

# **AGREEMENT**

between

**ROSCOMMON AREA PUBLIC SCHOOLS**  
formerly  
**GERRISH-HIGGINS SCHOOL DISTRICT**  
**BOARD OF EDUCATION**  
**Roscommon, Michigan**

and

**UNITED STEELWORKERS**  
**AFL-CIO•CLC**  
**on behalf of Local Union 15095-04**

July 1, 2012  
through  
June 30, 2014

**TABLE OF CONTENTS**

	<u>Page</u>
AGREEMENT .....	1
ARTICLE I – RECOGNITION .....	1
Section 1.1: Bargaining Unit .....	1
Section 1.2: Temporary Help.....	1
Section 1.3: Substitutes.....	1
Section 1.4: Summer Help.....	2
Section 1.5: Credit for Time as Substitute.....	2
ARTICLE II – PURPOSE AND INTENT .....	2
Section 2.1: Purpose .....	2
Section 2.2: No Other Organization .....	2
Section 2.3: No Discrimination .....	2
Section 2.4: Emergency Manager.....	3
ARTICLE III – RIGHTS OF THE EMPLOYER	3
ARTICLE IV – DUES AND FEES .....	4
Section 4.1: Deductions (Check-off) .....	5
Section 4.2: Union Membership, Present Members .....	5
Section 4.3: Union Membership, New Employees.....	5
Section 4.4: Service Fee.....	5
Section 4.5: Failure to Comply .....	5
Section 4.6: Notice of New Employees.....	5
ARTICLE V – WORKWEEK .....	5
ARTICLE VI – ODD SCHEDULES.....	6
ARTICLE VII – OVERTIME PAY .....	6
Section 7.1: Overtime Premium.....	6
Section 7.2: Overtime Distribution.....	7
Section 7.3: Exclusions and Offsets .....	7
ARTICLE VIII – HOLIDAYS .....	7
Section 8.1: Paid Holidays.....	7
Section 8.2: Holiday Overtime .....	7
Section 8.3: Additional Paid Holidays.....	8
ARTICLE IX – VACATIONS .....	8
Section 9.1: Vacation Days.....	8
Section 9.2: Scheduling .....	8
Section 9.3: Less Than Forty Hour Jobs.....	9
Section 9.4: Unused Vacation Pay.....	9
Section 9.5: Christmas and Spring Recess.....	9

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ARTICLE X – SICK LEAVES .....	10
Section 10.1: Maternity Leave.....	10
Section 10.2: Sick Leave.....	10
ARTICLE XI – FUNERAL LEAVE.....	11
ARTICLE XII – PERSONAL LEAVE DAY.....	12
ARTICLE XIII – LEAVE OF ABSENCE .....	12
Section 13.2: Union Leave.....	13
Section 13.3: Sub Leave .....	13
ARTICLE XIV – MILITARY SERVICE .....	13
Section 14.1: Re-employment Rights .....	13
Section 14.2: Educational Leave of Absence .....	13
Section 14.3: Disabled Returning Veterans .....	14
Section 14.4: Special Vacation Provisions .....	14
Section 14.5: Military Encampment Allowance.....	14
ARTICLE XV – JURY DUTY.....	15
ARTICLE XVI – VOLUNTEER FIREMAN.....	15
ARTICLE XVII – GRIEVANCE PROCEDURES .....	16
Section 17.1: No Stoppage of Work .....	16
Section 17.2: Alternative Methods .....	18
Section 17.3: Failure to Proceed .....	18
Section 17.4: Time Limits.....	18
Section 17.5: Union Representative’s Authority .....	18
Section 17.6: Grievance Meetings .....	19
Section 17.7: Employees Called to Meetings .....	19
Section 17.8: Disciplinary or Discharge Notice .....	19
ARTICLE XVIII – REPORTING FOR WORK .....	19
ARTICLE XIX – JOB CLASSIFICATIONS.....	20
ARTICLE XX – PROBATIONARY PERIOD .....	21
ARTICLE XXI – LUNCH AND RELIEF PERIODS .....	21
Section 21.1: Lunch Periods .....	21
Section 21.2: Relief Period .....	21

---

ARTICLE XXII – SENIORITY .....	21
Section 22.1: Principle of Seniority .....	21
Section 22.2: Loss of Seniority .....	22
Section 22.3: Seniority Supervisors .....	22
Section 22.4: Job Posting .....	22
ARTICLE XXIII – ON THE JOB INJURY .....	23
ARTICLE XXIV – RETIREMENT .....	24
ARTICLE XXV – DISCIPLINE, PENALTY FOR VIOLATING RULES & REGULATIONS ....	24
ARTICLE XXVI – SALARY AND FRINGES .....	25
Section 26.1: Classifications .....	25
Section 26.2: Weekend and Holiday School Coverage .....	26
Section 26.3: Special Education Para-Professionals .....	27
Section 26.4: Mileage .....	27
Section 26.5: Overnight Events .....	27
Section 26.6: Longevity Pay .....	27
Section 26.7: Medical Insurance .....	28
Section 26.8: Payment .....	29
Section 26.9: Payment in Lieu of Health Insurance Coverage .....	29
Section 26.10: Dental Insurance .....	29
Section 26.11: Vision Insurance .....	29
Section 26.12: Life Insurance .....	29
ARTICLE XXVII .....	30
Section 27.1: Building Inspections .....	30
Section 27.2: Uniforms .....	30
ARTICLE XXVIII – WAIVER .....	30
ARTICLE XXIX – SCHOOL CALENDAR .....	30
ARTICLE XXX – DURATION .....	31
Section 30.1: Termination .....	31
SIGNATURE PAGE .....	31
SENIORITY LIST .....	33

## **AGREEMENT**

This Agreement made and entered into this 15<sup>th</sup> day of August, 2012, by and between Roscommon Area Public Schools (formerly Gerrish-Higgins School District) Board of Education, Roscommon, Michigan, whose delegated authority resides in the Superintendent of Schools, which is hereinafter referred to as the District, and the United Steelworkers, AFL-CIO•CLC, on behalf of Local Union Number 15095-04, hereinafter referred to as the Union.

### **ARTICLE I** **RECOGNITION**

#### **Section 1.1: Bargaining Unit**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the District hereby recognizes the Union as the exclusive bargaining representative of all clerks, mechanics, secretaries, custodians, classroom para-professionals and special education para-professionals, excluding all remaining non-instructional employees, professional employees, Superintendent's secretary, and supervisory employees, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. Employees working less than fifteen (15) hours per week will not be included in the bargaining unit and will not accrue seniority. Such employees will not be used to diminish regular workweek earnings opportunities for bargaining unit employees. Before any bargaining unit employee is laid off, those employees working less than fifteen (15) hours per week in that classification will be removed. The employees working less than fifteen (15) hours per week will be covered by ARTICLE XXVI and will not be used to erode the bargaining unit.

#### **Section 1.2: Temporary Help**

Persons hired for thirty (30) calendar days or less shall be considered as temporary help and will be trained for one (1) shift in the effected classification before placing alone on the job. Either time limit may be extended by the District and the Union. Temporary help will not be included in the bargaining unit and will not accrue seniority. Temporary help will not be used to diminish regular workweek earnings opportunities for bargaining unit employees.

#### **Section 1.3: Substitutes**

Substitutes may be used to fill vacancies caused by employees absent for reasons of illness, vacation or other provisions of this Agreement. In cases involving changes in location, wages, starting times or in the number of hours worked, or vacancies of ten (10) workdays or more, seniority employees will be granted their choice with the substitute assuming the residual position if the senior employee in that group has the present ability to perform the work. Substitutes will not be included in the bargaining unit and will not accrue seniority. Substitutes will not be used to diminish regular workweek earnings opportunities for bargaining unit employees.

**Section 1.4: Summer Help**

Summer help employees may be used to augment the existing workforce for the summer months. Bargaining unit employees who are normally off during the summer months and are interested in filling these positions will notify the superintendent in writing annually of their interest. During the summer break, employees who successfully bid into a different classification than they normally would have worked shall not accrue seniority during that time frame.

Available positions will be filled applying the following priority: Availability, qualification to do the work, and seniority.

Summer Help employees will be paid eighty percent (80%) of the base pay for the job being filled.

**Section 1.5: Credit for Time as Substitute**

In the event a temporary or substitute employee is hired to fill a posted bargaining unit position, he/she will be credited with one-half (½) of their time served in the temporary or substitute position for purposes of completing their probation. Credit will be limited to a maximum of forty (40) days.

**ARTICLE II**  
**PURPOSE AND INTENT**

**Section 2.1: Purpose**

The general purpose of this Agreement is to promote orderly and peaceful labor relations for the mutual interest of the School District, the employee, and the Union.

The District and the Union shall encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees. It is the general purpose of this Agreement to promote the mutual interests of the District and its employees and to provide for the operation of the services provided by the District under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operations, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions of service. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes. During the term of the agreement, both parties agree to meet at the request of either party at a time mutually agreeable, for the purpose of discussing any provisions in the Agreement.

**Section 2.2: No Other Organization**

The District will not negotiate with any other operation group or organization claiming representation during the term of this Agreement.

**Section 2.3: No Discrimination**

The provisions of this Agreement shall be applied equally and without favoritism to all employees in the Bargaining Unit. There shall be no discrimination as to sex, age, marital status, race, color, creed, national origin or political affiliation.

**Section 2.4: Emergency Manager**

An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this agreement as provided in the Local Government and School District Accountability Act, 2011 Public Act 4.

**ARTICLE III**  
**RIGHTS OF THE EMPLOYER**

The District reserves and retains, subject to the terms of this Agreement, all rights to manage and direct its work forces, such as the determination of policies, operators, assignment, schedules, discipline and layoffs for the orderly and efficient operation of the District.

The District, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, subject to terms of this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the General School Laws of the State of Michigan, and any modifications made thereto, and any resolution passed by board elected or appointed officials. Further, all rights which ordinarily vest in and are exercised by Employers except such as are specifically relinquished herein are reserved to and remain vested in the District, including but without limiting the generality of the foregoing right:

- a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- b) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- c) To sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities, or to permit District employees not included in the bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of District services;
- d) To determine the number, location, and type of facilities and installations;
- e) To determine the size of the work force and increase or decrease its size;
- f) To hire, assign and layoff employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday.

- g) To direct the work force, assign work and determine the number of employees assigned to operations;
- h) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications, and to establish wage rates for any new or changed classifications;
- i) To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;
- j) To establish work schedules;
- k) To discipline and discharge employees for cause;
- l) To adopt, revise and enforce working rules and carry out cost and general improvement programs;
- m) To transfer, promote and demote employees from one classification, department or shift to another;
- n) To select employees for positions and to determine the qualifications and competency of employees to perform available work.

The District agrees that the rights of the Union are specifically listed herein, that all subjects not specifically listed herein are retained by the District, and that the Union further agrees to waive its right to grieve concerning the contemplation, approval, application, implementation or adoption of any management right, whether heretofore above listed or not.

## **ARTICLE IV** **DUES AND FEES**

### **Section 4.1: Deductions (Check-Off)\***

The Employer agrees to deduct (check-off) from the wages of employees in accordance with the expressed terms of a signed authorization, the initiation fees, monthly dues and service fees in amounts designated by the Union. Such deductions will be made from one pay each month.

With respect to all the sums deducted by the Employer pursuant to authorization of the employee, the Employer agrees promptly to remit to the International Secretary-Treasurer of the Union, at the address which is designated, such sums deducted, along with a list of employees and their respective deductions. A copy of such list shall be furnished to the Financial Secretary and Unit President of the Local Union.

*\*The Union and the Board agrees if the current Court injunction stands, the current 4.1 language remains in effect. It is further agreed that if the current injunction is not upheld than the proceeding language will be ineffective immediately and the District will not collect Union dues.*



**Section 4.2: Union Membership, Present Members**

Any employee who is a member of the Union in good standing on the effective date of this Agreement shall, as a condition of employment, maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

**Section 4.3: Union Membership, New Employees**

Any employee hired after the effective date of this Agreement shall, as a condition of employment, starting thirty (30) days after the effective date of this Agreement or upon completion of the probationary period, whichever is later, acquire and maintain membership in the Union, to the extent of paying the initiation fees and periodic membership dues uniformly required of all Union members.

**Section 4.4: Service Fee**

In the event an employee does not wish to become a member of the Union or wish to sign a dues check-off card, he may refuse, without being in violation of Section 4.3, provided that on the thirtieth (30th) day after the signing of this Agreement or upon completion of the probationary period, whichever is later, the employee signs a service fee check-off authorization form authorizing the deduction of a service fee equal to the initiation fees and periodic membership dues uniformly required of all Union members on a form furnished by said Union.

**Section 4.5: Failure to Comply**

In the event an employee refuses to comply with Section 4.3 or 4.4 he shall be subject to discharge only after official notice from the International Union.

**Section 4.6: Notice of New Employees**

Newly hired employees will be given an authorization card and the Financial Secretary and Unit President of the Local Union will be notified in writing of all new hires within thirty (30) days after the affected employee completes their initial probation period, showing their rate of pay, name, date of hire, address and phone number, if any, place of hire, starting and quitting time, and status. Responsibility for signing the card rests with the newly hired employee and the Local Union. The Union shall receive an updated seniority list in January and July.

**ARTICLE V**  
**WORKWEEK**

The regular workweek for all forty (40) hour employees who have one (1) year of service by the start of the 2011-2012 school year shall consist of five (5) consecutive days, eight (8) hours per day, forty (40) hours per week; but in any case, consecutive hours with the same start time each day.

The regular workweek for all other Union employees shall consist normally of five (5) consecutive days, normally eight (8) hours per day or less; but in any case, consecutive hours

with the same start time each day, forty (40) hours per week. Shifts for each building (day, afternoon and midnight) shall be established one week prior to the opening of school each school year. It is agreed that employees working a particular shift at the conclusion of one school year shall continue on the same shift at the beginning of another school year unless removed for just cause. Should the operation of the District require that shifts of an individual or the employee in a given building need to be changed the Superintendent is authorized to change the starting time not more than two (2) hours earlier or not more than two (2) hours later.

## **ARTICLE VI** **ODD SCHEDULES**

Odd schedules are often required, and by necessity, must continue in this manner. It is agreed that odd schedules will be avoided as much as possible. If an odd schedule is needed, the employees and the Union will be notified as much in advance as possible. An odd schedule is defined as a pre-arranged work schedule which does not conform to the regular schedule worked by the day person, does not conform to the schedule worked by a shift person, nor is it a regularly established second or third shift. **Exception to the above shall be during Christmas and Spring recess:** the normal workday for Custodians shall be between 7:00 a.m. and 6:30 p.m. The effected Custodians shall have the option to start their shift at 7:00 a.m. or 10:00 a.m. No other shifts or start time options shall be available.

Flexibility in shift hours for irregular events or holidays is acceptable as long as it is mutually agreed upon between the supervisor and the member without intimidation.

## **ARTICLE VII** **OVERTIME PAY**

### **Section 7.1: Overtime Premium**

A. Time and one-half (1½) will be paid for hours worked in excess of forty (40) hours per week, eight (8) hours per day or on Saturdays and Sundays if they are not part of the regular workweek.

B. By mutual agreement, Comp time may be exchanged in lieu of overtime payment. Comp time shall be taken at the rate of 1½ times actual hours worked. Time may be taken off at the employee's option, with management approval. Employee may accumulate up to sixteen (16) hours of Comp time. Any time not used by June 30th of each year shall be paid at the employee's base rate.

**Section 7.2: Overtime Distribution**

New employees, upon completion of the probationary period, will be credited with overtime equal to the maximum in their assigned building. Refusal of overtime will be credited as overtime worked. Overtime will be accumulated by the employee in their assigned building.

If overtime is required, it will first be offered to employees in the building, then to other District employees in the same classification by seniority on a revolving basis provided they have the skill and ability necessary to perform the available work. Overtime shall not be offered to probationary, temporary, or substitute employees unless all seniority employees have refused.

**Section 7.3: Exclusions and Offsets**

The payment of overtime for any hour excludes that hour from consideration of overtime payment on any basis, thus eliminating a double overtime payment. Schedules will not be changed to offset or avoid the payment of overtime. Vacation, paid sick leave, holidays, and any paid leave (other than un-reimbursed) shall be counted as time worked for the purpose of computing overtime pay. Time lost on Union business will also be counted.

**ARTICLE VIII**  
**HOLIDAYS**

**Section 8.1: Paid Holidays**

Time off with pay shall be given to all permanent employees for the following holidays, provided they occur on a regular scheduled workday:

1. New Year's Day
2. Memorial Day
3. July 4th
4. Labor Day
5. Thanksgiving Day and the Friday after
6. Christmas Eve
7. Christmas Day
8. New Year's Eve Day

All regular employees will be paid for the above holiday provided they work on the scheduled workday previous to and following the holiday or unless an employee has prior approval from the Superintendent to miss such day or days with a reasonable request. When a paid holiday falls on an employee's regular workday during the paid vacation week, the paid holiday will not be charged as a paid vacation day. Vacation days count as days worked for the purpose of this section. Sick, personal (exception, see Section 12.2) and unpaid days do not, unless employee provides Doctor slip indicating the reason for such absence.

**Section 8.2: Holiday Overtime**

Employees who work on a holiday will be paid one and one-half (1.5) times their regular hourly rate for all hours worked in addition to idle holiday pay. This does not refer to weekend and holiday coverage (refer to Section 26.2).

**Section 8.3: Additional Paid Holidays**

Whenever the school calendar, approved by the Board of Education, includes one day's time off for deer hunting, and schools are closed for that purpose, members of the bargaining unit shall be entitled to that day with pay. Whenever the school calendar, approved by the Board of Education and Roscommon Education Association, includes a day off in September for the teachers (typically Friday before Labor Day), members of the bargaining unit, at the employee's option, shall be entitled to that day off without pay and without loss of holiday pay. Changes within the MHSAA football schedule process may make this voluntary day off difficult, as football games on the Friday before Labor Day may be mandated. This would require that custodial staff members be on duty even if students were not in session. If this should occur, the Board and Union shall meet to discuss such change.

Whenever the school calendar, approved by the Board of Education and Roscommon Education Association includes a day off in February for the teachers (typically President's Day), members of the bargaining unit shall be entitled to that day with pay.

Whenever school is closed on Good Friday, members of the bargaining unit shall have the day off with pay. If school is in session on Good Friday, the Holiday shall be considered as part of the Spring Break (i.e., 1 day)

Whenever July 4th, Christmas Eve, Christmas Day, and New Year's Day fall on a Saturday, members of the bargaining unit shall have the day before off with pay, unless that day falls on a day when school is scheduled to be in session. In that event, the next regular workday following the weekend will be granted with pay. When this event happens and school is in session for one-half day, afternoon employees will report to work at 12:00 noon for their full shift.

Whenever July 4th, Christmas Eve, Christmas Day and New Year's Day fall on a Sunday, members of the bargaining unit shall have the day after off with pay.

If this section conflicts with scheduled school days, the Union and Board will meet to clarify schedules. However it is agreed that the clarification of schedules will not result in any loss of Holidays, and shall follow the stipulations set forth in Article VIII, Section 8.1.

**ARTICLE IX**  
**VACATIONS**

**Section 9.1: Vacation Days**

Fifty-two (52) week employees who have completed their first (1st) through fourth (4th) year will have earned two (2) weeks vacation at their current rate of pay. Fifty-two (52) week employees who have completed their fifth (5th) through seventh (7th) year will receive two (2) weeks and two (2) days vacation at their current rate of pay. After eight (8) years - three (3) weeks. Fifty-two (52) week employees who have completed their twelfth (12th) year will receive three (3) weeks and two (2) days of vacation at their current rate. After twenty (20) years - four (4) weeks.

**Section 9.2: Scheduling**

All vacations will be scheduled by the Superintendent or his delegated representative according to seniority. A schedule will be distributed each year in March listing the weeks available

(unless pre-approved by the Superintendent or maintenance supervisor, no vacations will be scheduled the first week of summer when school is no longer in session and the last week of summer before school resumes session. No vacation will be scheduled the day before graduation, graduation day, the day after graduation, or the first two (2) days of school.). The schedule will be distributed according to seniority with highest seniority receiving first choice. No more than four (4) employees may sign up for the same week and no more than three (3) lead custodians may sign up for the same week. Vacations may be taken in increments of one (1) day. If a vacation falls in a week where a paid holiday is included, the employee will either take an extra day or be paid for the holiday at the option of the Superintendent.

An employee with two (2) weeks accumulated vacation is allowed to apply for up to five (5) days per school year when school is in session. An employee with three (3) weeks accumulated vacation is allowed to apply for up to ten (10) days per school year while school is in session. Not more than one employee per classification per building may be granted time except by permission of the Superintendent. No employee shall be denied for arbitrary or capricious reasons.

**Section 9.3: Less Than Forty Hour Jobs**

All permanent fifty-two (52) week employees working less than forty (40) hours per week, but more than twenty (20) hours, shall be entitled to a vacation pay in proportion to scheduled workweek.

**Section 9.4: Unused Vacation Pay**

Vacations shall not be accumulated. If earned vacation is not made available by the administration during the vacation period, the employee shall have the option of receiving pay, or vacation as approved by the Superintendent.

**Section 9.5: Christmas and Spring Recess**

It must be a no cost item for the Board of Education.

Fifty-two (52) week custodial employees may elect to take one week of vacation during the Christmas or Spring recess. The Systems Operator may elect to take one week of vacation during the Christmas or Spring recess. The procedure shall be as follows:

1. No more than three (3) employees may be on vacation during each period at one time.
2. Seniority shall prevail in the following manner:
  - Year 1 - Three (3) at Christmas, three (3) at Spring recess. These shall be the highest six (6) on the seniority list.
  - Year 2 - The second six (6) may select in the same manner.

This will allow each person a week each two (2) years. If the slots are not filled then the next highest seniority employee who had requested said time off shall be offered it.

**ARTICLE X**  
**SICK LEAVES**

**Section 10.1: Maternity Leave**

Maternity leave shall be treated as sick leave, making the doctor in attendance the authority for leaving and returning to work. Time taken for maternity leave, whether paid or unpaid, shall count as time taken under the provisions of the Family Medical Leave Act (FMLA), for the purpose of counting toward the twelve (12) week per year maximum under the law.

**Section 10.2: Sick Leave**

The sick leave herein described is to be used for the purposes agreed to. Misuse of sick leave may be cause for disciplinary action. Employees may use sick leave for a disabling condition.

Employees shall be credited with one (1) day sick leave at the end of each month in which they have received pay for fifty percent (50%) or more of the normally scheduled workdays. Exception: Employees on Worker's Compensation will be considered as working for purposes of crediting sick leave. The maximum sick leave accumulation allowed is one hundred seventy-five (175) days. Unused sick leave shall accumulate.

An employee retiring / indefinitely laid-off from the District will receive the following compensation for accumulated unused sick leave (up to the maximum 175 days):

10 years of service with a minimum of 25 accumulated days,  
\$25 a day for each accumulated day.

15 years of service with a minimum of 30 accumulated days,  
\$35 a day for each accumulated day.

20 years of service with a minimum of 35 accumulated days,  
\$50 a day for each accumulated day.

25 years of service with a minimum of 40 accumulated days,  
\$70 a day for each accumulated day.

If an employee dies, the employee's designated beneficiary will receive payment for accumulated sick days as determined above.

An employee, while on paid sick leave, shall be deemed to be on continuous employment for the purpose of computing all benefits including seniority, referred to in this Agreement. Procedures will be available for employees to call in sick one (1) hour before the start of the shift or to report leaving work due to illness.

USW employees may use sick days to care for immediate family members (references in Article XI) in the household on a temporary emergency basis. (Not to exceed three (3) days without permission of the Superintendent of Schools.) Time taken under this section shall count as time taken under the provisions of the Family Medical Leave Act, for the purpose of counting toward the twelve (12) week per year maximum under the law.

If employees exhaust their paid sick leave, they may make written application for an unpaid sick leave. Such request will be granted for up to a maximum allowed under the Family Medical Leave Act. Seniority will accrue during such unpaid leave.

Note: Employees who are brought back to work with less than full schedule shall continue to receive health insurance at their normal status until they exhaust the time allowed under the Family Medical Leave Act. Once this time frame has been exhausted, the affected employee shall be responsible for their portion of the premium based on the actual number of hours they can and do work in accordance with Section 26.9.

Upon return from unpaid sick leave, employees will resume their previous classification.

## **ARTICLE XI** **FUNERAL LEAVE**

When a death occurs in an employee's immediate family, the District shall grant five (5) regular scheduled workdays off with pay. The immediate family shall include wife, husband, daughter, son, stepdaughter, stepson, sister, brother, mother, father, current mother-in-law, current father-in-law, and grandchild.

When a death occurs to an employee's current daughter-in-law, current son-in-law, sister-in-law, brother-in-law, and grandparent, the District shall grant three (3) regular scheduled workdays off with pay.

When a death occurs to an employee's aunt or uncle, the District shall grant one (1) regular scheduled workday off with pay.

Such leave shall not be cumulative nor counted as part of sick leave. The employee must notify supervision before beginning such leave, and must take such leave at the time of the funeral, unless prior arrangement is reached with supervision to delay a portion of such leave for activities related to the death.

Funeral Leave shall be paid at his/her then current hourly rate.

Employees may request additional days for travel and/or for activities related to the death. Employees may use personal business days, vacation, or unpaid days to cover such extensions.

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**ARTICLE XII**  
**PERSONAL LEAVE DAY**

Days for emergency personal business will be granted employees based upon the following guidelines:

- 12.1: The twelve (12) month employee will be allowed three (3) days leave, nine (9) or ten (10) month employees allowed two (2) days without loss of wages to transact personal business.
- 12.2: Personal business days shall not be taken before or after a holiday or a vacation period, and they may not be added to other leaves excepting under the most crucial of human circumstances. (Exception: under special circumstances, employees may request the use of a personal day for the above Section with one (1) week's advance notice and with the Supervisor's prior approval.)

Personal days may be used to extend a funeral leave.

- 12.3: The application should be submitted to the immediate supervisor with sufficient advance time to allow the Superintendent at least twenty-four (24) hours to consider said application. If the urgency of the leave is of such a nature that the request in writing is not practical, verbal approval by the immediate supervisor will be sufficient and the written request will be submitted by the employee upon return from leave.
- 12.4: At the end of each fiscal year (June 30), each employee's unused personal leave days shall be credited to the employee's sick leave balance.
- 12.5 If all personal leave days and/or any vacation days have been used, any remaining leave days will be "without compensation or benefits including seniority" as stated in Article XIII of the Contract. This means that not only are these pay deduct days, but that the employee must also pay for their portion of insurance for these days. The deducted amount for insurance benefits will be based on the total cost of the employee's insurance divided by the number of work days in a school year. It is further agreed that each employee will be allowed three (3) pay deduct days in which the insurance portion is not deducted once over a three (3) year period. The "three (3) year period" begins when a Union employee first uses an additional pay deduct day.

**ARTICLE XIII**  
**LEAVE OF ABSENCE**

The request for a leave of absence by an employee shall be made to the Superintendent of Schools. The request shall contain the reason and length of time requested. The Superintendent shall present the request to the Board of Education, who may approve or reject the request by



resolution. All leaves shall be without compensation or benefits including seniority, and the employee, upon return, will be placed on the same salary status he would have had if the period had been spent in normal employment.

Leaves of absence will not be used for other employment. Leave of Absence will not exceed ten (10) months. Provisions of the Family Medical Leave Act are understood to supersede language contained herein. Applications that qualify for the Family Medical Leave Act will be governed by the provisions of that Act.

### **Section 13.2: Union Leave**

Employees who are elected or selected by the Union to either perform a function or continue their education shall be entitled to Leave of Absence not to exceed thirty (30) days per person per year. In addition, no more than three (3) employees may be off on such leave at any given time.

Notification for such leave shall be given to the Superintendent two (2) weeks in advance and will state the start date and ending date of such leave. The Union shall reimburse the Board for the wages, FICA, retirement up to one (1) week leave at a time during such leave. Any leave that extends beyond one (1) week in duration, the Union shall reimburse the Board for insurance. All benefits, including seniority, shall accrue during such leave.

### **Section 13.3: Sub Leave**

If employees are qualified and are hired by the District to serve in a teaching capacity under the Michigan Department of Education Emergency Certification provisions, they will be granted a leave of absence from their Steelworker position. This leave of absence will be on an annual basis and will not exceed the time allowed for emergency certification by the Michigan Department of Education. (Current law allows a maximum of three (3) years.) While on leave, seniority shall accrue and the employee will be returned to a position that is consistent with their seniority and group upon completing their leave.

## **ARTICLE XIV** **MILITARY SERVICE**

### **Section 14.1: Re-employment Rights**

The Employer shall accord to each employee who applies for re-employment after conclusion of his military service with the United States such re-employment rights as he shall be entitled to under then existing statutes.

### **Section 14.2: Educational Leave of Absence**

Any employee entitled to reinstatement under this section who applies for re-employment and who desires to pursue a course of study in accordance with the federal law granting him such opportunity before or after returning to his employment with the Employer shall be granted a

leave of absence for such purpose; provided that an employee who desires such a leave of absence after returning to his employment with the Employer shall have it granted only if he notifies the Employer in writing, within one year from the date he is re-employed, of his intention to pursue such a course of study. Such leave of absence shall not constitute a break in the record of continuous service of such employee but shall be included therein provided the employee reports promptly for re-employment after the completion or termination of such course of study. Any such employee must notify the Employer and the Union in writing at least once each year of his continued interest to resume active employment with the Employer upon completing or terminating such course of study.

**Section 14.3: Disabled Returning Veterans**

Any employee entitled to reinstatement under this section who returns with service-connected disability incurred during the course of his service shall be assigned to any vacancy which shall be suitable to such impaired condition during the continuance of such disability irrespective of seniority; provided, however, that such impairment is of such a nature as to render the Veteran's returning to his own job or department onerous or impossible; and provided further that the Veteran meets the minimum physical requirements for the job available or for the job as the Employer may be able to adjust it to meet the Veteran's impairment.

**Section 14.4: Special Vacation Provisions**

An employee who at the time of leaving active employment to enter military service of the United States has qualified for a vacation in the year of such entrance and who has not received a vacation or vacation allowance shall then be granted such allowance, provided, however, that a volunteer shall have given fourteen (14) days notice of intention to enlist.

An employee who, after being honorably discharged from the military service of the United States, is reinstated pursuant to this Section shall be entitled to a vacation with pay or, in lieu thereof, to vacation allowance in and for the calendar year in which he is reinstated without regard to any requirement other than an adequate record of continuous service.

**Section 14.5: Military Encampment Allowance**

An employee with one (1) or more years of continuous service who is required to attend an encampment of the Reserve of the Armed Forces or the National Guard shall be paid, for a period not to exceed two (2) weeks in any calendar year, the difference between the amount paid by the Government (not including travel, sustenance and quarters allowance) and the amount they would have earned in their regular employment. Such pay shall be based on the number of days such employee would have worked had he not been attending such encampment during such two (2) weeks (plus any Holiday in such two (2) weeks which he would not have worked) and the pay for each such day shall be the straight time earnings (including shift and differentials and Sunday and overtime premiums) during the last payroll period worked prior to the encampment. If the period of such encampment exceeds two (2) weeks in any calendar year, the period on which such pay shall be based shall be the first two (2) weeks he would have worked during such period.

**ARTICLE XV**  
**JURY DUTY**

The Roscommon Area Public Schools recognizing that one of the cornerstones of democracy is the service of Jury Duty to judge one's peers, and recognizing that its employees are unequivocally qualified in this endeavor, authorizes paid absence for such service according to the following:

1. The employee called for Jury Duty by a Court shall present his notice of subpoena to his supervisor or principal at the earliest possible date.
2. The employee shall be given written approval in advance on the "Employee Absence Report" form.
3. All leave will be paid at the normal full scheduled workday of the employee.
4. The employee on being paid for such duty by the court will present his/her check from the court, indicating the amount of compensation, to the bookkeeper, in the office of the Superintendent. At the option of the employee, he/she may:
  - a. Endorse the court check payable to the Roscommon Area Public Schools, or
  - b. Have the amount of the check deducted from his/her next pay check by signing an authorization form that reads "I, \_\_\_\_\_ certify that I have received \$ \_\_\_\_\_ from the \_\_\_\_\_ for Jury Duty and authorize this amount to be deducted from my next pay check in conformity with the Roscommon Area Public Schools Policy 1011.

**ARTICLE XVI**  
**VOLUNTEER FIREMAN**

The Roscommon Area Public Schools Board of Education recognizes that townships within the District marshal against fire and personal catastrophe by the creation of Volunteer Fire Departments, or other agencies including Emergency Medical Technicians, staffed by employees of businesses and industry.

It is the desire of the Board to have a reasonable number of our employees free to participate in fire and rescue, for the Board recognizes that our communities and its citizens are dependent on persons willing to serve in this capacity.

The need for communities to band together for the protection of one's property from fire, and the need for rescue services such as ambulance, is one of major importance.

A functional system of cooperation between various units of government already exists.

1. Persons already a volunteer should acknowledge such membership in writing to the Superintendent of Schools, stating the township or village fire department with which they are affiliated.
2. The Superintendent shall allow two (2) employees for each township and/or village fire department to be on active duty for a given semester or year. Years of service or a request from the chief of the fire department shall prevail in case more than two (2) employees are involved.
3. Employees may be re-assigned within their classification to fill vacancies created by the temporary absence. Employees will not receive extra compensation solely on the basis of such reassignment though will be paid in accordance with this labor agreement.
4. It is clearly understood that the Roscommon Area Public Schools Board of Education is held free from all responsibility of the acts of its employees while they are on fire duty, and are held harmless to their health and well being while on this endeavor.
5. The conditions having been met, the employee on receiving a call shall notify his immediate supervisor or principal and leave. In the absence of the supervisor, the secretary in the office shall act in his stead.
6. The supervisor or principal shall have administrative procedures established for each period of the day and rotate assignments as much as feasible.
7. Upon return, the volunteer fireman shall immediately report to the principal.
8. The principal or supervisor shall record the absence, however, it shall not be chargeable to any sick leave or personal leave time, but shall be for statistical purposes only.

## **ARTICLE XVII**

### **GRIEVANCE PROCEDURES**

#### **Section 17.1: No Stoppage of Work**

Should disputes arise between the Board and the Union, or its members employed by the Board, as to the meaning and application of the provisions of this Agreement, there shall be no stoppage of work by the employee covered hereby on account of such differences but an earnest effort shall be made to settle such differences in the following grievance procedure:

- Step 1. Within ten (10) working days (see exception in Section 17.4, Time Limits) of the occurrence of the act or condition giving rise to the dispute, the aggrieved employee

and committeeperson shall meet with the supervisor to resolve the matter. The supervisor must give an answer within five (5) working days after such meeting.

Step 2. If the grievance is not settled in Step 1, the employee shall within five (5) working days from receipt of the Step 1 answer meet with the supervisor to file a grievance in writing on forms furnished by the Union, and present two (2) copies to the supervisor who shall have ten (10) working days in which to reply in writing. The employee may be accompanied by a representative of the Local Union. When the grievance is reduced to writing, the grievance will be limited to the scope of the written grievance and the Board's written answer.

Step 3. If the grievance is not settled in Step 2, the grievance committee shall within ten (10) working days from receipt of the supervisor's answer then submit a copy of the grievance to the Board's Superintendent. A meeting will then be held as soon as possible, but not later than ten (10) working days after submission of the grievance at Step 3, between the Superintendent and the grievance committee with the employee for the discussion of the grievance. The decision of the Superintendent shall be made in writing within ten (10) working days after the meeting.

Step 4. If the grievance is not settled in Step 3, the grievance committee shall within five (5) working days from receipt of the Superintendent's answer then notify the Board in writing of their desire for a meeting with the Board. Such meeting, which will include the employee, committee and the staff representative, shall be held at the next regularly scheduled meeting of the Board and the Board must give its written answer at or before the next regularly scheduled meeting of the Board.

Step 5. Failing to resolve the grievance in Step 4, the Union may submit the matter to the Michigan Employment Relations Commission for mediation, within ten (10) working days of receipt of the answer in Step 4.

Step 6. If the grievance is not settled in Step 5, the Union shall, within fifteen (15) working days from receipt of the report of the Board or from receipt of the Board answer notify the Board that the grievance is appealed to binding arbitration before an arbitrator to be appointed by mutual agreement of the parties hereto.

If the parties cannot agree as to the arbitrator, they shall be selected in accordance with the rules of the American Arbitration Association which shall likewise govern the arbitration hearing. Neither party shall be permitted to insert in such arbitration proceeding any issues which have not been set forth in the original grievance. The arbitrator shall have no power to alter or add to or subtract from the terms of this agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this Agreement. An arbitration hearing will be

held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence.

If either party shall claim before the arbitrator that a particular grievance is not arbitrable, the arbitrator shall decide that issue. If he decides it is arbitrable, he shall proceed to hear the case on its merits at that same hearing. If he decides it is not arbitrable, he shall refer the case back to the parties without a recommendation on the merits. All arbitrable grievances shall be heard, if possible, simultaneously or consecutively by the arbitrator.

The cost of the arbitrator shall be borne equally by the Board and the Union. The arbitrator's decision shall be final and binding on the Board and the Union.

**Section 17.2: Alternative Methods**

The parties may mutually agree to bypass any step or to use alternative methods in settling grievances.

**Section 17.3: Failure to Proceed**

After the grievance has been reduced to writing, the failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the Board, or its representative to respond to any step within the time limits specified shall advance the grievance to the next step.

**Section 17.4: Time Limits**

The Board and the Union agree to process grievances promptly in accordance with the grievance procedure. All time limits may be extended by mutual agreement.

- a. Grievances with respect to errors in pay may be filed within thirty (30) working days from the issuance of the alleged erroneous check.
- b. In case of layoff, a grievance claiming that an employee or employees were laid off out of line of seniority, must be filed in writing within five (5) working days from the date the Board first submitted a list to the chairman of the grievance committee of the employee or employees so laid off.
- c. Employees upon recall who have returned to work and find they have been deprived of their rights as outlined in this agreement shall have five (5) working days in which to file a grievance.

**Section 17.5: Union Representative's Authority**

The Board acknowledges the right of the Union to select representatives for the purpose of collective bargaining and to present complaints or grievances to management. The Union shall advise the Board of the names of the representatives and their alternates. The Board will recognize these representatives (or their alternates) in the settlement of differences arising between the Board and the Union or its members employed by the Board. Any and all

grievances resolved at any step of this grievance procedure shall be final and binding on the Board, the Union and all members of the bargaining unit.

**Section 17.6: Grievance Meetings**

The grievance committee shall meet with management at such time as may be mutually acceptable and as will not conflict with operations.

**Section 17.7: Employees Called to Meetings**

Any employee or group of employees who are called into any meeting regarding any matter which comes under the jurisdiction of the Union, may request the presence of a member of the grievance committee and such request shall not be denied.

If an employee or group of employees do not request representation, the Union shall be notified and it is still the Union representative's right to attend without the request from the employee, as an observer. If the Union chooses not to attend, they will be notified of the outcome.

**Section 17.8: Disciplinary or Discharge Notice**

The Unit President shall be provided a copy of any disciplinary action or discharge notice given to any bargaining unit member.

**ARTICLE XVIII**  
**REPORTING FOR WORK**

1. Employees reporting to work and then sent home due to circumstances beyond their control such as weather, fire, or other acts of God will be paid for the balance of that day.

In the event a delay occurs, non-fifty-two (52) week employees will not report to work at their normal time, reporting for work would be minus the delayed time. (Instead of 8:00 a.m., it would be 10:00 a.m.)

2. In the event of severe road conditions for which schools are closed, fifty-two (52) week employees reporting for work within one (1) hour of their scheduled shift will suffer no loss of pay.

The intent of this language is an attempt to insure safe passage for fifty-two (52) week employees in the event of severe weather and poor road conditions. This language is not intended to provide an automatic one (1) hour delay in the time required to report to work. Fifty-two (52) week employees should make every effort to report to work at their regularly scheduled time.

Fifty-two (52) week employees may call in and report to work at a mutually agreeable time with the approval of their building principal. The Principal may say no to the request if it does not meet the building needs.

3. Employees not reporting to work under the above conditions are expected to notify their building principals, or immediate supervisor, and may turn in vacation or personal time, if available at that time. If no other arrangements are made, then the time lost will be reported as deduct.
4. If fifty-two (52) week employees are notified that they are not to report for work, they will receive pay for their scheduled shift.
  - A. For hours that are forgiven by the State:
    - (•) Paragraph 1 shall apply.
    - (•) In the event the State Aid Act allows for more than thirty (30) hours Paragraphs 2, 3, & 4 will prevail for the number of hours authorized in the State law.
  - B. Non-52 week employees will not report for work, and the day will be non-reimbursed. However, Building Administrators at their discretion, shall have the right to ask employee or employees to report for work on snow days. Such employee or employees shall maintain the right to refuse to report to work if they feel that travel conditions are unsafe at the time of the request.
  - C. The school calendar will prevail, and as students will be in school to make up the days, as required by state law, employees will be required to complete any additional days required to complete the school year. The snow days made up will be paid when worked.
  - D. On Professional Development days, Para-professionals and Clerks will have the option to participate in available training as approved by their supervisor. If no relevant training is available, it will not be considered a workday. Custodians and Secretaries will work on Professional Development days.
  - E. Every reasonable effort will be made to provide adequate notice for any training available so that employees can plan accordingly.

## **ARTICLE XIX**

### **JOB CLASSIFICATIONS**

Should the need arise to establish, change, combine or discontinue job classifications and/or their duties, the District will meet with the Union prior to any change to devise agreed upon classifications and rates.



## **ARTICLE XX** **PROBATIONARY PERIOD**

All employees shall serve a probationary period of eighty (80) working days, uninterrupted by any type of service break, during which time they will be termed probationary employees. Probationary employees' service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have any recourse to the grievance procedure over such termination except in cases alleging discrimination per Article 2, Section 2.3. During the first twenty (20) working days of the probationary period, an employee shall not be eligible for employee benefits unless expressly provided otherwise in this agreement. After an employee has successfully completed his probationary period of employment, he becomes a regular employee and his seniority date shall be his hire date as set by Board resolution.

## **ARTICLE XXI** **LUNCH AND RELIEF PERIODS**

### **Section 21.1: Lunch Periods**

Lunch hours for Secretarial, Clerk and Para-professional employees working five (5) hours or more a day, shall be of thirty (30) minutes duration, and shall be included in their shift.

Lunch hours for Mechanics and Custodial employees shall be of thirty (30) minutes duration, not included in their eight (8) hours shift. A wash-up time of five (5) minutes shall be allowed just prior to lunch and just prior to quitting time.

All employees are to be at their regularly assigned building or work area at their scheduled starting time. The starting time shall be adhered to.

### **Section 21.2: Relief Period**

Employees shall have a relief period of ten (10) minutes in the morning and ten (10) minutes in the afternoon; or the first half and second half of their shift, whichever may apply. Relief periods allotted employees WILL NOT BE ABUSED.

## **ARTICLE XXII** **SENIORITY**

### **Section 22.1: Principle of Seniority**

It is agreed that whenever the District either reduces or increases its regular working force, the principle of seniority shall prevail, provided, however, the employee retained or recalled is qualified to do the work.

The seniority date of each employee shall be his/her hire date as set by Board resolution or his/her date of entry into a new group.

Seniority shall be in one non-interchangeable group except during a trial period. The agreed upon groups are: A. Clerical, B. Para-Professionals, C. Custodial, D. Mechanics (The Garage), and E. Special Education Para-Professionals.

**Section 22.2: Loss of Seniority**

An employee's seniority and employment shall terminate if:

1. The employee quits, or
2. The employee is discharged or just cause, or
3. The employee fails to give notice of his intent to return to work within three (3) working days and/or fails to report for work within seven (7) calendar days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the District with a current address, or
4. The employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence, or
5. The employee is retired, or
6. The employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of his employment or eighteen (18) calendar months, whichever occurs sooner.

**Section 22.3: Seniority Supervisors**

- A. An employee promoted or transferred from a job classification in the bargaining unit to a supervisory position shall retain the seniority he had at the time of such promotion or transfer.
- B. An employee promoted or transferred as described in subsection (A) above shall have a right to return to the bargaining unit, provided, however, if such employee is discharged for cause, he shall not be eligible for return to the bargaining unit.
- C. An employee returning to the unit as described in subsection (B) above will be placed at the bottom of the seniority list on the job he last held. After three years from the date the employee re-enters the unit, he/she shall be credited with the full seniority retained under subsection (A) above plus the additional three (3) years since his/her reentry into the unit.

**Section 22.4: Job Posting**

- A. All permanent job openings shall be posted and filled within forty (40) working days. This time period may be extended by mutual agreement of both Union and Superintendent. A posting of all job openings in the bargaining unit shall be included with the paycheck given each employee or Staff Reporter (whichever is issued first), and

awards shall be made on the basis of seniority, provided, however, the employee awarded the job is qualified to do the work. Paraprofessionals may be offered specific training on Professional Development days in order to meet the qualification on their specific job postings, unless under unusual circumstance there is no one available to do the training. This training may prevail for the mandatory/required qualifications in cases of lay-off which result in employees bumping (i.e., senior qualified). During periods when school is closed, posting will also be by the Staff Reporter mailed to employees' homes. All postings, including odd schedules, shall have a specific description of the job, the starting and quitting times, and the location, as well as the initial date of posting and the date the posting closes. Employees may be assigned other areas within a building due to vacancies or other circumstances on a temporary basis. No employee shall sign a job posting unless he is willing to assume the duties of said job.

- B. Jobs will first be awarded on the basis of group seniority. Jobs still remaining open will be filled by employees from other groups who have signed the posting.
- C. Employees awarded a job will receive a forty (40) workday trial period to determine if they are qualified to do the work. During this trial period, the employees retain the right to return to their previous job.
- D. In cases where employees are awarded a job in a new group, they will relinquish seniority in their previous group at the end of their trial period. Upon completion of three (3) years in their new group, the employee's hire date will be renewed as their seniority date in their new group.
- E. An employee who has transferred from one classification unit to another, and the later unit is reduced or discontinued by the administration, may return to the previous unit with any and all previous seniority.
- F. In the event of a lay-off, the call back procedure goes as follows: The positions will be posted for five (5) days within the unit. Working employees with seniority have first choice. The residual positions will be given to those employees laid-off with seniority first, provided they have signed the posting.

### **ARTICLE XXIII** **ON THE JOB INJURY**

Whenever an employee is injured on the job, the District shall, at the employee's option, pay to said employee, the difference between the proceeds from Worker's Compensation and the employee's full pay period not to exceed six (6) months, provided however, that the difference shall be deducted from the accumulated sick leave on a pro-rated dollar basis, i.e. one (1) sick day for every five (5) workdays missed. The employee shall revert to compensation only whenever his sick leave is depleted. Time on Worker's Compensation shall be considered as time worked. All employees accidents incurred while on school duty are to be reported immediately to the

employee's supervisor. All accidents shall be reported within twenty-four (24) hours to the office of the Superintendent. Both employee and supervisor share the responsibility for seeing that reports are filed.

Time taken under this section shall count as time taken under the provisions of the Family Medical Leave Act, for the purpose of counting toward the twelve (12) week per year maximum under the law, if the provisions of the FMLA apply.

## **ARTICLE XXIV** **RETIREMENT**

Retirement of employees will be governed by the Michigan Public School Employees Retirement Fund Law, Act 136 of the Public Acts of 1945, as amended.

## **ARTICLE XXV** **DISCIPLINE** **PENALTY FOR VIOLATING RULES AND REGULATIONS**

Employees violating any of the rules and regulations of the District shall be disciplined in the following manner:

1. 1st offense - Written warning;
2. 2nd offense - Three (3) days layoff without pay;
3. 3rd offense - Disciplinary action up to and including discharge.

It is understood that the sequence of disciplinary action stated above need not be followed in the order listed. The severity and the nature of the employee's violation would determine the penalty to be assessed by the Employer. The purpose of any discipline will be to correct the employee. It is understood that employees shall be disciplined for excessive absenteeism, poor workmanship, disobeying orders, drinking or being intoxicated on the job, theft, leaving their respective building without authorization, and other improper actions. In all cases the Union shall be notified as to the disciplinary action taken against the employee involved.

**ARTICLE XXVI**  
**SALARY AND FRINGES**

**Section 26.1: Classifications**

If the District continues to receive the 3-year blend as a method for determining students count and the District has at least 1225 students on the State's winter count day, then there will be a second year agreement for wages. If the District loses the 3-year blend or has fewer than 1225 students in the winter 2012 count, then there will be no financial agreement for the second year and the contract must be opened to negotiate a financial package.

Employees Hired Before July 1, 2012:

CLASSIFICATIONS	2012-2013	2013-2014
Para-Professionals	11.78	11.66
Special Education Para-Professionals	11.78	11.66
Custodians, Class I	13.10	12.97
Clerks	13.27	13.14
Custodians, Class II	14.12	13.98
Secretaries	15.73	15.57
<b>Custodians, Class III</b>		
Rosc. Elem.	15.73	15.57
Rosc. Middle	15.73	15.57
Rosc. High	15.73	15.57
Mechanic, Class I	14.12	13.98
Mechanic, Class II	15.73	15.57

Employees Hired After July 1, 2012:

CLASSIFICATIONS	2012-2013	2013-2014
Para-Professionals	10.96	10.85
Special Education Para-Professionals	10.96	10.85
Custodians, Class I	12.18	12.06
Clerks	12.34	12.22
Custodians, Class II	13.13	13.00
Secretaries	14.63	14.48
<b>Custodians, Class III</b>		
Rosc. Elem.	14.63	14.48
Rosc. Middle	14.63	14.48
Rosc. High	14.63	14.48
Mechanic, Class I	13.13	13.00
Mechanic, Class II	14.63	14.48

Shift Custodians working the 2<sup>nd</sup> Shift shall receive an additional one and one-half percent (1.5%) increase above their base rate.

\* There will be an eighty percent (80%) probation rate of pay for the first forty (40) days.

The Roscommon Area Public Schools agrees to pay all the United Steelworkers that are assigned and agree to work the Waste Water System. The pay will be additional pay above their base rate. The pay rate for Uncertified Technician maintaining equipment and reports will be seventy-five cents (\$0.75) per hour. Certified A1F Secondary positions will receive an additional one dollar and fifty cents (\$1.50) per hour. Certified A1F Primary Operator, maintaining equipment and reports, will receive an additional one dollar and eighty-five cents (\$1.85) per hour.

**Section 26.2: Weekend and Holiday School Coverage**

Building checks will be assigned by the Supervisor of Operations on an as needed basis. Any weekend or evening hours needed will be assigned according to building seniority on an overtime basis. The Supervisor will have the authority to decide the number of employees needed and the amount of hours needed. The pay rate will be the normal overtime pay rate and will be for a minimum of one (1) hour per day assigned.

**Section 26.3: Special Education Para-Professionals**

The parties agree this Agreement shall affect new employees hired on or after September 15, 1999 into the classification of "Special Education Para-Professional". Any

employee who has worked prior to September 15, 1999 in the classification of "Para-Professional" shall not be affected, and they shall continue doing any and all work, and shall be treated as they have in the past in regards to hours of work, benefits, and working conditions.

Assignment of Special Education Para-Professionals shall not be used to reduce the regularly scheduled workweek opportunities of regular Para-Professional classification employees.

- A. Special Education Para-Professionals covered under this Agreement are considered to be those individuals who are hired to work one-on-one with one or more students. If a Special Education Para-Professional has more than one student, then separately, the student's Individual Education Plan (IEP) shall be used to determine the normal workday of the Special Education Para-Professional.
- B. Hours of work are determined by the most recent IEP. This means that hours of work are subject to increase/decrease without posting the position to members of the bargaining unit.
- C. The level of benefits to which an employee is entitled shall be established yearly, starting with the new school year, from the last IEP, and shall continue without change for the entire school year unless the IEP increases the hours of work for at least thirty (30) calendar days. Upon working thirty (30) calendar days, the employee shall be entitled to additional benefit levels.
- D. Because this position is created to serve a specific student(s), when the students are absent, the Para-Professional will be guaranteed a minimum of one-half of their normally scheduled day based on the student's IEP as show-up pay. The Employer reserves the right to have the employee work or pay the minimum in lieu of work.
- E. Applicants for the position must be able to meet the unique needs of the special student. Evaluation of the special qualifications will be done on a case-by-case basis. This means that in the case of a reduction in the work force, eligibility to bump a less senior special education Para-Professional will be contingent upon the senior Para-Professional's possession of the present qualifications to fill the residual position.
- F. One on one special education Para-Professionals will normally move locations with the student they are assigned to if the IEP calls for that. An exception would occur if the new assignment changes the scope of the job so that the Para-Professional no longer holds the necessary qualifications of the position. In that case, the employee shall exercise his/her seniority to either bump or bid for a new position.

**Section 26.4: Mileage**

Mileage for any District business driving shall be paid at the IRS rate. For the purposes of this Article, the IRS rate shall be set using the July 1<sup>st</sup> IRS rate, and begin payment September 1<sup>st</sup> of each year.

**Section 26.5: Overnight Events**

If employees are required by management to participate in overnight events, such as 4<sup>th</sup> Grade Camp, they shall receive a stipend of fifty dollars (\$50.00) per night spent, over and above their regular wages. The Special Olympics is not sponsored by the Roscommon Area Public Schools; therefore no financial responsibility for payment is held by the District.

**Section 26.6: Longevity Pay**

An annual longevity payment will be made according to the following schedule:

<u>Longevity Pay Years</u>	<u>Percentage Factor</u>
5-7 years	3%
8-10 years	4%
11-14 years	5%
15-18 years	6%
19 or more years	7%

The factor will be applied to the gross earnings for the calendar year as shown on the employees' W-2 form. The payment will be made on or before January 31 of each year whether or not the employee is actively at work or on lay-off status. To determine which factor to use, the completed years on December 31 of each year will be used. Completed years will mean the employees hire date (Article XXII) subtracted from December of the then current year.

Roscommon Area Public Schools agrees to pay longevity payment to any employee who retires from the School District after completing and turning in the proper retirement forms. Payment shall be pro-rated based on actual earnings of the year prior to the employee retiring.

**Section 26.7: Medical Insurance**

Employees will have a choice of Priority Health POS Plan and Priority Health HMO Plan. (Note: All members or dependents who are eligible for Medicare cannot be on the Priority Health POS or HMO Plans.) The maximum yearly District contribution toward medical insurance costs will be as follows:

Single	\$4,456.61
2 Person	\$8,912.83
Family	\$11,455.49

For any employee hired after July 1, 2012, the district will only contribute the amount listed above for single subscriber coverage.

**Section 26.8: Payment**

For employees working at least 700 regularly scheduled hours, the Board agrees to pay single subscriber amount up the maximum yearly contribution. Employees working 701 to 1599 regularly scheduled hours, the Board will add forty-five cents (\$0.45) per yearly hours toward payment of family coverage for Priority Health Medical Insurance.

Effective July 1, 1982, the amount added for 701-1599 employees will be re-calculated as the annual difference between single subscriber and full family divided by 1600 hours. This new amount will then be used as the additive. This provision will only come into effect if the premiums increase.



For employees working at least 1600 regularly scheduled hours, the Board agrees to the maximum capped amount for full family.

For any employee hired after July 1, 2012, the district will only contribute the amount listed above for single subscriber coverage.

**Section 26.9: Payment in Lieu of Health Insurance Coverage**

The following schedule is available for bargaining unit members that can provide proof of alternate medical insurance coverage:

Twenty (20) hour employees – a payment of \$800 in lieu of medical insurance benefits.

Thirty (30) hour employees – a payment of \$900 in lieu of medical insurance benefits.

Forty (40) hour employees – a payment of \$1,000 in lieu of medical insurance benefits.

**Section 26.10: Dental Insurance**

The insurance plan will be Delta Dental Coverage (with internal and external coordination of benefits) as follows:

All eligible employees must participate.

Class I Basic )  
Class II Prosthodontics ) – Plan C, 50% co-pay  
Class III Orthodontic )

The maximum yearly District contribution toward dental insurance costs will be:

Single \$194.88

2 Person \$360.67

Family \$595.78

Effective July 1, 1982:

Forty (40) hour per week employee – Full payment, up to the maximum contribution

Thirty (30) hour per week employee – 80% payment, up to the maximum contribution

Twenty (20) hour per week employee – 60% payment, up to the maximum contribution

For any employee hired after July 1, 2012, the district will only contribute the amount listed above for single subscriber coverage.

**Section 26.11: Vision Insurance**

MEBS Three Star Vision Insurance effective September 1, 2002, with a frequency of benefit every twenty-four (24) months. The district will provide vision insurance contributions capped at the July 1, 2012 rates.

For any employee hired after July 1, 2012, the district will only contribute the amount listed above for single subscriber coverage.

**Section 26.12: Life Insurance**

The Board will provide life insurance equivalent to one (1) year's pay up to a maximum of \$25,000.

**ARTICLE XXVII**

**Section 27.1: Building Inspections**

Building Inspections shall be performed during regular working hours on a regular basis, but not less than every sixty (60) days. Inspections shall be performed by the Supervisor of Maintenance. If deficiencies in job performance are noted, the lead custodian and/or building principal or his/her designee will also participate in the inspection. The employee will also receive a copy of the inspection. The inspection shall also include an overall job performance evaluation (e.g. a check-off noting "excellent", "good" or "needs improvement").

**Section 27.2: Uniforms**

If uniforms are required by the Board they shall be provided by the Board at no cost to the employee.

**ARTICLE XXVIII**  
**WAIVER**

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 areas of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

**ARTICLE XXIX**  
**SCHOOL CALENDAR**

The Union will be included in the process of developing the school calendar yearly.

**ARTICLE XXX**  
**DURATION**


**Section 30.1: Termination**

This Agreement shall commence **July 1, 2012**, and shall continue in full force and effect until midnight **June 30, 2014**, when it shall terminate. The contract may be opened on July 1, 2013 to reconsider economic proposals if the terms outlined in Article XXVI, Section 26:1 are met.

**ROSCOMMON AREA PUBLIC SCHOOLS**  
**BOARD OF EDUCATION**  
Roscommon, MI


  
Catherine Erickson,  
Superintendent & Chief Negotiator

  
Brenda Milner, Trustee

  
Kim Morley, Trustee

**UNITED STEELWORKERS**  
**AFL-CIO-CLC**

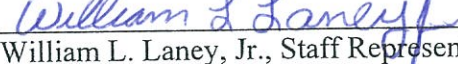
  
Leo W. Gerard, Int'l President

  
Stanley W. Johnson, Int'l Secretary-Treasurer

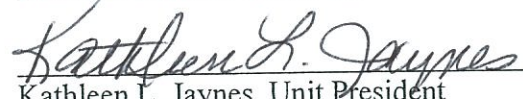
  
Thomas Conway, Int'l Vice President (Admin.)

  
Fred Redmond, Int'l Vice President (Human Affairs)

  
Michael H. Bolton, District 2 Director

  
William L. Laney, Jr., Staff Representative

**LOCAL UNION 15095-04**

  
Kathleen L. Jaynes, Unit President

  
Vicki Malcolm, Committee

  
Tammy Cherryhomes, Committee

  
Pat Eskilsen, Committee



**SENIORITY LIST**  
**UNITED STEELWORKERS – LOCAL 15095-04**  
**2012-2014**

**BUS GARAGE**

Clifford Gamber	10/06/2008	Trans I / Class I Mechanic
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**CLERICAL**

Deborah Steuer	09/08/1986	Secretary
Robin Rasmusson	10/21/1992	Secretary
Vicki Malcolm	11/20/1992	Secretary
Lisa Burmester	08/16/1995	Secretary
Nancy Thomas	06/19/1996	Secretary
Brenda St. Denis	10/17/1996	Clerk
Maria Sinnaeve	11/20/1997	Clerk

**PARA-PRO**

Kathleen Jaynes	09/19/1990	Para-Pro
Tamara Cherryhomes	09/27/1993	Para-Pro
Carolyn Sucaet	12/20/1993	Para-Pro *
Becky Pratt	10/19/1994	Para-Pro
Debora Romancky	08/21/1997	Para-Pro
Michelle Brewer	11/19/1997	Para-Pro
Cathy Hoerauf	11/16/1998	Para-Pro ***Spec. Ed.
Kathleen Chapman	11/17/1998	Para-Pro Spec. Ed. Title I
Christine Hanson	12/16/1999	Para-Pro
Wendy Prieskorn	11/15/2005	Para-Pro (Media / Tech)
Laura Koehn	09/07/2010	Para-Pro (Media / Tech)
Shirley James	06/21/2000	P/S on 9-14-12 Called Back 10/2/12 Para-Pro
Debbie Bireley	09/04/2007	P/S on 9-14-12 Para-Pro (Sp. Ed. PP 08/15/2001)
Tina Church	10/20/2010	P/S on 9-14-12 Para-Pro
Wendy Terry	10/18/2011	P/S on 9-14-12 Para-Pro
Keri Smitz	11/4/2011	P/S on 9-14-12 Called Back 10/16/12 Para-Pro

\* Unpaid LOA 03/10/2007 to 06/12/2007 (1/2 time)

\*\*\* Unpaid LOA 03/04/2002 to 08/14/2002

**SPECIAL EDUCATION PARA-PRO HIRED ON OR AFTER 9/16/1999 note \***

* Jami McComb	10/19/2000	P/S on 9-14-12	Para-Pro Spec. Ed.
Sharon Adams	09/19/2001	P/S on 9-14-12	Para-Pro Spec. Ed.

**CUSTODIAL**

John Schaeffer	03/19/1974	Lead Custodian Class III
Patrick Eskilsen	06/20/1984	Lead Custodian Class III
Timothy Tucker	08/21/1985	Custodian Class II
Jeffrey Bumbalough	08/19/1987	Custodian Class II
Bill Humphrey	08/21/1991	Custodian Class II
Lori DeVault	01/18/1996	Custodian Class II
Denise Traver	01/21/2009	Custodian Class II
		(Aide seniority date 09/18/2003 Laid-off 06/20/2007-01/20/2009)
Jeff Hughey	07/26/2010	Lead Custodian Class III