

**MASTER AGREEMENT**  
**BETWEEN THE**  
**ROCHESTER COMMUNITY SCHOOLS**  
**BOARD OF EDUCATION**  
**AND THE**  
**ROCHESTER SUPPORT PERSONNEL**  
**ASSOCIATION, MEA/NEA**

**2009/10**  
**2010/11**  
**2011/12**

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## **PREAMBLE**

This Agreement entered into this, 24<sup>th</sup> day of April, 2011 between the Rochester Board of Education, hereinafter known as the "Board", and the Rochester Support Personnel Association, affiliated with the Michigan Education Association, hereinafter known as the "Association".

## **PURPOSE AND INTENT**

It is the general purpose of this Agreement to promote the mutual interests of the Board and the Association and to provide for the operation of Board's business under methods which will further the safety of the members, economy and efficiency, and avoidance of interruption of services. The Parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes. It is agreed by all Parties that providing a high quality education for the children of the Rochester Community Schools is the paramount aim of this District. The Board, administrative staff, and the Association members have definite responsibilities in providing such services and education. The Board under law has the responsibility for establishing the policies of the District; the administrative staff has the responsibility for carrying out the policies established.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED AS FOLLOWS:

## **ARTICLE 1 - RECOGNITION**

- 1.01 Pursuant to and in accordance with all applicable provisions of Public Employment Relations Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Association as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of the agreement of those members of the Board in the Bargaining Unit herein described. The Bargaining Unit includes all full-time and regular part-time secretarial/clerical personnel excluding but not limited to: secretaries to the superintendent, assistant superintendents, Executive Director of Human Resources, and also accountant, purchasing agent, and certified and professional employees, temporary employees, substitute secretaries, teacher aides, as well as any other non-certified and certified personnel not herein named.
- 1.02 If at any future date a new position is created, the Board will place said position in the proper classification after it has negotiated such placement and rate of pay with the Association.
- 1.03 The term "member" when used herein will refer to members included in the unit for bargaining as set forth in the paragraph above and references to male members will include female members. The term "Board" when used herein will refer to the Rochester Board of Education. When singular is used it will include plural. When plural is used it will include singular.

- 1.04 The term "Designee" or "Board" when used herein will refer to Central Office Administrators, principals, assistant principals, directors, supervisory or any other administrative personnel who may be authorized by the superintendent or the Rochester Board of Education.
- 1.05 The Board agrees not to negotiate with any secretaries' organization other than the Association for the duration of this Agreement.

## **ARTICLE 2 - ASSOCIATION SECURITY**

To the extent that the laws of the State of Michigan permit, it is agreed that:

- 2.01 Each employee who, on the effective date of this Agreement, is a member of the Association and has authorized dues deductions will do so with the understanding that the deductions will continue for the length of the Agreement.
- 2.02 Present members, members hired, re-hired, reinstated, or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement will be required, as a condition of continued employment, to become members of the Association or pay a service fee (not including initiation fees, reinstatement fees, assessment, fines, penalties, etc.) up to but not to exceed the amount equal to the monthly dues on or before the 30th working day after the beginning of their employment in the unit or before the 10th working day following the 30th work day following the effective date of this Agreement. The Human Resources Department will provide the names of new employees with their appropriate information to the Association.
- 2.03 During the term of this Agreement, any member in the Bargaining Unit who is not an Association member and does not make application for membership will, as a condition of employment, on or before the 30th working day after their probationary period, pay to the Association a service charge (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.) up to but not to exceed the amount equal to the monthly dues as a service fee. Employees who fail to comply with this requirement will be subject to discharge by the Board.
- 2.04 In the event a regular, full-time, or part-time member does not join the Association either directly or through a voluntary deduction authorization or service charge as indicated above, such member will be terminated, provided the Association has complied with the following:
  - A. Fulfillment of the requirements of Section 2.07 of this Article.
  - B. Fulfillment of its fiduciary obligations by sending written notice to the member that she/he has an obligation to tender dues or service fee (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.), the reasonable date for

such obligation, the amount of such tender, and to whom tender is to be made. A copy of such notice must be sent to the Board.

- C. Fulfillment of its responsibilities by sending written notice to the member (copy to the Board) that the member has not fulfilled their obligation by the requisite date or reasonable period of time thereafter, and that a request for their termination is being made to the Board.
- D. By stating in the request for termination that such request is in conformance with the provisions of this Article, that the member has not complied with their obligations, that it is an official demand of the Association to request the discharge of said member and that the "save harmless" clause set forth in Section 2.06 below will be put into effect.
- E. Providing the Association has furnished the Board with written proof that the foregoing procedure has been followed or has supplied the Board with a copy of the notice to the member and notice that the member has not complied with such request, the Association must further specify the following by written notice when requesting the Board to discharge the member.

"The Association herewith certified that the following named member is not in good standing with the Association because of his/her failure to tender or pay the periodic dues uniformly required as a condition of acquiring and/or retaining membership in this Association or service fee (as stated above). The suspension from good standing of the named member occurred under a uniformly applied suspension policy of the Association."

- 2.05 Employees will be deemed to be members of the Association, within the meaning of this Section, if they are not more than sixty (60) days in arrears in payment of membership dues. Members will be required to pay dues or service fee for the months worked up to 10 months per fiscal year as determined by the Association.
- 2.06 The Association agrees it will protect, indemnify, and save the Board harmless against any and all claims, demands, costs, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board for the purposes of complying with this Article.
- 2.07 The interpretation, application, administration, and enforcement of the **Association Security** Article will be in accordance with the requirements of the Public Employment Relations Act 379 of 1965, as amended, and to the extent that it does not conflict with any federal or state laws.
- 2.08 The Parties recognize that any member may exercise his/her choice to either to join the Association or pay a service fee.

### **ARTICLE 3 - ASSOCIATION DUES AND CHECK OFF**

- 3.01 Members may tender monthly membership dues (not including fines or assessments) or service fee by signing a payroll authorization dues deduction card or may pay the same directly to the Association.
- 3.02 The Board agrees to make twice monthly deductions (not including fines or assessments) or service fees for any members submitting a signed payroll deduction authorization (see Section 3.05 below) to the Board and to pay over to the Association the total amount thus deducted for all such members.
- 3.03 **DEDUCTIONS**  
Deductions will be made only in accordance with the provisions of said "Authorization for Payroll Deduction" forms together with the provisions of this Agreement. The Board will have no responsibility for the collection of initiation fees, reinstatement fees, assessments, fines, penalties, or any other deductions not in accordance with this Section.
- 3.04 **ASSOCIATION NOTIFICATION TO THE BOARD**  
The Association will notify the Board in writing of any membership dues or service fees certified by the Association as the uniform dues or service fees required of the Bargaining Unit members.
- 3.05 **DELIVERY OF PAYROLL DEDUCTION FORM**  
A properly executed copy of such "Authorization for Payroll Deduction" form for each member for whom Association membership dues or service fees are to be deducted hereunder will be delivered to the Board before any payroll deductions are made. Deductions will be made thereafter for those forms properly executed and in effect. Any "Authorization for Payroll Deduction" form which is incomplete or in error will be returned to the Association treasurer by the Board.
- 3.06 **DEDUCTIONS BEGIN**  
Payroll deductions under all properly executed "Authorization for Payroll Deduction" forms will become effective at the time the application is tendered to the Board and will be deducted from the succeeding pay and each pay thereafter.
- 3.07 **REFUNDS**  
In cases when a deduction is made that duplicates a payment that a member already has made to the Association or in any other situation that a refund is demanded, said refunds will be made by the Association.
- 3.08 **REMITTANCE**  
Deduction for any pay will be remitted by the Board to the treasurer of the Association as soon as possible after the appropriate pay period.
- 3.09 **DEDUCTION TERMINATION**

A member will cease to be subject to payroll deductions beginning with the pay immediately following the pay in which the employee is no longer a member of the Bargaining Unit. Any member may voluntarily cancel or revoke his/her "Authorization for Payroll Deduction" upon written notice to the Board and/or the Association.

- 3.10 The Association will furnish the Board, upon request, the names of all members paying dues or service fees directly to the Association.

The Board will not be liable for any errors or losses in the administration of this Article. The Board will not be liable for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by the members. Further, Michigan Education Association will protect, indemnify and save the Board harmless against any and all claims, demands, costs, suits, and any other forms or liability that may arise out of, or by reason of, action taken or not taken by the Board for the purpose of complying with this Article.

- 3.11 The Board will furnish to the treasurer of the Association a monthly list of all new hires and terminations in addition to a list of all members for whom payroll deductions have been made if requested by the Association.

- 3.12 The Association will provide the Board with appropriate payroll deduction forms.

- 3.13 Each employee shall have direct deposit of all payroll disbursements into a bank or credit union of their choice.

#### **ARTICLE 4 - REPRESENTATION**

- 4.01 The Association will furnish the Board with the names of its officers and representatives when elected and such changes as may occur from time to time in such personnel so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing.

- 4.02 If the president or vice-president is required to go into another building other than his/her own in the handling of a grievance, the principal administrator at both buildings (or all buildings involved) must be notified; permission will be granted provided that it does not unduly interfere with or interrupt or affect normal work or school operation of assigned duties. It is the responsibility of the above mentioned president or vice-president to report to the building principal/administrator before their conference with any member.

- 4.03 The Association, any of its officers, or any of its representatives will not advise or direct members to disregard the instructions and/or direction of the Board.

- 4.04 The Association will be granted a total one hundred-twenty (120) hours per fiscal year, without loss of pay for conducting Association business, including attendance at Association meetings. The president of the Association must approve all requests for

Association days. The Association president will provide appropriate written notice to the Human Resources department and the member's immediate supervisor so that a substitute may be secured if necessary.

- 4.05 The Association president will be permitted to accept phone calls from Association members during working hours regarding representation matters arising from this Agreement. It is understood by the Parties that the Association will endeavor to keep such calls to a minimum and that all efforts will be made to avoid such calls from interfering with the president's performance of normal responsibilities.
- 4.06 For up to two (2) days each year, the employees will be released at 3:00 pm to participate in local Association meetings. The days must be days in which students are not scheduled after 3:00 pm. The release will be without loss of pay or leave time. Employees who do not attend the meeting are required to remain at their work site until the end of their workday. The Association President will make arrangements with the Superintendent/designee prior to the meeting.

#### **ARTICLE 5 - MEMBER RIGHTS AND RESPONSIBILITIES**

- 5.01 Pursuant to Act 379 of the Public Act of 1965, the Board hereby agrees that every employee of the Board will have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations and other lawful activities.
  - A. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by said Act 379, other laws of Michigan, and the Constitutions of Michigan and the United States.
  - B. The Board agrees that it will not discriminate against any member for her/his institution of any grievance, complaint, or proceeding under this Agreement.
- 5.02 The Board specifically recognizes the right of its members appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC) or a mediator from such public agency.
- 5.03 The Association has the right to use school buildings and facilities for meetings in accordance with school policy.
- 5.04 The Board agrees to furnish, when practicable, to the Association in response to reasonable requests, public information concerning the financial resources of the District. The Board further agrees to supply available information which may be necessary for the Association to process any grievance or complaint, except in cases involving confidential personnel records covered by law.



- 5.05 It is the responsibility of the Association and individual members to honor Board policies and administrative regulations not in conflict with the Master Agreement. Neither the Association, its representatives, nor any member will assume administrative or supervisory authority, or direct members to disregard the instructions or directions of administrators or supervisors.
- 5.06 In order to provide continuing health protection for students, it will be the policy of the Board that all physical examinations required by the Board will be paid for by the Board. These examinations are required to certify that the individual is capable of carrying out his/her particular assignment.
- 5.07 All members accept the responsibility to strive for excellence in their work and to take advantage of opportunities for continually improving their skills and relationships with their co-workers and with the public. Members, therefore are responsible for continuous improvement and development of the skills needed to perform their jobs, including the use of technology to complete their work assignments with professional proficiency.
- 5.08 Members are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the District. Members, therefore, are responsible to discharge their work assignments with professional proficiency and make a conscientious effort to meet all the reasonable demands of the Board.
- 5.09 No Bargaining Unit member will engage in Association activities or business during member's working hours unless specified otherwise in this Agreement and/or receiving permission from the superintendent/designee.
- 5.10 Duly authorized Association representatives may be permitted to transact official Association business on school property provided that it will not interfere with or interrupt normal school operation, and that said representative(s) has the permission of the building principal/supervisor. Such business will be transacted in private.
- 5.11 Members are required to display exemplary behavior as an example to students, parents, community and co-workers and to refrain from actions which will detract from the appropriate image of a dedicated, sincere, and conscientious employee.
- 5.12 The Board agrees to establish procedures which will allow Bargaining Unit members to apply for permission to attend conference.
- A Depending upon the availability of funds, expenses approved by the administration, will be provided.
- B. Bargaining Unit members attending such conferences or inservice will be granted sufficient time to attend without loss of compensation.

- 5.13 Members will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- 5.14 In the absence of a building supervisor (principal) or designee, members will not be held accountable or made responsible for the administration or supervision of the building. If the member is unclear of whom to contact when the supervisor is unavailable, the member should ask his/her supervisor for clarification.
- 5.15 The Board will make every effort to ensure that no member will be required to work alone in a building.
- 5.16 The Board will provide a lounge which contains a refrigerator, microwave oven, telephone, and adequate seating and also provide convenient rest room facilities for all members
- 5.17 The building administrator will assume full responsibility for the administration of medication to students. The dispensation of medication to students may be given: a) by the building administrator in the presence of a second adult; b) by the Association member in the presence of a second adult, or c) by a non Association member in the presence of a second adult as provided in Board policy #5330 revised 20 July 1992 and administrative regulation #5330 approved 19 October 1992. Copies of the policy and regulation will be provided to the member. A member will only dispense medication in a manner covered by Board Policy. The employer will indemnify and save harmless from any liability members properly administering medication to students.
- 5.18 The job description/duties of existing Bargaining Unit positions in effect at the time this Agreement is ratified will remain in effect except as modified through the procedure contained herein. The Board and Association will follow a results-oriented, collaborative process, which will include input from affected members and affected administrators when developing and modifying any RSPA job description. The Board will notify the Association and the member as to any potential changes in the job description/duties. Either party can request to meet to determine if a change in classification is necessary per Article 23. No change in the job classifications will be made until the Article 23 procedures have been implemented. The notice of changes in the job description/duties will be sent out prior to the effective date of said job description changes.
- A. The Board and Association will follow a results-oriented, collaborative process to review all RSPA Job descriptions/duties by June 30, 2012. All job descriptions will be reviewed every three (3) years by a joint committee comprised of two (2) members of the Administration and up to two (2) members appointed by the RSPA.
- 5.19 Members will have the privilege to payroll deductions for the following items:
- A. Association dues and MEA/PAC, NEA/PAC contributions

- B. Tax-sheltered mutual funds (custodial account) and tax-sheltered annuity (two deductions - up to seventeen (17) mutually agreed upon companies, one (1) of which will be MEA Financial Services
- C. United Way
- D. Other deductions approved by the Board
- E. Agency Shop fees
- F. Section 125 - Flexible spending ("Rainbow Plan")
- G. Universal Life
- H. Long Term Care
- I. Direct deposit to any bank
- J. MSPERS Tax-deferred payments, if offered by MSPERS

## **ARTICLE 6 – SENIORITY**

- 6.01 New employees hired in a regular position other than substitute and temporary help will be considered as probationary members for sixty (60) working days in their job assignment. There will be no seniority among probationary members. When a regular member finishes the probationary period, said member will be entered on the seniority list and will rank for seniority as of the first working day assigned in the position. The sixty (60) working day period may be extended for any absences during that period, by the amount of said absences. The probationary period may be extended for good cause if the supervisor believes the probationary employee needs more time to demonstrate his/her ability to do the job. The Association will be notified and consulted before the end of the probationary period of the supervisor's need to extend the probationary period. No member will be required to serve more than one (1) probationary period. In the event positions are transferred to the Bargaining Unit from another bargaining unit in the District, the employees who are accreted to the Association as a result of such a transfer will be entered on the seniority list as of their seniority date in the former position transferred.
- 6.02 Seniority will be defined as the length of service within the District as a member of the Bargaining Unit. Accumulation of seniority will begin on the member's most recent date of hire (first working day) and will continue to accumulate unless the member retires, resigns, leaves the Bargaining Unit to assume another position, or is on a leave of absence in excess of twelve (12) months or on layoff.
- 6.03 The Board retains exclusive right to discharge and to take any disciplinary action involving a probationary member and such action as deemed appropriate by the Board will not be subject to the grievance procedure, to the extent that it conforms with the expressed terms of this Agreement.
- 6.04 A member will lose seniority and terminate employment with the Board for the following reasons:

- A. Member quits or retires.
  - B. Member is discharged and the discharge is not reversed.
  - C. If the member fails to return to work when recalled from layoff as set forth in the recall procedure provided herein.
  - D. Involuntary layoff for three (3) years or length of work service in the District, whichever is shorter.
- 6.05 When more than one (1) member is hired on the same day, seniority will be determined by lottery. The Association will be notified of the time and place of such lottery and representatives of the Association will be allowed to be present.
- 6.06 The seniority list will show the names, job titles, classifications, and seniority dates of all members of the unit entitled to seniority.
- 6.07 The Board will provide the Association president with a seniority list upon request.
- 6.08 If a member who is not laid off takes a permanent position not included in the Bargaining Unit he/she will lose all accumulated seniority.
- 6.09 Notwithstanding his/her position on the seniority list, the president will in the event of a layoff, continue to work, provided he/she is qualified and can perform the work available.
- 6.10 A probationary member is one hired in the Unit with the understanding that their association with the District will last as long as the member does satisfactory work and there is a need for their employment in the District.
- 6.11 No bumping will be permitted by a member who has a job except during periods of layoff (see Article 10.03A). A member will not, by virtue of seniority, be entitled to select or to have any particular job within their classification.

## **ARTICLE 7 - VACANCIES AND TRANSFERS**

- 7.01 A transfer is any change in a job within the Bargaining Unit.
- A. A voluntary transfer is one that is requested by the member.
  - B. An involuntary transfer can include a displacement, reassignment, restructuring or layoff
- 7.02 Transfers of seniority members will be made on the basis of qualifications, skills, experience, education, training and preparation. When these factors are substantially equal, seniority will have priority.

Applicants must complete the standardized tests for all positions. The only exception to the statement above is if the applicant is currently working in the same position, but at a different location. In this case she/he will not have to complete the position test.

- A. The test results will be used only to evaluate and measure the seniority member's ability to perform the skills necessary for the vacancy sought.
  - B. Administration will discuss required tests with the Association, as well as any changes in passing scores prior to implementation.
  - C. Every effort will be made to test the member in a quiet, private work area on equipment that is of standard use in the Rochester Community Schools. The notice of vacancy will state the computer program(s) necessary for the position and testing. The test will not be administered by a member of the Association. If a member has successfully taken and passed the position tests, it will not be necessary to retake the test series for position consideration unless the position job description has changed and a new test profile requires new skills. The applicant, if requested, will be provided his/her test results before the interview.
- 7.03 A member who requests and is granted a transfer will remain on the job for one (1) year before said member becomes eligible to request another transfer. Exception to this rule may be made by the superintendent/designee.
- 7.04 Members interested in a transfer will comply with any and all of the directions of the notice of vacancy.
- 7.05. **Voluntary & Involuntary Transfers**
- A. Members placed in a new position will be required to satisfactorily complete a trial period of forty (40) working days during the member's work year, to start from the date of employment in a new position. During that time the member can exercise her/his right to return to her/his previous position. The final determination of whether the member is selected for any position rests with the Board. If the member does not satisfactorily complete a trial period he/she will be returned to his/her previous position if the position exists. If the position has been eliminated, he/she will be assigned to another position. The trial period will be automatically extended for any absences during that period by the amount of said absences. The trial period may be extended for good cause if the supervisor believes the employee needs more time to demonstrate his/her ability to do the job. The Association will be notified and consulted before the end of the trial period of the supervisor's need to extend the trial period.
  - B. In cases of transfers during periods of layoff and recall, the following would apply if the trial period is unsatisfactory. If the member does not satisfactorily complete a trial period she/he will be:
    - 1. Returned to his/her previous position, if available, and not held by a member of higher seniority.
    - 2. Placed in a vacant position that still exists after the district has followed the requirements for staffing vacancies under Article 7 of the Master Agreement.

3. Placed in a position of same or lower classification, which is currently held by the least senior member of the association, thus displacing the lower seniority member.
  4. Placed on voluntary layoff, at the request of the member. By requesting to be placed on voluntary layoff, the member understands the conditions of Article 10.02A. and 10.02 B.
- 7.06 Members not granted a request transfer may have their application reviewed provided they make a request to the appropriate administrator within five (5) working days of the final decision. All members who apply for a transfer will be notified by the Board of its decision on the day the successful applicant is notified.
- 7.07 A vacancy will be defined as any of the following:
- A. An existing Bargaining Unit position where the member who held the position previously has resigned, retired, died, failed to return from a leave of absence, has been transferred to another assignment, or for some other reason is no longer permanently assigned to the position.
  - B. A newly created Bargaining Unit position which is of a permanent nature.
  - C. A non-bargaining unit position which becomes a Bargaining Unit position either by agreement or law.
  - D. A nonbargaining unit position that is established on a temporary basis pending Board decision to permanently add or discontinue per guidelines documented in Article 7.11.
- 7.08 Vacancies, within the Bargaining Unit, will be first posted internally in every school building when they are open. Postings will be open for a period of three (3) work days when school is in session and five (5) work days during the summer and other school breaks. During time of layoff, vacancies within the bargaining unit will be posted for a period of two (2) work days. During the summer months, the Association president will be sent copies of each vacancy notice.
- All Rochester Support Personnel Association members will be eligible to apply by submitting a letter of interest to the posting address. All eligible member applicants will be afforded the opportunity to be interviewed before nonmembers. No external resumes or applications will be viewed by hiring managers until the internal process is completed.
- 7.09 A member who is transferred during their probationary period will have the time spent in the previous position counted toward completion of the probationary period. The member will also be required to complete the trial period referred to in Section 7.05 above.
- 7.10 Members will not interview any applicant for a Bargaining Unit position.

- 7.11 All vacancies that occur after January 1 will, at the discretion of the Executive Director of Human Resources, be filled on a permanent or temporary basis. Positions which had been filled on a temporary basis will be posted and filled as provided herein for the next school year.
- 7.12 Any temporary position created after July 1, and prior to January 1, that exceeds or is expected to exceed forty (40) work days will be considered permanent and will be posted.

### **ARTICLE 8 - DISCIPLINE, SUSPENSION, AND DISCHARGE**

- 8.01 The Board will not discipline, suspend or discharge any seniority member without just cause. The Board agrees upon the discipline in writing, suspension or discharge of any member, to notify the Association in writing.
- 8.02 The disciplined, discharged, or suspended member will be allowed to discuss their problem with a representative of the Association and the Board will make available an area where they may do so before said member is required to leave the property of the Board. Upon request, the Board or its representative will discuss the problem with the member and the Association representative.
- 8.03 If the seniority member or Association believes the discipline, suspension or discharge to be improper, a written grievance may be filed within ten (10) regularly scheduled work days after the discipline, suspension or discharge is received by the member. If the grievance is over a discipline, it will be filed with the person who administered the discipline. If the grievance is over a suspension or discharge, it will be filed with the Executive Director of Human Resources. A grievance filed under this Article will be processed in accordance with the Grievance Article.
- 8.04 Association representation may be present during any meeting which may lead to disciplinary action. The administration may discuss with a member concerns about the member's performance without an Association representative present if the purpose of the discussion is not intended for disciplinary action. When a request for representation is made, no action or further action will be taken with respect to the member until the Association representative is present. If written disciplinary action is likely to occur at a given meeting, or as a result of a given meeting, the member will be advised immediately of said possibility and be advised of the right to Association representation under this Article.
- 8.05 A policy of progressive discipline will be followed. The Board will make a good faith effort to provide timely notice to the member involved and the Association President prior to the initiation of that member's investigative meeting, unless an emergency is identified. The progressive discipline policy shall include verbal reprimands, written reprimands, suspension and discharge. Verbal reprimands are normally the first step of

the disciplinary process. However, any disciplinary action taken against members will be appropriate to the behavior which precipitated said action.

#### **ARTICLE 9 - RESIGNATION**

- 9.01 When a member desires to terminate employment, there must be at least fourteen (14) calendar days notice of resignation, in writing, given to the immediate supervisor and the Human Resources Office. Resignations of shorter notice will automatically forfeit all vacation benefits. It is understood that the member must work the entire period of time as designated above with no absences during said period except for personal illness, or disability.
- 9.02 The date of resignation automatically forfeits all accrued rights and benefits. In the event of re-employment, such member will be considered as a new member.
- 9.03 Resignations submitted with fourteen (14) or more calendar days advance notice will be entitled to pro-rata vacation benefits.
- 9.04 Exception to the above may be made by the superintendent/designee.

#### **ARTICLE 10 - LAYOFF AND RECALL**

- 10.01 Layoff means a reduction in the working force due to a decrease of work or limitation or reduction in operating funds and/or any other conditions beyond the control of the Board. Any position or member whose position has been affected will be considered displaced until the effective date as stated in the layoff notice.
- 10.02
  - A. If it becomes necessary for a layoff, the probationary members within the affected classification will be laid off first. Seniority members will be laid off within the affected classification according to seniority. In no case will a less senior member be employed while there are laid off members who are qualified for a vacant or newly created position.
  - B. Members whose positions have been eliminated due to a reduction in work force or who have been affected by a layoff will have the right to assume a position for which they are qualified, and successfully passed the designated tests for the position, which is held by the least senior member holding such a position.
  - C. The Board will endeavor to retain affected members in their present pay grade if feasible.
  - D. A placement meeting will be coordinated by the Executive Director of Human Resources/designee and the RSPA union president.



- E. Displaced members who are benefit-eligible will make their selection of position created from layoff in order of seniority. A member who is benefit-eligible may select a position which is not benefit-eligible. The process will be repeated by non-benefited members. Non-benefit eligible members may select non-benefit eligible position. Members will have the right to select open position for which they are qualified regardless of total annual hours.
  - F. After completing the above process, all remaining open position will be posted per Article 7.
  - G. Members on layoff will be recalled to a vacancy only after all other more senior members have had the opportunity to apply for a position and the vacancy still exists. Recall will be in reverse order of layoff. The most senior member will be recalled first. Should a member be offered a position at a lower classification than held prior to layoff and refuse said position, he/she will not lose his/her right to remain on the recall list.
- 10.03 Any member who assumes a new job assignment due to the layoff procedure will also assume the salary rate for that position.
- 10.04 Members to be laid off will have at least thirty (30) calendar days notice of their intended layoff. The Association president will receive a list of members being laid off prior to members receiving written notification of layoff.
- 10.05 Members laid off through the procedure as stated in this Article will be maintained on a recall list for a period of three (3) years, or length of service in the district, whichever is shorter, and will be recalled in reverse order of their layoff.
- 10.06 The Board may transfer within the departmental classifications on a District-wide basis where operating staff in one or more buildings is reduced due to layoff.
- 10.07 Any seniority member on layoff will be offered placement on the regular substitute list.
- 10.08 Notice of recall will be sent to the member at their last known address by registered or certified mail, and the Association president at the Association office by regular public mail. If a member fails to report for work within ten (10) working days from the date of delivery of the recall notice to the member's last known address, unless other arrangements are made, said member will be considered as having quit.
- 10.09 Each member is responsible for keeping the Board advised of any change of address and will not be excused for failure to report for work on recall if the member fails to receive recall notice because of their own failure to advise the Board in writing of their change of address.
- 10.10 The Board will have no obligation to recall probationary members who may be laid off.

- 10.11 Any member laid off will automatically terminate and suspend the Board's obligation to salary under this Agreement or any other agreement except for any salary, vacation, or longevity, or benefits earned by the date of layoff.
- 10.12 Should a member be offered a comparable position and refuse such appointment, he/she will lose the right to remain on the seniority- recall list and will be considered as having quit.

### **ARTICLE 11 - LEAVES OF ABSENCE WITHOUT PAY**

- 11.01 Leaves of absence for reasonable periods not to exceed one (1) year, upon written request to the superintendent or his/her designee, may be granted to members who are on seniority status without loss of seniority for good cause. To be eligible for a leave of absence, the member must have been employed by the Board for at least one (1) year. General leaves of absence may be extended for a period not to exceed one (1) year at the discretion of the superintendent/designee.
- 11.02 A member granted a leave of absence by the Board of more than three (3) months may be given a position upon their return provided there is an opening in their job classification and job assignment (the position held immediately prior to granted leave) and the member has given proper notice. No member will be laid off in order to create a position for a member wishing to return from a granted leave. Members on a leave of absence of three (3) months or less will be returned to their original position.
- 11.03 If on an extended leave of three (3) months or more, a member is required to notify the Human Resource Office in writing at least thirty (30) days preceding the expiration date of a leave indicating their desire to return, request an extension or resign. Otherwise the member will be considered as terminating their employment with the Board. If the member does not provide such notice, said member will be deemed to have terminated their employment with the Board unless an exception to this rule has been made by the superintendent. A member on a leave of absence of three (3) months or less will be required to submit only a fifteen (15) day written notice.
- 11.04 Re-employment of a member on a leave of absence will be conditioned by the availability of a vacancy existing within the member's job classification and assignment as indicated at the time the leave was granted. Should there be no position, the leave will be extended until there is a vacancy.
- 11.05 At the expiration of a leave, if a member does not return and no extension is granted, termination of employment with the Board becomes automatic.
- 11.06 Leave of absence may be granted for the following good causes, by the way of illustration but not limited to the following: 1) education; 2) child care; 3) medical; 4) military; 5) family illness; 6) personal.

- 11.07 Any member granted a leave of absence at a time other than the end of the work year will not be advanced upon the salary schedule when returning from said leave unless sixty percent (60%) of their work year was worked. Members taking a leave of absence commencing at the end of the work year will be automatically eligible for any advancement on the salary schedule upon returning to work.
- 11.08 The Board cannot guarantee the return of any member to a specific building or work assignment at the conclusion of any period of absence except as indicated above.
- 11.09 The notice of intention to return to duty after a health or maternity leave will be accompanied by a written statement from a physician certifying the fitness of the member to fulfill the full responsibilities and duties of their assignment.
- 11.10 When there is reason to believe that a member is unable to perform the duties of their position due to physical or mental illness, the Board may require the member to submit to an examination. If the choice of the examiner is not agreeable to both the Board and the member involved, the Board and member will agree to a qualified medical examiner from a list of three (3), mutually agreed to by the Parties. These examinations will be paid for by the Board, if requested by the Board.
- 11.11 The rights provided in this Article are inclusive of the rights provided under the Family Medical Leave Act.

## **ARTICLE 12 - HOURS OF WORK**

- 12.01 A. The hours of work will be determined by the Board; no full-time permanent member will have their regular working hours decreased except as indicated in the **Layoff and Recall** Article. The regular working hours of a full-time position will not be reduced except as indicated in the Layoff and Recall Article. The work day will normally consist of eight (8) hours per day. However, there may be members on less than eight (8) hour assignments as may be determined by the Board. The normal work week will be Monday through Friday. There may be part-time members who work less than a full week's schedule (Monday-Friday).

Direct supervisors may request alternate schedules for consideration by members if circumstances allow. Also, members may request alternate schedules for consideration by their direct supervisors. These alternate schedule proposals must be agreeable by all involved. This will include the supervisor, member(s), and other members in the same school/department who will be directly affected. Alternate schedule proposals cannot violate state or federal law, but may not be limited to just a 9/80 work period.

All alternate work schedule proposals must be reviewed and approved by the Director of Human Resources or his/her designee to insure that district, legal, and

contractual requirements have been met. A copy of the schedule proposal must also be provided to the Association President.

- B. Summer work hours for full time members will be thirty- seven and one half (37 1/2) hours per week with pay for a forty (40) hour week. The summer schedule will be determined by the Superintendent
- C. The work year for less than twelve (12) month employees will be established by the Office of Human Resources.

The work year will follow the instructional calendar as provided in the Rochester Education Association Master Agreement.

- 1. If a member works during the scheduled non-work period he/she will be compensated at his/her regular rate or take an equal amount of time off during scheduled work time without a loss of wages. A copy of the modified schedule will, upon request, be furnished to the Association Executive Director. The modified schedule will be agreed upon before the start of the work year. It is not the intent of a modified work schedule to have a member work a four (4) day week throughout the year.

- 12.02 The lunch period will be established by the immediate supervisor in accordance with the organizational pattern best suited to the particular building and/or department. Such lunch period will not be considered as part of the regularly assigned work day. The assigned lunch period will be duty-free, uninterrupted periods of not less than one-half (1/2) hour, nor more than one (1) hour.
- 12.03 Members will be provided a fifteen (15) minute relief time in the morning and in the afternoon as will be assigned by the immediate supervisor. Relief periods will be taken at a time and in a manner that does not interfere with the efficiency of that work unit as determined by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it will not be used to cover a member's late arrival to work or early departure, nor will it be regarded as accumulative if not taken. Failure to take a relief period will not result in a lengthening of a lunch period or a shortening of the working day unless specifically arranged with the immediate supervisor. These changes in the relief and/or lunch period can be approved from time-to-time but cannot be approved on a permanent basis.
- 12.04 Shift hours will be determined by the Board.
- 12.05 A. It is expected that from time to time members may be requested to spend extra time beyond the regular day on their job. If a member declines overtime it will be offered to someone in the building or department.

- B. All work performed in excess of eight (8) hours a day, or forty (40) hours a week, or on Saturday, will be compensated at time and a half. Approved alternate regular schedule work shifts in compliance with law are not subject to the eight hours per day/forty (40) hours per week rule and will not be compensated at time and a half. Work performed on Sundays or Holidays will be compensated at double time.
  - 1) Each hour of work compensated by compensatory time will be at the rate as indicated.
  - 2) Work performed by 10 and 10-1/2 month members during vacation or summer time will be compensated at the regular rate of pay.
- C. The method of compensation above will be mutually agreed to in writing by the member's supervisor and the member before the over-time is worked.
- D. If compensatory time is agreed to, the immediate supervisor and the member will meet within one (1) week to schedule the usage of the compensatory time mutually.
- E. If the member requests to take compensatory time during the winter recess, spring recess, or mid-winter recess, the request will be granted.

12.06 The statements in this Article will not be construed as a guarantee of hours per day or week.

12.07 It is recognized and understood that temporary deviations from the foregoing regular schedules of work may be necessary and may result from several causes, such as but not limited to rotation of shifts, vacation, leaves of absence, absenteeism, member request, temporary shortage of personnel and emergencies. If the temporary change in schedule exceeds two (2) months, then a Special Conference as defined in Article 23 would be convened to outline the reasons and rationale for extending the temporary schedule. The temporary change in schedule will only continue through the mutual agreement of both parties.

12.08 Job Sharing

Job sharing shall be defined as two (2) members sharing a given assignment. Members may apply to the Human Resources Department if they are interested in a job sharing assignment. If approved by the administration the individuals involved will share the job and the salary will be prorated. Job sharing partners will receive a full credit on the salary schedule and seniority.

If one job share partner terminates the assignment, that part of the full-time assignment will be posted.

12.09 When members are sick, or have an approved absence, they are not required to procure their own substitutes. All members are required to follow established procedures in requesting and reporting absences.

- 12.10 There shall be two (2) twelve month members at each high school and one at each middle school. Once a member has agreed to accept a twelve month position, it shall remain his/her position. If a twelve month position in a school becomes vacant, the members in that school will have the opportunity by seniority to choose to work for twelve months. If someone chooses that option, then the vacant position will be posted and filled for 10.5 months.

### **ARTICLE 13 - SICK LEAVE**

- 13.01 All seniority members will be allowed twelve (12) days per year earned at the rate of 6/5ths days per calendar month for less than twelve (12) month members, and fourteen (14) days per year earned at the rate of 7/6th days per calendar months for twelve (12) month members with unlimited accumulation of sick leave days. Sick leave will be credited at the beginning of each work year for all seniority members as indicated above. Sick leave earned during a work year is based upon a monthly pro-ration. Members who regularly work less than full-time (eight hours) will accumulate sick leave pro-rated according to the average number of hours worked per day and months per year. An employee who lost pay because he/she did not have enough sick leave days at the time of absence will be compensated for the lost pay at the end of the physical year, to the limits accumulated sick leave days.
- 13.02 If members overdraw their sick leave accumulation and if repayment is not made in days accrued, the sick days used will be deducted from the member's final paycheck; if the sufficient amount is not available in the member's final check, the member will refund to the Board the amount of overpayment.
- 13.03 A member will not accumulate sick leave during any month in which the member receives pay for less than the majority of the scheduled working days in that month.
- 13.04 All members may be granted sick leave for personal illness, disability, illness in the immediate family, or bereavement. The immediate family for sick leave is interpreted as husband, wife, son, daughter, or parents, grandchildren, and grandparents. The immediate family for bereavement leave is interpreted as the spouse, children, brothers, sisters, parents, grandparents, grandchildren, in-laws, and other dependents. A maximum of five (5) days may be used per bereavement; said days will be deducted from the member's sick leave accumulation.
- 13.05 Upon approval by the superintendent/designees, no more than three (3) days may be used annually as approved leave days and for the following reasons:
- A. Attendance at a ceremony awarding a degree to the member or a person in the immediate family.
  - B. Attendance at the school graduation of a person in the immediate family.

- C. Conduct of personal affairs which cannot normally be handled outside working hours. Approved leave means an activity that requires the member's presence during working hours and is of such a nature that it cannot be attended to at a time other than during the regularly scheduled work day. Except in cases of emergency; these days will not be granted the day before or the day following a scheduled vacation period.
- D. Attendance at a funeral service of a person whose relationship to the member warrants such attendance.
- E. On all approved leave days, as well as any other leave, such leave must be requested in advance (at least one week) in writing except funeral leave. Approved leave day requests must have the prior approval from the superintendent/designee before being granted. Use of approved leave days will be deducted from the sick leave allowance. The approved leave day is not provided for casual or indiscriminate use.

#### 13.06 ATTENDANCE INCENTIVE PROGRAM

- A. The number of accumulated sick leave days will be established at the end of the school year for the ensuing school year. Members will receive written notice of their accumulation at the end of each year on their pay check stub.
  - 1) A member who accumulated thirty (30) or more sick days will be entitled to one (1) incentive day for the year.
  - 2) A member who accumulated fifty-five (55) or more days will be entitled to two (2) incentive days for the year.
  - 3) A member who accumulated eighty (80) or more days will be entitled to three (3) incentive days for the year.
- B. An incentive day may be used without specification. Application must be made at least five (5) days prior to the day of leave except in cases of emergency. All incentive days used will be deducted from the member's sick bank.
- C. Not more than ten (10) members will be excused under this Section on any given day District-wide. Priority will be established by order of receipt of the request in the Human Resource Office.

13.07 Proof of illness may be required if there is a pattern of documented abuse of sick leave.

13.08 A member who has been absent five (5) consecutive days may be required to present a doctor's statement upon return to work. In case of prolonged illness, a periodic report

- from the doctor may be required by the Board. In addition, a pattern of absences may also require a doctor's statement.
- 13.09 Salary for a holiday will be paid when the work day preceding and succeeding the holiday is worked. If the member indicates that illness was the cause of such absence, the member may be required to furnish a doctor's statement certifying the illness within three (3) days after such absence, if requested by the Board.
- 13.10 Any member who is absent because of an injury or disease compensable under the Michigan Worker's Compensation law will receive from the Board his/her full salary during the first seven (7) calendar days of absence without a reduction in sick leave days. Beginning with the eighth (8th) calendar day the member will receive from the Board the difference between the allowance under the Worker's Compensation Law and the regular salary up to the member's current cumulative sick days with no deductions for sick days. Any member absent as stated above may not return to work until securing a release and a certified statement from a physician. A member absent as stated above, if released by a doctor, maybe assigned light duty work with the Board before the member is able to resume his/her regular position. A member may refuse light duty work without jeopardizing his/her employment rights.
- 13.11 The Board will pay any seniority member called for jury duty his/her regular salary. The member will pay the Board the fee received for jury duty compensation not including expenses. The Board will pay any seniority member subpoenaed by other than immediate family for attendance at any court action. The member will pay the Board the witness fee not including expenses. The member will furnish the Board with a written statement from the appropriate public official listing the amount of the fees received and the dates for which fees were received.
- 13.12 The Family Medical Leave Act of 1993 (FMLA) provides up to twelve (12) weeks of job-protected leave to "eligible" employees for certain family and medical reasons. A leave granted under the provisions of this section is in conjunction with any other paid or unpaid leaves already provided to members under other applicable sections of this Agreement. The Board will continue to observe any leave provisions of benefit programs that provide greater leave rights and benefits to members than the rights established by the FMLA. The Board shall continue health, and dental benefits during this leave.
- 13.13 A member may use up to thirty (30) days of his/her accumulated sick leave days for the purpose of adopting.
- 13.14 A maximum of three (3) days of bereavement may be used for a death of a spouse, the individual's parents, sister, brother, or son or daughter. Bereavement leave, meeting the above definition, will not be charged against the member's sick leave.



## ARTICLE 14 - SICK LEAVE BANK

The Board will cooperate in the operation of a Sick Leave Bank ("Bank"). All Bargaining Unit members will participate in the Bank. The following limitations are established for participation in the Bank:

- 14.01 Each member will donate one (1) day of his/her sick leave to the Bank each year until the Bank is built to a maximum of three hundred (300) days; however, if the number of days to be collected in one (1) year would cause the Bank to exceed three hundred (300) days, then no collection will be required that year.
- 14.02 The president of the Association will meet with the Human Resources Office each year to see if additions are to be made to the Bank at the beginning of each fiscal year according to the above limitations.
- 14.03 The first thirty (30) work days of illness or disability will not be covered by the Bank, but must be covered by the member's own accumulated sick leave or absence without pay.
  - A. The thirty (30) work day qualifier will only required for the first occurrence of the same illness or disability within a two (2) year period of time.
  - B. If a member has more than forty (40) days in his/her personal sick bank, he/she must use all personal bank days down to forty (40) days before entering the sick bank.
  - C. While drawing sick leave benefits, a member cannot be receiving any other pay from the Board.
- 14.04 A maximum of two hundred ten (210) days in a two (2) year period of time can be drawn by a member who is a twelve (12) month employee from the Bank. A less than twelve (12) month employee may draw a maximum of one hundred eighty (180) days in a two (2) year period of time from the Bank.
- 14.05 Members withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.
- 14.06 The Bank will be controlled by a committee composed of two (2) Association members selected by the Association, and two (2) administrators selected by the superintendent, but final authority in regards to the interpretation of this policy will rest with the Board.
- 14.07 A member drawing from the Bank will receive eighty percent (80%) of his/her regular hourly rate.
- 14.08 A Board appointed physician will determine the extent of convalescence and ability to return to work.
- 14.09 In cases of alleged abuse of the Bank, the Board will have the right to investigate and take appropriate action.

- 14.10 When a member stops drawing days from the Bank and returns to full time employment, the member's Sick Leave accumulation will be re- established at the rate of one-half (1/2) day per month for the balance of the fiscal year.
- 14.11 All deliberations of the Bank committee are final and not subject to the grievance procedure.
- 14.12 Vacation days will not accrue while a member is drawing days from the Bank.

**ARTICLE 15 - INSURANCE PROTECTION**

15.01 LIFE INSURANCE

A group term life insurance policy will be extended to all eligible members working six (6) hours or more per day in the amount of: forty-five thousand dollars (\$45,000) A D & D.

The above stated policy will carry a double indemnity clause. The selection of the insurance carrier will be made by the Board. This group life insurance will begin when the member has properly completed all the required forms, complied with the governing rules of the contracted companies, and has completed the probationary period.

15.02 HEALTH INSURANCE

Seniority members employed by the Board on a ten (10), ten and one- half (10-1/2), or twelve (12) month school year for six (6) hours or more per day are eligible for up to full family coverage for:

Coverage	Blue Cross PPO - Base Plan		Blue Cross PPO - Alternative 1		Blue Cross PPO - Alternative 2	
Effective date	06/01/2011		06/01/2011		06/01/2011	
<b>Primary Services</b>						
Office Visit	100% after copay of \$20.00		100% after copay of \$20.00		100% after copay of \$20.00	
<b>Prescription Drugs</b>						
Generic Copay	\$5		\$5		\$5	
Brand Copay	2011	2012	2011	2012	2011	2012
	\$35	\$35	\$35	\$35	\$35	\$35
<b>Other Services<sup>(1)</sup></b>						
<b>Deductible (Member Pays)</b>						
Single Per Year	\$100		None		\$250	
Family Per Year	\$200		None		\$500	
<b>Co insurance (Plan Pays)</b>	90%		100%		80%	
<b>Co insurance Max</b>						
Single Cap Per Year	\$500		N/A		\$1,000	
Family Cap Per Year	\$1,000		N/A		\$2,000	
<b>Employee Premium<sup>(2)</sup> (monthly)</b>	2011	2012	2011	2012	2011	2012
Single	\$9.62	\$10.49	\$56.46	\$61.54	(\$19.26)	(\$20.99)
Two Person	\$23.10	\$25.18	\$135.53	\$147.73	(\$46.24)	(\$50.40)
Family	\$28.88	\$31.48	\$169.39	\$184.64	(\$57.81)	(\$63.01)
<b>Spousal Surcharge<sup>(3)</sup> (monthly)</b>	\$57.76	\$62.96	\$62.23	\$67.83	\$51.98	\$56.66
<b>Healthcare Reimbursement Account</b>	\$300/\$500/\$700		\$0		\$300/\$500/\$700	

**Notes:**

1. Other services include hospital, surgical, and lab testing.

2. The employee must participate in the Wellness aspect of the plan (Base and Alt-2), but may utilize his/her own physician to conduct the wellness exam. In such event, the employee is responsible for the office visit co-pay. Projected monthly premium contributions and monthly payments to employees effective 1-1-12 and beyond are based upon annual cost increases to the School District of 9%, and will increase or decrease based upon that assumption.

3. Spousal Surcharge applies if spouse has insurance available through his/her employer at a cost of \$225.00 per month or less, or is self-employed and earns \$50,000 or more for the year. The spousal surcharge shall not apply to married couples who are both employed by the School District.

4. Paid in the form of cash or TSA two times per year, June and January.

"Benefits at a Glance" is available in Appendix G or from the Human Resources Department.

- B. If the eligible member has, any type of fully paid, full-family hospitalization insurance coverage which is equal to or better in coverage than that offered by the Board, the member will not be eligible for coverage under this provision.
- C. Members on unpaid leaves of absence in excess of one (1) month will be required to pay for the insurance or else it will be terminated.
- D. There will be no duplication of health or vision insurance. The member must notify the Office of Human Resources of any duplicate coverage from any other source. If the member is covered by any duplicated hospitalization or, the Board's obligations under this provision will be waived.
- E. The Board, by payment of the premium payments required to provide the coverage set forth herein, will be relieved from all liability with respect to the benefits provided by the insurance coverage as described above. The failure of an insurance company to provide any of the benefits which it has contracted for any reason will not result in any liability to the Board or the Association, nor will such failure to be considered a breach by either of them or any obligation under this Article.
- F. Upon request, the member may be required to submit proof that no hospitalization coverage is available from another source. Refusal or failure to submit proof will mean the suspension of the insurance coverage to such member.
- G. The Board will pay for the Family Continuation rider for dependents of eligible members as indicated in Article 15.
- H. Members hired before 1 October 1995, who work at least four (4) hours per day but less than six (6) hours will be permitted to participate in the health insurance plan provided above by paying the premium through payroll deduction at the current CORBA rates for the school district.
- I. Employee contributions toward health insurance premiums, as specified in Section A will be made on a pre-tax basis through a Section 125 cafeteria plan. The annual premium cost will be established annually on September 1.

#### 15.03 DENTAL INSURANCE

- A. Eligible seniority members (permanently assigned, full-time, six hours or more per day) will be eligible for either of the dental plan(s) provided by the Board for the said eligible members and all dependents. The coverage will be at no cost to the member: Class I - 100%; Class II - 80%; and Class III - 60% with an annual maximum of \$1600.00 and a Class IV lifetime maximum on orthodontics of \$1600.00, or the preferred provided option. Examinations are a Class I benefit.

#### 15.04 OPTIONS TO HEALTH INSURANCE

If any eligible member (permanently assigned, full-time six hours or more per day) does not participate in the Board's hospitalization

A. Additional Death benefit \$50,000.00 A D & D.

B. There shall be a \$125.00 per month tax-deferred annuity. The annuity will be selected by the member from among the Board approved carriers. The payments will be made in January and June.

The Board will provide a cash option to health insurance benefits as provided above. The Board will formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied by the member to any tax-deferred/sheltered annuity selected by the member with a company that is a Board approved carrier. The benefit will be paid in January and June.

The choice is in lieu of health care insurance as described in Section 15.04 of this Master Agreement.

Rules:

1. The member must select the option to health benefit for four (4) of the six (6) months preceding the January and June payments to receive a full six (6) month payment.
2. The member may make a selection, or change in benefit only during the open enrollment period for health care, or if there has been a change in family status (as defined by IRS) during the year.
3. In order to receive this cash benefit or tax-deferred/sheltered annuity benefit, the member must show proof of health care benefit from another source.

#### 15.05 LONG TERM DISABILITY

The Board will provide Long Term Disability income insurance to cover all regular seniority members after three hundred sixty-four (364) calendar days of illness or disability. Such insurance will not exceed payment of two thirds (2/3) of his/her regular salary, at time of illness or disability, subject to a maximum benefit of twenty six hundred dollars (\$2600.00) per month and reduced by an amount paid or payable under worker's compensation, social security, or any other earned income. Said compensation as described above is subject to the terms of the contract with respective insurance carrier.

15.06 In the event of the death of a seniority member, all fringe benefits will continue for three (3) months. The individual who is listed as beneficiary on the member's term life insurance will hold the fringe benefits. The immediate family will be notified prior to the termination of any fringe benefits to insure uninterrupted coverage.

15.07 The benefits stated above will be by way of a fringe benefit with no cash reimbursement for those members who do not qualify for such benefits.

- 15.08 Differences between members or beneficiaries of members and any insurance company will not be subject to the grievance procedure.
- 15.09 Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder will be controlling in all matters concerning benefits, eligibility and termination of coverage, and other related matters.
- 15.10 In the event of any violation of the no-strike clause, this Article will be immediately terminated and discontinued for the duration of the strike and the Board will be reimbursed for any premium paid.
- 15.11 Subject to the terms of the contract with the respective insurance carriers, it is the intent of the Parties that insurance benefits provided for in this Article will commence on the first compensable working day of seniority members and that coverage will remain in effect continuously for the duration of this Agreement as long as the member is eligible for and considered employed by the Board. It is the understanding of the Parties that insurance benefits will start on the earliest date possible according to the terms of the insurance carriers contract, after the probationary period.
- 15.12 The Board will carry \$1,000,000.00 liability insurance for members.
- 15.13 For the appropriate coverage, the member will certify in writing that she/he is entitled to such insurance coverage. Violation of this certification may require the member to reimburse the Board for all payments made in her/his behalf. In addition, it is firmly understood that such member may be disciplined.
- 15.14 Upon termination of employment with the Board, the member's benefits as described above will cease to be paid by the Board. If the member is terminated or laid-off in June, insurance benefits will be continued until August 31.
- 15.15 If a member drops below the qualifying number of hours for fringe benefit coverage, the member will be dropped from fringe benefit coverage and not be eligible for reinstatement unless work hours are increased.
- 15.16 Notwithstanding the provisions of this paragraph, the terms of any contract or policy issued by an insurance company hereunder will be controlling in all matters concerning benefits, eligibility and termination of coverage, and other related matters as long as the Board complies with payment of timely premiums.
- 15.17 Any and all hospitalization and/or insurance coverage provided herein will be extended only to regular and permanent, full-time members unless specified otherwise in this Agreement.

- 15.18 Unmarried children who are full-time students and dependent on member support will be eligible for family member benefits for health through the dependent's twenty-six (26) birthday in accordance with law.
- 15.19 The Board will deposit monies in a Health Reimbursement Account (HRA) for each eligible member as defined under Section 105 (h) of the Internal Revenue Code (IRC) as set forth in Section 15.02 A. Members electing the base plan or Alternative 2 with a one-person benefit plan will have three hundred dollars (\$300.00) deposited each year. Members electing the base plan or Alternative 2 plan with a two-person benefit plan will have five hundred dollars (\$500.00) deposited each year. Members electing the base plan or Alternative 2 with a full family benefit plan will have seven hundred dollars (\$700.00) deposited each year. The HRA will operate on a calendar year (January to December). Members becoming eligible for this benefit during the year, other than January 1st will receive a prorated amount based on the number of months of coverage eligibility.

If there are remaining funds in a member's HRA at the end of the calendar year, one-half of the remaining HRA balance will be carried over to the next calendar year, not to exceed a carryover of \$1,200.

The HRA can be used to reimburse members for eligible medical expenses as defined by IRC 213.

Members who retire, resign or eligible dependents of members who die will continue to have access to the HRA money in their account at the time of leaving the District for one (1) year after the date of leaving. Retirees may submit the cost of their MPSERS health and dental insurance reimbursement from their monies remaining in their HRA.

**ARTICLE 16 – COMPENSATION**

- 16.01 The hourly rates of members covered by this Agreement are set forth in Schedules A, "Members Salary Schedule", which is attached to and incorporated in this Agreement. Schedule A, "Members Salary Schedule" is an hourly rate schedule from which the members will be paid for the years covered by this agreement. See Schedule A for wage rates and terms.
- 16.02 Approved travel expenses will be established each July 1st at the Internal Revenue Service mileage rate.
- 16.03 **LONGEVITY**
  - A. Seniority members will be eligible to receive longevity benefits on their biweekly pay check on the basis of their hourly rate, providing their services have been on a continuous basis with the Board. Longevity will be paid according to the table below:

Years of Service	Longevity
7	.80

10	.90
12	1.00
15	1.15
18	1.25
21	1.35
24	1.45

Employees hired after 31 December, 1997 are not eligible for the 7 year longevity payment.

- B. Years of experience for longevity will be earned by working for the Board in any capacity.
- C. An eligible year for longevity will be considered as those years in which a member has worked at least six (6) hours or more per day and has started work by November 1<sup>st</sup>.
- D. The longevity pay will be paid on the biweekly pay day.

#### 16.04 HOLIDAYS

All seniority members employed during the following holidays will not be required to work and will be paid for the day at their regular rate.

New Year's Day	1 day
Good Friday	1 day
Floating holiday*	1 day
*date to be determined by the Board	
Memorial Day	1 day
July 4	1 day
Labor Day	1 day
Thanksgiving Day	1 day
Friday following Thanksgiving	1 day
December 24	1 day
Christmas Day	1 day
December 26	1 day
December 31	1 day

- A. When a designated holiday falls on a Saturday, the Friday before will be observed as the holiday for the purpose of this Agreement. In the event that such holiday will fall on a Sunday, it will be observed for the purposes of this Agreement on the following Monday.
- B. When any of the designated holidays set forth above are observed during a member's regularly scheduled vacation, the member will be granted an additional day to be added to the end of his/her regularly scheduled vacation period.
- C. If any of these holidays fall on a scheduled school day, the Board and the Association will meet to re-schedule said holiday.
- D. Salary for a holiday will be paid when the scheduled work day preceding and succeeding the holiday is worked. If the member indicates that illness was the



cause of such absence, the member will furnish a doctor's statement, certifying the illness, within three (3) days after such absence if requested by the principal or supervisor or designee of the Board. Exceptions may be granted by the superintendent/designee for unusual circumstances beyond the control of the member.

#### 16.05 VACATIONS

A member will be eligible to receive accrued vacation benefits after attaining seniority. A seniority member will earn credit towards vacation with pay in accordance with the following schedule based on the service rendered during a fiscal year, July 1 to June 30:

	12 Month	10-1/2 Month	10 Month
Less than one year	pro-rated	pro-rated	pro-rated
1-4 complete years	10 days	8 days	8 days
5-11 complete years	16 days	11 days	10 days
12 complete years	17 days	11 days	10 days
13 complete years	18 days	12 days	11 days
14 complete years	19 days	12 days	11 days
15 complete years	20 days	13 days	12 days
16 complete years	21 days	14 days	13 days

- A. Yearly vacation days will be deposited front-loaded into individual RSPA members' vacation banks and must be used within eighteen months of the date deposited.
- B. Employees who attain seniority after their particular work year has begun will have their vacation days and the amount of time allocated to utilize them pro-rated.
- C. Vacations for twelve (12) month members will be scheduled at a time when they will not unduly interfere with or hamper normal operation of the school system as will be determined by the Board. Insofar as it is possible within this limitation, vacations will be scheduled at the time satisfactory to the member.
- D. A vacation may not be waived by a member and extra pay be received for work during that period.
- E. Vacations are to be arranged by mutual consent and are to be taken during the period following one (1) week after the school year ends and one (1) week prior to the official opening of school for the next school year or during a holiday period when school is not in session. Exceptions to this provision may be made by the superintendent/designee.
- F. Vacations for less than 12 month members are to be taken during days when work days are not scheduled and paid to the members at the end of the school year.

G. If the member requests to take vacation during the any recess, the request will be granted.

16.06 A. TERMINAL LEAVE PAY

In recognition of service to the Board, in any capacity a terminal leave payment of one hundred fifty-five dollars (\$155.00) per year will be paid to the retiring member upon his/her retirement provided the member will have been employed by the Board for at least ten (10) complete years.

B. SICK LEAVE PAYOFF

A member who is employed by the Board for five (5) or more years and who retires, resigns, is permanently laid off, or dies will be compensated for unused sick leave days. Thirty- seven and one half percent (37.5%) of the member's current daily rate will be paid for all unused earned sick leave days. This payment will be paid on the last regular paycheck the member receives. The maximum amount a member can receive under this plan is as follows:

Years of Service	
5 years	\$3000.00
10 years	\$5000.00

16.07 PREMIUM PAY

Anytime a member is assigned to work at a higher classification or a non-bargaining unit position with a higher salary, he/she will be paid at the higher rate for all days worked in the higher paying job. In no event will premium pay for non-bargaining unit positions exceed one dollar seventy cents (\$1.70) per hour. When a member works in a lower classification, there will be no loss of pay.

16.08 All new employees will be granted by the Board up to one (1) year credit on the salary schedule for prior Rochester Community Schools school work experience. Other outside credit will not be granted on the salary schedule. On July 1 of each year, each member having worked the previous six (6) months in continuous employment will receive one (1) pay scale step increase from their pay scale position on the Members Salary Schedule.

16.09 PAY GRADE/CLASSIFICATION LISTING

See Schedule B.

Members who are in the positions of High School Media Assistants as of August 24, 2004 will continue to be paid according to Schedule A Classification II pay rates for as long as they remain in those positions.

16.10 A member who believes his/her classification should be changed will notify the Association President. Upon receipt of the notice, the Association President will arrange for a Special Conference as provided in this Agreement. If a Supervisor believes a member's classification should be changed, the Supervisor will notify the Executive Director of Human Resources who will arrange for a special conference. The special

conference will determine if the position will be reclassified. No position can be reclassified without utilizing the special conference.

16.11 Members who possess a Bachelors Degree shall receive an annual stipend of five hundred twenty dollars (\$520.00) included in their contract amount. To be eligible, written proof of the Bachelors Degree must be on file in the Human Resource Office.

16.12 The Board will provide a Special Pay Plan (IRS Section 403 (b) for each member who retires, resigns, or dies. There will be no cost to the member for this benefit. Each member meets the following qualifications must use the Special Pay Plan for payment under Sections 16.04 and 16.05. The qualifications are:

- A. The member must be fifty-five (55) years of age or older on December 31 of the year in which he/she retires.
- B. The member must have been employed by the District for more than five (5) years.
- C. The Special Pay Plan amount must exceed \$1,000.

#### **AR TICLE 17 - MISCELLANEOUS PROVISION**

17.01 If any provision of this Agreement or any application of the Agreement to any member or group of members will be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extend permitted by law, but all other provisions or applications will continue in full force and effect.

- 17.02
- A. When school is closed because of snow or inclement weather, Association members are not expected to report to work. Paid Leave days will not be deducted from these days. If Association members are requested to work by their immediate supervisors they will be compensated by compensatory time off.
  - B. When a school or work site is forced to be closed because of unavoidable conditions, such as breakdown of equipment, etc., all members are expected to report to work. Under extreme and unusual conditions, the superintendent/designee will determine when working conditions are unsuitable and the member may be excused from work. Unless prior permission to remain away from work is granted, all time lost will be deducted from the member's pay as absent without pay.
  - C. When school is in session and closed early in the day because of inclement weather, Association members will be released from work by the superintendent/designee after it has been determined that students are safely on their way home.

- D. If the district is required to make-up a day(s) that school was closed in order to receive full state aid the member(s) will work the rescheduled day at no extra compensation as the member will have previously been paid.
- 17.03 Because every building has problems particular to itself, due to facilities, personnel, and the public, the involved members are encouraged to jointly develop solutions to the common problems that are not inconsistent with state law, Board policy, this Agreement or other higher authorities.
- 17.04 The Association, expecting its members to conduct themselves in all aspects of their job, responsibilities and employment in an ethical and proper manner, will exert all reasonable effort to rectify any action or attitude that may be considered improper.
- 17.05 The members will continue to have access of bulletin board use as in the past.
- 17.06 Copies of this Agreement will be printed at the expense of the Board and the Association will receive sufficient copies for distribution of its members within thirty (30) days of the signing of this Agreement.
- 17.07 The Board may make adjustments and modifications in working conditions it deems necessary for temporary and/or experimental work schedules, new and/or different methods of operations, and technological and/or innovative approaches in the overall work that the Board would like to make part of its operation. The changes made under this Section will be for a period of not more than one (1) year; extension of this time period must be mutually agreed upon by the Parties. Such changes may only be made if not inconsistent with the expressed terms of this Agreement.
- 17.08 The duties of any Bargaining Unit member or the responsibilities of any position in the Bargaining Unit will not be transferred to persons not covered by this Agreement. The Board agrees that non- bargaining unit personnel will not be used to displace members except in emergencies when members are not available.
- 17.09 The designation of ten (10) or ten and one-half (10-1/2) month members or others is for the sole purpose of referring to fringe benefits a member may be eligible for. It is not for the identification of length of annual work schedule or assignment.
- 17.10 If a member routinely does work for more than one administrator, it is the responsibility of the Board of Education to select the administrator the member reports to.
- 17.11 A substitute secretary may be hired for an absent member as follows:
- A. The first day of absence in a single staff office.
  - B. Beginning the third day of absence in a multi-staff office.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

- 18.01 A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises, there will be no stoppage or suspension of work because of such grievance; but such grievance will be submitted to the following grievance procedure.
- 18.02 A member, a group of members or the Association may file a grievance. A member or group of members may file a grievance without Association assistance but the Association will be provided a copy of the grievance by the Board. Upon receipt of the grievance the Association will be provided an opportunity to be present at all steps of the grievance procedure. Any resolution to a grievance will not be inconsistent with the terms of this Agreement. The term "grievant" will mean the Association, a member, or a group of members.
- 18.03 The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. All time limits herein will consist of working days unless otherwise specified.
- 18.04 The time limits specified herein for movement of grievances through the process will be strictly adhered to and may be relaxed or extended only by mutual consent of the Parties in writing. In the event that the seniority member fails to appeal a grievance or grievance answer within the stated time limits, the involved grievance will be deemed abandoned.
- 18.05 On the "Statement of Grievance" form at each step of the grievance procedure the member will indicate if he/she does not want Association representation at the grievance hearings.

### **STEP ONE - Administrator whose action is being grieved (oral)**

Within ten (10) working days of the time a grievance occurs, the matter may be presented to the administration with the objective of resolving the matter informally. Within five (5) working days after presentation of the grievance, the administration will give his/her answer orally to the grievant. The member may have a representative of the Association present, if requested. The grievant must clearly indicate to the administrator whenever a concern is being expressed as a grievance.

### **STEP TWO - Administrator whose action is being grieved (written)**

If the grievance is not resolved in Step One, the grievant must, within five (5) working days after receipt of the administrator's answer, submit to the appropriate administrator a signed, written "Statement of Grievance" signed by the member involved. The "Statement of Grievance" will name the member involved, state the facts giving rise to the grievance, identify the provisions of this Agreement alleged to be violated by appropriate reference, state the contention of the member with respect to these provisions, indicate the relief requested and will be signed by the member involved. If the grievance is not filed at step one, it must be filed at step two within twenty (20) working days of the occurrence.

A meeting on the grievance will take place between the grievant, Association representative and the immediate administrator within ten (10) working days after receipt of the written grievance.

The administrator will give the grievant an answer in writing within ten (10) working days after the date of the meeting indicated in Step Two.

**STEP THREE - Director of Human Resources (written)**

If the grievance is not resolved in Step Two, it must be submitted (as stated in Step Two) within five (5) days of the Step Two answer to the Director of Human Resources/designee. The Director of Human Resources/designee and the aggrieved employee and representatives of the Association will meet within ten (10) days in an attempt to resolve the matter. The Director of Human Resources/designee will render a written decision within ten (10) working days of the meeting of the parties as indicated in Step Three.

A grievance affecting more than one work location, a grievance filed by the Association, or a grievance arising out of action taken by a Central Office Administrator, unless the administrator is the supervisor will be filed at step three within ten (10) working days of the time a grievance occurs or the grievant has knowledge of the action which is the cause of the grievance.

**STEP FOUR - Binding Arbitration (written)**

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of the Association, provided written notice of the demand for arbitration is delivered to the superintendent/designee within fifteen (15) working days from the date of the written decision at Step Three. The Party seeking arbitration will file a demand with the American Arbitration Association. The arbitrators will then be selected according to the rules of the American Arbitration Association. The case will be heard and presented in accordance with the rules of the American Arbitration Association. The arbitrator will hear the grievance in dispute and will render his/her decision in writing and will set forth his/her findings and conclusions with respect to the issues submitted to arbitration.

**POWERS OF THE ARBITRATOR**

It will be the function of the arbitrator, and he/she will be empowered, except as his/her powers are limited below, after one investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

- A. He/she will have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. He/she will have no power to establish salary scales or change any salary.
- C. He/she will have no power to rule on any of the following:

- 1) The termination of services of or failure to re-employ any probationary member except for legal activities.
  - 2) The placing of a probationary member on additional probation.
  - 3) Any matter involving member evaluation.
- D. He/she will have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/her powers will be limited to deciding whether the Board has violated the express Articles or Sections of this Agreement; and he/she will not imply obligations and conditions binding upon the Board from this Agreement. It being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- E. In rendering decisions, an arbitrator will give due regard to the responsibility of management and will so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- F. If either Party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator will have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it will be referred back to the Parties without decision or recommendation on its merits.
- G. There will be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It will be binding on the Association, its involved members, and the Board.
- H. The fees and expenses of the arbitrator will be shared equally by the Parties. All other expenses will be borne by the party incurring them, and neither Party will be responsible for the expense of witnesses called by the other. The cost of any arbitration hearing being rescheduled will be borne by the party requesting the rescheduling.
- I. **CLAIMS FOR BACK PAY**  
All grievances must be instituted within thirty (30) days from the time the alleged violation was to have occurred. The Board will not be required to pay back wages more than thirty (30) working days prior to the date a written grievance is filed.
- 1) All claims for back wages will be limited to the amount of wages that the member would otherwise have earned.

- 2) No decision in any one case will require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representation case.
- J. Unless agreed otherwise, an arbitrator will have power to hear or determine only a single grievance in a single arbitration hearing.
- 18.06 The failure of an administrator to communicate his/her decision to the member within the specified time limit will permit the members to proceed to the next step in the grievance procedure, if he/she so desires.
- 18.07 It will be the general practice of all Parties to process grievances excluding arbitration during times which do not interfere with or cause interruption of the member's work program. Release time will be granted only upon mutual consent of the aggrieved member, the Association, and the superintendent/designee. Such released time will be without loss of pay to the extent required for such participation in actual meetings with the Board or its designated representatives.
- 18.08 A grievance may be withdrawn at any Step without precedence and without prejudice. Once a grievance is withdrawn without precedence, it may not be refiled. However, a new grievance may be filed if the Board repeats the action that was the basis for the original grievance.
- 18.09 The filing of a grievance will in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- 18.10 Any written Agreement reached between the Board and the Association is binding on all members affected and cannot be changed by any individual.
- 18.11 Where more than one (1) written grievance involving the same issue has been filed and processed through the grievance procedure to Step Three, the Parties may by mutual written Agreement at Step Three, select one of the grievances as representative of the group. The remaining grievance(s) will then be held in abeyance at Step Three while the selected representative grievance is processed further in the grievance procedure. The ultimate disposition of the selected grievance will then be applicable to the remaining grievances held at Step Three.
- 18.12 Members will follow all written and verbal directions even if such directions are allegedly in conflict with the provision of this Agreement. Compliance with such directions will not in any way prejudice the member's right to file a grievance within the time limits contained herein, nor will the compliance affect the ultimate resolution of the grievance.
- 18.13 In the event, however, in the handling of a grievance it becomes necessary for an Association representative to leave work, permission will first be obtained from the



supervisor or principal. The privilege of Association representatives leaving work during working hours without loss of time or pay is subject to the understanding that such time will be devoted to the proper handling of the grievance. This will be done, as expediently with as little interruption of work as possible; they must not leave their workstation unattended unless permission has been granted.

- 18.14 If the president or vice-president is required to go into another building other than his/her own in the handling of a grievance, the principal at both buildings (or all building involved) must be notified; permission will be granted provided that it does not unduly interfere with or interrupt or affect work or school operations or assigned duties. It is the responsibility of the president or vice president to report to the building principal before their conference with any member.
- 18.15 The Board will have the responsibility of establishing and providing the "Statement of Grievance" forms and the informal step forms for use by the member and will make said forms available to the member.
- 18.16 All arbitration hearings will be held in the District whenever possible.

#### **ARTICLE 19 - WAIVER**

- 19.01 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, neither the Board nor the Association, for the life of this Agreement, unless mutually agreed will be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.
- 19.02 The Parties agree that this Agreement is intended to be in compliance with state law. Therefore, changes in state law that impact wages, hours, and/or terms and conditions of employment not addressed herein will be referred to Special Conference as provided in Article 23.

#### **ARTICLE 20 - ENTIRE AGREEMENT**

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the Parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Parties in a written and signed amendment to this Agreement.

## **ARTICLE 21 - NO STRIKE**

- 21.01 The Association agrees that it or the members will not authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379. Strike will also be defined to include slow-downs, stoppages, sit- ins, boycotts, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation at any of the facilities of the Board.
- 21.02 In the event of any such violation of this Article, the Association will endeavor to return the members to work as expediently and quickly as possible by:
- A. Deliver immediately to the Board a notice addressed to all members repudiating such acts of the members and ordering them to cease such acts and return to work; and
  - B. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
- 21.03 There will be no liability for damages on the part of the Association if it promptly takes such action as indicated herein.
- 21.04 The Board will have the right to discipline, including discharge, any member for taking part in any violation of this Article.
- 21.05 Should differences arise between the Board and the Association and/or members as to the interpretation or application of the provision(s) of this Agreement or should any dispute of any kind arise, it is agreed that there will not be work stoppages, walk- outs, or slow-downs, picketing, etc. or any other type of concerted action until the entire grievance procedure has been exhausted and said situation resolved.

## **ARTICLE 22 - BOARD'S RIGHTS**

- 22.01 Nothing contained herein will be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Law or any other laws or regulations. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- 22.02 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board will continue to vest

in and be exercised by the Board. Such rights will include, by way of illustration, the right to:

- A. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge members for just cause, transfer members, assign work or duties to members, determine the size of the work force and to lay off members, but not conflict with the provisions of this Agreement.
- D. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
- E. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, building, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
- F. Determine the placement of operations, productions, service, maintenance, or distribution of work, and the source of materials and supplies.
- G. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- H. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board will not abridge any rights from members as provided for in this Agreement.
- I. Determine the policy affecting the selection, testing, or training of employees providing that such selection will be based upon lawful criteria, and not in conflict with this Agreement.
- J. The Board will continue to have the right to establish, modify, or change any condition not in conflict with this Agreement.

- K. To establish hiring procedures and qualifications.
- L. To establish course of instruction and in-service training programs for members.
- M. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.
- N. The Board will continue the right to determine and re- determine job content.

The above are not to be interpreted as abridging or conflicting with any provision in this Agreement.

22.03 The exercise of the foregoing powers, rights, authority, duties, and responsibilities stated or implied by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in compliance with the law and the Constitution of the State of Michigan and the law and Constitution of the United States.

### **ARTICLE 23 - SPECIAL CONFERENCE**

- 23.01 There will be established under this Article a closed forum, hereinafter called "Special Conference". It is understood by the Parties that the Special Conferences are not to be construed or utilized as a grievance hearing. It is not to be considered as negotiations.
- 23.02 Special Conferences for important matters will be arranged by the Association and the Board. The Association may appoint not more than four (4) members to represent the Association and the Board may have a like number if it so desires. Such meeting will be between at least two (2) representatives of the Board and the Association.
- 23.03 Arrangements for the conferences will be made in advance and an agenda provided, in writing, prepared by the Party requesting the conference. The agenda will be presented at the time the conference is requested. Matters taken up in Special Conference will be confined to those matters included in the agenda. The names of the persons to be present will be submitted prior to the conference.

### **ARTICLE 24 - MEMBER'S EVALUATION**

- 24.01 It is understood that the ultimate decision with respect to evaluation is the exclusive prerogative of the Board, except as restricted by this Agreement.
- 24.02 The evaluation will be conducted by the immediate supervisor.

- A. In the case of a member assigned to multiple positions/locations, the evaluation will be done by the supervisor having the majority hours assigned to the member, unless otherwise agreed upon by all parties.
  - B. The evaluating supervisor will gather input from additional sources as needed.
- 24.03 Following each formal evaluation, which will include a conference with the evaluator, the member will sign and be given a copy of the evaluation report prepared by the evaluator. In no case will the member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. All written evaluations are to be placed in the member's personnel file.
- 24.04 The member may disagree with any portion of the evaluation and state in writing the reason(s) for the disagreement, within ten (10) working days. The written statement of disagreement will become part of the evaluation.
- 24.05 All evaluations must be completed by June 1 of the evaluation cycle on the form included in this Agreement, with standards for evaluation enumerated in all areas to be evaluated. An evaluation of "does not meet expectations" by the immediate supervisor will require justification and substantiation, together with suggestions and timelines for improvement.
- 24.06 **PROCEDURE**

The Evaluation Form is to be completed by the member's supervisor prior to the end of a probationary or trial period, and at least once every two years thereafter. The immediate supervisor will confer with the member and provide the member with a copy of the evaluation.

- 24.07 The contents of the evaluation are not subject to grievance procedure, however, procedural violations are subject to the grievance procedure.

## **ARTICLE 25 - TRAINING, IN-SERVICE & CONFERENCES**

- 25.01 The Board supports the concept of conferences, workshops, and appropriate in-service training sessions. Expenses will be paid according to the Rochester Community Schools' Board Policies, Administrative Regulations, and District Guidelines for a member if the written request is approved by the Board. The decision regarding conferences, workshops, or in-service training sessions by the Board will be final.
- 25.02 Members who receive approved training which will help them in the performance of their job duties will be reimbursed for the tuition costs for such classes.
- 25.03 To be reimbursed for tuition costs, the member will have prior approval and submit receipt for tuition and proof of satisfactory completion of the course to his/her immediate supervisor.

25.04 All members are encouraged to train and prepare for promotional opportunities. To that end, there shall be scheduled two mandatory (2) half-day professional development sessions throughout the school year. These sessions will be developed mutually by both parties

**ARTICLE 26 - DURATION OF AGREEMENT**

This Agreement represents the entire Agreement between the Board and the Association and shall become of full force and effect from and shall continue in full force and effect until midnight, June 30, 2012.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives of this \_\_\_\_April, 2011

ROCHESTER SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

ROCHESTER BOARD OF EDUCATION

\_\_\_\_\_  
Ernestine Tillage, President

\_\_\_\_\_  
Barb Cenko, President

\_\_\_\_\_  
Jan Tignanelli, Vice President

\_\_\_\_\_  
Gerald Moore, Secretary

\_\_\_\_\_  
Cathy Leinonen, Secretary

\_\_\_\_\_  
David Pruneau, Superintendent

\_\_\_\_\_  
Eduarda Crain  
Executive Director

MEMBERS OF THE ROCHESTER SUPPORT PERSONNEL ASSOCIATION MEA/NEA NEGOTIATING TEAM:

MEMBERS OF THE BOARD'S NEGOTIATING TEAM:

ERNESTINE TILLAGE  
LISA KWASEK  
JAN TIGNANELLI  
EDUARDA CRAIN

WILLIAM MULL  
ELIZABETH DAVIS

**ROCHESTER COMMUNITY SCHOOLS BOARD OF EDUCATION**

Barb Cenko, President  
Jennifer Berwick, Vice President  
Gerald Moore, Secretary  
Lisa Nowak, Treasurer

Chuck Coutteau, Trustee  
Marty Sibert, Trustee  
Beth Talbert, Trustee

**SCHEDULE A**  
**Rochester Secretaries**  
**Members Salary Schedule and Pay Grades**

2009/10	2010/11		
STEP	I	II	III
0	14.39	14.70	15.19
1	14.93	15.35	15.91
2	15.49	16.02	16.62
3	16.02	16.51	16.99
4	17.17	17.60	18.14
5	18.38	19.00	19.64
Represents wage reduction of -2% from 2010/11			
2011/12	I	II	III
0	14.10	14.41	14.89
1	14.63	15.04	15.59
2	15.18	15.70	16.28
3	15.70	16.18	16.65
4	16.83	17.25	17.78
5	18.01	18.62	19.25

**SCHEDULE B**  
**Pay Grade/Classification Listing**

**Classification I**

- 4.04 Secretary to High School Assistant Principals
- 4.07 Guidance Secretary - Middle School
- 4.08 Guidance Secretary High School
- 4.09 Media Assistant – Elementary & Middle School
- 4.11 Media Assistant - High School
- 4.13 Secretary to the Special Education Staff
- 4.14 Secretary for Special Education Student Records & Services
- 4.16 Attendance Secretary High School
- 4.23 Human Resource Secretary
- 4.24 Secretary to Supervisor of Food Services
- 4.25 Secretary to Supervisor of Student Enrollment
- 4.26 Transportation Secretary
- 4.29 Secretary to Supervisor of Maintenance & Grounds
- 4.32 Foundation Secretary
- 4.35 Human Resources Clerk
- 4.36 Transportation Dispatcher
- 4.41 Receptionist - Administration Center
- 4.43 Media Assistant - District IMC
- 4.44 Secretary to Enrichment Supervisor
- 4.48 Bookkeeper/Secretary - Middle School
- 4.50 Bookkeeper/Secretary High School
- 4.56 Adult Education/SLP Secretary
- 4.57 Secretary to Supervisor of Children's Programs
- 4.90 Clerk/Typist

**Classification II**

- 4.01 Secretary to Elementary Principal
- 4.02 Secretary to Middle School Principal
- 4.03 Secretary to High School Principal
- 4.06 Records Secretary - High School
- 4.12 Secretary to Director of Educational Technology & Information Services
- 4.17 Athletics Secretary
- 4.18 Secretary to Director of Operations
- 4.19 Community Relations Secretary
- 4.20 Secretary to Director of Special Education
- 4.21 Secretary to Associate Principal, A.C.E.
- 4.22 Secretary to Directors in Curriculum Department
- 4.27 Facilities Secretary
- 4.31 Bookkeeper - Business Office
- 4.34 Payroll Clerk
- 4.37 Employee/Substitute Services Clerk
- 4.49 Bookkeeper – Food Service
- 4.54 Accounts Payable Clerk - Business Office
- 4.55 Development & Marketing Secretary
- 4.91 Secretary to Purchasing Department

**Classification III**

- 4.30 Senior Bookkeeper - Business Office



**SCHEDULE E**  
**Secretarial/Clerical Evaluation**

***ROCHESTER COMMUNITY SCHOOLS***

SECRETARIAL/CLERICAL EVALUATION

DATE:

Employee Name:

Position:

Building:

*Purpose: The purpose of conducting an evaluation is to provide an opportunity to discuss an employee's job performance. Feedback as to both strong and weak points can improve job efficiency and productivity. While a written, formal evaluation and conference are to be conducted regularly, it should be clearly understood that daily self-evaluation is an integral part of improving job performance.*

*Process: The Evaluation Form is to be completed by the employee's supervisor prior to the end of a probationary or trial period, and at least once every two years thereafter.*

*The supervisor may provide for input from the evaluatee through a self-evaluation form prior to finalizing the evaluation. A conference shall be held in which the evaluator and the evaluatee discuss the contents of the supervisor's evaluation form, and if completed, the self-evaluation form. If the employee disagrees with the supervisor's evaluation, s/he may attach a written statement to the evaluation.*

*A copy of the evaluation form will be given to the employee; the original will be inserted into the employee's personnel file.*

**RATING SCALE**

M = Consistently meets or exceeds expectations

N = Needs improvement in meeting expectations

U = Unsatisfactory in meeting expectations

1. KNOWLEDGE OF WORK

M	N	U

Knows what is to be done  
 Follows appropriate procedures  
 Knows equipment and materials  
 Learns new procedures quickly

Comments:

2. QUALITY OF WORK

M	N	U

Work is as expected  
 Accuracy of work  
 Thoroughness of work  
 Neatness of work  
 Reliability of work  
 Follows through on work

Comments:

3. INITIATIVE

M	N	U

Performs assigned tasks in a confident  
 eager manner without detailed instructions  
 Shows interest in work  
 Tackles difficult jobs  
 Sees things to be done  
 Able to work without constant supervision  
 Adjusts to new situations

Comments:

4. RESPONSIBILITY

M	N	U

Willing to assume responsibility for assigned  
 jobs  
 Meets deadlines  
 Accountable for results and actions  
 Demonstrates a sense of duty to the District  
 Carries out responsibilities listed in job

Comments:

5. INTERACTIONS WITH OTHERS

M	N	U

Interacts appropriately with others  
 Is courteous  
 Is cooperative  
 Is tactful  
 Treats others with respect  
 Listens to concerns and attempts to solve problems  
 Follows proper channels of communication

Comments:

6. PERSONAL QUALITIES

M	N	U

Appropriate appearance and behavior  
 Eager to improve performance  
 Eager to improve skills and knowledge  
 Is dependable  
 Is punctual and not frequently absent  
 Maintains a neat work area  
 Works efficiently under pressure or in emergency situations

Comments:

*Based on your observations, please list:*

- Areas of performance where this employee is particularly effective:
- Areas of job performance that could be improved:

Briefly describe suggested course of action for improvement and indicate date of post-evaluation conference to discuss progress: Date of post-evaluation conference:

OVERALL EVALUATION RATING FOR THIS EMPLOYEE'S JOB EFFECTIVENESS:

\_\_\_\_\_  
Signature of Administrator Conducting the Evaluation  
Date

*TO BE COMPLETED BY THE EMPLOYEE:*

\_\_\_\_\_  
I have reviewed this evaluation with my supervisor and have  
been given  
a copy.

\_\_\_\_\_  
I will attach a personal statement to this evaluation.

\_\_\_\_\_  
Signature of Employee  
Date  
*The presence of the employee's signature indicates that the evaluation  
form has been reviewed by the employee -- it does not imply agreement  
with the evaluation*

DISTRIBUTION:

Employee  
Administrator/Supervisor  
Employee's personnel file (original)

#108seceval/pz

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