Agreement
Between
The
Roseville
Community
Schools
And The
American
Federation
Of State,
County &
Municipal
Employees
Council 25
Local 1103

2008 - 2013

Board of Education

Joseph Steenland President

Theresa Genest Vice-President

Robert Eineichner Secretary

Alfredo Francesconi Treasurer

> Mina Frank Trustee

Gregory Scott Trustee

Brent White Trustee

John Kment Superintendent

TABLE OF CONTENTS

| | <u>PAGE</u> |
|---------------|-------------------------------------|
| ARTICLE I | PURPOSE AND INTENT1 |
| ARTICLE II | RECOGNITION1 |
| ARTICLE III | MUTUAL AGREEMENT ON AID TO |
| ARTICLE IV | MANAGEMENT RIGHTS2 |
| ARTICLE V | UNION SECURITY2,3 |
| ARTICLE VI | CHECK OFF3 |
| ARTICLE VII | REPRESENTATION4 |
| ARTICLE VIII | SPECIAL CONFERENCES4,5 |
| ARTICLE IX | GRIEVANCE5 |
| ARTICLE X | GRIEVANCE PROCEDURE |
| ARTICLE XI | DISCHARGE AND DISCIPLINE |
| ARTICLE XII | PROBATION AND SENIORITY8,9 |
| ARTICLE XIII | SENIORITY OF OFFICERS9 AND STEWARDS |
| ARTICLE XIV | LAYOFF AND RECALL10 |
| ARTICLE XV | VACANCIES AND TRANSFERS11 |
| ARTICLE XVI | LEAVE OF ABSENCE11,12 |
| ARTICLE XVII | SICK LEAVE AND PERSONAL |
| ARTICLE XVIII | WORK SCHEDULE AND RULES14,15 |
| ARTICLE XIX | HOLIDAYS15,16 |
| ARTICLE XX | WAGE RATE AND UNIFORMS16,17 |
| ARTICLE XXI | RETIREMENT17,18 |
| ARTICLE XXII | SAVINGS CLAUSE18 |
| ARTICLE XXIII | IN-SERVICE18 |
| ARTICLE XXIV | TERMS OF AGREEMENT19 |

COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into on this 1st day of July, 2008 between the Board of Education of the Roseville Community Schools, hereinafter referred to as the "Board" and by the American Federation of State, County and Municipal Employees, Council 25, Local 1103 hereinafter referred to as the "Union".

ARTICLE I PURPOSE AND INTENT

1.01 It is the general purpose of this Agreement to set forth the terms and conditions of employment, and to promote orderly relations for the mutual interest of the Board, the employees and the Union.

The parties recognize that the best interests of the community depend upon the success of the Board and the employees in establishing and providing services to the schools and its staff and students.

To these ends, the Board, the employees and the Union encourage to the fullest degree friendly and cooperative relationships between the respective representatives at all levels among all employees.

ARTICLE II RECOGNITION

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board of Education of the Roseville Community Schools recognizes the American Federation of States, County and Municipal Employees, Council No. 25, Local 1103, as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and terms and conditions of employment for the term of this Agreement for all employees serving as permanent Lunchroom Supervisors and excluding all other employees of the Board.

ARTICLE III MUTUAL AGREEMENT ON AID TO OTHER UNIONS

- The Board agrees that neither they nor their administrative staff will aid or promote any labor group or other organization which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.
- 3.02 The Union agrees that it will operate independently from other Unions and locals and that it will not aid or support activities of other groups or unions.

ARTICLE IV MANAGEMENT RIGHTS

4.01 The Board of Education on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities, conferred and vested in it by the laws and the Constitution of the State of Michigan and of the United States except as the same are expressly and specifically limited by this Agreement.

ARTICLE V UNION SECURITY

AGENCY SHOP

The Board agrees to agency shop provided the Union produces language which will mandate agency shop and indemnify and hold harmless the district from any possible litigation.

- As a condition of continued employment, each member of the bargaining unit who has completed the probationary period shall establish or maintain membership in the Union or shall tender to the Union a service charge equivalent to the periodic and uniformly required Union dues. Service fees shall not include initiation fees or special assessments.
- Newly hired, transferred or rehired employees shall as a condition of employment join the Union or pay the service fee at the conclusion of their probationary period. Copies of new and recalled employees' action slips shall be forwarded to the treasurer of Local 1103 for informational purposes.

ARTICLE V UNION SECURITY (Continued)

- Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this Article if they are not more than thirty (30) days in arrears in payment of initiation fees, dues and assessments or service charges.
- 5.04 Employees who fail to remain in good standing in the bargaining unit shall be terminated within thirty (30) days provided the Union has notified the Employer when a member of the bargaining unit is in violation of this Article.
- The Union agrees to protect and save harmless the Board from any and all claims, demands, suits and other forms of liability resulting from action taken or not taken by the Board in accordance with this Article of the Agreement.

ARTICLE VI CHECK OFF

- The Board shall deduct the uniformly required amount for payment of Union dues from the pay of each employee from whom it receives a signed authorization for deduction. Such dues shall be deducted from the first pay of the employee in each calendar month and remitted to the financial officer of Local 1103 not later than the tenth day of the following month.
- Deductions shall be made only in accordance with the provisions of said authorization for check off dues. The Board shall have no responsibility for the collection of initiation fees, special assessments or any other deduction not in accordance with this provision.
- 6.03 The Employer agrees to deduct AFSCME/PEOPLE contributions for those individual Employees who have signed an authorization card (supplied by the Union) agreeing to this contribution.
- The Board shall not be liable to the Union by reasons of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- Any employee may voluntarily cancel or revoke the authorization for check off deduction by giving written notice to the Employer thirty (30) days prior to the intended date of termination check off.

ARTICLE VII REPRESENTATION

- 7.01 The Union shall be represented in its communications with the Board by one (1) steward.
- 7.02 The Union shall notify the Deputy Superintendent of the name of the steward and her alternate.
- 7.03 The Steward shall have the right to investigate grievances during working hours provided that such investigation shall not take more than one-half hour of working time per week. An additional 30 minutes may be used with advance approval from the personnel office. The steward shall be allowed 10 minutes to travel to investigations mentioned above. Under no circumstances shall the steward be paid beyond her/his regular hours for the day regardless of how long the investigation/meeting lasts.
- 7.04 Should it be necessary for the steward to leave her work station for a brief period for Union business, she shall first notify her immediate supervisor.
- 7.05 The privilege for a steward to leave her station during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused.
- 7.06 Union officers shall be permitted the use of typewriters and duplication machines upon proper request to the affected building principal. Papers, stencils and similar materials used shall either be furnished by the Union, replaced by the Union or paid for by the Union. Use of equipment and materials shall be limited to local Union business only.

ARTICLE VIII SPECIAL CONFERENCES

Special conferences for important matters will be arranged at a mutually agreed time between the local President and the designated representatives of the Board upon the request of either party. Such meetings shall include at least two (2) representatives of the Board and at least two (2) representatives of the Union.

ARTICLE VIII SPECIAL CONFERENCES (Continued)

Arrangements for the conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the conference shall be confined to those included in the Agenda. This meeting may be attended by a representative of Council 25 or a representative of the International Union.

ARTICLE IX GRIEVANCE

9.01 Definition:

A claim by an employee, group of employees, or the Union that there has been a violation, misapplication or misinterpretation of the terms of this Agreement - or any difference that arises between the parties in regard to rates of pay, hours of employment or conditions of employment covered by this Agreement, shall be deemed a grievance under this contract and will be subject to the grievance procedure as provided herein.

9.02 Time Limits:

Time limits shall be adhered to except as the parties may mutually agree to extend them. In the event the Employer fails to respond to a grievance within the time limit, the grievance shall be considered eligible for appeal at the next step of the procedure.

9.03 Definition of Days:

All references to days in the grievance procedure shall be deemed to refer to regular working days when the Central Administrative office is open for business.

9.04 Adjustment of Grievances:

Any individual employee, at any time, may present a grievance to her employer and have the grievance adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union may have an opportunity to be present when the adjustment is made.

ARTICLE X GRIEVANCE PROCEDURE

10.01 Informal Procedure:

An employee who believes she has a grievance may present such grievance on an informal basis to her immediate supervisor. The steward may be present.

10.02 Formal Procedure:

A grievance must be presented in writing by the steward to the immediate supervisor within five (5) days after the occurrence of the cause for complaint or if neither the Union nor the grievant had knowledge of the occurrence, then within five (5) days after the Union or the aggrieved party becomes aware or should have been aware of the cause for complaint.

10.03 Step 1

If an employee feels that she has a grievance and that grievance has not been resolved through the informal step described in 10.01 above; the grievance shall be reduced to writing by the grievant or the steward stating the Articles and Sections believed to be violated, a statement of the occurrence and the remedy requested to satisfy the grievance. Such written grievance shall be presented to the immediate supervisor as related in the procedure in 10.02. The immediate supervisor shall respond in writing within two (2) days after receipt of the grievance.

10.04 Step 2

If the response of the immediate supervisor is not satisfactory, the Chief Steward may submit the grievance to the Deputy Superintendent within three (3) days after receipt of the response of the immediate supervisor.

The Deputy Superintendent shall respond in writing to the grievance within five (5) days after the meeting with the Union.

ARTICLE X GRIEVANCE PROCEDURE (Continued)

10.05 Step 3

If the dispute remains unresolved after completion of the foregoing procedure, the Union may, within thirty (30) days after receipt of the Employer's response at Step 2, with written notice to the Board of Education, submit the grievance to an impartial arbitrator selected from the American Arbitration Association, under and in accordance with the rules of said Association.

The decision of the arbitrator shall be final and binding on both parties.

- 10.06 Prior to any request for arbitration, either the Union or the Board may request a pre-arbitration hearing. Such hearing will be made in a private session with the Board of Education. Should the problem be resolved, the Union shall so notify the Board in writing.
- 10.07 Powers of the Arbitrator:

The arbitrator shall have no power to add to, delete from, alter or modify the terms of this Agreement.

- 10.08 The arbitrator shall be requested to submit his decision on the matter within thirty (30) calendar days after the conclusion of the hearing.
- 10.09 The fees of the American Arbitration Association and of the Arbitrator shall be shared equally by both parties. All other expenses shall be borne by the party incurring the expense.

ARTICLE XI DISCHARGE AND DISCIPLINE

- In the event an employee is suspended or discharged, the Employer will notify the steward in writing of the action taken.
- 11.02 Should a discharged, suspended or disciplined employee consider the action taken to be improper, a complaint shall be presented in writing to the Deputy Superintendent within two (2) regularly scheduled working days.

ARTICLE XI DISCHARGE AND DISCIPLINE (Continued)

If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Step 2.

- 11.03 Reports of disciplinary action shall remain active in the individual personnel file of the employee for two (2) years from date of issue.
- While the disciplinary reports of prior infractions shall not be considered active for more than two (2) years from date of issue, errors or deliberate falsifications in applications, failure to divulge police records, or falsifications of health records may be considered as just cause for discipline or discharge whenever and however discovered.
- 11.05 The employer will attempt to handle disciplinary action in such a manner so as not to embarrass the employee publicly.
- 11.06 The Union President (Chapter Chairperson) shall be advised in writing of all suspensions or discharges of employees in the bargaining unit.

ARTICLE XII PROBATION AND SENIORITY

- 12.01 New employees except those who are in temporary positions in the unit shall be considered as probationary employees until they have successfully completed sixty (60) calendar days of employment in a permanent position out of a ninety calendar day period excluding any periods when school is not in session. When an employee completes 60 successful calendar days in a permanent position within not more than a 90 calendar day period, she shall be entered on the seniority list of the unit and shall rank for seniority from the initial day of employment.
- 12.02 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. The Employer retains the right to discharge or discipline a probationary employee for any reason except for Union activity.
- 12.03 A. Seniority shall be on a district wide basis in accordance with the employees last date of hire.

ARTICLE XII PROBATION AND SENIORITY (Continued)

- B. Employees on a layoff or a Board approved leave of absence shall have their seniority date frozen as of the effective date of the layoff or leave.
- 12.04 Seniority shall not be affected by the race, sex, religion, marital status or dependent of the employee.
- 12.05 The seniority list on the date of this Agreement will show the names of all employees entitled to seniority within this unit.
- 12.06 The Employer will provide the Union with an up to date seniority list annually on or about January 15 of each year.
- 12.07 An employee shall lose all seniority in the unit if the employee:
 - A. Quits, resigns, or retires.
 - B. Is discharged and the discharge is not reversed through the grievance procedure.
 - C. Is absent for two (2) consecutive working days without notifying the immediate supervisor, unless it be determined by the Employer that there was adequate justification for the employee to fail to notify the Employer of the absence.
 - D. Does not return to work when recalled from layoff as provided in the recall procedure.
 - E. Does not return from leave of absence at the conclusion of the leave.

ARTICLE XIII SENIORITY OF OFFICERS AND STEWARDS

Notwithstanding their position on the seniority list, Chapter Chair, Chief Steward, and Steward in that order, shall in the event of layoff be continued at work as long as there is a job in the District which they can perform which is within the purview of this unit and shall be recalled in the event of layoff to the first open position in the order named.

ARTICLE XIV LAY OFF AND RECALL

- 14.01 Should it become necessary to decrease the work force, members of the unit shall be laid off in the following order:
 - A. Probationary employees shall be laid off first on a district wide basis.
 - B. Seniority employees shall be laid off in accordance with their district wide seniority with the least senior employees being laid off first until sufficient reduction has been accomplished. In proper cases, exceptions may be made by mutual agreement of the parties.
- 14.02 Employees to be laid off shall be given at least ten (10) calendar days notice of layoff. The Union shall be provided with a list of the laid off employees on the same date that notices are issued.
- 14.03 The usual discontinuation of services for the Thanksgiving and Christmas Holidays, spring vacation, or for the summer shall not be considered as a layoff and no notice shall be necessary.
- 14.04 When working force is increased after a layoff, employees will be recalled in order of seniority with the most senior employee recalled first.

Notice of recall shall be sent to the employee at his last known address. If an employee fails to report for work within five (5) days after delivery of notice of recall, she shall be considered to have quit. Extensions may be granted by the Employer at his discretion.

Where an employee cannot accept the recall because of transportation limitations, she shall be continued on the layoff list pending a vacancy nearer her home which she can claim on the basis of seniority.

14.05 The Employer shall furnish the Union with a list of the employees recalled at the same time that recall letters are sent out.

ARTICLE XV VACANCIES AND TRANSFERS

- In the event of a vacancy or newly created position within the unit, the Employer will post the position in a conspicuous place in each building where members of the unit are employed for a period of seven (7) calendar days prior to filling of the vacancy. A copy of each posting will be forwarded to the Union steward.
- 15.02 A present employee wishing to transfer to a vacant or newly created position shall notify the Employer of her desire in writing prior to the closing of the posting period.
- An employee granted a transfer shall be given a four (4) week trial period in the new position. During the four (4) week period, the employee shall have the right upon request to revert to his/her former position. Should the Employer not be satisfied with the performance of the employee, the Employer shall have the right to return the employee to his/her former position.

ARTICLE XVI LEAVE OF ABSENCE

16.01 Leaves of absence for reasonable periods not to exceed one (1) year may be granted without loss of seniority, for good cause, to those employees who have been continuously employed by the Board for two (2) or more years. An extension may be requested.

Upon return to work from such leave, the employee shall be placed in an open/available position as soon as possible.

- An employee who is called for jury duty shall receive the difference, if any, between the amount received for jury duty and her regular pay.
- 16.03 Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment with the Board shall at the written request of the Union be granted a temporary leave of absence without pay, for periods not to exceed one year, or the term of office, whichever may be shorter and upon their return shall be re-employed with accumulated seniority.

ARTICLE XVI LEAVE OF ABSENCE (Continued)

Members of the Union elected to attend a conference or convention of the International Union shall be allowed time off without loss of pay provided such time off shall not exceed 1/2 day per month and provided that not more than two (2) employees shall be granted such privilege at any given time.

16.05 Leave Due to Maternity

- A. An employee shall notify her immediate supervisor in writing, accompanied by a physician's statement, as to the date of the expected birth.
- B. An eligible employee shall be granted leave as provided under the terms of the Family Medical Leave Act.
- C. Return to duty shall be allowed when the employee's physician provides a written statement to the effect that she is able to resume all normal and usual duties of her position.
- D. Upon return from leave, the employee shall be placed in the first open/available position. An employee who does not return at the end of such leave shall lose all seniority rights and shall be terminated as an employee.

ARTICLE XVII SICK LEAVE AND PERSONAL BUSINESS LEAVE

17.01 Each employee covered by this Agreement shall accumulate one (1) day of sick leave allowance for each month that the employee received pay for over half of the work days in the month.

ARTICLE XVII SICK LEAVE AND PERSONAL BUSINESS LEAVE(Continued)

- 17.02 Unused sick leave days shall accumulate by hours in the employee's individual sick leave bank up to a maximum of one hundred and forty (140) hours.
- 17.03 The "day" as used for the basis of accumulation and for payment shall be the schedule of daily hours to which the employee is regularly assigned.
- 17.04 Sick leave days shall be used only for personal illness or physical disability of the employee. Routine examinations, dental appointments or surgical procedures which may appropriately be scheduled during vacation periods shall not be covered.
- 17.05 In the event of absence of an employee for illness or physical disability in excess of three (3) consecutive working days, the Employer may request a physician's statement verifying the illness and stating the anticipated length of absence.
- 17.06 In case of absence in excess of eight (8) days or due to a serious or contagious disease, the employee shall submit a physician's statement certifying her recovery and ability to return to full employment prior to her return to work.
- 17.07 All requests for extended sick leave, without pay, must be submitted to the Employer for approval. Proof of illness may be required at any time.
- An employee who has exhausted her paid sick leave shall either resign or request an unpaid leave of absence due to illness. Upon return from sick leave, the employee shall be placed in the position from which she went on leave with the less senior employee returning to the position from which she came.
- An employee may be granted two (2) days per year from her sick leave bank to attend to urgent personal business. Personal business means an activity that requires the employee's presence during her regular work day and is of a nature that it cannot be attended to at a time when the employee is not regularly scheduled.

ARTICLE XVII SICK LEAVE AND PERSONAL BUSINESS LEAVE (Continued)

A request for a personal business day is to be submitted in writing containing the reasons for the leave, one (1) week prior to the requested leave day. In an emergency situation, a shorter notice may be acceptable.

A personal business day will not be granted the last scheduled work day immediately before or the first scheduled work day immediately after a holiday or vacation period except in the event of an emergency.

An employee shall be allowed up to a maximum of five (5) working days per year as funeral days not to be deducted from accumulated sick leave, in the event of a death in the immediate family. In the event of a second or third death in the immediate family during the course of one school year, the employee will be granted up to three days of funeral leave with pay for each incident. The immediate family shall be considered to include the following relatives: Father, mother, grandfather, grandmother, brother, sister, son, daughter, spouse and grandchildren and the corresponding in-laws of the employee.

ARTICLE XVIII WORK SCHEDULE AND RULES

- 18.01 The minimum regular work schedule for lunchroom supervisors shall be no less than one and one-half hours.
- 18.02 When called in for a special activity the lunchroom supervisor shall receive no less than one (1) hour's pay.
- 18.03 Employees shall be eligible for extra compensation of forty-five cents (\$.45) per hour when they are required to remain more than one hour beyond their regularly scheduled period.
- Lunchroom supervisors may be employed to supervise students under the direction of a certificated employee. They will be assigned to areas of the buildings and grounds as necessary by the Building Principal. It shall be their responsibility to uphold the rules as established and report infractions as directed. They shall not be

employed as full-time lavatory attendants.

- 18.05 Lunchroom supervisors as a part of their duties may be required to set tables, clear and clean tables in the lunchroom.
- 18.06 When a building is closed due to heat failure or other emergency reasons, an employee shall receive pay for no less than the minimum work day of one and one-half hours.

ARTICLE XIX HOLIDAYS

19.01 A. Employees shall be paid their regular daily rate for the following designated holidays:

Thanksgiving Day and Day After Thanksgiving Day Good Friday Monday of Spring Break week Memorial Day Christmas Eve and Christmas Day New Year's Eve and New Year's Day

If school should begin prior to Labor Day, employees who work the scheduled day before and the scheduled day after Labor Day shall be paid for the holiday.

- B. If a Mid Winter Break is scheduled in the school calendar, employees shall be paid for up to three lost work days of the Mid Winter Break. Example: If the break is one day, employees would be paid for one day; if the break is three or more work days, employees would be paid for three days.
- 19.02 A. On the two days when classes do not meet because of full day parent-teacher conferences at the elementary school and full day curriculum workshops at the secondary school, lunchroom supervisors shall not be required to work but shall receive pay for the regular hours scheduled.

Should these days not be included in the calendar because of program changes, the Employer shall meet with the Union to establish other days as substitute holidays.

Article XIX Holidays (Contintued)

B. Should an employee work ten (10) consecutive weeks without a deduction from her/his sick bank, s/he shall gain one (1) additional day's pay, which may only be used during the school year when no lunch is being served. Personal days taken on days when no lunch is served will not be charged as a deduction when tabulating ten (10) consecutive weeks.

These consecutive weeks: (1) will begin each September, there will be no carryover from the previous year; (2) must have at least 3 school days to count as a week. Although a shorter week will not count toward the extra day, it will not interrupt the count of consecutive weeks.

ARTICLE XX WAGE RATE AND UNIFORMS

20.01 A. Salary 2008-09 (Retroactive to 9/3/08)

| Step <u>Service Time</u> | 2008-09 |
|--------------------------|---------|
| Prob. 60 day prob. | \$7.80 |
| Step 1 Up to 1 yr. | 8.56 |
| Step 2 After 1 yr. | 9.53 |
| Step 3 After 2 yrs. | 9.78 |
| Step 4 After 3 yrs. | 10.65 |

Wage re-opener(s) 2009-2013

B. Longevity

After 5 years an additional twenty-five cents (\$.25) per hour.

After 10 years an additional thirty-five cents (\$.35) per hour.

After 15 years an additional twenty cents (\$.20) per hour.

After 20 years an additional twenty cents (\$.20) per hour.

For example: \$10.65 after 5 years will be \$10.90; after 10 years will be \$11.25; after 15 years will be \$11.45; and after 20 years will be \$11.65.

C. Supplemental Longevity

A one time payment of fifty dollars (\$50.00) will be paid to all employees working on active status at the beginning of the 2003-04 school year. (Supplemental Longevity will be included in wage reopener discussions for each year of the contract.)

20.02 General Uniform Smocks

Two (2) uniform smocks will be provided all regular lunchroom supervisors upon approval of the Superintendent. A sweatshirt option will be available for elementary lunchroom supervisors.

Employees shall have the responsibility for the laundering and upkeep of their uniform smocks and shall maintain a neat appearance at all time while on duty.

Replacements will be made on a one for one basis. When a uniform smock is no longer serviceable, it shall be turned into the school office and approval for a replacement will be authorized.

Upon separation, an employee shall return her uniform smocks to her immediate supervisor. The District will seek advice from the Union regarding uniform smocks.

The Union will select two (2) members who will assist the Personnel Office in choosing uniforms.

ARTICLE XXI RETIREMENT

- 21.01 A. All payments to the Michigan Public School Employees Retirement Fund will be made by the Board of Education with no deduction from the employee's earnings.
 - B. An eligible employee may retire in accordance with the provisions set forth by the Michigan Public School Employees Retirement Act.

Upon submitting proof of retirement under provisions of the Michigan Public School Employees Retirement Act, employees shall receive a severance payment in the amount of zero for the first 10 accumulated sick leave hours in their individual bank plus 40% of any additional hours accumulated ranging from 11 - 50 hours and 30% of additional hours ranging from 51 - 140 hours. Maximum severance payment shall not exceed payment for 40 hours.

ARTICLE XXI RETIREMENT (Continued)

| Examples: | Unional | |
|-------------|--------------|--|
| Employees | Unused | |
| Rate of Pay | <u>Hours</u> | Severance Payment |
| 1. \$5.30 | 10/fewer | 0 |
| 2. \$5.30 | 12 | 2 hrs.x 5.30 x 40%=4.24 |
| | | |
| 3. \$5.30 | 57 (0 -10) | 0 |
| | (11-50) | 40hrs.x 5.30 x 40%= 84.80 |
| | (51-57) | 7hrs.x 5.30 x 30%= 11.13 |
| | | Total Severance 95.93 |
| 4. \$5.30 | 140 (0.10) | 0 |
| 4. 33.30 | 140 (0-10) | 0 |
| | (11-50) | 40hrs.x 5.30 x 40%= 84.80 (16 hrs. pay) |
| | (51-130) | 80hrs.x 5.30 x 30%= <u>127.20</u> |
| | | (24 hrs. pay) |
| | | Total Severance 212.00 (40 hrs. pay) |
| | | (1-111-11-11-11-11-11-11-11-11-11-11-11- |

21.02 Employees may be requested to have physical examination to determine if employee is physically able to fulfill the responsibilities of the position. The Employer will reimburse up to five dollars (\$5.00) for the cost of the bi-annual TB test.

ARTICLE XXII SAVINGS CLAUSE

22.01 Should any provisions of this Agreement be found contrary to the law, such provision shall not be deemed valid except to the extent permitted by law. All other provisions of the Agreement shall remain in full force and effect.

ARTICLE XXIII IN-SERVICE

23.01 Realizing the desirability of a well trained staff, the Board will attempt to provide in-service programs yearly to train the Lunchroom Supervisors. Employees shall be paid their regular hourly rate to attend these programs.

ARTICLE XXIV TERMS OF AGREEMENT

24.01 This agreement shall commence July 1, 2008 and shall continue in full force and effect until June 30, 2013 when it shall terminate. If either party desires to renegotiate this contract they shall give written notice to the other party not less than sixty (60) days nor more than one hundred twenty (120) days prior to June 30, 2013.

In witness Whereof, the parties have executed this Agreement the day and year first above written.

BOARD OF EDUCATION
ROSEVILLE COMMUNITY SCHOOLS

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES MUNICIPAL EMPLOYEES AFFILIATED WITH AFL-CIO

| John Kment, Superintendent | Brenda Adams-White, Staff Representative AFSCME Council 25 |
|--|--|
| Rebecca Vasil Deputy Superintendent | Kim Abraham, Chapter Chair |
| | Julie Gadzinski, Chief Steward |
| | Tracy Purifoy, Steward |