and dividing by the regular scheduled days per week to get hours to be paid for any given holiday.

If a scheduled holiday above falls on a Saturday, the holiday will be observed on Friday. If a holiday falls on a Sunday, the holiday will be observed on Monday.

## **SECTION 28: VACATION**

(excluding C.A.P.S. Parent Educator and G.S.R.P. Teacher)

Fifty-two (52) week employees earn five (5) vacation days per fiscal year. Vacation days must be earned in the previous fiscal year (July 1 to June 30). Vacation days must be taken in half-day or full-day increments, and must be submitted to supervisor at least one (1) week prior to the day(s) requested.

## **SECTION 29: LEAVE DAYS**

(excluding C.A.P.S. Parent Educator and G.S.R.P. Teacher)

Employees shall receive two paid leave days of absence per fiscal year. These days are non-cumulative.

## **SECTION 30: INSURANCE**

(C.A.P.S. Parent Educator and G.S.R.P. Teacher Only)

PLAN A (for employees needing health insurance) offered to G.S.R.P. Teacher only

The Employer will provide the same hospital-medical-surgical plan provided to R.E.A. bargaining member teachers in the district, including long-term disability, dental insurance, vision insurance and life insurance.

PLAN B: Plan B benefits are available to G.S.R.P. Teacher not needing health insurance, and to C.A.P.S. Parent Educator. Plan B benefits include: long-term disability, dental insurance, vision insurance, life insurance and Pak B stipend offered to R.E.A. bargaining member members.

## **SECTION 31: PERFECT ATTENDANCE**

- A. A perfect attendance stipend will be paid at the end of the fiscal year (July 1) to employees covered under this contract who have attained perfect attendance during the preceding school year (September – June). Perfect attendance stipend shall be Two Hundred (\$200.00) Dollars per position scheduled to work six hours or more per day, five days per week. A stipend of One Hundred (\$100.00) Dollars shall be paid per position scheduled to work less than six hours per day, or less than five days per week.
- B. Perfect attendance shall exclude absences for holidays, funeral attendance, jury duty, professional development, emergency closing days, and leave days/personal days (two as provided per contract). Vacation days taken by employees holding a scheduled 12-month position will also be excluded for perfect attendance purposes. All other absences shall be counted as hours absent and shall cause the person to be ineligible for the perfect attendance stipend during that fiscal year. Eligibility starts the first full fiscal year of employment (fiscal year as July 1 through June 30).

## **SECTION 32: COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the Employee would have earned at his/her regular rate or result in an increase in the Employee's total remuneration from all sources including unemployment compensation benefits and remuneration from other employment pursued in place of his/her employment with the Employer.

## **SECTION 33: CONTRACT DURATION**

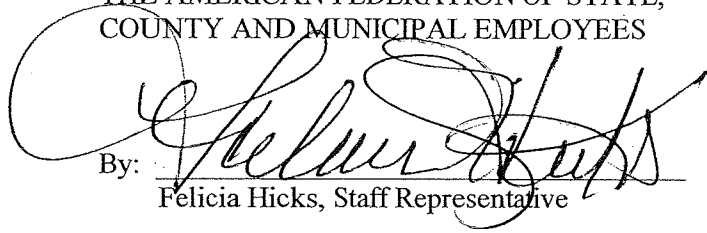
- C. This Agreement shall be effective for a period beginning July 1, 2009 and shall continue in full force and effect through June 30, 2014.

D. Ninety (90) days prior to June 30, 2014, upon request of either party, negotiation will be undertaken toward a new contract.

E. It is further understood that the terms and conditions of this Agreement will continue until the new Agreement is negotiated.

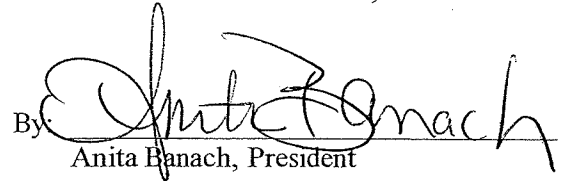
IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives on the day and year noted below.

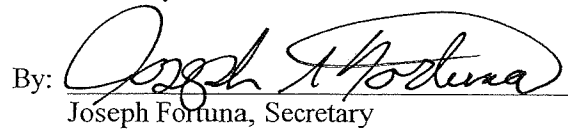
COUNCIL 25, INTERNATIONAL UNION OF  
THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

By:   
Felicia Hicks, Staff Representative

Dated: May 30, 2013

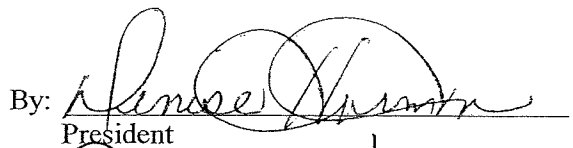
BOARD OF EDUCATION OF ROMEO  
COMMUNITY SCHOOLS, COUNTIES OF  
MACOMB AND OAKLAND, MICHIGAN

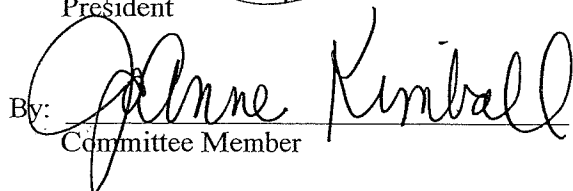
By:   
Anita Banach, President

By:   
Joseph Fortuna, Secretary

Dated: May 20, 2013

LOCAL UNION 2614, INTERNATIONAL  
UNION OF THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

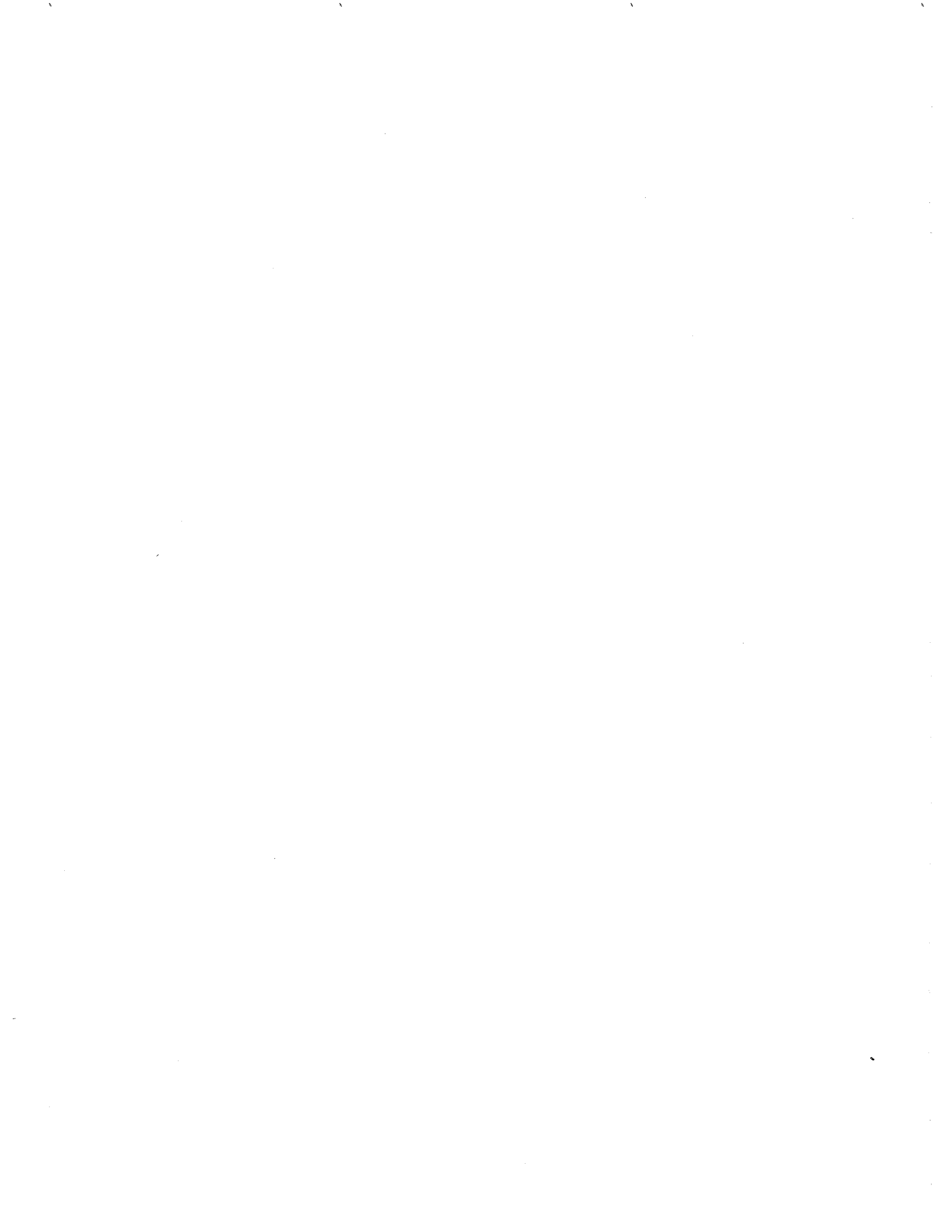
By:   
Denise Thurman  
President

By:   
Anne Kimball  
Committee Member



**AFSCME CHILD CARE EMPLOYEES SALARY SCHEDULE**  
**2009-2010, 2010-2011, 2011-2012 SALARY SCHEDULE**  
**APPENDIX A**

CHILD CARE POSITIONS	STEP NO.	2009-2010 RATE	2010-2011 RATE	2011-2012 RATE
Child Care Caregiver	0	\$9.97	\$9.97	\$9.97
Preschool Aide	1	\$10.38	\$10.38	\$10.38
School Aged Child Caregiver	2	\$10.80	\$10.80	\$10.80
	3	\$11.23	\$11.23	\$11.23
	4	\$11.66	\$11.66	\$11.66
	5	\$12.29	\$12.29	\$12.29
	Program Director Pre-School	0	\$11.77	\$11.77
MSRP Para Pro (Two Year Degree)	1	\$12.12	\$12.12	\$12.12
	2	\$12.64	\$12.64	\$12.64
	3	\$13.13	\$13.13	\$13.13
	4	\$13.65	\$13.65	\$13.65
	5	\$14.03	\$14.03	\$14.03
Program Director 2 (Site Manager)	0	\$13.32	\$13.32	\$13.32
	1	\$14.12	\$14.12	\$14.12
	2	\$14.50	\$14.50	\$14.50
	3	\$14.86	\$14.86	\$14.86
	4	\$15.26	\$15.26	\$15.26
	5	\$15.63	\$15.63	\$15.63
Program Director Pre-School (Four Year Degree)	0	\$14.03	\$14.03	\$14.03
	1	\$14.59	\$14.59	\$14.59
	2	\$15.16	\$15.16	\$15.16
	3	\$15.78	\$15.78	\$15.78
	4	\$16.41	\$16.41	\$16.41
	5	\$17.05	\$17.05	\$17.05
Program Director 4 (Site Manager)	0	\$15.63	\$15.63	\$15.63
	1	\$16.41	\$16.41	\$16.41
	2	\$17.20	\$17.20	\$17.20
	3	\$17.99	\$17.99	\$17.99
	4	\$18.33	\$18.33	\$18.33
	5	\$18.72	\$18.72	\$18.72
CAPS EDUCATOR	0	\$30,549	\$30,549	\$30,549
School Readiness and Parent Educator (GSRP)	0	\$30,547	\$30,547	\$30,547
	1	\$31,767	\$31,767	\$31,767
	2	\$33,037	\$33,037	\$33,037
	3	\$34,358	\$34,358	\$34,358
	4	\$35,732	\$35,732	\$35,732
	5	\$37,163	\$37,163	\$37,163





**AFSCME CHILD CARE EMPLOYEES SALARY SCHEDULE  
2012-2013 / 2013-2014 SALARY SCHEDULE - 1% Off Schedule Increase**

**APPENDIX A**

CHILD CARE POSITIONS	STEP NO.	2012-2013 RATE	1% Off Schedule	2013-2014 RATE	1% Off Schedule
Child Care Caregiver Preschool Aide School Aged Child Caregiver	0	\$9.97	\$10.07	\$9.97	\$10.07
	1	\$10.38	\$10.48	\$10.38	\$10.48
	2	\$10.80	\$10.91	\$10.80	\$10.91
	3	\$11.23	\$11.34	\$11.23	\$11.34
	4	\$11.66	\$11.78	\$11.66	\$11.78
	5	\$12.29	\$12.41	\$12.29	\$12.41
Program Director Pre-School MSRP Para Pro (Two Year Degree)	0	\$11.77	\$11.89	\$11.77	\$11.89
	1	\$12.12	\$12.24	\$12.12	\$12.24
	2	\$12.64	\$12.77	\$12.64	\$12.77
	3	\$13.13	\$13.26	\$13.13	\$13.26
	4	\$13.65	\$13.79	\$13.65	\$13.79
	5	\$14.03	\$14.17	\$14.03	\$14.17
Program Director 2 (Site Manager)	0	\$13.32	\$13.45	\$13.32	\$13.45
	1	\$14.12	\$14.26	\$14.12	\$14.26
	2	\$14.50	\$14.65	\$14.50	\$14.65
	3	\$14.86	\$15.01	\$14.86	\$15.01
	4	\$15.26	\$15.41	\$15.26	\$15.41
	5	\$15.63	\$15.79	\$15.63	\$15.79
Program Director Pre-School (Four Year Degree)	0	\$14.03	\$14.17	\$14.03	\$14.17
	1	\$14.59	\$14.74	\$14.59	\$14.74
	2	\$15.16	\$15.31	\$15.16	\$15.31
	3	\$15.78	\$15.94	\$15.78	\$15.94
	4	\$16.41	\$16.57	\$16.41	\$16.57
	5	\$17.05	\$17.22	\$17.05	\$17.22
Program Director 4 (Site Manager)	0	\$15.63	\$15.79	\$15.63	\$15.79
	1	\$16.41	\$16.57	\$16.41	\$16.57
	2	\$17.20	\$17.37	\$17.20	\$17.37
	3	\$17.99	\$18.17	\$17.99	\$18.17
	4	\$18.33	\$18.51	\$18.33	\$18.51
	5	\$18.72	\$18.91	\$18.72	\$18.91
CAPS EDUCATOR	0	\$30,549	\$30,854	\$30,549	\$30,854
School Readiness and Parent Educator (GSRP)	0	\$30,547	\$30,852	\$30,547	\$30,852
	1	\$31,767	\$32,085	\$31,767	\$32,085
	2	\$33,037	\$33,367	\$33,037	\$33,367
	3	\$34,358	\$34,702	\$34,358	\$34,702
	4	\$35,732	\$36,089	\$35,732	\$36,089
	5	\$37,163	\$37,535	\$37,163	\$37,535





