

**The
Roseville
Community Schools**

AGREEMENT
2013 - 2017



**TEAMSTERS
LOCAL 214
ADMINISTRATIVE CLERICAL UNIT**

BOARD OF EDUCATION

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AGREEMENT
BETWEEN THE BOARD OF EDUCATION
AND THE
TEAMSTERS LOCAL 214 ADMINISTRATIVE CLERICAL UNIT

This Agreement is entered into between the Roseville Community Schools, Macomb County, Roseville, Michigan, hereinafter referred to as the "District" and Administrative Clerical members of the Teamsters Local 214, hereinafter referred to as the "Union".

ARTICLE I
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 Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours and conditions of employment for the term of this Agreement for all employees included in the bargaining unit as described.

The bargaining unit shall include all the following full-time and regular part-time Level I, Level II and Level III Administrative Assistants and shall exclude the Confidential Secretaries/Assistants to the Superintendent, Deputy Superintendent, and the Assistant Superintendents.

ARTICLE II
MANAGEMENT RIGHTS

- A. The District 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 upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 - (2) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their promotion, demotion or dismissal.
 - (3) To determine duties, responsibilities and assignments of Administrative secretarial and clerical staff.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms thereof are in conformance with the Constitution and laws of the United States.

- C. When reorganizations are necessary, the District will give notice to the Union, before a change in duties is implemented, to provide an opportunity for employee input regarding the change.

ARTICLE III

UNION MEMBERSHIP

- A. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.
- B. The Board agrees that every employee in the bargaining unit shall have the right to organize, join and support the Union, provided that employees shall not engage in Union activities during working hours that distract from their duties except as it may be necessary to discuss a grievance in accordance with the procedure established.
- C. The Employer will not aid or promote any labor group or organization that purports to engage in collective bargaining on behalf of this unit or make any agreement with any group or organization for the purpose of undermining the Union.
- D. The Union and its members may use District building facilities at reasonable times and hours for meetings when such buildings are available and operating staffs are on duty. The request for building use must be made to the building administrator. The Union may post notices on any bulletin board ordinarily designed for the Union use.
- E. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, available information concerning the financial resources of the District, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information that may be necessary for the Union to process any grievance or complaint. However, nothing herein shall be construed to expand the provision in the Freedom of Information Act.
- F. If any provisions of this Article are invalid under Federal Law or the Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal and State law or shall be renegotiated for the purpose of adequate replacement. The Agreement shall also be guided by the Federal Wage Price Council directives and controls.

ARTICLE IV

SENIORITY

- A. The following definitions shall apply.
 - (1) Hire date:
 - a. Date of hire as an employee in the school district, as approved by the Board of Education.
 - b. Date does not change

- (2) Longevity date:
 - a. First date that employee is assigned to a position in the district that is eligible for longevity payment and/or vacation.
 - b. Basis of calculation for longevity payment or vacation.
- (3) Union Seniority date
 - a. First date that employee is assigned to a position in the bargaining unit.
 - b. Date will be adjusted based on periods when seniority does not accrue.
- B. Union seniority shall be determined:
 - (1) As clerical employees within the administrative unit.
 - (2) Within each classification.
 - (3) Without regard for full or part-time status
- C. Union seniority shall be effective following satisfactory completion of the probationary period and shall date from the first day of hire.
- D. A copy of the seniority list shall be provided to the Union Steward annually by August 1 or any time a change is made to it.
- E. An employee shall lose Union seniority and her/his employment shall be terminated for any of the following reasons:
 - (1) Resignation
 - (2) Discharge, when discharge is not reversed through the grievance procedure as set forth in Article X.
 - (3) The employee is absent three (3) consecutive working days without notification to the District. Extenuating circumstances will be considered.
 - (4) Failure to return within time specified under a recall.
 - (5) Failure to return from a leave of absence. Union seniority will be lost and employment may be terminated for failure to request leave for any non-compensation days.
 - (6) Retirement.

ARTICLE V

PROBATIONARY EMPLOYEES

- A. New employees hired into the unit shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of their employment.
- B. Probationary employees shall be eligible to receive fringe benefits including hospitalization insurance, life insurance, and paid sick, personal or funeral days during their probationary period.
- C. Upon completion of the probationary period, the new employee shall be entered on the Union seniority list and shall rank for Union seniority from the first day of hire.

- D. Probationary employees may be represented by the Union for the purpose of collective bargaining in respect to wages, hours and conditions of employment as set forth in this Agreement but shall not be represented by the Union for any action taken by the Employer in regard to discharge or discipline except as the discharge or discipline may be related to the probationary employee's activities within the Union.

ARTICLE VI

VACANCIES, PROMOTIONS, TRANSFERS, REDUCTION AND RECALL

A. Vacancies

- (1) In the event that a new classification or position is established and mutual agreement is reached that the position falls within the scope of this bargaining unit, the parties shall meet within a fifteen (15) working day period to establish a wage rate appropriate to the position.
- (2) In the event a vacancy exists or a new position is created that falls within the bargaining unit, employees shall be given an opportunity to bid for the position on the basis of Union seniority and qualifications.
- (3) Transfers shall be made before promotions or demotions are granted.
- (4) Vacancies shall be posted for a period of not less than five (5) working days, at which time the posting will be closed. Copies of the posting shall be provided for the Steward of the Union and for each member of the unit.
- (5) Employees interested in the vacancy shall indicate their interest in writing within the posted bid period if they wish to be considered.
- (6) Leave of absence due to illness or maternity leave may be filled by a temporary employee for the first thirty (30) day period. After a thirty (30) day period, the position will be filled by a new employee without bid. Should the employee on leave of absence not return at the expiration of the leave, the position will be filled through the bidding procedure.
- (7) A member of the bargaining unit who plans to bid on a vacant position shall first inform her/his current immediate supervisor.
- (8) The employer reserves the right to refuse lateral transfer requests. If denied a lateral transfer, the employee will be informed in writing the reason for refusal.

B. Promotions

- (1) In the event employees bid for a promotion/demotion within the unit, the Employer agrees to give due weight to the background, attainments, skills, and the Union seniority of all applicants. An applicant with less Union seniority shall not be awarded a promotion/demotion unless qualifications are superior to more senior applicants.

- (2) Notice of the appointment to a vacancy will be furnished to all employees who made application at the same time that the appointment is awarded. A copy of the appointment letter will be furnished to the Union steward(s).
- (3) An employee promoted shall be allowed a thirty (30) day trial period to demonstrate the ability to satisfactorily meet the standards and perform the duties of the position.
The trial period may be extended up to an additional thirty (30) days if mutually agreed by the employer and the Union. Should the employee's supervisor determine that he/she cannot perform the duties satisfactorily or should the employee elect to leave the assignment during this period, he/she shall be restored to the position from which he/she made the bid.
Should the employee return to her/his previous position under this section, adjustments will be made with all persons involved in such action to return each to her/his prior position.
- (4) An employee who is awarded a voluntary demotion shall be allowed a thirty (30) day trial period in the assignment. The resulting vacancy will not be posted or filled until the thirty (30) day period has expired. Should the employee's supervisor determine that he/she cannot perform the duties satisfactorily or should the employee elect to leave the assignment during this period, he/she shall be restored to the position from which he/she made the bid.
- (5) An employee will move forward on the salary schedule one step after each full year of active employment in the assignment.
- (6) Whenever an employee is promoted or reclassified upward, the employee will be placed on the step of the salary scale providing a minimum increase of forty-three cents per hour or will be placed at the maximum of the new scale whichever is lesser.
Consideration will be given to insure that the employee does not earn less money after the promotion than she/he would have received through step increments prior to the promotion.
- (7) If denied a promotion, the employee will be informed of the reason in writing.

C. Involuntary Transfers

- (1) Employees may be transferred within their classification as necessary to maintain the effectiveness of the operation.
- (2) Transfers will be discussed with the employee prior to any action being taken. Notice of transfer shall be in writing and a copy provided to the Union Steward(s).
- (3) Rotation of employees during vacation periods or during short-term absences shall not be considered a transfer and may be done at the discretion of the employer.

- (4) Rotation of employees during vacation schedules or short-term absences shall not cause a decrease in the employee's rate of pay. An employee temporarily transferred to a lower classification because of an extended absence shall not suffer a reduction in pay.
- (5) An employee temporarily transferred to a higher classification requiring additional responsibility for a period in excess of one (1) calendar day shall be paid at the beginning step of the higher scale that provides a minimum of forty-three (\$.43) cents per hour for the duration of this contract.
- (6) An employee transferred or promoted by the Employer to a position not included in the unit, and thereafter transferred to a position within the unit shall have accumulated Union seniority while working in the position to which he/she was transferred. Employees transferred under these circumstances shall retain all rights accrued for the purpose of any benefits provided for in the Agreement.

D. Reduction of Staff

- (1) Reduction of the clerical staff shall be accomplished through layoff.
- (2) Should layoff be necessary, the following procedure shall apply:
 - (a) All temporary employees will be released before any other reduction in staff.
 - (b) All new probationary employees in the classification to be reduced shall be terminated by Union seniority before any Union seniority employee in the same classification is laid off.
 - (c) Seniority employees whose classification is to be reduced shall be laid off based on Union seniority and qualifications after removal of new probationary employees.
 - (d) A senior employee may bump a less senior employee in the same classification, lower classification, or in a classification that they previously held successfully provided the employee has the necessary qualifications. In addition the employer must be notified of their intent to bump within seven (7) calendar days following receipt of the layoff/reduction notice.

Any employee to be reduced or laid off may take the test(s) necessary in order to qualify for positions held by less senior employees at the same level or lower level classification. Employees must qualify within fourteen (14) calendar days of receiving layoff/reduction notice in order to exercise their bumping rights. The Employer will make the required tests available and testing arrangements will be by mutual agreement between the employer, Union and employee. Each test required for the position can only be taken once during this fourteen (14) day period.
 - (e) Employees to be laid off shall be given seven (7) calendar days notice prior to layoff.

- E. Recall after Layoff
- (1) When the work force is increased after layoff, employees will be recalled within classification according to their Union seniority and qualifications for the position.
 - (2) Notice of recall shall be sent to the employee's last known address by first class mail and certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, the employee shall lose all Union seniority and be considered to have resigned. The Employer agrees to furnish the Union with a copy of the recall notice at the time of mailing.
 - (3) Employees shall be eligible for recall for a period equal to their Union seniority at the time of layoff or two years, whichever is a shorter period of time.

ARTICLE VII
DISCIPLINARY ACTION AND DISCHARGE

- A. Disciplinary action shall be defined as any action by the Employer including one or more of the following:
- Oral reprimand, written reprimand, suspension, demotion or discharge or place on probation.
- Employees placed on probation as disciplinary action shall be entitled to sick, personal and funeral days and shall accumulate sick days and shall be paid for holidays during their disciplinary probationary period.
- B. Disciplinary action may be imposed for failure to fulfill the responsibilities as an employee.
- C. The Union shall be notified that some disciplinary action has been taken immediately following notification to the employee.
- D. A list of some actions that may result in discharge, suspension, demotion or other disciplinary action is enclosed with a copy of this Agreement. Such list shall be considered a partial listing only and shall not be deemed to limit the Employer as to cause for disciplinary action.
- E. In the event of disagreement over the action to suspend, demote or discharge, the employee may initiate a grievance at Step 2 of the grievance procedure.

ARTICLE VIII
HOURS, OVERTIME AND WAGE CLAIMS

- A. Hours
- (1) The normal workday shall be seven and one-half (7 1/2) hours per day with a one (1) hour unpaid lunch period.
 - (2) The normal workweek shall be five (5) days, Monday through Friday.

B. Schedules

- (1) Work schedules may vary from department to department and shall be determined by the supervisor.
- (2) Employees shall be provided a fifteen (15) minute relief break in the morning and afternoon schedules.

C. Wage Claim

- (1) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate.

D. Overtime

- (1) Overtime will be paid at the rate of time and one-half (1 1/2) for all hours in excess of seven and one-half (7 1/2) hours per day or seven (7) hours worked during the summer schedule.

Part time employees shall be paid straight time for any hours worked during the 8.5 hours (7.5 plus one hour lunch) immediately following the start of the work that day. Overtime will be paid at the rate of time and one-half for all hours worked after that seven and one-half hours plus lunch; during the summer schedule overtime would begin after seven hours plus lunch.

- (2) Time and one-half will be paid for all hours worked on Saturday. Double time rate will be paid for holidays and Sunday work unless otherwise noted herein.
- (3) The following procedure shall be used for selection of bargaining unit members for overtime opportunities that are offered to the total bargaining unit:
 - a). The Deputy Superintendent/Designee will contact the Union when overtime is available. The overtime list will be maintained by the Union, which will furnish the name(s) of members who will work the overtime to the Deputy Superintendent in a timely manner.
 - b). Overtime opportunities that are made available to the total bargaining unit will be filled using the Union seniority list. The cycle will begin with the most senior member. As each overtime opportunity arises, it will be offered to the next senior member, continuing down the list until each member has had the opportunity to work. The cycle is then repeated by going back to the top of the Union seniority list.
 - c). Employees who refuse an overtime opportunity will continue to be offered the next available overtime opportunity until they accept and work an overtime shift.
 - d). An employee will be credited with an overtime opportunity worked regardless of the number of hours actually worked.

E. Summer Hours

- (1) Summer work shall be seven (7) hours per day, Monday through Friday, thirty-five (35) hours per week. Summer hours will begin the Monday following the close of the school year in June. Regular hours shall commence one week prior to the scheduled opening of school in the fall.
- (2) It is agreed that on any extended school holiday for two (2) or more school days in which classes are not in session and/or midwinter break and Records Day or K-12 In-Service days, summer hours will prevail.

On Records or In-service days when school staff are in the building, employees will maintain regular work hours and will be granted ½ hour of compensatory time to be utilized at a later date and scheduled with the agreement of the supervisor.

ARTICLE IX

PAID LEAVE

A. Sick Leave

- (1) Employees will be granted one (1) sick leave day per month. (Proration for ten and ten and one-half month employees will be based on the number of months scheduled. Pro-ration for part-time twelve-month employees will be based on the number of days scheduled to work per week.) Such earned time will be credited to each employee's individual bank at the beginning of each month; but an employee shall not earn sick leave following any month in which the employee did not receive pay for more than one-half the scheduled working days in that month.
- (2) An employee absent from duty as a result of personal illness or accident may use sick days up to the full accumulation of the individual bank. Absences greater than 90 calendar days will be governed by the contract language regarding Long Term Disability Insurance.
- (3) An employee may use days from her/his individual bank for absence due to illness or injury in the immediate family as defined in Article X, C - Funeral Leave. Such absence shall be limited to the amount essential to provide initial care and to make arrangements for continued care if such is required.
- (4) An employee absent for eight (8) consecutive working days or more, or absent due to a serious or contagious illness, shall provide a physician's statement certifying recovery and the employee's ability to return to full employment before returning to work.

B. Personal Leave Days

- (1) During each year, four (4) days of the annual sick leave allowance may be used for personal business. For those members who are assigned a position in the unit after July 1, 1986, personal business days may be used only for urgent personal business that only can be conducted during regular working hours.

- (2) Personal leave must be requested, in writing, at least one (1) week in advance of its intended use. The specific reason for the personal business leave need not be included in the written request.
- (3) Personal leave days may be used on the day before or after a holiday with the prior approval of the immediate supervisor and the Personnel Office. The time limit set forth in B2 may be waived in extenuating circumstances. If personal business leave is requested in conjunction with holidays, or less than a week in advance the specific reason must be provided.
- (4) Personal leave may not be used in conjunction with vacation time.

C. Funeral Leave

- (1) An employee shall be allowed up to five (5) working days as funeral leave in the event of death in the immediate family of the employee. The immediate family shall be defined as spouse, father, mother, grandfather, grandmother, grandchildren, brother, sister, son or daughter and the corresponding in-laws of the employee.
- (2) An employee may be granted up to the five (5) days indicated in (1) to attend the funeral of a relative or friend not listed as immediate family upon application to and approval by the Deputy Superintendent for Personnel. Indication or evidence of a close relationship over an extended period will be expected.
- (3) The employee shall inform his immediate supervisor of his need to be absent for funeral leave, in advance, if at all possible. The notification shall include the name of the deceased, the relationship and the length of the absence expected.
- (4) Funeral days used in accordance with the above shall not be charged against an employee's individual sick leave bank, or as personal leave. Funeral days shall not accumulate.

D. Injury on the Job

An employee who is absent due to injury or disease compensable under Michigan Workers' Compensation Act shall receive from the District the difference between the allowance provided under the Act and the regular net pay for the duration of the compensable absence with no subtraction of sick leave days for the number of days in the employees sick bank up to a maximum period of one (1) year.

E. Jury Duty and Court Subpoena

- (1) An employee called for jury duty shall be paid the difference between her/his regular wages and her/his compensation for jury duty.
- (2) The employee will report for work when not actually serving on jury duty.
- (3) Days served on jury duty shall not be charged to the employee's individual sick bank.

- (4) Employees subpoenaed into court to give testimony relating directly to their employment shall be paid full salary, less the amount paid for the witness fee, and shall not have the days charged to their individual sick bank.

F. Each employee may qualify for additional vacation days or additional pay according to the following programs:

For each thirteen (13) consecutive weeks without an absence for which s/he could be charged a deduction from her/his sick bank or without an absence for which s/he could use and unpaid absence the employee will earn the choice of an extra vacation day or One Hundred Twenty Five Dollars (\$125) for the first and second period incentive or One Hundred Dollars (\$100) for the third and fourth period incentive. However, no employee may choose more than two (2) vacation days during one contract year.

Example:

First Period: Choice of one (1) vacation day or One Hundred Twenty Five Dollars (\$125) at the employee's option.

Second Period: Choice of one (1) vacation day or One Hundred Twenty Five Dollars (\$125) at the employee's option.

Third Period: If the employee has already received two (2) vacation days during that contract year then payment of One Hundred Dollars (\$100) is to be provided. If the two (2) vacation days have not been earned then the choice of a vacation day or One Hundred Dollars (\$100) may be taken at the employee's option.

Fourth Period If the employee has already received two (2) vacation days during that contract year then payment of One Hundred Dollars (\$100) is to be provided. If the two (2) vacation days have not been earned then the choice of a vacation day or One Hundred Dollars (\$100) may be taken at the employee's option.

ARTICLE X

UNPAID LEAVE

A. Sick Leave

- (1) An employee whose personal illness or injury extends beyond the period compensated for in Article X hereof shall be granted a formal leave of absence, without pay, for such time as is necessary for complete recovery from such illness or injury. Said absence from duty shall not exceed one (1) year. It is understood that the employee may renew her/his request for leave if additional time is needed. It is further understood that the leave may be initiated by the Board of Education.

- (2) No seniority shall continue to accrue during leave of absence due to illness or injury unless the time has been designated as a Family Medical Leave Act (FMLA) leave. Should the employee return to duty within one (1) year, he/she shall be assigned to the same position that he/she held prior to the leave if such position still exists.

If the position has been eliminated, the least senior employee in the same classification and with same qualifications, may be laid off to provide a work station for the more senior returning employee. If there is no one less senior in the classification, the employee may exercise her/his bumping rights as outlined in Article VII, D.

- (3) If the leave should be extended beyond one year, the employee shall be assigned to the first vacant position that occurs for which he/she is qualified.
- (4) Employees on leave of absence may be eligible for self-paid group health insurance coverage under the provision of the Consolidated Omnibus Budget Reconciliation Act of 1986. (COBRA)

Hospitalization and life insurance coverage shall be maintained for an employee on leave of absence due to illness for a period not to exceed one (1) year. Life insurance coverage may be extended for up to one (1) additional year at the expense of the employee provided a leave extension is granted.

B. Personal Leave

- (1) Leaves requested for reason other than disability and sick leave shall be known as personal leave, and may be renewed every six (6) months not to exceed two (2) years. Formal approval is required for such leaves and must be obtained as much in advance as possible. This leave shall be without pay and without accumulation of Union seniority. Formal approval must be obtained as much in advance as possible for this leave. The employee returning from an approved leave under this section shall have the right to return to work if and when an opening does occur in the bargaining unit. Refusal to return when recalled shall be considered as abandoning the position and the employee shall lose all Union seniority and be terminated from employment.

(2) Short Term Leave

- (a) Short term consent leaves, without pay, but with continuing fringe benefits and continuing Union seniority accrual, may be granted at the option of the Employer for periods of not less than five (5) or more than thirty (30) working days. When granted, specific leave dates shall be established. Employees granted such leave shall be required to report for duty upon the termination of the leave.
- (b) The employer reserves the right to deny approval of such short-term consent leaves within a classification if it will adversely affect the normal operations of the building.

- (c) Employees returning from short-term consent leaves shall return to the same position they held prior to the leave.

C. Military Leave

- (1) Any regular employee who may enter the defense forces of the United States for service or training, shall make application for military leave and shall, upon return, be reinstated to the first vacancy in this Unit with full credit including the annual wage schedule increment. Such applicants must show proof that he/she can completely qualify for said position. The District shall make every effort to rehire any partially disabled veterans who left their employ for service in the Armed Forces.
- (2) Said application for reinstatement shall be made not later than ninety (90) days from the date of release or discharge.

ARTICLE XI

GRIEVANCE PROCEDURE

- A. The District agrees to recognize the Steward of the Local Union and/or the designated representative of the Union in processing grievances as the occasion may arise.

B. Definition of a Grievance

A claim by an employee, group of employees or the Union that there has been a violation, misapplication or misinterpretation of the terms of the Agreement shall be deemed a grievance under this contract and will be subject to the grievance procedure as provided herein.

C. Grievance Procedure

Step 1

The employee with a grievance or the representative of the Union shall first discuss the matter with the immediate supervisor directly with the object of resolving the matter informally. The immediate supervisor shall submit a written response to the employee within five (5) working days.

Step 2

In the event that the employee is not satisfied with the disposition of the grievance at Step 1, the employee may, within five (5) working days file a written statement of grievance with the Deputy Superintendent who shall respond in writing to the grievance within five (5) working days following the receipt of same.

The written statement of grievance shall contain:

- a. The name of the aggrieved employee or employees.
- b. The description of the act giving rise to the grievance.
- c. The section or sections of the Agreement allegedly violated.
- d. The action requested to remedy the grievance.

Step 3

If the response of the Deputy Superintendent is not satisfactory to the employee, the Union may within five (5) days after receipt of the response from the Deputy Superintendent appeal the written grievance to the Superintendent and a meeting shall be arranged within five (5) days to discuss the grievance.

The Superintendent shall provide a written response to the grievance within five (5) days.

Step 4

The Teamster's Grievance Panel shall review each grievance and determine whether or not the grievance will be processed for arbitration. The Teamster Grievance Panel shall inform the Superintendent's designee as to whether the grievance shall proceed to arbitration.

Step 5 Arbitration

1. If the dispute remains unresolved after completion of the foregoing procedure, the Union may, within forty-five (45) days after receipt of the Employer's response at Step 3 with a written notice to the Employer, submit the grievance to an impartial arbitrator selected from the American Arbitration Association, or Federal Mediation and Conciliation Service under and in accordance with the rules of said Association.
2. The decision of the arbitrator shall be binding on both parties.
3. The arbitrator shall have no power or authority to add to, delete from, alter or modify the terms of this Agreement, nor shall he have the power to substitute his judgment for the judgment of the Board.
4. The arbitrator shall be requested to submit his decision on the matter within thirty (30) calendar days after conclusion of the hearing.
5. 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 expenses.

ARTICLE XII

VACATION

- A. Vacation schedules must be approved in advance by the immediate supervisor and the Personnel Office.
- B. Vacation will be earned between July 1 and June 30 and will be credited to employee's bank on the July 1 immediately following the period in which it was earned.

Step increments will be based on longevity date.

In the event an employee is on a non-compensated absence for more than one half (1/2) the month, vacation will be pro-rated. Future vacation calculations will continue to be based on longevity date and earned between July 1 and June 30.

- C. The vacation allowance for twelve-month employees shall be as follows:

- (1) Employees with at least twelve (12) months of service by June 30, based on the longevity date, shall earn two (2) weeks of vacation.
Employees with less than twelve months (12) of service, based on longevity date, shall earn prorated vacation to be credited the following July 1.
 - (2) Employees with at least five (5) years of service by June 30, based on the longevity date shall earn three (3) weeks of vacation.
 - (3) Employees with at least ten (10) years of service by June 30, based on longevity date, shall earn three (3) weeks plus two (2) days of vacation.
 - (4) Employees with at least fifteen (15) years of service by June 30, based on longevity date, shall earn four (4) weeks of vacation.
- D. Upon death, retirement, resignation or layoff beyond the fiscal year, earned vacation pay accrued shall be paid to the employee or to the estate of the employee.
- E. Employees shall receive their current rate of pay based on straight time regular earnings for a vacation period.

Ten-month employees shall earn vacation at the rate of 5/6 of a day per month from the date of seasonal return until their last scheduled day worked in a school year. The vacation accumulation shall be based on the schedule found in Article XIII for twelve-month employees, e.g., employees with 1-5 years of continuous service would earn 5/6 of 10 days accumulated vacation. All other vacation provisions shall apply to 10-month employees.

Part-time twelve (12) month employees shall earn pro-rated vacation based on their regular weekly work schedule. The vacation accumulation shall be based on the schedule found in Article XIII for twelve-month employees, e.g. employees with 1-5 years continuous service and a three (3) day per week work schedule would earn sixty percent (60%) of 10 days accumulated vacation. All other vacation provisions shall apply to part-time twelve (12) month employees.

ARTICLE XIII **HOLIDAYS**

- A. All employees in the unit shall be entitled to the following holidays with pay provided they would normally be scheduled to work on the day stated:
- Independence Day (July 4)
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Day before Christmas
 - Christmas Day
 - Day before New Years
 - New Year's Day
 - Two days during spring school recess, to be established when district calendar is set
 - Memorial Day

- B. Should any of the above listed holidays fall on a Saturday, Friday, the day preceding shall be the recognized holiday. Should any of the above holidays fall on a Sunday, Monday, the day following shall be the recognized holiday.
- C. Should schools be open on one or more of the holidays listed above, employees shall work at regular pay rates and shall be allowed compensatory time off at another date.
- D. An employee must work on the last day preceding a holiday and the first work day after a holiday unless on an approved leave for personal reasons or on a valid sick leave absence in order to receive pay for the holiday.

ARTICLE XIV

INSURANCE BENEFITS

The District will provide the following benefits to all members of the bargaining unit.

Part time twelve (12) month employees will receive a pro-ration of benefits based on their regular work schedule. Those benefits requiring a premium payment must be paid by the employee on a pro-rata basis for the employer to be obligated to pay its share.

A. Life Insurance

The District shall provide life insurance of \$30,000 through a group plan for all employees.

B. Hospitalization

Health/Medical

Effective August 1, 2010, the Board will offer full family coverage for medical, surgical and hospitalization insurance with benefits comparable to or better than the Blue Cross Community Blue Option 3 in place at that time

Effective October 1, 2011 bargaining unit members receiving medical/hospitalization benefits will be responsible for a monthly contribution equivalent to 20% of the current illustrative rate for their level of coverage.

C. Disability Insurance

- The Board shall provide a long-term group disability policy for each member. The terms of the policy shall provide that eligibility shall begin after ninety (90) calendar days of disability.
- Individual sick bank accumulations will be frozen from the 91st day of disability until the member returns, or retires. Members who retire on disability will be eligible for the severance payment based on the formula and their frozen accumulation of sick leave
- All terms and conditions of the policy shall prevail, subject to the rules and regulations of the carrier.

D. Dental Care Program

The District shall provide dental insurance for employees and their families. The plan will provide benefits with maximum limits as defined in the 2000-2001 plan.

- E. Optical Insurance
The District shall provide optical insurance for employees and their families. The optical coverage shall be no less than the following every 24 months: \$100.00 for contacts, \$50.00 for frames, \$40.00 regular lenses, \$72.00 bifocal lenses, \$92.00 trifocal lenses, \$100.00 lenticular lenses, and \$30.00 eye examinations.
- F. COBRA
The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) may provide self-paid group health benefit coverage for specified amounts of time to the following:
 - Surviving dependents of deceased employee
 - Spouses of employees after divorce or separation
 - Medicare ineligible spouses and dependents of current employees
 - Children who no longer meet the groups eligibility requirements.
 - Employees who no longer meet the group's eligibility requirements due to termination (other than gross misconduct), reduction in hours or layoff.
- G. Cafeteria Benefits
The District will provide the Cafeteria Plan it offers the teachers. It will be effective October 1, 1994.

ARTICLE XV

LONGEVITY

- A. Longevity payments will be waived for 2013/2014 and 2014/2015
- B. Longevity pay shall be earned by all employees in the unit. Calculation will be based on years of service from the longevity date to December 31 of the year of payment. Payments shall be made according to the following schedule:
 - Payment of \$775 is made to employees with 5 or more full years of service by December 31.
 - Payment of \$950 is made to employees with 10 or more full years of service by December 31.
 - Payment of \$1,100 is made to employees with 15 or more full years of service by December 31.
 - Payment of \$1,275 is made to employees with 20 or more full years of service by December 31.
- C. Longevity payments shall be made on the first payday in December.
- D. Upon layoff, retirement or death, prorated payment shall be made with the final check.
- E. All employees regularly scheduled to work will receive full longevity unless a proration occurs as a result of non-compensated absences that exceed one half of the scheduled work days in a month.

ARTICLE XVI

RETIREMENT

- A. An employee may retire in accordance with conditions set forth in the Michigan Public School Employees Retirement Act.
- B. Upon submission of proof of retirement through the provisions of the Michigan Public School Employees Retirement Act, an employee shall receive a severance payment in the amount of 50% of the first 70 accumulated sick leave days in their individual bank, plus 20% of any additional sick leave accumulation ranging from 71 - 221 days. Based on this formula, maximum severance shall not exceed payment for 65 days.
- In the event of the death of an employee, the above described severance payment shall be paid to the estate of the employee or her/his named beneficiary at the same rate and under the same conditions as would accrue upon retirement.
- C. **Retirement Severance**
Individuals actively employed in September 2011 will receive 5 days pay at retirement.
- Individuals actively employed for the 2013/2014 school year will receive an additional 5 days pay at retirement.

ARTICLE XVII

MISCELLANEOUS

- A. An employee shall be provided a copy of any evaluation report or disciplinary report that is to become a part of the employee's permanent personnel file.
- B. Employees shall have the right to review their individual personnel file at a reasonable time. Confidential materials, such as reference reports or other confidential items may be removed before the employee examines the file. Employees may request to remove from their personnel files unfavorable anecdotal reports three (3) or more years old and all non-district materials.
- C. Employees may request payroll deduction for Credit Union, Savings Bonds, United Way, and tax sheltered annuities.
- D. The Chief Steward and Alternate Steward of the Union may attend a function of the International Union such as a conference or convention, and shall be allowed time off, without loss of pay provided that such leave shall not exceed five (5) days per year. The Chief Steward and Alternate Steward attending under this provision shall be certified by the Local Steward.
- E. **Mileage Payments**
Employees required to use their own automobile on official school business shall be reimbursed at a rate equivalent to that adopted by the School District Board upon submission of proper forms approved by their immediate supervisor.
- F. Union building representatives and Union officers shall be permitted use of office equipment. Materials used shall be limited to Local Union business.

- G. When schools are closed due to inclement weather, all employees are required to work their regular shifts or use vacation or personal leave.
When schools are closed due to inclement weather and teachers are not required to make up the lost day(s), employees required to work that day will be permitted compensatory time off at a time mutually agreed between the employee and the immediate supervisor. Employees not required to work need not report to work and will not be pay deducted or have a day deducted from their leave bank.
- H. The employer will reimburse an employee for tuition and books upon successful completion of an appropriate course approved by the employer; the approval must be granted prior to the course being taken and proof of payment must be provided to the Business Office. An employee who terminates employment within 12 months of completion of a course shall reimburse the employer for the aforementioned costs.
- I. The Employer will provide in-service and staff meetings on appropriate subjects; staff members may suggest topics of a general nature or specific departmental concerns.
- J. Job Sharing - The Board supports the concept of job sharing and will make every reasonable effort to accommodate an employee interested in a job sharing position.
- K. The Board supports the concept of flexible working hours and will consider requests from individual employees. Such requests may not interfere with the efficient operation of the department involved. All flexible schedules in one office must provide for coverage of that office for the normal business hours, as established by the Board of Education which is currently 8:00 a.m. to 4:30 p.m. with summer hours, 8:00 a.m. to 4:00 p.m. No schedule may start earlier than one half hour prior to the established starting time. Any such arrangements may be discontinued by the unilateral decision of the employee or Board.
- L. The employer will make tests of qualifications available a minimum of twice per year.
- M. Employees may be required to take a physical examination to determine their ability to perform their duties.

ARTICLE XVIII

NO STRIKE--NO LOCK OUT

- A. The Union agrees that no work stoppage will be voted, condoned, authorized or undertaken by its members during the term of this Agreement, and that any employee engaging in a concerted work stoppage, authorized or unauthorized, will be subject to some disciplinary action.
- B. The Board agrees to abide by the law in regard to lockouts.

ARTICLE XIX

LAW SAVINGS CLAUSE

In the event that any of the terms, conditions or provisions of this Agreement should be rendered or declared invalid by reasons of existing or subsequently enacted legislation, or by any degree of a court of competent jurisdiction, such provisions shall remain in full effect. A special conference may be called to discuss the provisions declared or rendered invalid.

ARTICLE XX

EMERGENCY MANAGER

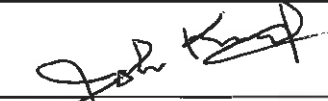
The following language is inserted pursuant to Act No. 9 of the Public Acts of 2011, and is not the result of mutual agreement on the provision by the parties: This entire agreement or specific provisions of this agreement may be rejected, modified, or terminated by an emergency financial manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4. By signing this agreement the Union does not agree or acknowledge that this provision is binding on either the Employer or the Union. In addition, the Union reserves the right to assert, where appropriate, that this clause is no enforceable.

DURATION OF AGREEMENT

- A. This Agreement shall continue in full force and effect from the date ratified by the Union and approved by the Board through June 30, 2017 when it shall terminate. Either party may request a reopener at anytime throughout that period for the purpose of discussions and/or negotiations regarding wages, benefits or other matters of issue.
- B. Should either party wish to extend or modify this Agreement, they shall give the other party written notice to that effect not less than sixty (60) days nor more than ninety (90) days prior to its expiration date.
- C. This Agreement shall supersede any rules, regulations, or practices that are contrary to or inconsistent with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year noted below:

ROSEVILLE COMMUNITY SCHOOLS



 John Kment
 Superintendent




 Rebecca Vasil
 Deputy Superintendent


3/10/15

 Date

TEAMSTERS LOCAL 214
ADMINISTRATIVE CLERICAL UNIT



 Michael Landsiedel
 Business Representative
 Teamsters Local 214



 Sharon Aguilar
 Steward

3/10/15

 Date

SALARY SCHEDULE

2013 – 2015 (See notation below*)

Administrative Assistant		
Level I	Step 1	20.99
	Step 2	21.50
	Step 3	22.02
	Step 4	22.52
	Step 5	23.04
	Step 6	23.55

Administrative Assistant		
Level II	Step 1	20.31
	Step 2	20.78
	Step 3	21.24
	Step 4	21.69
	Step 5	22.15
	Step 6	22.62

Administrative Assistant		
Level III	Step 1	19.17
	Step 2	19.58
	Step 3	19.99
	Step 4	20.40
	Step 5	20.81
	Step 6	21.22

*2013/2014 –

1. Each member will take five non-work, non-pay days, calculated at the employee's daily rate of pay. The total of the reduction will be spread in equal amounts from the time of ratification through the final paycheck of the 2013/2014 contract year.
2. Steps will remain frozen

*2014/2015 –

1. All those eligible will move one step on the salary schedule. For the 2014/2015 contract year, anyone who has advanced a step will be paid one half (1/2) of the salary increase due at the new step.
2. The salary of all members will be reduced by 5.5%, plus six non-work, non-pay days.
An additional four non-work days will be scheduled with no further reduction in salary.
3. For the 2015/2016 contract year, any wage or benefit reopener will be based on the 2013/2015 salary schedule, as cited above, prior to the 2013/2014 and 2014/2015 reductions (wages, non work/non pay days, and longevity).

Individuals whose primary job responsibility includes one of the functions listed below will receive a salary stipend of fifty cents (.50) per hour. If duties are reassigned or redistributed so as to alter the major responsibility of the position, the stipend will be re-evaluated and may be discontinued.

Child Accounting	State/Federal Grants
Employee Benefits	Senior Bookkeeper
Payroll	Substitute Caller
Purchasing	Technical Support-Curriculum

Educational Stipends:

Associates Degree (related field)	\$0.50/hour
Bachelors Degree	\$1.00/hour
Masters Degree	\$1.50/hour

Employees receiving a \$0.10/hour stipend for an associate's degree in an unrelated field, as of June 30, 2006, will continue to receive the stipend.

BOARD PAID RETIREMENT

Effective July 1, 1976, the Employer agrees to assume the Employee's contribution, not to exceed five percent (5) of the Employee's base wage, to the Michigan Public School Employees Retirement Act. This new benefit constitutes the Employee's wage raise for 1976-77.

CAUSES FOR DISCIPLINARY ACTION

Among the following, are some grounds for disciplinary actions and/or discharge:

1. Has been convicted of a felony or a misdemeanor involving moral turpitude.
2. Has willfully disobeyed any official regulation or order, or has failed to obey any proper direction made and given by her/his immediate supervisor.
3. Has been under the influence of intoxicants while on duty.
4. Has been guilty of insubordination or of disgraceful conduct when such occurred while on duty.
5. The employee is negligent or is guilty of gross neglect in the performance of her/his duties.
6. Is offensive in her/his conduct or language in public or to employees while on duty.
7. Is careless or negligent with monies or other property of the school district.
8. Has failed to pay or make reasonable provision for future payment of her/his debts to such an extent that such failure shall be detrimental to the school district. (Each case will be determined on its merits.)
9. If the employee has falsified any time sheet or time card to her/his benefit to receive a greater amount of pay.
10. If an employee is absent for one or more days at a time on two occasions and fails to notify the employer in advance.
11. The employer from time to time may post additional items provided a special conference is held with the Union on the items to be posted. It is further agreed that the employer shall notify the representatives of the Union when disciplinary action has been taken.

Memo of Understanding

- A. As part of the settlement of the 2006 collective bargaining agreement the Unit will agree to accept modifications to their health care plan provided that:
1. The modifications are also implemented in the Roseville Federation of Teachers collective bargaining agreement, and
 2. The Union is awarded any salary and/or benefit improvement that the Roseville Federation of Teachers receives in exchange for the health care modifications.

In the absence of an RFT agreement, the Union will agree to reopen negotiations with the Administration with the goal of exploring health care cost containment measures.

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