

AGREEMENT
BETWEEN THE
ROMEO BOARD OF EDUCATION
AND THE
TECHNICAL, PROFESSIONAL AND
OFFICEWORKERS ASSOCIATION OF
MICHIGAN,
T.P.O.A.M.

2016-2019

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AGREEMENT

This agreement entered into this 13th day of December, 2016, between the BOARD OF EDUCATION OF THE ROMEO COMMUNITY SCHOOL DISTRICT, MACOMB AND OAKLAND COUNTIES, MICHIGAN, hereinafter referred to as the "Employer" and the TECHNICAL, PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF MICHIGAN, T.P.O.A.M., hereinafter referred to as the "Union."

A sound educational program as effects the best interests of the children of the community is the primary objective. The Employer and the 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 relations 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.

ARTICLE 1 – MANAGEMENT’S RIGHTS

- 1:01 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:
- 1:01:01 Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
- 1:01:02 The right to establish, modify or change any work or business or school hours or days.
- 1:01:03 The right to direct the working forces, including the right to hire, promote, transfer, discipline and/or reassign Employees, assign work or duties to Employees, determine the size of the work force and to lay off Employees.
- 1:01:04 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.
- 1:01:05 Adopt rules and regulations.
- 1:01:06 Determine the qualifications of Employees.

- 1:01:07 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.
- 1:01:08 Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- 1:02 The policy-making functions rest exclusively with the Board.

ARTICLE 2 – RECOGNITION

- 2:01 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. Employees of the Employer included in the T.P.O.A.M. bargaining unit are: skilled trades/maintenance, grounds/warehouse utility, utility drivers, cooks, cashiers, mechanics, and bus drivers. All temporary Employees, substitutes and supervisory personnel are excluded.

ARTICLE 3 - UNION MEMBERSHIP

- 3:01 To the extent that the laws of the State of Michigan permit, it is agreed that:
- 3:01:01 Employees covered by this Agreement may become members of the Union or remain members of the Union if they are already members, by payment of Union Dues and fees.
- 3:01:02 Newly hired, transferred or rehired Employees may, at the end of their probationary period, tender fees and the periodic dues uniformly required as a condition of acquiring or retaining membership to the Union.
- 3:02 Indemnification – 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 this section of the Agreement.

ARTICLE 4 – REPRESENTATION

- 4:01 The bargaining unit shall be represented by the Technical, Professional and Officeworkers Association of Michigan (T.P.O.A.M.) and the Officers and Stewards of the Local Association, The Romeo School Employees Association.

ARTICLE 5 – SUPPLEMENTAL AGREEMENTS

5:01 All supplemental agreements if any, shall be subject to the approval of the Employer and the Union.

ARTICLE 6 – GUARANTEE OF RIGHTS

6:01 The Employer and the Union agree that there shall be no discrimination against any Employee or any applicant for employment by reason of race, sex, religion, age or national origin.

6:02 The Board agrees that there shall be no discrimination against any Employee by reason of their membership or non-membership in the Union.

ARTICLE 7 – LABOR RELATIONS COMMITTEE

7:01 The Union Executive Board or its designees will act as a Labor Relations Committee, which shall 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. Representative(s) of the T.P.O.A.M. may also attend these meetings, 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.

7:02 These meetings shall follow the above guidelines except that the Special Conference meeting shall consist of Department Stewards, Union President or Designee and T.P.O.A.M. Representative(s), if needed.

ARTICLE 8 – GRIEVANCE PROCEDURE

8:01 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.

8:02 Investigation of Grievance – The local Union President or their designee may request time through the Executive Director of Employee Services to investigate and/or process a grievance. This release time, if approved, will be without loss of time or pay in performing the investigation.

8:03 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.

8:04 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:

- 8:05 Grievances shall be deemed invalid and barred if not presented at Step 1.
- 8:06 Step 1 – Within ten (10) working days 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.
- 8:07 Step 2 – If the grievance is not resolved informally, it shall within ten (10) working days be reduced to writing, on the Official Union Grievance Form, signed by both the local Union President or their designee and the Grievant, and given to the Employee’s immediate supervisor. The immediate supervisor shall render the decision in writing within ten (10) working days and give a copy of the decision to the Superintendent or Superintendent’s designee and to the steward and the grievant.
- 8:03 Step 3 - If the grievance is not resolved at Step 2, the steward shall file written appeal with the Superintendent or Designee within ten (10) working days after the steward’s receipt of the immediate supervisor’s answer. Within not more than ten (10) 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.

ARTICLE 9 – BINDING ARBITRATION

- 9:01 If the grievance is not settled at Step 3, the T.P.O.A.M. may, within twenty (20) working days after the receipt of the Superintendent’s decision at Step 3, move the grievance to arbitration by notifying the Board of Education through the Office of the Superintendent of their intent to arbitrate. The School Board’s designee and a representative from T.P.O.A.M. shall then attempt to mutually select an Arbitrator.
- 9:02 If, within sixty (60) calendar days from the Union’s notice of intent to arbitrate, an Arbitrator has not been found mutually selected, the grievance may then be appealed by T.P.O.A.M. to the American Arbitration Association, within these sixty (60) calendar days, to be processed in accordance with its Voluntary Labor Arbitration Rules.
- 9:03 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.
- 9:04 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.
- 9:05 The Arbitrator shall construe this Agreement in a manner which 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.

9:06 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 which would require or permit an action in violation of the Michigan School Laws. The termination of probationary Employees shall not be subject to arbitration.

9:07 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.

ARTICLE 10 – COMPUTATION OF BACK WAGES, WORKING DAYS, TIME LIMITS AND STEP ENTRY FOR CLASS ACTION GRIEVANCES

10:01 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.

10:02 Unless defined differently in a specific section of this Agreement, working days shall be defined as days that any member of the bargaining unit is regularly scheduled to work, excluding Saturday, Sunday and Holidays specified in this Agreement.

10:03 Time limits may be waived by written, mutual consent of the parties.

10:04 Grievances involving more than one bargaining unit member may be treated as a Class Action and entered into at Step 3 of the Grievance Procedure.

ARTICLE 11 – DISCHARGE AND DISCIPLINE

11:01 Notice of Discharge or Discipline. The Employer agrees to promptly upon discharge or discipline of an Employee to notify the Local Union President or their designee. The Employer agrees that its enforcement of discipline or discharge will be for fair and just cause.

11:01:01 All Employees shall be offered Union representation prior to any disciplinary action by the Employer.

11:01:02 Disciplinary actions will not accumulate of unlike natures.

11:02 The discharged or disciplined Employee will be allowed to discuss his/her discharge or discipline with the steward of the district and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or the Employer's designated representative will discuss the discharge or discipline with the Employee and the steward.

- 11:02:01 Any verbal discipline shall be put in written form for record keeping purposes. The Union and management and the Employee shall receive copies of such.
- 11:03 Appeal of Discharge or Discipline. Should the discharged or disciplined Employee consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Union President or their designee to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union or if the decision is not given within the time limits, the matter shall be referred to the grievance procedure at Step 3.
- 11:04 Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions that occurred more than thirty (30) months previously provided, however, that any offense involving moral turpitude shall be grounds for dismissal whenever discovered. Written reprimands shall be removed upon the Employee's request from the personnel records after 30 months on file.

ARTICLE 12 – SENIORITY

- 12:01 New Employees hired in the union shall be considered as probationary Employees for the first ninety (90) calendar days of their employment. For the purposes of this section, work day is defined as a day when the probationary employee is regularly scheduled to work. Work days will be extended if the probationary employee is absent during the probationary period. When an employee finishes the probationary period, he/she shall rank for seniority from the day ninety (90) calendar days prior to the date he/she completes the probationary period. There shall be no seniority among probationary Employees.
- 12:02 Probationary Employees will not become eligible for insurance benefits until the first of the month following the completion of their probation. Probationary Employees will accumulate sick days and vacation days during that period but not utilize them until the completion of the probationary period. However, probationary Employees will receive appropriate holiday pay.
- 12:02:01 In any extension of a probationary period, the Union will be notified. The Union may request a meeting to discuss the situation. No fringe benefits will be provided to any Employee during this extended probationary period.
- 12:03 The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment as set forth in Article 2 of 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.

12:04 Seniority shall be by classification and in accordance with the Employee’s first day of hire on a permanent assigned position. Seniority for computation of vacations, holidays and other fringe benefits shall be from date of permanent hire into the Romeo Community Schools.

12:04:01 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.

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
26	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

- 12:05 An Employee may not move from one classification to another classification except by the posting process as outlined under Article 18 of this Agreement. Should an Employee move as herein stated, said Employee's seniority in the new classification shall commence with the first day worked in said new classification.
- 12:05:01 An Employee who has moved from one classification to another classification and moves back to his/her original classification within thirty (30) calendar days shall retain the seniority he/she had accumulated in the original classification. Seniority for these days worked in the trial classification shall be credited to the original classification.
- 12:05:02 Preferential seniority, against layoffs only, shall be granted to the president.
- 12:05:03 The Divisions and Classifications within the Divisions are as follows:
- I. MAINTENANCE DIVISION:
 - a. Skilled trades/Maintenance Classification
 - b. Grounds Classification
 - II. TRANSPORTATION DIVISION:
 - a. Mechanics Classification
 - b. Bus Drivers Classification
 - c. Food Service Driver Classification (evaluated by Food Service Director)
 - III. FOOD SERVICE DIVISION:
 - a. Cooks Classification
 - b. Cashiers Classification
- 12:05:04 Any Employee who changes classification and/or division, and in the opinion of the Employer does not satisfactorily complete the trial period in the classification to which he/she has changed, will be returned to his/her previous classification. If the Employer reverts an Employee to his/her previous classification after the trial period, it may be subject to the grievance procedure. His/her salary shall revert to that of the previous classification and his/her seniority shall not be affected. The trial period shall be for a period of thirty (30) calendar days.
- 12:05:05 An Employee who is promoted during his/her probationary period shall be considered to have satisfactorily completed the probationary period in the classification from which he/she has been promoted.

ARTICLE 13 – SENIORITY LISTS

- 13:01 Seniority shall not be affected by the race, sex, marital status or the dependents of the Employee.

13:02 The seniority lists on the date of this Agreement will show the names and job titles of all Employees of the unit entitled to Seniority.

13:03 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.

ARTICLE 14 – LOSS OF SENIORITY

14:01 An Employee shall lose his/her seniority for the following reasons:

14:01:01 The Employee quits or retires.

14:01:02 The Employee is discharged and the discharge is not reversed through the grievance procedure.

14:01:03 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.

14:01:04 If the Employee does not return to work when recalled from layoff, as set forth in the recall procedure.

ARTICLE 15 – LAYOFFS AND CHANGES IN WORK FORCE

15:01 Layoffs shall mean a reduction of the work force.

15:02 Should it become necessary for a layoff, the following procedure shall be effective.

15:02:01 Temporary and probationary Employees in the affected classification shall be immediately laid off.

15:02:02 The required number of seniority Employees shall be laid off from the affected classification beginning with the least senior Employee.

15:02:03 Any employee identified for layoff shall be able to exercise seniority rights to bump any employee with less seniority in, first, his/her classification and second, in his/her Division, providing he/she has seniority in the classification into which he/she is bumping.

If he/she cannot bump within his/her current classification or Division, he/she may bump a less senior employee in another Division and classification in which he/she has seniority.

15:02:04 The least senior Employees, who remain unplaced after the reduction in the required classification(s) and bumping is completed, shall be laid off.

- 15:03 The above layoff procedure does not apply to the normal reduction of the work force during the time school is not in session.
- 15:04 Employees to be laid off from their regular duties for an indefinite period of time will have at least fourteen (14) calendar days' notice of layoff. The Local Union President shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employees.
- 15:05 Should a position be eliminated, said Employee affected shall be considered laid off and shall be allowed to use his/her seniority rights to bump as stated above.

ARTICLE 16 – RECALL PROCEDURE

- 16:01 Should the working force be increased after a layoff, Employees shall be recalled in the inverse order of the layoffs.
- 16:02 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.
- 16:03 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.
- 16:04 Recall rights shall extend for two (2) years, or a length of time equal to the bargaining unit member's seniority, whichever is greater.

ARTICLE 17 – TRANSFERRING OUTSIDE OF BARGAINING UNIT

- 17:01 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.

However, if an Employee goes beyond the sixty (60) calendar days and wishes to transfer back into the bargaining unit, they may apply for a vacant position within the unit but shall only be considered after all qualified bargaining unit applicants have been offered the vacant positions. While their years of service with Employer will count toward their benefits, their unit seniority will start the date they re-enter into this bargaining unit.

ARTICLE 18 – TRANSFER AND PROMOTIONS

- 18:01 DEFINITIONS

- 18:01:01 Transfer: Transfer is a lateral move defined as a movement with no change in classification or pay rate. Seniority and qualifications shall be used in considering Employees for a lateral move. An Employee shall be given a trial period as outlined under transfers.
- 18:01:02 Promotion: Promotion is an upward change in job classification and/or division that results in an increased rate of pay. An Employee will be given a trial period as outlined under Promotion.
- 18:01:03 Qualifications: Qualifications shall include but will not be limited to discipline record, individual evaluations, overall work record, previous experience, and past 24 months discipline and attendance record.
- 18:02 Vacancies. The Employer will publicize all vacancies within the Bargaining Unit by posting in all buildings of the district. Employees may apply for the vacancy.
- The notice of the position shall be posted for a period of five (5) working days, setting forth the job title, location, hours of employment, rates of pay and general qualifications necessary to perform the job. Where possible, the position shall be filled within five (5) days from the expiration of the position.
- 18:02:01 Consideration for a vacancy shall be within the Employee classification. Should the vacancy not be filled within the classification, Employees from other classifications in the division will be considered prior to new hires, provided they meet the qualifications.
- 18:02:02 The Employer agrees to give due weight to the qualifications of all applicants.
- 18:02:03 Employees going on vacation are urged to notify the Union President or their Steward, as to their address while on vacation, if they wish to be notified of vacancies which may occur while they are gone. The Employer will provide extra copies of the posting requested by the Union.
- 18:03 Transfers
- 18:03:01 Transfers to a posted vacancy through the bidding process shall be permitted within each classification in order of seniority. An Employee so transferred shall be given a twenty (20) working day trial period in which to demonstrate his/her ability to perform the duties of the job. The Employer shall have the right at any time during the trial period to revert the Employee to his/her previous permanent position if, in the opinion of the Employer, the Employee's work performance is not satisfactory. The Employee shall have the right at any time during the trial period to revert to his/her previous permanent position if he/she so desires.

- 18:03:02 If the Employer reverts the Employee to his/her previous permanent position after his/her trial period, it may be subject to the grievance procedure.
- 18:03:03 Any Employee who has reverted back to his/her previous permanent position during his/her trial period may not apply for a similar position for a period of at least six (6) months.
- 18:03:04 There will be guaranteed training conducted by Management. If Management utilizes bargaining unit personnel in the training process that selected person must willingly accept the trainee.
- 18:03:05 An Employee may be granted a maximum of two (2) lateral move transfers during any given fiscal year July 1 – June 30. Note: A maximum of only one (1) temporary lateral move within the above specified two (2) moves will be allowed. (No more than any combination of two (2) moves will be allowed.) This restriction does not prohibit an Employee from a promotional change.
- 18:03:06 The only moves that will be recognized as lateral moves are the ones that are “bid” on for posted positions. Postings will be to replace the person and “their route.”
- 18:03:07 Employees may only hold one (1) temporary position and one (1) permanent position. Employees may bid on a second temporary position and, if awarded, Employee must give up rights to the first temporary position. The first temporary position will then be posted for seniority bid.
- 18:03:08 Employees, during their probationary period as a new hire, shall complete their probationary period in that building and may be granted only one (1) transfer during the remaining fiscal year July 1 – June 30. Thereafter, they shall follow the language under Transfers.
- 18:04 Promotions. The Employer agrees to use qualifications and seniority in considering Employees for promotion. Seniority will govern when qualifications are equal. An Employee being promoted to a higher paying classification or promoted within their classification shall be given a trial period of up to twenty (20) working days in which to demonstrate his/her ability to satisfactorily meet the standards and perform the duties of the job. The Employer shall have the right at any time up to the conclusion of the trial period to revert the Employee to his/her former classification or previous permanent position within their classification if, in the opinion of the Employer, the Employee’s work performance is not satisfactory. During the period, the Employee shall receive the pay rate for the job he/she is performing. The Employee shall have the right at any time during the trial period to revert to his/her former classification or previous permanent position within their classification if he/she so desires.

- 18:05 Temporary Positions
- 18:05:01 Temporary positions have been created to replace an Employee who is absent from his/her position for consecutive periods of thirty (30) working days or more, and shall be posted within five (5) days of written notification to the Employee Services Office.
- 18:05:02 If management is made aware with doctor's verification that an Employee will be absent thirty (30) working days or more, the position will be posted immediately.
- 18:05:03 Should an employee be on long-term disability for a period exceeding 12 consecutive months, the District shall have the option to fill the employee's position. At such point in time that the employee returns to work, the employee shall bump the position of the least senior bargaining unit employee that does not result in a loss of wages or hours or any substitute in his/her classification.
- 18:05:04 Employees who fill temporary positions will be eligible for all fringe benefits in the temporary position.
- 18:05:05 Employees transferring to a temporary position for twenty (20) working days or less shall return to their previous permanent position or run and will not lose any seniority. In the event this occurs for a bus driver when runs are being selected and the transportation Employee does not have twenty (20) working days in the temporary position, the Employee will choose to pick a run or stay in the temporary position.
- 18:05:06 Upon completion of the temporary position, the Employee will revert back to his/her previous permanent position.
- 18:05:07 The seniority of an Employee taking a temporary position within the same classification will not change. Employees transferring to a temporary position outside their classification shall have twenty (20) working days to revert back or management may revert them back without loss of seniority. If an Employee stays in a temporary position outside his/her classification after fifty (50) working days, his/her seniority shall start from the first (1st) day in the temporary position, and his/her seniority will be frozen in his/her regular classification.
- 18:05:08 No fringe benefits of any kind will be given to any temporary Employee who is not a member of the bargaining unit.

ARTICLE 19 – NEW POSITIONS

- 19:01 New positions in the bargaining unit may be established by the Employer.
- 19:02 Upon creation of a new position, the Employer and Union will meet to negotiate an appropriate wage rate and classify the position. In the event that agreement is not

forthcoming, within fifteen (15) calendar days, which shall include three (3) meetings if necessary, it shall become a proper matter for the grievance procedure.

ARTICLE 20 – LEAVES OF ABSENCE

20:01 Leaves of absence shall apply for all members of the bargaining unit.

Written application must be made to the Superintendent of Schools or Designee. Upon written application, at least ninety (90) days period to the expiration of the leave, the Superintendent or Designee may, at his/her discretion, extend the leave of absence period for one (1) additional year.

20:01:01 Scheduled salary adjustments, seniority and retirement credit are not allowed for such a leave.

20:01:02 An Employee who accepts other employment while on leave of absence shall lose his/her seniority with the district and shall be subject to discharge.

20:02 Personal Leave. Employees may be granted a leave of absence for personal reasons, without compensation or other benefits, for a period of up to one (1) year, provided it does not injure the program of the school. This leave will not be available to employees in their first two (2) years of employment in a position governed by this contract.

20:03 Return from Personal Leave. An Employee granted a leave of absence for a full semester or more must give written notice to the Superintendent or Designee at least thirty (30) calendar days prior to the expiration of the leave that he/she expects to return at the expiration of the leave.

20:03:01 Upon his/her return from leave of absence, the Employee will be given the assignment he/she held before going on leave. Should the returning Employee refuse this position, the obligation of the district shall be ended.

20:03:02 Bus drivers returning during the “selection of routes” period will exercise his/her right to selection of route according to his/her seniority. Any driver who cannot be present at the bid time has the right to bid for a run if these steps are followed: refer to Transportation language.

20:03:03 Peace Corps Leave. A leave of absence will be granted for up to one (1) year to any Employee who joins the Peace Corps as a full-time participant in such a program. Such leave will be considered for extension as outlined in Section 01 of this article.

20:03:04 Veterans Leave. Veterans will be entitled to reemployment rights as provided by law.

ARTICLE 21 – SICK LEAVE AND BUSINESS DAYS

- 21:01 It is understood that sick leave and business days are converted to hours.
- Employees 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.
- 21:01:01 Full-time utility drivers, skilled trades, grounds/warehouse utility, and mechanics who are twelve month Employees, shall be granted one (1) day sick leave per month, per working year. It is understood that the twelve (12) days will be added on for the school year, which begins July 1, to those days which were previously accumulated.
- 21:02 The cooks, cashiers and bus drivers who work only during the time school is in session, will have ten (10) days added on July 1 to those days previously accumulated.
- 21:03 Accumulation of sick days shall be capped at one hundred fifty (150) days.
- 21:04 Sick days will be granted for:
- 21:04:01 Personal illness or quarantine of Employee or Employee's living quarters.
- 21:04:02 To provide care for a parent, child or spouse of an Employee for one (1) day in case of illness or accident when there is no one else available to take care of them. A maximum of four (4) days per year may be used for this purpose.
- 21:04:03 Under extenuating circumstances additional time may be granted for reasons as outlined in the Family Medical Leave Act Requirements of 1993 to a maximum of twenty (20) paid consecutive sick days per year provided the employee has accrued sick leave days in his/her bank. Any reason other than the ones listed will be decided by the Employee Services Executive Director and the supervisor concerned.
- 21:04:04 Employees may accrue sick and vacation days for the first six (6) months they are paid disability insurance and Workers Compensation by the Board of Education carriers. After that time, accrual of sick and vacation days will discontinue.
- 21:05 Each Employee shall be notified at the beginning of the school year as to the number of accrued sick days.
- 21:06 Any Employee covered by this sick day policy not fulfilling his/her contract, either by resignation or dismissal, will have his/her sick days prorated for the year and shall be required to pay back to the Employer all sick day payments of which he/she is not entitled.
- 21:07 The Employer requires that an Employee ill for more than three (3) consecutive working days, before returning to work, present the Employer with a certificate of good health

from the attending physician indicating that the Employee is physically and mentally able to return to work.

21:08 Employees are required to notify their immediate supervisor of their absence due to illness in time for other arrangements to be made. Failure to notify the supervisor prior to shift beginning time may result in loss of pay for the full shift.

21:09 An Employee taking no more than one (1) sick day in a school year will receive one (1) bonus day the following school year. An Employee taking no sick days in a school year will receive two (2) bonus days the following school year. Such days shall be accumulated up to five (5). If unused, these days shall be placed in the individual's sick bank.

Employees may utilize bonus days for payment on snow days or in-service workshop days, for which they normally would not be paid. A "Request for Leave Day(s)" form must be completed for each day they use.

21:10 Business Days. Out of the employee's accumulated sick leave days, two (2) days per year may be utilized as business days. Such leave shall be requested only to carry out such business as cannot be accomplished at times other than working hours, such as mortgage closing, legal matters, orthodontic visits, graduation, getting married, and death of a friend. The following are examples of those kinds of things that are not acceptable for business leave. This does not represent a total listing of unapproved activities. Travel with spouse on business trips, hunting, house cleaning, review real estate in other communities or states, moving, honeymooning, house hunting, social functions, review of any item for purchase in another community or state, vacation/school break extensions, interviewing for other positions, union or association activities and other matters that will take more than one (1) day to complete.

The request for business days shall be made to the supervisor at least one (1) week in advance with the reason for business leave requested in writing on a "Request for Leave Day(s)" form. Emergency requests of less than one (1) weeks' notice may be granted. Existence of an emergency will be determined by the Employer.

21:11 Weather Days. When schools are closed because of inclement weather or other emergency causes, the employee may use up to five (5) accumulated sick days for this purpose per school year.

Article 22 – MEDICAL LEAVE

22:01 Employees on a leave of absence for medical reasons are covered under the sick leave policy. If the illness extends beyond the sick leave policy and the employee is deemed eligible for LTD insurance, he/she will be allowed leave for a maximum of two (2) years and the district will continue their medical insurance for 90 days from the date of LTD

commencement. If the employee currently has prorated medical insurance costs, that same proration will continue during that period. An employee may continue at his/her own expense, dental and vision coverage while on LTD at the COBRA rate, effective the first of the month following his/her LTD eligibility.

The Employer will continue health, vision, LTD and dental insurance coverage premiums for employee until such time as an LTD determination is received. Employee must maintain any prorated medical insurance costs during this period. If an employee is not deemed eligible for LTD coverage, with the exception of those who qualify for FMLA, he/she will be responsible for reimbursement of employer-paid insurance premiums during that period if employee was on an unpaid status.

- 22:01:01 The Employer is given the right to have an examination of an Employee sick for any length of time by a physician of its own choosing at the Employer's expense.
- 22:01:02 Should the Employee challenge the Employer's selected physician's report, the following procedure will be employed:
 - 22:01:02:01 The Employee may elect to be examined by a physician of the Employee's choice at the Employee's expense.
 - 22:01:02:02 If the report of the Employee's and Employer's physicians are in conflict or disagreement, the Employer may have the Employee examined by a mutually agreed to appropriate specialist in the field of dispute for final determination of the matter. Recommendation of the agreed upon specialist shall be binding on the parties. Cost of the examination shall be borne by the Employer.
- 22:02:03 Return from Medical Leave. An Employee returning from a medical leave of absence must notify the Superintendent or Designee with a doctor's statement thirty (30) days prior to the date of return.
 - 22:02:03:01 Upon his/her return from a medical leave of absence, all Employees will be returned to his/her same job that he/she left. The current Employee holding said temporary position shall return to his/her former position.

ARTICLE 23 – WORKER'S COMPENSATION

- 23:01 In the event an Employee loses time as a result of illness or injury incurred in the course of his/her employment, for which the Employee receives benefits under the Michigan Workers' Compensation Act, the Board will allow Employee to have the option (in writing) of being paid the difference between the amount paid for compensation and the amount normally earned on a straight-time basis as long as the individual has days remaining his his/her individual sick bank. A prorated amount of time shall be deducted from his/her

sick bank for each day of absence. When Employee is released to return to work after having been absent on Workers' Compensation disability, he/she will be reinstated to the classification held prior to his/her injury.

ARTICLE 24 – CHILD CARE LEAVE

- 24:01 An Employee shall notify the Employee Services Office, in writing, as to the date of expected child care leave.
- 24:02 Upon written request, the Employee may be granted a child care leave of absence for a period not to exceed one (1) year. No salary will be received during the time of the child care leave. Time on child care leave shall not be counted for service and salary increments. The employee understands that his/her position will not be held for him/her during the child care leave.
- 24:02:01 This leave is not available to an employee until he/she has completed two (2) full calendar years of employment.
- 24:03 If the Employee is granted a child care leave for a period up to one (1) year, the Employee may exercise his/her seniority in the position of his/her classification to bump the Employee with the least seniority.

ARTICLE 25 – BEREAVEMENT DAYS

- 25:01 The Board of Education shall provide up to three (3) days with pay in case of the death of a husband, wife, 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, step grandparent, or a member of the immediate household not related. Up to one (1) day per incident shall be provided in case of the death of an aunt or uncle. Under extenuating circumstances, additional time may be granted using accumulated sick days and/or vacation days. The employee must attend the funeral or memorial service to receive bereavement days, and may be required to produce written verification of the same.
- 25:02 In addition, employees may utilize a sick day or vacation day in case of the death of a niece, nephew, or cousin. If no sick days or vacation days are available, employee may take an unpaid day. The employee must attend the funeral or memorial service to be allowed to take the day, and may be required to produce written verification of the same.

ARTICLE 26 – OTHER ABSENCES

- 26:01 Absence for jury duty by an Employee will not be chargeable to the sick leave allowance and the Employer will pay the difference between the Employee's pay for jury duty and his/her regular daily wage.

- 26:02 The Union President or their designee will be granted time off to attend Union conferences or conventions. Application should be made in writing at least two (2) weeks prior to the meeting date. Available Union Business Time may be used for this purpose. Deduction of the daily wage will be made for all time lost when Union Business time has been exhausted. All necessary expenses shall be borne by the Union. The Union President or their designee acknowledges that retirement service credit will be lost for Union Business conducted during work hours unless the District is reimbursed those sums paid to the Retirement Board.
- 26:03 When an Employee's attendance at an educational conference or convention is approved by the Superintendent or Designee, the time spent will not be deducted from the sick leave allowance and necessary expenses will be paid by the Employer.
- 26:04 Employees who are required by the Employer to attend classes, workshops or in-service training will be compensated for all hours required at the straight time rate of pay. The straight time rate of pay also applies to regular work hours before or after the required participation time that day.
- 26:05 Weather Days. See Article 21.

ARTICLE 27 – HOLIDAYS

- 27:01 Holidays paid for by the Employer at a regular rate of pay shall apply to twelve (12) month Employees who are regularly employed for eight (8) hours or more per day, as follows, during the life of this Agreement. The following days shall be celebrated as holidays:

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas day

New Year's Eve

New Year's Day

Memorial Day

- 27:01:01 NOTE: Twelve-month bargaining unit members will be required to work the Monday after Easter. Good Friday will remain a non-work, non-paid day for 12-month employees.
- 27:02 Employees will be granted the Friday following Thanksgiving as a holiday as listed above except that when school is in session on that day, the Employees of this contract will work a normal shift without premium but one (1) day will be added to their vacation.
- 27:03 It is understood that when a holiday falls on a Saturday, it shall be celebrated on Friday. When it falls on a Sunday, it shall be celebrated on Monday.
- 27:04 In order for an Employee to be paid for any holiday(s), the following format must be followed:
- 27:04:01 Employees must be scheduled and work a full day on their last regular work day before a holiday and be scheduled and work a full day on their first day following a holiday. Part-time employees are not eligible for the 4th of July and Labor Day holidays unless school is in session for students before and after those two (2) holidays or if the employee is regularly scheduled to work during the summer months.
- 27:04:02 If the holiday falls within a vacation or other approved leave, the employee must work the last scheduled day before the vacation/approved leave and the first scheduled day after the vacation/approved leave.
- 27:04:03 If the employee does not work either of the above-mentioned days, verification for their absence will be requested and the holiday is unpaid.
- 27:05 If for any reason classes are in session during any of the above days, Employees will be expected to report for work at their regular rate of pay. Other days will be determined as holidays by mutual agreement should this occur.

ARTICLE 28 – VACATION

- 28:01 Vacations will normally be taken during the summer season or at other times when school is not in session. Vacation requests for other times of the year will be considered provided all operational assignments can be covered adequately. Where there are fewer than four (4) Employees in any Division classification, no more than one (1) may be off at one time. Requests for vacation submitted prior to April 30 will be considered according to seniority; requests after April 30 will be considered in order of date received.
- 28:01:01 Employees are required to submit requests for vacations at least one (1) week prior to the day(s) requested; however, other requests will be considered.
- 28:02 Senior Employees will have preference for vacation dates.

- 28:03 In the event of resignation or dismissal, accrued vacation time shall be granted.
- 28:04 Employees may accrue sick and vacation days for the first six (6) months they are paid disability insurance and Workers' Compensation by the Board of Education carriers. After that time, accrual of sick and vacation days will discontinue.
- 28:05 Full-Time Employees.
- All regularly employed full-time Employees employed on a twelve (12) month basis will be granted vacations, in addition to the holidays established by this Agreement, according to the following schedule:
- 1 -3 years: Ten (10) vacation days
- 4 -6 years: Twelve (12) vacation days
- 7 – 9 years: Fourteen (14) vacation days
- 10 years +: Fifteen (15) vacation days
- 28:06 An Employee, as described in 28:05 above, who has been employed by the school district less than one (1) year as of July 1, will be granted vacation at the rate of 5/6th's per month of employment or major fraction thereof worked in the preceding period between July 1 of one year and July 1 of the next, but not to exceed ten (10) working days.
- 28:07 Vacation periods must be earned in the previous school year (July 1 to June 30). Employees, who have been employed by the school district less than one (1) year as of July 1, will be granted vacation at the rate of 5/6ths per month of employment, worked in the preceding year between July 1 and June 30, but not to exceed ten (10) working days. Note: This affects Employees with service time up to three (3) years.
- 28:08 Vacation can be accrued up to 30 days. Employees are allowed cash payment for up to five (5) earned vacation days not taken by October 1 of the following year. Vacation time accumulated prior to October 1, 2006, will not be subject to mandatory use.

ARTICLE 29 – RETIREMENT

- 29:01 An Employee retiring under the Michigan Public School Employee's Retirement Act shall receive \$50.00 for each year of service in the school district. This will be prorated for part-time Employees.
- 29:02 Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Employee's Retirement Act, or in the event of the death of the Employee, any Employee with ten (10) calendar years of service or more may redeem all unused sick days at twenty-five percent (25%) of the Employee's daily rate per unused sick day up to

one hundred twenty (120) days. In the event of death, the estate will be given the money.

29:03 Whenever possible, the Board and the Union will notify one another of an impending retirement of any Union member.

29:04 Longevity shall be paid to the date of retirement.

ARTICLE 30 – WORK SCHEDULE AND OVERTIME COMPENSATION

30:01 A full-time Employee is defined as someone who works at least eight (8) hours per day during the school year, five (5) days per week, and is not a full-time employee of any other organization.

30:02 All Employees shall have regular starting and quitting times. Employees are expected to be at their regularly assigned buildings at their scheduled starting times. Starting and quitting times will not be adjusted after October 1st except as such changes are mutually agreed to by the Union and the Employer.

30:02:01 During holiday breaks, afternoon and midnight shifts have the option to work the day shift.

30:02:02 If an activity is scheduled during breaks, Employees will be given the option of working the afternoon shift on a voluntary basis. If no Employee volunteers, the activity will be filled by the lowest seniority within the building.

30:03 Employees who are working a scheduled shift but are sent home because of no work will be paid one-half of their normal shift of work, or the amount actually worked, whichever is greater, but in no case less than two (2) hours.

30:04 An Employee called for emergency purposes outside of his/her regular shift will be guaranteed at least two (2) hours pay.

30:05 Overtime will be paid on the check following overtime worked as follows;

30:05:01 Time and one-half will be paid as follows:

For all hours over eight (8) in one (1) day.

For hours worked in excess of forty (40) hours in one (1) week.

Working on Saturday.

There shall be no pyramiding of overtime.

30:05:02 Double time will be paid as follows:

For all hours worked on Sunday.

For all hours worked on holidays. Time worked on holidays will be double time plus holiday pay.

30:05:03 Summer hours: The district has the option to schedule a four-day work week from the last student day of school at the end of the year to the first student day at the beginning of the year. It is understood that the workdays will last for ten (10) hours each day. It is also understood that employees will not receive overtime pay for the work eight (8) hours each day during this period.

30:05:04 When any person is transferred into a building for a temporary assignment, they will be added to the overtime rotation on the list according to where their district-wide classification seniority places them on the individual building rotation list.

ARTICLE 31 – COMPENSATION SCHEDULE

31:01 All Employees of the bargaining unit will receive benefits based on their regular hours worked. For bus drivers, their regular hours will be determined by October 1st of each year. All others will be determined after thirty (30) days in the position.

31:02 Should an Employee be promoted to a higher classification, the Employee will move to the step of the new classification in accordance with the Employee's number of years of service in the district.

31:03 When an Employee is assigned to work in a higher classification for more than four (4) consecutive hours, the Employee shall receive the rate of pay for the higher classification. When an Employee works in a lower classification, the Employee will receive his/her regular rate of pay.

31:04 Bus driver field trip time will not be used to determine fringe benefits.

31:05 Compensation schedules are show on Appendix I.

31:06 In the event the entire district converts to direct deposit and paperless environment, all employees shall receive their pay via direct deposit and receive their payroll data/voucher via electronic means.

31:07 Certification and Stipends

31:07:01 The employer agrees to pay for any cost (this includes class fee, mileage out-of-district and hourly rate) associated to maintain or obtain any certification that may be required of an employee in their current position. An employee is solely responsible for any costs to

obtain or maintain a certification they choose to pursue on their own in an effort to enhance their qualifications for promotion to another position.

31:07:02 The renewal of required certifications is the responsibility of the employee. Failure to renew required certifications before they expire will result in a loss of any stipend(s) associated with the certifications. Failure to renew required certification(s) before expiration will result in disciplinary action. Stipend for certification(s) will be paid to the employee when assigned to a position requiring the certification.

31:07:03 Voluntary certifications for which a stipend is paid are the responsibility of the employee. Failure to renew voluntary certifications before they expire will result in a loss of any stipend(s) associated with the certification.

ARTICLE 32 – LONGEVITY

32:01 Longevity for all full time Employees based on completed years of service.

Employees eligible for initial longevity payment prior to 9/15/2009		Employees eligible for initial longevity payment on or after 9/15/2009	
10 years	\$600.00	10 years	\$300.00
12 years	\$800.00	12 years	\$400.00
14 years	\$1,000.00	14 years	\$500.00
16 years	\$1,200.00	16 years	\$600.00
18 years	\$1,400.00	18 years	\$700.00

32:02 Longevity payments to be made on the first payday after the anniversary date.

32:03 Longevity shall be paid to date of retirement.

32:04 An Employee on an applied for unpaid leave shall not receive their longevity until they return to work.

32:05 An Employee off on a paid medical leave or Workers' Compensation, excluding LTD, shall be paid their longevity under the following conditions:

32:05:01 Full-time employees must have available a minimum of eight (8) hours sick or vacation time within the immediate two (2) weeks prior to their anniversary date.

32:05:02 Part-time employees must have available a minimum of their calculated benefit hours of sick or vacation time within the immediate two (2) weeks prior to their anniversary date.

32:05:03 Employee must submit a request in writing two (2) weeks prior to longevity date to receive longevity pay.

ARTICLE 33 – PART-TIME EMPLOYEES

- 33:01 Compensation schedules are shown on Appendix I.
- 33:02 A part-time worker shall be defined as a regular Employee with a job assignment of less than eight (8) hours per day. Hours assigned shall be determined to be part of a regular shift. The workload shall be assigned by the supervisor.
- 33:02:01 Employees hired on or after March 12, 2013, working less than five (5) hours per day, are not eligible for insurance benefits.
- 33:03 Because of the concept of true proration, the following indicates what fringe benefits the part-time Employees that are a part of this bargaining unit will receive.
- 33:04 Life Insurance. Upon proper application, the Board will provide the following life insurance for all eligible part-time Employees.
- \$17,500 term policy for Employees working 6 hours but less than 8 hours per day.
- \$12,500 term policy for Employees working 4 hours but less than 6 hours per day.
- \$7,500 term policy for Employees working 2 hours but less than 4 hours.
- 33:04:01 Eligible employees electing not to be covered by hospital-medical-surgical coverage may elect to have double the life insurance protection they are entitled to instead of hospitalization coverage. The Employee may request this in writing to the Employee Services Executive Director.
- 33:05 Hospitalization. Upon proper completion of the required hospitalization form by the eligible Employee, the Board will provide the type of hospital-medical-surgical coverage presently carried for each full-time Employee, and will cover the cost of the premium on a true prorate basis (a percentage of an eight (8) hour day). (Please refer to the Insurance Section.).
- 33:05:01 In addition, the parties agree to comply with PA 152 as long as it exists. Such contributions shall be in addition to contributions that are already made by less than full-time employees.
- 33:05:02 If the law is removed, or rescinded, the parties agree to contributions as follows: All employees receiving District paid medical insurance shall contribute to the cost of such premiums as follows: employees with single coverage shall pay \$35 a month; employees with double/couple coverage shall pay \$75 a month; and employees with full family coverage shall pay \$100 a month. Such payments shall be in addition to contributions that are already made by less than full-time employees.

33:06 Vision Insurance Upon proper completion of the required vision insurance application form by the eligible Employee, the Board will provide vision insurance for each part-time Employee and family. Please refer to the Insurance Section.

33:07 Dental Plan Upon proper completion of the required dental insurance application form by the eligible Employee, the Board of Education will provide a dental insurance plan for all part-time employees, and will cover the cost of the premium on a true prorata basis. Please refer to the Insurance Section.

33:08 Longevity For all part-time Employees that are a part of this bargaining unit the Board of Education will provide longevity pay as spelled out for full-time Employees except that it will be based on a prorata basis considering the fractional part of the day worked. For example, an Employee who has worked for ten (10) years for the district and is presently working four (4) hours per day, the following formula will apply to determine longevity pay:

$$\begin{aligned} &\text{Contract Schedule X Portion of Day} \\ &10 \text{ years} = \$600 \times 4 \text{ hours (50\%)} = \$300 \end{aligned}$$

33:09 Vacation Part-time employees hired before September 1, 2006 do not need to meet a minimum number of hours to be eligible for vacation. Part-time Employees hired between September 1, 2006 and March 5, 2013, working a minimum of four (4) hours per day will be eligible to earn vacation. Employees hired after March 5, 2013, working less than 52 weeks per year, are not eligible for vacation.

33:09:01 For eligible employees, vacation will begin to accrue the first day of the following month. Eligible part-time employees will earn vacation based on the years of service and scheduled hours with the school district according to the following schedule:

1 – 3 years	Five (5) days vacation
4 – 6 years	Six (6) days vacation
7 – 9 years	Seven (7) days vacation
10 – 11 years	Eight (8) days vacation
12 – 13 years	Nine (9) days vacation
14 – 15 years	Ten (10) days vacation

33:09:02 Vacation will normally be taken during summer season or at other times when school is

not in session. Employees who do not use all of their vacation time during the year will receive a vacation pay in his/her last paycheck of the school year.

- 33:09:03 Prior to April 1, an Employee may, at his/her option, notify the Executive Director of Employee Services or designee that he/she will carry over to the next school year a maximum of five (5) vacation days. Intent: Employee will not be able to take vacation time not accrued or banked.
- 33:10 Holidays: Refer to Article 27.
- 33:11 Part time employees will be considered for substitute positions within the following guidelines:
- 33:11:01 These positions shall not be in conflict with the employee's regular work schedule.
- 33:11:02 The addition of the substitution hours to the employee's regular schedule does not put employee into overtime wages.
- 33:11:03 Article 30:05:01. – definition of overtime shall not apply to hours worked under this section.
- 33:11:04 Article 30:05:02 – definition of overtime will apply to hours worked under this section.
- 33:11:05 The employee who substitutes in another classification will be paid at the step one rate of that classification; no benefits will accrue with any hours worked as a substitute.
- 33:11:06 Employees wishing to be considered for substitute work during the school year must apply in writing to the appropriate supervisor by September 1 of each year. Employees wishing to be considered for substitute work during the summer months must apply by May 1 of each year.

ARTICLE 34 – MAINTENANCE DIVISION EMPLOYEES

- 34:01 All full-time Maintenance Division Employees shall have one-half (1/2) hour lunches and two (2) fifteen (15) minute breaks.
- 34:02 Eight (8) hours work will be considered a full day for all Employees covered by this contract.
- 34:03 For All Maintenance Division Employees, the first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.

- 34:04 New yearly seminars on spraying pesticides and herbicides under MIOSHA guidelines will be made available to all designated certified personnel before spring.
- 34:05 Management will supply a cleaning kit with each respirator for Employees to use prior to using respirator equipment.
- 34:06 Maintenance Overtime. Maintenance overtime will be assigned by trade. If additional assistance is needed, it will be assigned first by Classification and second by Division.
- 34:07 Snow Removal & Salting Overtime. Overtime will be mandatory for snow removal and salting throughout the district from November 1 through April 15. Exceptions would be due to illness and extenuating circumstances, or the day following a scheduled vacation day. Management will compile a list of qualified Division employees willing to assist with overtime during snow removal and utilize the list during such time. Employees will be called on a rotation based on district seniority.

ARTICLE 35 – TRANSPORTATION DIVISION EMPLOYEES

35 BUS DRIVERS

- 35:01 Drivers' schedules will be set by the Director of Transportation. Routes will be timed and estimated prior to the beginning of the school year.
- 35:02 Route selections (individual routes and their respective descriptions) must be made available to each driver at least one (1) week in advance prior to the actual route selection process/day only at the transportation building.
- 35:03 Bus driver assignments will be prepared and packaged by total estimated hours and assigned on the basis of a seniority bid at a designated time (Bid Day).
- 35:04 The Director of Transportation will assign buses to the routes at the beginning of the school year before the routes are picked by the drivers. New routes established during the school year shall have a bus assigned to it before the route is posted. Assignment of buses can be changed if district demands require doing so.
- 35:05 Route Selection/Bid Day. Time Blocks per number of Employees.
- 35:05:01 Time blocks must be posted on the week prior to the end of the current school year.
- 35:05:02 All drivers will be required to sign their name verifying that they have read and acknowledged their scheduled time block and date. All drivers must also provide a valid driver's license and medical card to the Employer's designee at least one (1) week prior to Route Selection/Bid Day. Failure to provide the documentation at least one (1) week in

advance will result in that driver accepting a route that remains available after the Route Selection/Bid Day process is concluded.

- 35:05:03 Any Employee on leave of absence shall be sent via certified mail, their time block and date to be present for route selection.
- 35:05:04 Any driver who is unable to be present during route selection has the right to bid on a run if these steps are followed:
- 35:05:04:01 Written notification of the choices of the runs he/she would like must be submitted to the Director of Transportation at least one (1) day prior to bid time. The written notification should indicate if he/she wishes to have a mid-day run, be on the trip board, the mid-day sub board, etc.
- 35:05:04:02 The choices of the driver should guarantee he/she will be covered. For instance, a driver who is fifth on the seniority list should have five (5) choices listed in priority order.
- 35:05:04:03 Three (3) copies of this request must be submitted, one copy each for Management, Employee's file, and Union Steward.
- 35:05:04:04 Failure to follow the above steps will cause the driver the following: To take the lowest seniority run upon his/her return from leave of absence, the driver will not be allowed to be on the trip board, the driver will not have a mid-day run. The driver will be allowed to be added to the mid-day sub board. Should the returning Employee refuse this position, the obligation of the district shall be ended.
- 35:05:05 Route Selection Day
- 35:05:05:01 All drivers will be required to sign-in for their scheduled block on time.
- 35:05:05:02 Drivers will sign-in, in the presence of the Director or his/her appointee, with the time of arrival so noted. Each driver will individually have fifteen (15) minutes maximum time limit to select a route during his/her scheduled block of time provided the routes are available to the employees one (1) week prior to the route selection day.
- 35:05:05:03 If an Employee arrives later than their appointment time, but while his/her time block of Employees are present and selecting their routes (whether or not that particular group of Employees has begun the selection process or not), he/she may make a selection only after that entire block of Employees has finished.
- 35:05:05:04 If an Employee arrives after their scheduled block of Employees has selected their routes, he/she may select only after the group that is present, on time and available (whether or not the group that is present has begun the selection or not), the late individual may make a selection only after that entire group has finished.

- 35:05:05:05 When finished with the route selection process, drivers electing to have a permanent mid-day run shall move to a designated area and by seniority follow the same process for selecting a permanent mid-day run as described above.
- 35:05:05:06 An Employee who has arrived will not have his/her seniority standing affected with regards to placement on the field trip board, mid-day sub board or the weekend field trip board, he/she will however have the same rule (late) applied with regards to making a selection for a permanent mid-day run, if said Employee is in such a position of seniority to be able to make such a selection.
- 35:05:05:07 Drivers will have the option only at bid time to make the following designation(s); select a run/route, choose an available mid-day run, select to “take a mid-day run should one become available,” be placed on the mid-day sub board and/or be placed on the field trip board.
- 35:05:05:08 New routes, that is, routes which are established or have become permanently vacant after the initial route assignment period at the beginning of the school year, will be posted for five (5) working days plus one (1) day for seniority bid.
- 35:05:06 Route Adjustments
- 35:05:06:01 Adjustments will be made during the first four (4) weeks of the school year to arrive at regular route times.
- 35:05:06:02 Routes that are selected at the beginning of the year (on route selection/bid day) will remain that driver’s route. The following conditions will apply:
- a. Any adjustments made to any route, after four (4) weeks, will be done with the efficiency of the department as the first consideration. When efficiency permits, driver seniority will be considered. For the purpose of route adjustments every attempt will be made to first look at special education route drivers for adjustments to special education runs, and likewise to look first at general education route drivers for adjustments to general education runs. For example, a driver with two (2) runs (either a first and second, or a second and third combination) who holds the most seniority, will receive that addition without losing the “finished” route. (A now combined package of three (3) routes/runs.)
 - b. Where this would be an impossibility, due to geographic, time constraints, school locations, or a situation where students could not be transported to and from school in a timely fashion, the addition would then go to the next Employee with the most seniority to be available with the needed time slot open in their current route, for such an addition.

- c. There will be no posting of the “finished” run.
- d. Every effort will be made by Management to make the addition available to the first available driver (one with an open time slot) with the most seniority. This does not mean the shifting around of a route that already contains three (3) runs in it to see if the available addition could be added to that route.
- e. This will eliminate the ongoing problem of creating a “second bump/bid day” when he/she selected a particular route at the beginning of the school year, by following the required procedure.

35:05:07 Field Trips

- 35:05:07:01 Bus drivers wishing to be included in consideration for field trips shall sign up at the beginning of the school year. Drivers signing up will be listed in order of seniority and on a rotation basis. Field trips will be assigned to those on the list in order of seniority and on a rotating basis.
- 35:05:07:02 Field trips will be posted three (3) working days in advance. Saturday trips will be posted on Wednesday. Sunday trips will be posted immediately after Saturday trips are signed. Monday trips will be posted after Friday trips are signed. Tuesday trips will be posted immediately after Monday trips are signed.
- 35:05:07:03 Employees absent on the day field trips are posted will have an "absent" marked on the assignment sheet.
- 35:05:07:04 Drivers accepting the field trip must initial the trip board and a trip indicating their acceptance between 7:00 a.m. until Employee p.m. punch-in time the day the field trip is posted, indicating their acceptance. If a trip is posted after the p.m. punch-in time, a driver must sign by the end of his/her workday or it shall be a pass.
- 35:05:07:05 Drivers are to notify the Director, or transportation office staff if the Director is not available, as early as possible if they do not intend to accept the field trip.
- 35:05:07:06 A driver refusing an assignment for a field trip shall lose his/her turn until his/her name comes up again on the rotation schedule.
- 35:05:07:07 Four (4) consecutive passes in a row and the driver's name will be dropped from the field trip list.
- 35:05:07:08 Absences shall not be utilized in the computation of four (4) consecutive passes. (Absences do not stop passes.) An exception will be made for approved absences and union business which will not be considered a pass; they will constitute an absence.

- 35:05:07:09 If a cancelled field trip causes a driver to be posted for two (2) overlapping trips on the same day, that driver will be allowed the next available trip also.
- 35:05:07:10 Should a trip be cancelled before trip start time, the driver affected shall become eligible for the next available trip not already assigned. (Cancellations do not stop passes.) Definition of trip start time is one half hour before scheduled trip departure time. If a driver's trip is cancelled after the trip start time, driver will have the option to receive trip guarantee (See Article 35:05:10:06) or, if available, cover regular run and take next available trip.
- 35:05:07:11 Drivers that take a field trip must work either an a.m. or a p.m. run on the day of the field trip.
- 35:05:07:12 Drivers can take a school pass if the trip happens to fall on a school date. Drivers will lose their turn on the trip board until their next turn in rotation.
- 35:05:07:13 On continuous trips no prep time will be paid.
- 35:05:07:14 Bus drivers required to take overnight trips:
- a. Shall be paid time worked. This would include prep time for second day and then be treated as a regular field trip.
 - b. Reasonable reimbursement for meals and lodging (where group is staying) will be made.
- 35:05:07:15 Summer trip board will be treated the same as the noon run board. When trip is known, drivers will be called a minimum of three (3) days in advance by 7:30 a.m. for trip assignments. The Driver has fifteen (15) minutes to respond. Summer work employees shall be included in the trip assignment rotation.
- 35:05:07:16 Each bus on an out-of-district field trip shall be accompanied by a responsible adult.
- 35:05:07:17 Transportation of twenty (20) or more individuals/persons/people going on a field trip from any school will be done by bus drivers from Romeo Community Schools Transportation Department, with the exception of out-of-state field trips which the District shall have the option to utilize an outside transportation service for those trips.
- a. When possible, all field trips shall be scheduled at least three weeks prior to the event.
 - b. When the transportation department resources have been exhausted, meaning there are no bus drivers or buses available to meet our operational commitments, groups may seek alternative transportation option.

35:05:07:18 Transportation of thirty (30) or more people going for an athletic event from any school will be done by bus drivers from Romeo Community Schools' Transportation Department.

35:05:07:19 Drop and return field trips will be paid actual driving time rate of pay.

There will be no limit on the number of drop and return field trips.

35:05:07:20 Field trip boards will remain separated, with Monday through Friday trips on the one board (weekly/regular board) and Saturday and Sunday along with holiday trips on the other. Driver must be on the weekly/regular trip board to be on the weekend/holiday board. Four (4) consecutive passes on the weekly/regular field trip board and driver will be removed from the board. This will automatically remove driver from the weekend field trip board. Weekend field trip board passes do not count against the weekly/regular field trip board.

35:05:08 Vacancies

35:05:08:01 Bus Driver Temporary Positions -- Drivers may only hold one (1) temporary position and one (1) regular run. Drivers may bid on a second temporary position, and, if awarded, the driver must give up rights to the first temporary position, finish the second temporary, and return to original status before utilizing bidding rights again. The first temporary position will then be given to the next senior person who bids on that position.

35:05:08:02 A transportation Employee who bids for a newly created posted run shall have a five (5) working day period to notify the Employer he/she may wish to revert back to the transportation run he/she had prior to moving to the newly created posted run. This notice must be submitted in writing to the Director of Transportation by the end of the fifth (5th) working day. The vacated run will not be posted for five (5) working days to allow for the possibility of reverting back to the vacated run. After five (5) working days, the vacated run will be posted for bid for one (1) day by p.m. punch-in.

35:05:08:03 In the event of a bus driver vacancy resulting from sick leave, vacation or leave of absence, where the replacement driver will be able to substitute for five (5) days or more, the following procedure will apply:

- a. Vacancies without prior notice will be posted immediately. Drivers wishing to bid on the vacancy shall submit a written bid to the Director of Transportation by afternoon punch-in time on the second (2nd) day of posting. The most senior driver bidding shall assume the vacant position on the morning of the third (3rd) day.

With regards to "temporary mid-day runs," vacancies as described below, the following will apply: Drivers who obtain a temporary mid-day run through the

bidding process, will have said run remain with that driver throughout the duration of the vacancy.

Should a vacancy of less than forty-five (45) working days include a mid-day run, the mid-day run shall stay with the “total run” and be posted as a “whole” run. There will be no separation of the mid-day run from the a.m. /p.m. portion of the run.

- b. Vacancies with advance notice shall be posted immediately. Drivers wishing to bid on the vacancy shall submit a written bid to the Director of Transportation by afternoon punch-in time on the second (2nd) day of posting. The most senior driver bidding shall assume the vacant position on the first (1st) day of vacancy.

Should a long-term vacancy occur, more than forty-five (45) working days, and the run includes a mid-day run, the mid-day run shall be separated from the run and shall be posted. Only those Employees who are eligible to bid on the posting may do so.

The definition of eligibility is as follows: Those drivers who so designated on route selection day to “take a mid-day run, should one become available.”

When the original driver returns before the end of the school year, he/she will return to the mid-day run.

35:05:08:04 Upon the return of the absent driver, all Employees involved will return to their former positions.

35:05:08:05 Persons in these positions for more than thirty (30) calendar days would receive benefits according to the section on insurance.

35:05:09 Mid-Day Runs

35:05:09:01 When an Employee is unable to drive his/her assigned mid-day run, he/she must notify the Director of Transportation no later than the a.m. punch-in time of that day. The mid-day run will then be filled by regular bus drivers who wish to be included in consideration for mid-day runs and have signed up for such a run at the beginning of the school year based on seniority and rotation.

35:05:09:02 Drivers refusing an assignment for mid-day runs shall lose their turn until their names again come on the rotation schedule. Six (6) consecutive passes in a row and the driver's name will be dropped from the mid-day board. (Absences do not stop passes).

- a. However, if a driver leaves the premises and the Director is unable to contact him/her, said driver will receive an absence, and the Director will then continue down the sub list.

35:05:09:03 When a mid-day run is newly created/established, all drivers have bidding rights. When a driver who currently holds a mid-day run, bids on a newly created/established mid-day run(s) and receives it through the bidding process, the remaining mid-day run (one left over from senior driver's original route) will be offered to the senior driver next in line, who made the designation on the route selection day to "take the next available mid-day run, should one become available." If said driver does not accept the mid-day run, that driver loses all rights to have a mid-day run for the remainder of the school year. This reference is to permanent vacancies.

35:05:09:04 Drivers refusing an assignment for mid-day runs shall lose their turn until their names again come on the rotation schedule. Six (6) consecutive passes in a row and the driver's name will be dropped from the mid-day trip list. Absences shall not constitute a pass on a previous assignment. However, if a driver leaves the premises and the Director is unable to contact him/her, said driver will receive an absence. The absence will count as a turn and will not stop passes. The Director will then continue down the sub list. Outside employment does not count as an absence; refusing an assignment due to outside employment is a pass.

35:05:10 General and Compensation -- Transportation

35:05:10:01 All Employees of the bus garage will use the time clock available. A list of the starting time (punch-in time) for all bus drivers will be posted on the bulletin board.

35:05:10:02 All bargaining unit drivers will be used first before the substitute drivers are used.

Special circumstances, i.e., late field trips, call-ins, or unanticipated illness which would make a three run available will result in permitting Union personnel to move if they so choose.

35:05:10:03 All regular education drivers will be guaranteed a minimum of a two (2) hours a.m. and two (2) hour p.m. schedule. The Employee is to remain available for work assignment if the shift is less than two (2) hours. Special education drivers will be guaranteed a minimum of five (5) hours. When a special education school is on half-day sessions, special education drivers will be paid for all clock hours worked on that day.

35:05:10:04 Transportation Employees will be paid at their regular rate of pay while attending drivers' school, or on road tests, which will include travel time and any time lost.

- 35:05:10:05 A maximum of three (3) transportation Union stewards shall be paid two (2) hours for time worked on organizing routes on route selection day.
- 35:05:10:06 Bus drivers required to take field trips 20 miles or less will be granted a minimum of two (2) hours pay. Bus drivers required to take field trips over 20 miles will be granted a minimum of four (4) hours pay. Mileage will be measured from the bus garage.
- Actual driving time will include pre-trip(s) and begin from the point of departure to event, (both on a “stay with trip” and a “drop and return trip”), time instructed to return to event, and/or when actual event ends.
- Overtime will include all hours worked in excess of eight (8) hours per day for all employees.
- 35:05:10:07 Bus drivers required to return to work after leaving the premises, upon request of their supervisor, will be paid a minimum of two (2) hours.
- 35:05:10:08 Bus drivers will be allowed to have two (2) hours work time for roster preparation.
- 35:05:10:09 The Employer agrees to pay for the cost of the CDL licenses for all Employees in the bargaining unit who are required to have them. Payment for the CDL license will be made at the time the license is secured. However, in the event the Employee terminates employment prior to the completion of those years already paid for, corresponding adjustment will be made in the last paycheck to reimburse the Employer for the advanced payment.
- 35:05:10:10 The Employer will pay for the physical examination required for Employees driving school buses. Such examination will be by a physician or physicians designated by the Employer. However, Employees wishing to have a more thorough examination by their own physician or the physician designated by the Employer will be allowed up to the amount charged by the designated physician. The first such examination prior to the beginning of employment will be at the Employee's expense.
- 35:05:10:11 The Employer will pay up to \$50.00 toward the physical examination required by law to drive a school bus. Receipts and/or bills must be submitted to the district. The school district will reimburse the Employee or pay the doctor.
- 35:05:10:12 When a bus driver averages five (5) hours or more for a thirty (30) calendar day period (or more), the driver shall receive holiday pay, sick pay and vacation pay for the number of hours worked.
- 35:06 Mechanics

- 35:06:01 Lost, stolen and damaged tools needed to work on the school's vehicles will be replaced by the school district, provided an inventory of tools is recorded, kept current by the Employee, filed in the Director of Transportation's office, and if the occurrence is reported to and certification is made by the Director of Transportation.
- 35:06:02 Mechanics will only be used to drive school buses in an emergency situation after all available drivers, call-in sub drivers, and qualified office staff has been utilized.
- 35:06:03 The bus mechanics' hours will be established by the Director of Transportation and the full-time bus mechanics shall be entitled to one, half hour (1/2) unpaid lunch period and two (2) fifteen (15) minute breaks.
- 35:06:04 In the absence of the senior mechanic of one (1) day to thirty (30) working days, said position will be offered by seniority in the mechanics' classification. If no mechanic accepts, the position will be filled by the highest seniority mechanic.

ARTICLE 36 – FOOD SERVICE DIVISION EMPLOYEES

36:01 General

- 36:01:01 The Food Service Division has two (2) classifications: (1) cook and (2) cashier. In the cook classification are included the sub classifications of: Senior High Head Cook, Senior High Cook Coordinator, Senior High Cook, Senior High Assistant Cook, Middle School Cook, Middle School Assistant Cook, and Elementary Cook.
- 36:01:02 Food Service working hours shall be established and assigned by seniority in classification by the Food Service Director in accordance with the building schedule and cafeteria needs at the beginning of the school year.
- 36:01:03 All Food Service extra hours during the regular lunch program shall be assigned by seniority in job classification in each kitchen.
- 36:01:04 When a school is not serving lunches and regular seniority Employees are not working, they shall be called by job classification in to work before any substitutes are called. In the event of a change in schedule, the employer will notify the affected employee(s) no less than three (3) working days prior to the cancellation. Failure to notify the employee(s) will result in the employee(s) being allowed to work their regular schedule and to be assigned work within their job classification.
- 36:01:05 A cook will be assigned to work at special events whenever mechanized equipment in the kitchen is used. Examples of this type of equipment are stoves, ovens, steam kettles, mixers, cutters, fryers, and dish machines.
- 36:01:06 Major appliances will be repaired as soon as possible.

36:01:07 The Food Service Director will schedule the cook's classification personnel to work extra hours a minimum of one (1) time each semester in their assigned kitchen for the purpose of cleaning those facilities when such cleaning cannot be done during their regular shifts. The Food Service Director and Cook(s) will mutually agree on the schedule.

36:01:08 Each kitchen shall be equipped with a portable fan.

36:01:09 Food Service Employees will be allowed breaks and lunchtime according to their scheduled consecutive hours.

4.0 hours - 5.9 hours = one (1) 15 minute break

6.0 hours - 7.9 hours = one (1) 15 minute break and

one (1) 30 minute lunch*

8.0 hours = two (2) 15 minute breaks and

one (1) 30 minute lunch*

The 30 minute lunch break is unpaid time. *

36:01:10 Management will assign the hours for the breakfast program to the classifications of cook and cashier. These hours will be assigned to Employees within each building already working the lunch program. Seniority will be utilized provided shift times are compatible and no overtime hours will result.

36:02 Absences

36:02:01 Any absences resulting in greater hours shall first be filled by moving all other seniority Employees in that job classification up to fill that position or any subsequent position in that kitchen. If no one in that job classification accepts the hours, other regular seniority employees in the food service area in that building who are trained and qualified shall be called before substitutes.

36:02:02 In the event a Food Service Employee is absent due to sickness, vacation, or personal reasons, substitutes will be called. In a school where only two (2) cooks are assigned, the cook who is not absent can be assigned additional hours of the absent cook's schedule before the substitute cook is assigned hours of work.

36:03 Food Service Compensation

36:03:01 When a Food Service Employee is assigned to work in a higher sub classification for more than three (3) hours, the Employee shall receive the rate of pay for the higher classification. When the Employee works in a lower classification, the Employee shall receive his/her regular rate of pay.

36:03:02 All hours of work performed in the cafeteria for special events, which are not part of the regular approved Board of Education lunchroom program, will be paid at a rate of time and one-half (1 ½) provided that the time worked is paid for through the payroll department. Overtime for special events will be assigned by job classification.

Exceptions to this provision are:

- a. Extra time assigned to cafeteria personnel for the Board approved lunchroom program.
- b. Extra time assigned for cleaning purposes.

These hours will be paid at the normal hourly rate unless they exceed over eight (8) hours in one day or forty (40) hours in any week.

36:03:03 Hours of work performed for special events shall be divided as equally as possible within the Division among all regular Employees. An updated list shall be posted and maintained at the high school. Whenever work is required for special events, the person with the least amount of special event hours will be called first and so on down the list in an attempt to equalize the hours. For purpose of this clause, hours of work for special events not worked because an Employee was absent or did not choose to work will be charged to the Employee. Employees will not be charged if they are not available due to a conflict with their normal work schedule. Special event hours will revert to zero (0) at the beginning of each school year.

36:03:04 All hours worked on Saturday will be compensated for at the rate of one and one-half (1 1/2) times the regular hourly rate. Any hours worked on Sunday will be compensated for at the rate of two times (double time) the regular hourly rate. Any hours worked on holidays shall be compensated at the rate of two times (double time) the regular hourly rate in addition to holiday pay.

36:03:05 Food Service Employees attending meetings at the request of the Employer, outside of their regular working hours, will be paid for at their regular rate.

36:03:06 The Employer will pay for the annual physical examination required for Food Service Employees. Such examination will be by a physician or physicians designated by the Employer. However, Employees wishing to have a more thorough examination by their own physician or the physicians designated by the Employer, will be allowed up to the amount charged by the designated physician. The first such examination prior to the beginning of employment shall be at the Employee's expense.

36:03:07 The Employer agrees to pay for any cost pertaining to certification that is required to fulfill the position.

ARTICLE 37 - UNIFORMS

- 37:01 Beginning with 2009-2010 school year and until otherwise agreed, the uniforms provided to employees as provided below shall be reduced by 25%.
- 37:01:01 Maintenance, Skilled Trades and Grounds/Warehouse Utility. The Board will furnish these groups with four (4) uniforms (four polo shirts, four pants) or four (4) coveralls per year. Two t-shirts will be provided to the employees which can be worn from Memorial Day to Labor Day. One jacket will be issued every two (2) years. One set of carhart design coveralls will be provided once every four years beginning with 2006.
- The Board will provide monkey faced gloves for the grounds/warehouse utility and maintenance Employees. The Employees will turn in old gloves to show need of obtaining new ones.
- 37:01:02 Mechanics will be furnished daily uniforms provided by a uniform service of management's choice. One jacket (two sets) will be provided and maintained by the uniform service. Insulated coveralls (two sets, preferably carhart design) will be provided by the uniform service. Two t-shirts will be provided to each mechanic every year. The following conditions will also prevail:
- 37:01:02:01 Mechanics will be ready to begin work, dressed in their uniforms, at the start of their shift.
- 37:01:02:02 Mechanics will use the parts room, or agreed upon place, for changing into their uniforms.
- 37:01:02:03 Mechanics will work until the end of their shift and then change clothes on their own time.
- 37:01:02:04 It is understood that no soiled service uniforms will be taken home.
- 37:01:02:05 Gloves will also be furnished.
- 37:01:03 Drivers. Beginning with the 2005-2006 school year and every third year beyond that management will purchase a new winter jacket and spring jacket for each driver. Additionally, new drivers will be provided with a winter and spring jacket. The jackets are to be kept clean and in good repair by the driver.
- 37:01:04 Food Services Department. At the beginning of each school year, all cook classification personnel will be paid \$125.00 toward uniforms, and will be provided with five (5) aprons in September 2006 and three (3) aprons each subsequent year. Cashiers will receive two (2) aprons each year.

ARTICLE 38 - INSURANCE

38:01 Eligibility: For purposes of determining eligibility for the insurance provisions of this section, it is understood that a full-time Employee is defined as someone who works ten (10) months per year for the Employer, at eight (8) hours per day, five (5) days per week, and is not a full-time Employee of any other organization. The Employee is responsible for completing the necessary insurance application forms. It shall further be the Employee's responsibility to report immediately to the Employer all changes in his/her current insurance status (example: divorce, birth, etc.).

38:02 MEDICAL: Hospitalization Insurance. Upon proper completion of the required hospitalization application form by the Employee, the Board of Education will provide a hospital-medical-surgical and major medical plan similar to the following:

Blue Care Network (BCN) HMO Plan BC10, with EHIM wrapped to BCN5

(cost of wrap to be paid by district)

This coverage includes EHIM Self-Funded \$10/\$20/\$40 RX (\$40 Copay-Designer and Non-Pref Drugs) prescription drug coverage. The Board of Education will bid this hospitalization plan to eligible carriers and will determine the successful carrier. This coverage shall include spouse and eligible dependents, but shall not include extra payment for sponsored dependents and family continuation riders. Additional benefits may be purchased, such as sponsored dependent and family continuation on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the Employee. Any Employee who elects not to carry hospitalization and who is not eligible for the stipend in lieu of health insurance may double his/her life insurance coverage instead of the hospitalization. It is understood that part-time Employees would be able to double only that amount of insurance that they are entitled to.

38:03 EMPLOYEE CONTRIBUTION TO PREMIUM: The parties agree to comply with PA 152 as long as it exists. If the law is removed, or rescinded, the parties agree to contributions as follows: All employees receiving District-paid medical insurance shall contribute to the cost of such premiums as follows: employees with single coverage shall pay \$35 a month; employees with double/couple coverage shall pay \$75 a month; and employees with full-family coverage shall pay \$100 a month. Such payments shall be in addition to contributions that are already made by less than full-time employees.

38:04 STIPEND IN LIEU OF HEALTH CARE: Health Care Opt-out provision, also known as cash-in-lieu of benefit provision, is available and is applied through the Internal Revenue Code ("IRC") section 125. The present IRC 125 Plan has been amended to allow for this option. An election for Opt-out must be supported by evidence an employee has health benefits available from another source. Employees must be employed in a permanent full time

position and eligible for coverage paid through the District. Eligible employees must elect to opt-out during the open enrollment periods. If an employee becomes full time after the open enrollment period, he/she will be eligible for Health Care or Opt-out the first day of the following month. The Opt-out payment, effective April 1, 2013, will be One Hundred (\$100.00) Dollars per month. Married employees of the District are not eligible for this provision.

Employees electing not to be covered by hospital-medical-surgical coverage and who are eligible for the health care opt-out provision may elect to have double the life insurance protection they are entitled to instead of hospitalization coverage. The Employee may request this in writing to the Executive Director of Employee Services.

38:05 LIFE INSURANCE: All eligible Employees in the bargaining unit, upon proper application, will be covered by life insurance on a group basis in the principal amount of \$30,000. The provisions of the group policy and the rules and regulations of the carrier shall govern as to commencement and duration of benefits and all other aspects of the coverage. The \$30,000 amount of the policy shall continue for the life of this Agreement, including all vacation and regular summer periods as long as the individual remains an Employee of the Board of Education.

38:06 VISION INSURANCE: Upon proper completion of the required vision insurance application form by the Employee, the Board will provide vision insurance for each full-time Employee and family as follows:

SPECS:

1. Examination 80% of reasonable and customary
2. Single Vision Lenses 80% of reasonable and customary
3. Bifocal Lenses 80% of reasonable and customary
4. Trifocal Lenses 80% of reasonable and customary
5. Lenticular Lenses 80% of reasonable and customary
6. Frames 80% of reasonable and customary
7. Contact Lenses - \$32.00 per lens, 80% of customary and reasonable charges is paid if acuity of the patient is not correctable to 20/70 in the better eye with conventional lenses, but can be corrected to 20/70 or better by the use of contact lenses.

38:07

DENTAL PLAN: Upon proper completion of the required dental insurance application form by the Employee, the Board of Education will provide a dental insurance plan for all full-time Employees and all part-time Employees, and will cover the cost of the premium on a true prorata basis.

The dental plan will provide a \$1,000.00 per person, per contract year, maximum, with an orthodontic rider of \$1,000.00 lifetime maximum per family member. Orthodontia benefits are paid at 80% of the reasonable and customary charges. The dental plan will be similar to the following:

70% of the reasonable and customary charges of a dentist for preventative and emergency expenses:

1. Routine oral examinations and cleaning (prophylaxis) but not more than once each in any period of six (6) consecutive months.
2. Topical application of fluoride.
3. Space maintainers replacing permanently lost teeth for dependent children under 19 years of age.
4. Emergency palliative treatment.

60% of the reasonable and customary charges of a dentist for the following "general" dentist expenses:

1. Dental X-rays.
2. Extractions (except those performed in connection with orthodontic treatment).
3. Oral surgery (except when performed in connection with orthodontic treatment).
4. Fillings (amalgam, silicate, acrylic, synthetic, porcelain, and composite filling restoration).
5. General anesthetics (when medically necessary and administered in connection with oral or dental surgery).
6. Treatment of periodontal and other diseases of the gums and tissues of the mouth.
7. Endodontic treatment (including root canal therapy).
8. Injection of antibiotic drugs (by the attending dentist).

Repair or recementing crowns, inlays, onlays, bridgework, or dentures, or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture (no more than one (1) relining or rebasing in any period of thirty-six (36) consecutive months).

10. Inlays, onlays, gold fillings, or crown restoration (only when the tooth cannot be restored with an amalgam, silicate, acrylic, synthetic, porcelain or composite filling restoration).

38:07:01 The above "general" dental expenses will be subject to a \$25.00 per person, per calendar year deductible, \$50.00 family deductible per calendar year.

38:08 DONATION OF SICK DAYS: Employees shall be allowed to donate a maximum of five (5) days each fiscal year, on an individual basis, to another employee (who has exhausted their sick leave) from their personal bank of days. After the tenth (10) consecutive day of absence due to illness or accident, the Employee may receive sick leave from another employee's personal bank. Such a request must be put in writing to Executive Director of Employee Services or designee.

38:09 DISABILITY INSURANCE: Upon proper completion of the required disability insurance form by the Employee and a finding of disability as determined by the insurance carrier, the Board shall provide long-term disability coverage for all employees beginning on the ninety-first (91st) consecutive calendar day of illness/disability at the rate of sixty-six and two-thirds percent (66 2/3%) of the insured person's daily salary for the period of disability. The monthly salary shall not exceed a monthly maximum benefit of \$2,500.00.

38:10 INSURANCE PREMIUMS LTD: The district will continue the payment of premiums on hospitalization insurance for someone on long-term disability for a period of ninety (90) days. After ninety (90) days, the employee will be offered COBRA for hospitalization insurance. The employee will be offered COBRA for dental, vision and life insurance at the time the employee goes on LTD.

ARTICLE 39: MISCELLANEOUS

39:01 All accidents or injuries of any nature, regardless of seriousness, shall be reported at once to the Director. Employees shall furnish all information necessary to complete required accident report.

39:02 The Board will provide the Tine (skin test) for all Employees in the bargaining unit, fully paid for by the Board of Education. Any Employee who is allergic to the skin test will be allowed \$30.00 toward their X-ray cost from their individual physician when the bill is presented to the Employee Services Office.

- 39:03 Compensation schedules are shown in Appendix I.
- 39:04 Health insurance premiums will be deducted on a pretax basis equally over the employee's work year. Adjustments will be made upon work hour changes and termination of benefits.
- 39:05 Union Release time will be twenty (20) days paid per contract year for each year of this Agreement. All Union Release time shall be signed for by the Union President and a copy shall be given to the Union President.
- 39:06 Employees will be paid mileage at the current Board approved rate for all approved work related travel using their own vehicle.
- 39:07 ASBESTOS: The school district will operate well within the guidelines of the law regarding asbestos. The school district will provide training at Employer expense to any and all Employees involved and will utilize safety equipment that is well within the guidelines regarding asbestos (AHERA and OSHA).
- 39:07:01 Properly trained Employees will work only on small scale clean up, repair operations and emergency responses in accordance with their certifications.
- 39:08 DRIVING RECORD: No person shall be permitted to operate a Romeo Community School District school vehicle if that person's driving record has placed the school district into a high-risk pool.
- The Board will provide evidence that the insurance rates have increased significantly due to said person.
- The person will be allowed to bid on other open positions using his/her seniority. If a position is attained, seniority will be earned in the classification he/she is working in. If a position is not attained, he/she will have the right to seek unemployment benefits without the Board of Education challenging his/her claim. The person shall be excluded from the leave requirement, Article 20. (i.e. shall be allowed to seek other employment while on leave status)
- Seniority will be frozen from the day the Employee was unable to work.
- As soon as the person's liability is exhausted, he/she will be allowed to return to his/her position under Article 20.

ARTICLE 40 - HEALTH CARE COMMITTEE

- 40:01 The parties agree to establish a health care committee consisting of three (3) union members selected by the Local Union President and three (3) members of administration.

The committee will meet at the request of either party. If additional meetings are necessary both parties will mutually agree on the meeting schedule. The purpose of this committee will be to evaluate the cost of health care and explore other carriers or options within the existing carriers in an effort to reduce the overall cost of health care.

ARTICLE 41: WAIVER

41:01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 42 - CONSOLIDATION

42:01 To the extent permitted by law, in the event the District is merged or consolidated with another school district or other public entity, this Agreement shall be binding upon the merged or consolidated public employer.

ARTICLE 43: DURATION OF AGREEMENT

43:01 This Agreement shall be effective as of December 13, 2016, and shall continue in full force and effect until August 31, 2019. Sixty (60) days prior to August 31, 2019, either party may give written notice to the other of its desire to negotiate a new Agreement for the following year, and meetings for that purpose shall begin after delivery of such written notification, provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Employer to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Union.

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

TECHNICAL, PROESIONAL AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN, T.P.O.A.M.

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

By: _____
Thomas Scherer, Business Agent

By: _____
President

By: _____
Secretary

Date: _____

Date: _____

TECHNICAL, PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN, T.P.O.A.M.

By: _____
Diane Rang, Local President

By: _____
Benjamin Arndt, Committee Member

By: _____
Michele Alexander, Committee Member

By: _____
Linda, Altese, Committee Member

By: _____
Kelly Grzegorzewski, Committee Member

APPENDIX I SALARY SCHEDULE

APPENDIX II

MECHANIC CERTIFICATION PROGRAM

Effective January 1, 1981, all motor vehicle mechanics must be certified in the repair category in which they repair or service motor vehicles. Although governmental agencies are currently exempt from these State regulations, the Board of Education's concern for student safety necessitates our voluntary compliance with a Bus Mechanic Certification Program.

In addition to the Michigan State certification program, the Automotive Service Excellence has developed a program of certification for mechanics. In fact, it is our understanding that the ASE Program was used as the model by the State of Michigan in development of their program and is considered by many to be more meritorious and comprehensive in content. ASE is a nonprofit corporation organized to encourage the highest standard of automotive service in the public interest. Both ASE and the State plan to offer tests and certificates in eight areas of automotive and six areas of heavy-duty truck (school bus) repair that are of particular interest to the Romeo Community Schools. A mechanic must pass the prescribed test covering the various categories of auto and truck repair and have at least two years of hands-on work experience to qualify for certification under each program. The certificates issued by ASE are valid for either five or five and one-half years depending on the series of examinations completed by the mechanic. To renew a certificate, a school bus mechanic is required to pass a recertification examination.

Our most recent experience with the Michiana State Police Vehicle Inspection Program indicates that an upgrading of the skill level in diagnostic and repair methods of our school bus mechanics is desirable.

The program agreed to, and which is to be implemented for Romeo bus mechanics, is one that utilizes both the State and ASE certification plans. The Romeo plan is outlined as follows:

Certification

A. General principles of the Romeo School Bus Mechanic Certification

Program.

1. The certification program is an attempt to encourage the school bus mechanics of the Romeo Schools to achieve certification in the ASE Certification Program.
2. An Employee holding certificates in the same area from both the State of Michigan and ASE shall receive the higher wage adjustment, but not both.
3. The maximum wage adjustment an Employee may receive under this Certification is \$3.00 (18 ASE Certificates at \$.25 each/per hour).
4. The wage adjustment shall be rescinded for any and all certificates that expire or shall become invalid for any reason.

5. Failure for any Employees to inform the administration that the certificate has expired or become invalid, shall subject them to immediate disciplinary action.

B. Phase I - Michigan State Certificates

1. Certificates issued by the Michigan Department of State Bureau of Automotive Regulation - Mechanic Certification Division, Lansing, Michigan in the following areas are applicable to the Romeo Certification Program.

AUTOMOBILE

- a. Front End & Steering Systems
- b. Automatic Transmissions
- c. Manual Transmissions & Front & Rear Axle

HEAVY DUTY TRUCK (School Bus)

- d. Engine Repair - Gasoline
- e. Drive Trains
- f. Suspension & Steering
- g. Electrical Systems
- h. Brakes & Braking Systems
- i. Diesel

2. The Head Mechanics, Mechanic Leader and Mechanic who possesses a certificate and has properly filed it with the Transportation Center is eligible for a \$.15 per hour wage adjustment for each certificate the Employee achieves in the areas outlined in paragraph B.1.
3. A Mechanic Helper who possesses the appropriate State of Michigan certificates shall receive a wage adjustment of \$. 15 per hour per certificate.

C. Phase II - ASE Certificates

1. Certificate issued by the Automotive Service Excellence in the following areas is applicable to the Romeo Certification Program.

SCHOOL BUS CERTIFICATIONS

- S1 Body systems and special equipment

- S2 Diesel Engines
- S3 Drive train
- S4 Brakes
- S5 Suspension and steering
- S6 Electrical/Electronic Systems

MEDIUM/HEAVY TRUCK

- T1 Gasoline Engines
- T2 Diesel engines
- T3 Drive train
- T4 Brakes
- T5 Suspension and steering
- T6 Electrical/Electronic systems
- T8 Preventative Maintenance Inspection

AUTOMOBILE

- A1 Engine repair
- A2 Automatic Trans and Transaxle
- A3 Manual drive trans.
- A4 Suspension and steering
- A5 Brakes
- A6 Electrical/Electronic systems
- A8 Engine Performance

TRUCK EQUIPMENT

- E1 Truck Equipment Installation and Repair
- E2 Electrical/Electronic systems
- E3 Auxiliary Power systems repair

COLLISION REPAIR AND REFINISHING

B2	Painting and Refinishing
B3	Non-Structural Damage Repair
B4	Structural Damage Repair
B5	Mechanical/Electrical Components
B6	Damage Analysis and Estimating

2. The Head Mechanic, Mechanic Leader or Mechanic who possesses certificates and has properly filed them with the Transportation Center is eligible for a \$.25 per hour wage adjustment for each certificate the Employee achieves in the areas outlined in paragraph C. 1.
3. A Mechanic Helper who possesses certification and has properly filed with the Transportation Center is eligible for a \$.15 per hour wage adjustment for each certificate the Employee achieves in the areas outlined in paragraph C. 1.

D. Wage Adjustment Dates

Wage adjustments will begin the first day of the pay period following the receipt of the certification by the Supervisor.

APPENDIX III
EVALUATION INSTRUMENT

ROMEO COMMUNITY SCHOOLS

Name _____ Location _____

Position _____ Date _____

EMPLOYEE PERFORMANCE APPRAISAL

for

Maintenance Division

Transportation Division

Food Service Division

- A. Performance appraisal dictates an opinion on how well the individual performs the requirements of his/her job. Evaluations should be based on observations. Consideration should be given to day-to-day and overall performance since the last appraisal.
- B. A description of the column headings P, F, S, G and O follows:
 - P - Poor: Fails to meet position requirements or meets them only in part. Definitely below acceptable standards.
 - F - Fair: In general, meets minimum requirements of the job.
 - S - Satisfactory: Meets practically all position requirements.
 - G - Good: Meets all job requirements and, in many instances, exceeds them.
 - O - Outstanding: In general exceeds position requirements. Operates at sustained top performance.
- C. The evaluator should leave blank those items that are not applicable or unobserved.
- D. Comments are essential to an appraisal. Comments should be used to explain ratings, when necessary; and to make specific suggestions for improvements and/or development.

- E. The intent of this evaluation form is to assist employees in their professional growth, which results in more competent, well-prepared individuals capable and desirous of improving their work skills and performances.
- F. The large boxes at the left hand side of the form indicate an overall rating. The numbered items indicate specific components that relate to the category.
- G. Upon completion of this report, forward it in a sealed envelope to the Human Resources Department, with a copy given to the person evaluated.

KNOWLEDGE OF WORK

P F S G O

The understanding of basic fundamentals, methods and procedures of his/her job.	1.	Knows details of operations.	_____
	2.	Knows equipment and materials.	_____
P F S G O _____	3.	Knows why things are done.	_____
COMMENTS:	4.	Learns work quickly.	_____

QUANTITY OF WORK

P F S G O

Volume of acceptable work compared to what might reasonably be expected.	1.	Overall volume of work.	_____
	2.	Consistency of production.	_____
	3.	Efforts to improve output.	_____

P F S G O

COMMENTS:

QUALITY OF WORK

P F S G O

Grade of acceptable work compared to what might reasonably be expected.

- 1. Accuracy of work. _____
- 2. Thoroughness of work. _____
- 3. Neatness of work. _____
- 4. Reliability of work. _____

P F S G O

COMMENTS:

ADAPTABILITY

P F S G O

Quickness to learn new duties and adjust to new situations encountered on his/her job.

- 1. Adjusts to new situations. _____
- 2. Quick to learn new duties. _____
- 3. Follows organization policy. _____

P F S G O

COMMENTS:

ATTITUDE

P F S G O

The interest, enthusiasm and attitude shown toward his/her work, the organization, and fellow workers.

- 1. Takes pride in work. _____
- 2. Demonstrates self-control. _____
- 3. Friendly and tactful. _____
- 4. Has sense of duty to the organization. _____

P F S G O

COMMENTS:

JUDGMENT

P F S G O

Ability to decide correct
course of action when some
choice can be made.

1. Gives proper attention to details.
2. Reasoning is consistent
3. Takes proper amount of time to consider facts and their application.

P F S G O

COMMENTS:

INITIATIVE

P F S G O

Ability to perform assigned
jobs in a self-confident,
eager manner, without
detailed direction.

1. Strives to improve performance.
2. Tackles difficult things.
3. Sees things to be done.
4. Inquisitive.

P F S G O

COMMENTS:

RESPONSIBILITY

P F S G O

Willingness to assume and carry out assigned jobs and to be accountable for results and actions.

- 1. Is personally accountable for actions.
- 2. Fully completes assignments.
- 3. Accepts constructive criticism.

P F S G O

COMMENTS:

COOPERATION

P F S G O

The willingness and ability to work effectively with others to achieve common goals.

- 1. Helps fellow workers.
- 2. Keeps supervision well informed.
- 3. Tries to be a constructive member of the group.

P F S G O

COMMENTS:

OTHER REMARKS

How long have you supervised this employee? _____

_____	_____	_____	_____
Supervisor's Signature*	Date	Employee's Signature*	Date

*Signature confirms only that each party has participated in the evaluation. It does not affirm that all parts of the report are agreeable to both or either party. A written response may be submitted by the evaluated employee and will become a permanent part of this record.

Check here if such a response is attached _____.

Copy to evaluated employee and personnel file. 10/91

