



MASTER AGREEMENT

**ROYAL OAK EDUCATIONAL SUPPORT ASSOCIATION,
MEA/NEA**

and the

ROYAL OAK BOARD OF EDUCATION

FISCAL YEARS

2007-08

2008-09

School District of the City of Royal Oak

TABLE OF CONTENTS

A G R E E M E N T	1
<u>PREAMBLE</u>	
ARTICLE I	2
<u>RECOGNITION</u>	
ARTICLE II	3
<u>BOARD RIGHTS</u>	
ARTICLE III	4
<u>ASSOCIATION RIGHTS</u>	
ARTICLE IV	6
<u>STRIKE AND LOCKOUT</u>	
ARTICLE V	7
<u>AGENCY SHOP</u>	
ARTICLE VI	9
<u>GRIEVANCE PROCEDURE</u>	
ARTICLE VII	12
<u>WORK SCHEDULES</u>	
ARTICLE VIII	14
<u>VACANCY, PROMOTION AND TRANSFER</u>	
ARTICLE IX	16
<u>SENIORITY</u>	
ARTICLE X	18
<u>DISPLACEMENT, BUMPING AND LAYOFF</u>	
ARTICLE XI	20
<u>RECALL</u>	
ARTICLE XII	21
<u>HOLIDAYS</u>	
ARTICLE XIII	23
<u>VACATION ALLOWANCE</u>	
ARTICLE XIV	25
<u>PAID LEAVE</u>	

ARTICLE XV <u>UNPAID LEAVE</u>	29
ARTICLE XVI <u>WAGES</u>	31
ARTICLE XVII <u>LONGEVITY PAY</u>	32
ARTICLE XVIII <u>SEVERANCE PAY</u>	33
ARTICLE XIX <u>INSURANCE BENEFITS</u>	34
ARTICLE XX <u>PAYROLL DEDUCTIONS</u>	40
ARTICLE XXI <u>EVALUATION</u>	41
ARTICLE XXII <u>DISCIPLINE AND DISCHARGE</u>	42
ARTICLE XXIII <u>MISCELLANEOUS</u>	43
ARTICLE XXIV <u>NEGOTIATIONS AND SEVERABILITY</u>	45
ARTICLE XXV <u>DURATION OF AGREEMENT</u>	45
APPENDIX A <u>WAGE SCHEULE -- JULY 1, 2007 THROUGH JUNE 30, 2008</u>	47
APPENDIX B <u>CLASSIFICATION CHART</u>	49
APPENDIX C <u>VACATION ALLOWANCE CHART</u>	52
APPENDIX D-1 <u>LOST AND/OR INCREASED PROJECTED REVENUE</u>	53

APPENDIX D-2	54
<u>AMERICANS WITH DISABILITIES ACT</u>	
APPENDIX D-3	55
<u>NEGOTIATIONS REGARDING CHANGES IN CONTRACT LANGUAGE DUE TO ENACTMENT OF FEDERAL AND/OR STATE LEGISLATION</u>	
APPENDIX D-4	56
<u>FEDERAL ESEA REQUIREMENT</u>	
APPENDIX D-5	57
<u>PROCEDURES AND GUIDELINES FOR POSTING CLASSIFICATION POSITIONS</u>	

AGREEMENT

PREAMBLE

This Agreement is made and entered into on the twenty-fifth day of October, 2007 between the School District of the City of Royal Oak, Oakland County, Michigan (hereinafter called the "Board"), and the Royal Oak Educational Support Association/MEA/NEA (hereinafter called the "Association").

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

Section 1.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the term of this Agreement of all employees of the District included in the bargaining unit described below:

All secretarial clerical staff and paraprofessionals employed by the Board excluding temporary employees, substitute employees, probationary employees, supervisory employees, confidential employees, including Superintendent's Administrative Assistant, Administrative Assistants to: Executive Director of Business and Technology Services, Executive Director of Student Services, Executive Director of Administrative Services and Executive Director of Business and Personnel Services.

Section 2.

The term "employee" when used hereinafter shall refer to all members of the bargaining unit regardless of gender.

ARTICLE II

BOARD RIGHTS

Section 1.

Except as modified by the specific terms of this Agreement, the School District of the City of Royal Oak, through its Board, shall retain all rights and power to manage the Royal Oak School District and to direct its employees.

The Association recognizes these Board rights as conferred by the laws and the Constitution of the State of Michigan and inherent in the Board's responsibility to manage the Public School System, including, but not expressly limited to, the right:

- a. to the executive management and administrative control of the School District and its priorities and facilities, and the activities of its employees during the employees' working hours;
- b. to hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- c. to determine work schedules after considering the needs of the program, to determine hours of work, and the duties, responsibilities and assignments of employees subject to the express provisions of this Agreement.

Section 2.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules and regulations in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by specific and express terms of this Agreement.

ARTICLE III

ASSOCIATION RIGHTS

Section 1.

The District shall grant the Association the right to post notices of Association activities on bulletin boards so designated in each building and to use Royal Oak School District inter-school mail services, e-mail, delivery boxes, and office equipment for such communications. Office equipment shall mean computers, typewriters, duplicating machines, calculators, and the telephones for local calls. The Association shall furnish its own supplies.

Also, the Association shall have the right to use school building facilities for Association meetings after regular class hours and during the regular evening shift hours of the custodians, provided a request is made to the appropriate office not less than five (5) days in advance, except under unusual circumstances, and there is no conflict with other school activities precluding such usage of the facilities and that no additional heating, air conditioning, or custodial time is required.

Section 2.

The Association President, or designee, will be allowed reasonable time during working hours, without loss of pay, to investigate and present grievances and meet with administration and attend court proceedings or administration agency hearings.

The Superintendent, or designated representative, may grant permission to the President to leave the individual's work location for a reasonable period of time.

The President shall not leave the work location without first obtaining such permission. The President shall perform the regularly assigned work at all times, except when granted permission to leave the work location as provided herein, and the privilege granted to the President to leave the work location is subject to the understanding that the individual will expeditiously devote such time to the proper handling of grievances and will not abuse such privilege. It is further agreed that permission for time off will be granted at the earliest reasonable time and further will not be unreasonably withheld.

In addition to the above, sixty (60) hours of released time with pay may be granted, without cost, for Association business that would be of mutual benefit to the parties. An additional twenty (20) hours of released time with pay may be granted, without cost to the Association.

Subject to the above approval, the Association may purchase additional released time with pay for other Association business at the substitute rate.

Section 3.

Preferential seniority which is given to the Association President shall not be used for the purpose of applying for classification openings or for promotion of any kind; only the actual seniority of the employee shall apply in these situations.

The President may exercise preferential seniority and maintain such seniority status if the individual's category is eliminated.

Section 4.

Employees shall be excused at 4:00 p.m. to attend one association general membership meeting with seven (7) days advance written notice. Employees shall not change their work schedule on the day of the Association meeting.

ARTICLE IV

STRIKE AND LOCKOUT

During the term of this Agreement, the Association agrees that neither it nor the employees shall authorize, sanction, condone, or acquiesce in any strike. "Strike" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purposes of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of the employment.

The Superintendent or designee, shall have the right to discipline, including discharge, any employee for taking part in any violation of this Article.

The Board also agrees that, during the duration of this negotiated Agreement, it will not effect a "lockout" of bargaining unit employees.

ARTICLE V
AGENCY SHOP

Section 1.

Employees who are not members of the Association and employees who are hired by the Board after the execution of this Agreement and who are covered by the terms of this Agreement, shall be required as a condition of continued employment, upon completion of their probationary period, to acquire and maintain Association membership, or pay to the Association a representation fee to be determined by the Association. In no event shall the representation fee be greater than the annual dues uniformly required for a member.

Each employee shall submit such Association dues or representation fee to the Association representative or authorized payroll deduction of same on an authorization form within thirty (30) calendar days of the effective date of this Article or after attaining seniority status, whichever is later.

Failure to comply with the provisions of this Article shall be considered by both parties as just and reasonable cause for dismissal in which case the following procedure shall be followed:

- a. The Association's Executive Board shall notify the employee by letter, sent certified mail, return receipt requested, explaining that the employee is delinquent in rendering either the periodic and uniformly required Association dues or the representation fee in an amount equivalent to the periodic and uniformly required Association dues, and specifying the current amount of such delinquency and warning the employee that unless such dues or representation fee or a properly executed wage deduction authorization form is tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Superintendent, or designee, for termination of employment, as provided in this Article.
- b. The Association shall furnish the Superintendent, or designee, with a copy of the letter sent to the employee and a notice that the employee has not complied with the Association's request, and request the Board to terminate the employee's employment.
- c. The Superintendent, or designee, shall within ten (10) calendar days of receipt of said notice from the Association, notify the employee that employment shall be terminated at end of the pay period in which the Board's notice is sent to the employee, unless in the meantime the employee tenders the required Association dues or representation fee or wage deduction authorization form. If the employee fails to comply within the required time, the Superintendent, or designee, agrees to terminate the employee's employment at the end of the pay period in which the Superintendent's, or designee's, notice is sent to the employee.

Section 2. With respect to all sums deducted by the District pursuant to authorization of the employee, whether for dues or representation fee, the District agrees to promptly disburse said sums upon direction of the Association. In the event that cash payments have been made to the Association, prompt notification will be made to the Superintendent, or designee, of such payment.

Section 3. The Association shall indemnify and save the Board, its employees, agents and each individual School District Board member harmless against any and all claims, demands, costs, suits, or liability of any kind arising out of or in any way connected with action taken or not taken either for the purpose of compliance with this Article or in reliance upon signed authorization forms or letters furnished to the District by the Association or its members authorizing payroll deduction of dues.

Section 4. The Association shall receive in writing a new employee's name, date of employment in the bargaining unit, classification level, job title, work location, and hourly wage rate.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1.

A grievance is a claim, by an employee, or a group of employees (made through the Association), of an alleged violation, misinterpretation, or misapplication of the Agreement.

No grievance shall be processed unless it is presented within seven (7) days of its occurrence or when the employee should have had reasonable knowledge of its occurrence.

The Grievance Procedure shall be the exclusive method for settling grievances as defined herein.

The term days as used herein shall mean work days, as defined by the work schedule of a fifty-two (52) week employee.

The written statement of a grievance shall name the employee (s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to be violated by appropriate reference; state the contention of the employee with respect to these provisions; and indicate the relief requested. The Association shall be notified of all written grievances filed.

Grievances filed as class action or Association grievances shall be initiated at step two of the grievance procedure.

Section 2.

Step One – Initial Level

An individual employee shall informally discuss her/his grievance with her/his immediate supervisor and have the grievance resolved without intervention of the Association, provided the resolution is not inconsistent with the terms of this Agreement. At the option of the employee, an Association representative may be present.

If the decision is not satisfactory to the employee or the Association, the grievance shall be reduced to writing and presented to the immediate administrative supervisor within seven (7) days of the informal meeting.

The immediate administrative supervisor shall respond within seven (7) days of receipt of the grievance. The response also shall be sent to the Association's designee.

Section 3.

Step Two – Superintendent's/Designee's Level

If the grievance is not resolved at the Step One level, the grievance, shall, within seven (7) days, be presented in writing to the Superintendent, or designee through the Association.

Within seven (7) days of receipt of the grievance, the Superintendent, or designee, shall meet with the Association in an effort to resolve it.

Not more than seven (7) days following the meeting, the Superintendent, or the designee, shall advise the grievant(s) and the Association's designee of the decision in writing.

Section 4.

Step Three – Arbitration Level

If the grievance is not resolved at Step Two, the grievance, at the option of the Association, may be submitted to binding arbitration.

The Association shall give the Superintendent, or designee, written notice of its intention to arbitrate within seven (7) days of receipt of the written disposition of the Superintendent, or designee.

If within ten (10) days of receipt of the Association intention of arbitration, the parties cannot agree as to an arbitrator, the arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association (AAA).

Neither the District nor the Association shall be permitted to rely on any evidence in the arbitration proceeding which was not introduced at a previous grievance step.

The award of the arbitrator shall be binding upon the Association, District and any employees involved.

Section 5.

The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of this Agreement or construe said terms in derogation of the Board's rights and responsibilities, except to the extent such rights and responsibilities may be expressly limited by the terms of the Agreement.

The arbitrator's fees and expenses shall be shared equally by the Board and the Association.

All other expenses shall be borne by the party incurring them, except as is otherwise provided for in this Agreement.

Section 6. Failure of the Association to proceed with any grievance within the time limits set forth in this Article shall result in dismissal of the grievance. Such dismissal shall be without prejudice.

Failure of the Board or its representatives to render a decision within the time limits set forth in this Article shall automatically move the grievance to the next step in the Procedure or the grievance may be dropped.

Section 7. After a grievance has been withdrawn, it can only be reinstated after a written finding by a fully constituted Association Review Board but an arbitrator shall have no authority to grant back pay for the period of withdrawal.

Section 8. The parties to this Agreement acknowledge that the pursuit of multiple remedies in an attempt to resolve a grievance, or grievances, has a detrimental effect on the harmonious relationship which exists between the Board and the Association. Therefore, should the Association and/or an employee elect to seek a resolution of a grievance through a means (i.e., court or administrative agency) other than that provided in this Article, it shall constitute a waiver of the appropriate party's right to have the grievance resolved by an arbitrator as provided in Section 4 above.

The filing of a written Demand for Arbitration shall constitute a waiver of the Association's and/or the employee's right to seek another form of resolution to a grievance, unless there is a law or regulation which prohibits the waiver of such right.

This provision does not, however, waive the Board's or the Association's right to seek to nullify an arbitration decision that is not consistent with the terms of this Article or any Law and/or Regulation.

Section 9. The grievant and one Association representative shall be released without loss of pay to take part in arbitration.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, except where the violation of a federal/state law has occurred.

ARTICLE VII

WORK SCHEDULES

Section 1. Employees in Secretarial/Clerical assignments (Classifications 2 through 8) normally work an eight (8) hour day exclusive of a lunch period. The standard work week is forty (40) hours. Any change in work schedule for these employees will be communicated to them, by letter, prior to such change.

The fifty-two (52) week, forty (40) week, thirty-eight (38) week and thirty-six (36) week designation of positions listed in Appendix B are considered to be the "normal" work year for the positions which are listed in order of classification. It is understood that, at a minimum, thirty-six (36) week positions will work whenever students are in attendance.

Section 2. Classification 1 employees, except Special Education Paraprofessionals, as noted below, work varying hours per day. They normally work on those days when pupils are in attendance. Special Education Paraprofessionals will normally work seven (7) hours per day on days when pupils are in attendance for a full-day of instruction or will normally work a minimum of three and one-half (3.5) hours when students are in attendance for less than a full day of instruction. However, since Special Education pupils are normally not in the building seven (7) hours per day, building administrators may assign these Paraprofessionals to other tasks during available time.

Section 3. Overtime must be pre-approved by the employee's administrative supervisor.

All hours worked beyond forty (40) hours within a work week, including when an employee is working a summer hours schedule, shall be compensated at time and one-half (1.5) the employee's regular hourly rate or at one and one-half (1.5) the time worked in compensatory time. Previously scheduled vacation days, holidays, and snow days shall be considered days worked.

The method of overtime compensation will be mutually determined by the employee and the administrative supervisor.

If an employee and the administrative supervisor mutually agree to compensate overtime by the accumulation of compensatory time, the following restrictions shall apply:

- a. The accumulated time must be taken within the current school year.
- b. Use of compensatory time must be by mutual agreement of the employee and the administrative supervisor; however, no substitute service shall be provided when compensatory time is utilized.

Section 4. Morning and afternoon breaks will be provided for employees working six (6) or more hours daily.

The duration of these breaks will be fifteen (15) minutes for eight (8) hour employees and ten (10) minutes for employees working less than eight (8) but more than five (5) hours daily.

Employees working less than five (5) hours daily shall be entitled to one (1) break of ten (10) minutes.

Section 5. Summer hours will be in effect as follows:

Monday of the last week of June through Friday of the second full week in August, not to exceed eight (8) weeks.

Fifty-two (52) week, eight (8) hours per day employees will work a thirty-five (35) hour week and be paid for forty (40) hours.

- a. Employees will work a seven (7) hour day, five (5) days per week, unless a flex-time plan is submitted to and approved by the immediate supervisor and the responsible administrator in the Human Resource Department.
- b. Representatives of the Board and the Association will meet annually to discuss alternative configurations of the thirty-five (35) hour week. Overtime (see Section 5) will be compensated only after forty (40) hours have been worked.

Section 6. During the Winter, Mid-Winter, and Spring Break periods determined by the Master Agreement between the Board of Education of the School District of the City of Royal Oak and the Royal Oak Education Association employees shall work from 8:00 a.m. until 4:00 p.m., inclusive of a lunch period and two (2) break periods, and will be paid for eight (8) hours per day.

However, overtime (see Section 5) will be paid only after forty (40) hours of actual work have been completed. No compensatory time will be earned during the Winter, Mid-Winter, or Spring Break periods.

Section 7. Any changes in number of hours or work year must be mutually agreed to between the Association and the Administration.

ARTICLE VIII

VACANCY, PROMOTION AND TRANSFER

Section 1. A vacancy shall be defined as a newly-created position; an unfilled present position that the Superintendent, or designee, has determined will be filled; or a position where the current employee has been on an unpaid leave and has exhausted their FMLA leave eligibility, except as provided in Section II, below, and Article XV.

Section 2. A promotion is defined as an upward change in classification. A change within the same classification is considered a transfer.

Section 3. Vacancies shall be posted within five (5) days of the Executive Director, Business and Personnel Services knowledge that a vacancy will exist. Said posting shall set forth the effective starting date. Vacancies shall be posted, immediately upon receipt in the building, for a period of five (5) working days.

During the time of the posting, any qualified employee may apply to the Human Resource Office.

Section 4. Postings will be sent to all buildings and will set forth the position, classification, location (if known), and the required qualifications.

Section 5. A copy of all postings or a notice of intent not to fill open positions will be sent to the Association President.

Section 6. In filling vacancies the Superintendent, or designee, will consider the applicant's seniority, skills, abilities, and previous work experience both inside and outside of the School District.

Positions will be filled from within the bargaining unit if there is a bargaining unit applicant who meets the qualifications outlined on the posting.

Section 7. Within eight (8) work days after the expiration of the posting period, the Superintendent, or designee, shall make known his\her decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

Unsuccessful applicants may contact the Human Resource Office to determine the reason(s) for denial.

If the Superintendent, or designee, fails to place the selected applicant in the position within five (5) work days after being selected, the employee shall receive the pay rate commensurate with the new position. However, in unusual situations, an extension may be arranged by agreement of the parties.

Section 8.

The parties agree that unrequested transfer of employees shall be kept to a minimum.

In the event of a school or office closing, employees affected shall be notified of such closing, and shall have the first opportunity to request a transfer to an open position.

Section 9.

Any employee assigned by an administrative supervisor to temporarily assume the duties of another employee for a full work day, and in increments thereof after the first day, shall be paid the regular classification rate at the temporarily assigned employee's wage experience step, for those duties or the employee's present rate, whichever is higher.

Section 10.

Employees who request a transfer shall not be requested to prove competency through the retaking of skills examination, except as provided in Article X, XI, and XV relative to meeting the qualifications for a position.

However, if requested, an employee who transfers to a new classification may be provided with a minimum of two (2) days of orientation prior to assuming the responsibilities of the new assignment. Any such orientation shall not increase the employees work year without prior approval.

If the employee or the immediate supervisor believes additional orientation is required, a request can be made to the Executive Director, Business and Personnel Services. Such request shall be in writing and would identify the areas of responsibility for which additional orientation is requested.

Section 11.

No vacancy shall be filled by a substitute or temporary employee for more than fifty (50) working days (unless extended by mutual agreement between the Association and the Board) without the individual becoming a member of the bargaining unit, unless the vacancy is created as a result of a leave of absence for a known duration, in which event the Superintendent, or designee, may fill the position for such period with a contract substitute in order to permit the absent employee to return to the position upon return from leave.

ARTICLE IX

SENIORITY

Section 1. The seniority of all employees on the seniority list shall commence with the latest date of employment by the Board in a position within the bargaining unit.

Seniority can only be gained while employed in a position within the bargaining unit and shall be retained as long as the individual is in continuous employment with the District.

Section 2. New employees shall be considered probationary employees for their first fifty (50) full days of work, with no seniority, temporary leave, or other benefits, or other rights under this Agreement.

The term "full days" shall mean the length of the day for which the employee was employed (i.e., a posting for a 2-hour Class Size Relief Paraprofessional would mean that the two (2) hours per day would constitute a "full day").

Section 3. If the employee is continued in employment beyond the fifty (50) day probationary period, the employee shall acquire the status of a seniority employee and seniority shall be established from the first day worked as a probationary employee.

Applicable fringe benefits, excluding insurance benefits will commence with the first day as a seniority employee. However, insurance benefits will commence as provided under the eligibility requirements of the applicable insurance policy.

Section 4. CETA funded work experience training programs shall not count toward seniority although it is applicable to salary step placement and other fringes such as vacation and longevity.

Section 5. An employee shall lose seniority if he/she resigns, is discharged, or is absent without notice or approval for three (3) consecutive working days.

An individual who accepts an unclassified Administrative Assistant position in the District shall have his/her seniority and classification frozen.

Employees on layoff, who notify the Human Resources Office in writing by July 1 of each year of their availability for recall shall remain on the recall/Seniority List for two (2) years or their length of seniority, whichever is less. Said employee shall have their seniority, at the time of layoff, reinstated if re-employed by the Board.

Section 6.

After an employee acquires seniority, the employee shall be placed on the Bargaining Unit Seniority List.

Employees with the same seniority date shall be listed according to the alphabet with the employee whose surname at date of hire is closest to the letter "A" having the greater seniority, the next employee closest to the letter "A" having the next seniority.

Section 7.

The Superintendent, or designee, shall provide the Association with a complete list of members of the bargaining unit, their appropriate classifications, their latest date of employment for seniority purposes, salary scale and step, and locations, on or about April 15 of each year.

In addition, the Human Resources Office will contact the Association President at the end of each month to update the Association list relative to bargaining unit employee personnel changes.

ARTICLE X

DISPLACEMENT, BUMPING AND LAYOFF

Section 1. In the event it becomes necessary to reduce bargaining unit positions, a meeting will be held with the Association to review said positions within fourteen (14) days after written notice to the Association as provided in Section 5 of this Article.

Section 2. In the event that it becomes necessary to reduce the number of employees through layoff from employment, substitute and probationary employees shall be laid-off first.

Section 3. In the event a layoff of an employee becomes necessary, after substitute and probationary employees, the least-senior employee(s) without a position after the following bumping procedure has been exhausted shall be laid-off.

The bumping procedure shall be as follows:

Members bump in order of seniority. Members will bump the lowest senior member of their classification for which they are qualified so long as the number of work weeks and hours per day are equal to or less than their current position. A displaced member cannot displace another member with greater seniority in a lower classification. If a displaced employee must bump into a position in which the classification, work year, or hours are substantially less than their current position, they have the option of taking a voluntary layoff.

For displacement, bumping and layoff purposes only, all paraprofessionals shall be considered as a Classification 1 position.

To be deemed "qualified" to assume a position, the employee must have demonstrated by record of their personnel file or be able to demonstrate the ability to perform the duties and responsibilities of the position based on the qualifications listed in the latest vacancy posting for the position, plus any advanced technological skill(s) that has/have been incorporated into the duties and responsibilities of the position since the last vacancy posting, providing it/they have been utilized a minimum of ninety (90) working days by the person currently holding the position.

Section 4. Laid-off employees who notify the Human Resources Office by September 1, in writing, of availability for substitute work shall be given preference in assignment of substitute work.

Section 5. The Human Resources Office will notify the Association of layoffs for indefinite periods of time at least thirty (30) days prior to the anticipated layoff and give written notice to the affected employee(s) at least fifteen (15) days prior to the anticipated day of layoff.

Section 6. In the event of emergency layoffs due to economic reasons, the Superintendent, or designee, will provide at least fourteen (14) days notice to the affected employees following notification to the Association.

Section 7. Less than fifty-two (52) week employees who receive reasonable assurance of employment for the next school year and collect unemployment benefits for time that they are not normally scheduled to work will have deducted from their subsequent wages an amount equal to their unemployment benefits received for such time.

ARTICLE XI

RECALL

Section 1. The recall of seniority employees from a layoff shall be in reverse order from layoff, provided they can meet the qualifications of the available position.

To be deemed "qualified" to assume a position, the recalled employee must have demonstrated by record of their personnel file or be able to demonstrate the ability to perform the duties and responsibilities of the position based on the qualifications listed in the latest vacancy posting for the position, plus any advanced technological skill(s) that has/have been incorporated into the duties and responsibilities of the position since the last vacancy posting, providing it/they have been utilized a minimum of ninety (90) working days by the person currently holding the position.

Once deemed qualified the Board shall provide the employee with assistance, including training to develop and maintain skills necessary for the position.

Section 2. All employees having seniority, and meeting the qualifications for the available position, shall be recalled before any new employees are hired.

Section 3. Notice of recall shall be sent to the employee's address, as shown on the Personnel Record, by registered or certified mail.

If an employee fails to report for work within twelve (12) calendar days from the date of the mailing of the notice of recall, the employee shall be considered as having resigned.

Section 4. It is the employee's responsibility to notify the Superintendent, or designee, in writing, of changes in address.

ARTICLE XII

HOLIDAYS

Section 1.

The following are paid holidays if said holidays fall during the week of regularly scheduled employment:

a. 52 Week Secretarial/Clerical Employees

Independence Day
One to be arranged during the summer
Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Good Friday
Memorial Day
One (1) floating holiday during winter used between Thanksgiving and spring break
One (1) day between Christmas and New Years

b. 40 and 38 Week Secretarial/Clerical Employees

Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Good Friday
Memorial Day
Dr. Martin Luther King, Jr.'s Birthday (if school is not in session) or one additional holiday between Christmas and New Years

c. 36 Week Clerical/Paraprofessional Employees

Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Good Friday
Memorial Day

Section 2. Should a holiday fall on a Saturday or Sunday, another day shall be designated.

If the holiday falls when school is in regular session, the employee shall be given an additional vacation day in lieu of the holiday.

Section 3. Should a less than fifty-two (52) week employee work at least three (3) days of a week when school is not in session, said employee will be paid for any of the aforementioned holidays that fall on a weekday during the week worked.

ARTICLE XIII

VACATION ALLOWANCE

Section 1. Fifty-two (52) week employees shall earn twelve (12) days of paid vacation per year.

Vacation is earned in one (1) year and taken the following year (see Appendix C), except as provided below.

After six (6) work years of service, one (1) day will be added to the annual vacation for each additional year of service until a maximum twenty-four (24) days is reached.

Vacation is normally taken during the summer months but certain offices may find that some vacation time may be arranged during the school year, the work load during the school year permitting.

If a legal holiday falls on a workday within the vacation period, it shall not count against vacation time.

Employees may not elect wages in lieu of vacation except as otherwise provided for in this Agreement.

The first year an employee works in a fifty-two (52) week position, he/she will be given the option of taking vacation days earned through December beginning January 1 of that employment year. The vacation days earned between January 1 and June 30 may be taken beginning July 1 of the next employment year.

Section 2. Fifty-two (52) week employees may carry-over a maximum of five (5) earned vacation days beyond July 1 following the year in which the vacation time is acquired. However, the carried over days must be taken before September 1 of the year in which they were carried forward. If the days are not taken by the date specified (September 1), they shall be forfeited.

Section 3. Employees who work less than fifty-two (52) weeks shall earn vacation time at the rate of five-sixths (5/6) of a day per month of employment.

After six (6) school years of service, five-sixths (5/6) of a day shall be added to the annual vacation allowance for each additional year of service until a maximum of twenty (20) full days per year is reached.

In lieu of time off during the work year, less than fifty-two (52) week employees will be paid for their earned vacation time at the end of the work year. Such time shall be paid in the pay period following the employee's last regular paycheck unless the employee's last paycheck includes five (5) or less days of pay; in which case, the time shall be included in the employee's last regular paycheck.

Section 4. Part-day employees (one-half [1\2] time or more) will receive prorated vacation allowance.

Section 5. In the event of death of an employee, who at the time of death is eligible for vacation days under the above provisions, such vacation payment shall be paid to the employees' heirs or estate.

ARTICLE XIV

PAID LEAVE

Section 1.

Paid leave days are not the property of the employee but are the Board's provision for absence with pay for specified personal emergencies.

Employees shall be allowed one (1) day absent without loss of wages for every four (4) weeks worked, not to exceed twelve (12) days per year, for the following reasons:

- a. Personal illness or injury.
- b. Serious illness in the immediate family (parent, spouse, child, and/or other family members residing in the employee's household). Three (3) days per incident and fifteen (15) days within each year are the maximum allowed, except as provided under the Family Medical Leave Act.
- c. Death of a near relative, which may include child, sibling, spouse, parent, parent-in-law, sibling-in-law, uncle, aunt, step-parent, step-child, grandchildren, grandparents, and/or other family members residing in the employee's household. The usual number of days is to be three (3) days for the metropolitan area and five (5) days in cases where considerable travel is involved.
- d. Three (3) days of absence each year caused by personal emergencies or legal and professional matters of a very urgent nature which can be transacted only during the workday may be used.

Except in cases of utmost emergency, notice of such absence and the reason shall be given in advance to the administrative supervisor.

Days shall not be used for the extension of established vacation and recess periods. The days may not be used for vacation, recreational pursuits/travel, social functions, economic gain (e.g., other employment), and/or to accompany the employee's spouse on a vacation or business trip(s).

- e. Upon written request to the Human Resources Office through the administrative supervisor, employees may obtain approval for absence in connection with participation in recognized, organized, religious holidays, as listed on the calendar published by the National Conference of Christians and Jews, Inc., such absence to be deductible from their accumulated sick leave to a maximum of three (3) days per contract year.

Requests should be received by the Superintendent, or designee, at least two (2) days in advance.

- f. Employees who are summoned for jury duty examination and investigation must notify their administrative supervisor and the Human Resources Office within twenty-four (24) hours of receipt of such notice.

If the employee then reports for jury duty, any jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) will be signed over to the school district for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work. Such time spent on jury duty will not be charged against paid leave days.

- g. Other reasons and/or persons approved by the Superintendent, or designee.

Section 2.

At the end of each year, the unused portion of the available paid leave days shall be cumulative.

Section 3.

Illness or inability to report for work must be reported to the person designated by the administrative supervisor as soon as possible prior to or on the day of absence. Arrangements as to the appropriate time and place of call should be made with the administrative supervisor.

Section 4.

On any day when all the Royal Oak Schools are closed by declaration of the Superintendent, or designee, due to inclement weather, Secretarial/Clerical/Paraprofessional employees are not expected to report.

Should a Secretarial/Clerical/Paraprofessional employee be asked to report, the employee will receive an extra day's compensation.

Work schedules shall be subject to change to permit immediate implementation of legislation that permits the rescheduling of days not provided because of conditions not within the control of the Board.

Section 5.

Sick Leave Bank -

The District shall contribute one hundred thirty (130) paid leave days to a Sick Leave Bank for each contract year. Any balance of days left in the Bank on June 30, each contract year, shall accumulate up to a maximum of 300 days.

Each July 1, the District will contribute up to 130 days not to exceed an accumulated maximum of 300 days. Employees hired after July 1, 2004 will contribute one (1) day at the end of their first year of employment.

- a. When an employee has been absent due to personal illness or injury for ten (10) or more work days within the contract year due to the same or a directly-related disability, has exhausted his/her accumulated paid leave allowance, as provided in this article, and has gone ten (10) days without pay, he/she shall be eligible to apply to the Sick Leave Bank for additional days.

Sick Leave Bank days shall be paid based upon the employee's hourly rate.

During the period an employee is receiving Sick Leave Bank days, his/her insurance benefits will be continued for that period of time.

- b. The Sick Leave Bank shall be administered by a joint Administration/Association Committee. The Committee shall have two (2) Administration representatives and two (2) Association representatives to be appointed annually by the respective bodies.

The Committee shall establish and publish, on an annual basis, its operating rules and procedures. Such rules and procedures shall be consistent with the terms of the Master Agreement.

- c. An illness of and/or injury to an employee that causes an absence of less than ten (10) work days in duration after the exhaustion of the employee's accumulated paid leave allowance normally will not permit him/her to receive Sick Leave Bank benefits.
- d. The administration of the Sick Leave Bank is not subject to the Grievance Procedure.

Section 6.

Subject to approval of the Human Resources Office, the Board will provide days to be used for conference attendance by employees.

Written requests shall be signed by the administrative supervisor indicating his/her support for the employee's participation in the conference, prior to submission of the request to the Human Resources Office for consideration.

It is understood that conference topics shall be timely and have application for the employee's job performance.

ARTICLE XV

UNPAID LEAVE

Section 1.

Unpaid leaves for reasons such as alleviation of personal or family hardship, as defined by the Family Medical Leave Act; health, when recommended by a physician; long-term disability, as approved by the insurance carrier; or child care shall be granted by the Superintendent, or designee, for a period not to exceed twelve (12) consecutive months.

If an employee is returning from an unpaid leave for the above reasons, whose former position is no longer open, he/she will be assigned to the first vacant position for which the employee is qualified.

To be deemed "qualified" to assume a position, the individual must have demonstrated by record of their personnel file or be able to demonstrate the ability to perform the duties and responsibilities of the position based on the qualifications listed in the latest vacancy posting for the position, plus any advanced technological skill(s) that has/have been incorporated into the duties and responsibilities of the position since the last vacancy posting, providing it/they have been utilized a minimum of ninety (90) working days by the person currently holding the position.

Section 2.

Unpaid leaves for reasons other than those listed in Section 1 of this Article may be granted by the Superintendent, or designee, for a period not to exceed twelve (12) consecutive months.

If an employee is returning from an unpaid leave as provided in this section, whose former position is no longer open, he/she will be assigned to the first vacant position for which the employee is qualified.

To be deemed "qualified" to assume a position, the individual must have demonstrated by record of their personnel file or be able to demonstrate the ability to perform the duties and responsibilities of the position based on the qualifications listed in the latest vacancy posting for the position, plus any advanced technological skill(s) that has/have been incorporated into the duties and responsibilities of the position since the last vacancy posting, providing it/they have been utilized a minimum of ninety (90) working days by the person currently holding the position.

Section 3.

Upon request from an employee, the superintendent, or designee, may grant an unpaid leave for a period less than twelve (12) consecutive months.

Employees returning from the unpaid leaves, as provided in this Section that have not exceeded thirty (30) working days may be placed in the same position.

Section 4. Employees on unpaid leaves of absence must notify the Human Resources Office, in writing, of their intent to return to work at least thirty (30) calendar days prior to the expiration of their unpaid leaves. Failure to provide the required notification shall result in termination of employment.

Section 5. An employee returning from an unpaid health and/or Long-Term Disability leave of absence, must submit a written statement from a physician, addressing the illness and/or injury, which was the basis for the leave, certifying the employee's ability to return to his/her duties.

The statement shall be from a physician in the same area of specialty as the physician who recommended that the employee be placed on the health and/or Long-Term Disability leave of absence.

The Superintendent, or designee, reserves the right to have the employee examined by a physician of his/her choice, at Board expense, in the same area of specialty as the physician who originally recommended that the employee be placed on a leave of absence.

Section 6. The Superintendent, or designee, reserves the right to have any employee, returning from a leave of absence, examined by a Board appointed physician to verify the employee's ability to return with no limitations.

ARTICLE XVI

WAGES

Section 1. Placement of new employees at the proper step within classification shall be determined by the number of years of applicable work experience or related college experience within the ten (10) year period previous to date of employment. For the duration of this Agreement, the following criteria for such determination shall be used as determined by the Executive Director, Business and Personnel Services:

- 0-2 Years' experience — Begin at Step 1
- 3 Years' experience — Begin at Step 2
- 4 Years' experience — Begin at Step 3
- 5 Years' experience — Begin at Step 4

Section 2. Annual increments on the Wage Schedule(s) (see Appendix A), based upon the Length of Service date, shall be granted to all employees in continuous employment.

The Length of Service date for employees in continuous service is usually the Initial Date of Hire. Layoffs and recalls, unpaid leaves, or other periods of non-employment may necessitate adjusting the Initial Date of Hire to reflect an employee's total service. This procedure will be used to establish the Length of Service date for calculating wage increments (Article XVI), vacation allowance (Article XIII), and longevity payments (Article XVII).

Section 3. Total length of service shall be used in the application of the appropriate wage step placement and applicable fringe benefits for continuously employed bargaining unit members.

Section 4. The hourly wage rates for employees covered by this Agreement are set forth in Appendix A, which is attached to and made a part of this Agreement.

ARTICLE XVII

LONGEVITY PAY

Section 1. Each employee shall be granted an annual longevity payment as follows:

After completing nine (9) years, each employee shall annually receive three hundred fifty dollars (\$350), in the tenth (10), eleventh (11), and twelfth (12) years of employment.

After completing twelve (12) years, each employee shall annually receive (four hundred fifty dollars (\$450) in the thirteenth (13), fourteenth (14), and fifteenth (15) years of employment.

After completing fifteen (15) years, each employee shall annually receive (five hundred fifty dollars (\$550) in the sixteenth (16), seventeenth (17), and eighteenth (18) years of employment.

After completing eighteen (18) years, each employee shall annually receive (six hundred fifty dollars (\$650), in the nineteenth (19) year, as well as in each additional year of employment through his/her twenty-fifth (25) year.

After completing twenty-five (25) years, each employee shall annually receive seven hundred fifty dollars (\$750), in the twenty-sixth (26) year, as well as in each additional year of employment beyond twenty-six (26) years.

Section 2. Annual longevity payments shall be made based upon the Length of Service Date for all qualifying employees.

The annual longevity payment will be paid in the regular paycheck; however, the Board will arrange to reduce the tax deduction by taking the required taxes during a number of pay periods. The number of pay periods will be determined by the Payroll Department.

ARTICLE XVIII

SEVERANCE PAY

Section 1. Employees with ten (10) or more years of service with the School District, regardless of bargaining unit, shall be granted severance pay equal to one-half (1/2) accumulated paid leave days not to exceed seventy-five (75) days' pay.

Said pay shall be computed as provided in Section 2 below, not to exceed three thousand five hundred dollars (\$3,500).

No employee may participate more than once and payment shall be determined by the days earned while a member of this bargaining unit.

Section 2. Effective June 30, 1992, the number of accumulated paid leave days that may be used to qualify for severance pay will be frozen at the number of accumulated paid leave days in the employee's bank as of said date, not to exceed seventy-five (75) days. However, the number of accumulated paid leave days that may be used to qualify for the severance payment may be reduced through the employee's subsequent usage, although the lost days may be restored to the employee's previously frozen maximum by non-usage of future paid leave days.

Further, effective June 30, 1992, the severance pay shall be calculated utilizing the employee's hourly rate at the end of his/her 1991-92 work year.

In the event of death of an employee, who at the time of death is eligible for the above severance benefit, such severance payment shall be paid to the employee's heirs or estate and shall be in addition to the life insurance as provided for in Article XIX, Section 4.d.

Section 3. Members of the bargaining unit employed prior to July 1, 1992, who meet the requirements outlined above in Sections 1 and 2, will be eligible to participate in the severance pay program.

Section 4. Members of the bargaining unit employed after June 30, 1992, shall not be eligible to participate in the severance pay program.

ARTICLE XIX

INSURANCE BENEFITS

Section 1. The Board will pay the premiums for the insurance benefits listed in this Article for eligible employees.

Section 2. To be eligible for insurance benefits, an employee must be employed regularly for twenty (20) or more hours per week with the exception of Long-Term Disability (see Section 4, c).

Effective July 1, 1996, current employees, who are eligible to receive health insurance benefits (employed for twenty [20] hours or more per week) and work less than thirty (30) hours per week, shall seek an increase in work assignments to insure that they work a minimum of 1080 hours during their regular work year in order to continue to receive fully-paid health insurance benefits.

Individuals employed after July 1, 1996, who are eligible to receive health insurance benefits (employed for twenty [20] hours or more per week) and work less than thirty (30) hours per week, shall be required to contribute fifty percent (50%) of the cost of their health insurance benefits. The contribution shall be on a monthly basis through authorized payroll deduction.

Section 3. Employees with regular assignments which coincide with the student year and who receive reasonable assurance of employment in the Fall shall receive insurance coverage throughout the summer.

Insurance coverage for employees who terminate their employment shall cease at the end of the month following the date of termination, except as provided for in Section 4.a.(3) of this Article.

Section 4.

Insurance Benefits -

a. General Provisions

- (1) The Board shall provide insurance coverage, as defined below, for all eligible employees, applicable to the classification and family status of all employees, who have registered with the school district's business office by October 1 of the work year.

In no instance shall an individual be covered by more than one (1) hospitalization contract to which the school district contributes. The Board shall not be required to provide hospital/medical insurance coverage to an employee who is under another hospital/medical insurance plan or policy. The employee must certify to the Human

Resources Office that he/she is not knowingly covered under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board.

Employees who cannot withdraw from coverage under the other policy may request the joint Association-District Leadership Committee to permit coverage under the Board's hospital/medical plan. The decision of the joint Association-District Leadership Committee shall be final and binding on the Board, Association and employee.

Employees who are discovered to have provided false certification shall immediately be removed from the Board's hospital/medical coverage program and shall not be eligible for the option to health provision for the remainder of the work year.

If an employee does not elect hospital/medical coverage (MESSA-PAK Plan A), the employee shall receive a cash payment through the cafeteria plan in the amount of \$1,800 per annum, on a pro-rata basis according to the percentage of position hired.

In addition, the following provisions shall apply:

- (a) Employees must annually indicate acceptance of the option by September 30.
- (b) Employees may apply this amount to a tax shelter annuity account through an annual election.
- (c) Distribution of funds will be semi-annually on the following dates:
 - 1) Second pay in October, and
 - 2) First pay in second semester
- (d) Employees hired after the beginning of the work year, or terminating/resigning before the end of the work year shall be pro-rated for this option according to the number of days worked.

- (e) Each employee, upon his/her date of employment and annually thereafter, is eligible to participate in the School District's Cafeteria Plan, Healthcare Reimbursement Plan and Dependent Care Reimbursement Plan. An employee's participation and eligibility for benefits shall be subject to and governed by the terms and provisions of the Plans and shall not be subject to the arbitration provisions of Article VI.
- (2) Any insurance benefit set forth in Section 4 of this article shall be provided on a pro-rata basis for the premium payment to any part-time employee wishing to receive such benefits, provided that the employee shall pay the balance of the premium payment through payroll deduction.
- (3) The Board shall pay the premiums for all insurance coverage as provided in this article throughout the year (12 months) for all employees who fulfill their work year with the school district.
- (4) The terms of any contract or policy issued by an insurance company for the coverage described below shall be controlling as to all employees concerning benefits, eligibility, termination of coverage, and other related matters.
- (5) The Board, by payment of the premium amounts required to provide the coverage described below, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as stated below. The failure of an insurance company/carrier to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board and/or the Association, nor shall such failure be considered a breach by either of them of any obligation under this agreement.
- (6) Disputes between employees and/or the employees' beneficiaries and any insurance carrier/company shall not be subject to the provisions of the grievance procedure (Article VI).
- (7) Employees who are placed on an unpaid leave of absence, who are laid-off and/or who terminates/resigns their employment with the school district, may exercise their COBRA (Consolidated Omnibus Budget Reconciliation Act) rights which allows the employee to continue their medical benefits coverage at their own expense as required by and pursuant to law and/or the rules and regulations of the carriers.

- b. MESSA-PAK for full-time (30 hours per week or more) employees, the Board agrees to provide for all full-time employees and their dependents, as appropriate, the following MESSA-PAK insurance protection:

Employees shall receive fully paid MESSA Choices with \$10/\$20 Drug Card for the life of the contract.

For the 2008-09 fiscal year, the issues of health, dental, optical, long-term disability and life insurance will be reopened for negotiations.

Employees electing Super Care 1 will pay the difference between the funded amount for MESSA Choices and Super Care 1. The employee contribution for June 2004 shall be made prior to June 30 through payroll deduction.

PLAN A:

For employees electing hospital/medical insurance coverage –

Health:

Super Care I with \$10/\$20 Drug Card (includes \$5,000 Basic Term Life with AD&D)

All employees selecting Super Care 1 shall pay the difference between the Super Care 1 with \$10/\$20 Drug Card monthly PAK rate and the Choices with the \$10/\$20 Drug Card monthly PAK rate multiplied times twelve. This annual contribution amount for Super Care 1 shall be paid through payroll deduction beginning the first pay of the school year and continuing for a total of twenty pays, in equal installments.

Employee contributions toward Super Care 1 premiums may be made through participation in the District's Section 125 Cafeteria Plan on a voluntary basis.

Long Term Disability (LTD):

70% of annual salary;
\$2,400 maximum per month;
180 calendar days waiting period;
Pre-existing condition waiver;
Freeze on offsets;
Alcohol/Drug waiver, same as any other illness;
Mental/Nervous provision, same as any other illness;

Negotiated Life;

\$1,000 with accidental death and dismemberment

Vision:

VSP-3

Dental:

100:50/50/50:1,000;
(\$1,000 maximum for Class I and II benefits);
Plan year – July 1 through June 30

PLAN B:

For employees not electing hospital/medical insurance coverage:

Long Term Disability (LTD):

70% of annual salary;

\$2,400 maximum per month;

180 calendar days waiting period;

Pre-existing condition waiver;

Freeze on offsets;

Alcohol/Drug waiver, same as any other illness;

Mental/Nervous provision, same as any other illness;

Negotiated Life:

\$6,000 with accidental death and dismemberment

Vision:

VSP-3

Dental:

100:50/50/50:1,000;

(\$1,000 maximum for Class I and II benefits);

Plan year – July 1 through June 30

c. Insurance Coverage for less than full-time employees.

For employees working less than 30 hours per week, but more than 20 hours per week, or 1080 hours per year, the Board shall provide, on a pro-rata basis the coverage as outlined in Section 4,b, (above).

d. Life Insurance

The Board, through direct payment of premiums, shall provide life insurance coverage of twenty thousand dollars (\$20,000) and accidental death and dismemberment insurance coverage of twenty thousand dollars (\$20,000) to all eligible employees. For 2000-01 the life insurance amount goes to twenty-five thousand dollars (\$25,000) and beginning in 2002-03 the life insurance amount goes to thirty thousand dollars (\$30,000).

Section 5.

Liability Insurance

The Board agrees to carry liability insurance in the amount of five hundred thousand dollars (\$500,000), on its employees as it pertains to their work-related liability.

Section 6.

The Board shall provide Worker's compensation benefits as required by applicable State law.

An employee who suffers an injury subject to the provisions of the Michigan Workers' Compensation Act shall return his/her Workers' Compensation benefits to the Board. The Board will then pay the injured employee his/her regular daily wage, with no deduction from the employee's accumulated paid leave allowance for a period equal to the number of days in the employee's accumulated paid leave allowance bank or forty (40) work days, whichever is less.

After the lapse of the above-noted period, the employee shall retain his/her Workers' Compensation benefits and shall be paid the difference between the employee's regular daily wage and any payment received under the provisions of the Michigan Workers' Compensation Act; said sum will be deducted from the employee's accumulated paid leave allowance bank on a prorated basis.

Section 7.

The carrier's determination as to the extent or amount of coverage shall be final and binding on the parties and the employee.

ARTICLE XX

PAYROLL DEDUCTIONS

Optional deductions shall be made when properly authorized, for Royal Oak Schools Credit Union, United Foundation, 403b and 457 Plan to authorized carriers, and ROESA dues, or any other program jointly approved by the Board and the Association.

ARTICLE XXI

EVALUATION

Section 1. Seniority employees shall be evaluated not less than every two (2) years annually by their administrative supervisors (however, ROEA member's input may be requested).

The evaluation shall be recorded on forms provided by the Human Resources Office.

A copy of the evaluation form shall be given to the employee by the evaluator during the evaluation review conference.

Section 2. The Board reserves the right to require more frequent evaluations when an employee's job performance has been designated as "less than satisfactory."

The Association will be notified of any employee who is being evaluated due to a "less than satisfactory" job performance designation.

Should an employee receive a "less than satisfactory" designation, the evaluator shall provide specific recommendation(s) for improvement with a stated time limit for evidence of the desired remediation.

Section 3. The employee may submit a written response (rebuttal) to the evaluation and said response shall be attached to and made a permanent part of the evaluation.

ARTICLE XXII

DISCIPLINE AND DISCHARGE

- Section 1. Should it become necessary to discipline an employee, including discharge, upon written request, the employee shall be granted a review hearing before the administrative supervisor. At such review hearing the employee may have an Association representative in attendance.
- Section 2. If the employee is dissatisfied with the results of said hearing, upon written request, the employee will be granted an appeal hearing before the Superintendent, or designee, with an Association representative present, if so desired.
- Section 3. Discipline and discharge shall be for just cause for a seniority employee.
- Section 4. Questions of discipline (except discharge) are outside of the Grievance Procedure except when said grievance results from a misapplication, misinterpretation or violation of the procedure set forth in Article VI.
- Section 5. Disciplinary reprimands by administrative supervisors or other personnel shall not occur in public places.

ARTICLE XXIII

MISCELLANEOUS

Section 1.

When an employee seeks to upgrade his/her skills by taking courses or participating in inservice activities (including seminars and conferences) outside of her/his normal workday, she/he will be reimbursed by the Board of Education for the fees and materials required to a maximum of two hundred dollars (\$200) per year. To be eligible the employee must receive the recommendation of her/his immediate administrative supervisor, prior approval from the Executive Director, Business and Personnel Services and provide the district with proof of satisfactory completion. Two thousand dollars (\$2,000) shall be allocated during each year of this agreement for this purpose and an amount up to one thousand dollars (\$1,000) of any unused funds shall be carried forward from one year to the next. An employee is not eligible for a reimbursement in excess of two hundred dollars (\$200) during the same contractual year until all requests of up to two hundred dollars (\$200) have been processed and then only to the extent that funds are still available (on a pro-rata basis). ROESA shall receive notification of all activities regarding this account. Reimbursement of expenses, including salary and mileage, associated with Board required participation in similar activities during the employee's normal workday shall not be charged against this account. An attempt will be made to offer professional development opportunities to ROESA members on teacher inservice days. Additionally, a maximum amount of \$200 per employee will be allotted for "No Child Left Behind" compliance, with a \$2,000 calendar year maximum amount for the bargaining unit.

Section 2.

The Association may request a conference between a representative of the Association and a representative of the Board to discuss matters of mutual concern.

Discussion at such conferences shall be limited to problems indicated on a written request for such conferences. However, Master Agreement alterations shall not be discussed except by mutual agreement of both parties.

Section 3.

Three (3) official copies of this Agreement will be executed, signed by the parties, one (1) to be retained by the Association, one (1) to be retained by the Board of Education, and one (1) to be retained by the Superintendent, or designee.

The Board will insure that two hundred (200) copies of this Agreement are printed.

Section 4. When employees use their cars to perform services at the direction of the administrative supervisor or must travel between schools due to the employees' assignments, such travel shall be reimbursed at the current IRS rate as of July 1st of each year.

Section 5. No employee covered by this Agreement shall have tenure in any position covered by this Agreement and such tenure previously acquired is hereby rescinded and/or waived.

Section 6. When appropriate, the Board shall provide protective clothing for employees.

ARTICLE XXIV

NEGOTIATIONS AND SEVERABILITY

Section 1. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change this Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) calendar days prior to the date of intent to terminate, setting forth the intention to cancel, terminate, or reopen this Agreement as the case may be.

Such notice shall be served by registered or certified mail, return receipt requested.

Section 2. In the event of timely reopening, the parties shall promptly arrange to meet for the purpose of negotiating either a successor Agreement or to modify, amend, add to, subtract from, or change this Agreement as requested.

Section 3. In the event that neither party serves upon the other timely notice of the desire to reopen this Agreement in the manner set forth above, the Agreement shall automatically be extended on a month-to-month basis. Such extension shall be subject to the reopening and extension provisions set forth above.

Section 4. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall be continued in full force and effect.

ARTICLE XXV

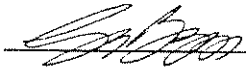
DURATION OF AGREEMENT

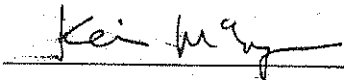
This Agreement shall be effective as of 12:01 a.m., July 1, 2007 and shall continue in full force and effect until midnight June 30, 2009. Each of the two (2) contractual years shall be defined as the period between July 1 of one year until June 30 of the next.

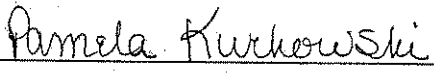
In witness whereof, the parties hereto have executed this Agreement by their duly authorized representatives this twenty-fifth day of October 2007.

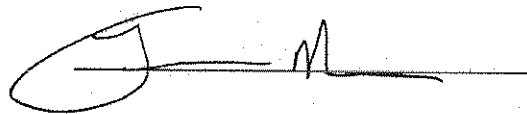
SCHOOL DISTRICT OF THE
CITY OF ROYAL OAK

ROYAL OAK EDUCATIONAL SUPPORT
ASSOCIATION/MEA/NEA









APPENDIX A

SALARY SCHEDULE

Increase hourly rates for the 2007-08 school year by 1.75%.

The hourly rates for the 2008-09 school year will be reopened for negotiations.

WAGE SCHEDULE – JULY 1, 2007 THROUGH JUNE 30, 2008

Classification	Step	Hourly Rate	Classification	Step	Hourly Rate
One	1	10.31	Five	1	14.04
	2	11.04		2	14.73
	3	11.62		3	15.32
	4	12.30		4	16.01
	5	12.91		5	16.80
	6	13.54		6	18.56
	*7	14.40	Six	1	14.54
	8	15.88		2	15.33
Two	1	11.88	3	15.93	
	2	12.49	4	16.68	
	3	13.13	5	17.40	
	4	13.74	6	19.22	
	5	14.37	Seven	1	16.44
	6	15.88		2	16.99
Three	1	12.80		3	17.53
	2	13.49	4	18.13	
	3	13.91	5	18.73	
	4	14.54	6	20.48	
	5	15.26	Eight	1	16.53
	6	16.79		2	17.44
Four	1	13.49		3	18.37
	2	14.04		4	21.33
	3	14.54			
	4	15.26			
	5	15.93			
	6	17.54			

*Last step for all Classification I employees except Special Education Paraprofessionals. Hourly rate for 2007-08 school year is \$15.03.

***Last step for HI Interpreter. Hourly rate for 2007-08 school year is \$17.89.

NON-OVERTIME/SUPPLEMENTAL HOURLY RATES

The following hourly rates will apply for all Secretarial/Clerical/Paraprofessional non-overtime/supplemental "extra work" assignments with the exception of Royal Oak School District's Continuing Education Department building clerical employee assignments:

1 – 3 years of bargaining unit experience	\$11.06
4 – 6 years of bargaining unit experience	\$12.37
7 or more years of bargaining unit experience	\$14.32

The following hourly rates will apply for all Secretarial/Clerical/Paraprofessionals non-overtime supplemental "extra work" assignments for Royal Oak School District's Continuing Education Department building clerical employee assignments:

1 – 3 years of bargaining unit experience	\$7.38
4 – 6 years of bargaining unit experience	\$8.25
7 or more years of bargaining unit experience	\$9.53

Each year these rates will be improved by the wage adjustment for that year.

HOURLY DIFFERENTIAL --

Classification One Special Education Paraprofessional (EI, MildCI, HI, ECP, Transportation, ModerateCI, VI) will receive a \$.10 an hour differential.

Special Education (EI, MildCI, HI, ECP, Transportation, ModerateCI, VI) Paraprofessional who has advanced to Classification Two, Step 6 (see Appendix B), will receive a \$.15 an hour differential.

Classification One Special Education Paraprofessional (POHI) will receive a \$.20 an hour differential until advanced to Classification Three.

Principal's Secretary in Elementary School(s) will receive a \$.35 an hour differential during the normal 40-Week work assignment.

Classification 3 Media Technicians will receive a thirty cent (\$.30) hourly differential during the normal 38-Week work assignment.

Classification 3 Media Assistants will receive a thirty cent (\$.30) hourly differential during the normal 38-Week work assignment.

Classification 2 Media Clerks will receive a thirty cent (\$.30) hourly differential during the normal 38-Week work assignment.

APPENDIX B

CLASSIFICATION CHART

52 WEEK POSITIONS:

Classification 3

Print Shop Technician
Switchboard/Receptionist

Classification 4

Secretary for Substitute Services

Classification 5

Principal's Secretary in Middle School
Secretary for Transportation and Custodial Services
Secretary for Early Childhood Center
Secretary for Financial Services
Senior High School General Office Secretary
Secretary for Special Education
Secretary for Human Resource Office

Classification 6

Director's Secretary-Continuing Education
Principal's Secretary in Senior High School
Secretary – Vocational Education & Career Development

Classification 7

Accounts Payable/Payroll Support
Dispatcher/Transportation
Secretary for Operational / Instructional Technology
Secretary for Maintenance/Engineering
Data Entry Operator/Purchasing

Classification 8

Technical Assistant to Assistant Principals, High School
Athletic Coordinator
Payroll Coordinator
Secretary to the Director of Instructional Services and Staff Development

40 WEEK POSITIONS:

Classification 4

Principal's Secretary in Elementary School(s)
Senior High School Bookkeeper

38 WEEK POSITIONS:

Classification 2

Assessment Center Clerk
Senior High School Media Clerk

Classification 3

Senior High School Media Center Assistant
Elementary Media Technician
Middle School Media Technician/Office Clerk

Classification 4

Counseling Secretary, High School
Middle School General Office Secretary
Attendance Secretary, High School
Child Accounting Secretary, High School

36 WEEK POSITIONS:

Classification 1

Acorn Paraprofessional
Class-size Relief Paraprofessional
Special Education Paraprofessional

Classification 2

Elementary School Clerk

Classification 3

Bilingual Technicians

APPENDIX C

VACATION ALLOWANCE CHART

<u>Years of Service Completed</u>	<u>12 Month Employees</u>	<u>Less than 12 Month Employees</u>
Less than 1 year	Prorated	Prorated
1 year	12 days	8.3 days
2 years	12 days	8.3 days
3 years	12 days	8.3 days
4 years	12 days	8.3 days
5 years	12 days	8.3 days
6 years	13 days	9.1 days
7 years	14 days	10.0 days
8 years	15 days	10.8 days
9 years	16 days	11.6 days
10 years	17 days	12.5 days
11 years	18 days	13.3 days
12 years	19 days	14.1 days
13 years	20 days	14.9 days
14 years	21 days	15.8 days
15 years	22 days	16.6 days
16 years	23 days	17.4 days
17 years	24 days	18.3 days
18 + years	24 days	19.1 days
19 years		19.9 days
20 years		20.0 days

APPENDIX D-1

Letter of Understanding

LOST AND/OR INCREASED PROJECTED REVENUE

In the event that the School District's budget's projected revenue, due to circumstances over which it has no control, drops below two percent (2%) or in the event that the School District's budget's projected revenue, due to circumstances over which it has no control, is increased by two percent (2%) or more through unanticipated, undesignated funds, proposals that may have a direct impact on this agreement will be negotiated.

Further, in the event of the failure of any millage vote or similar economic hardship placed upon the School District over which it has no control, it is agreed that the parties shall meet to negotiate any proposals and/or alternatives that may have a direct impact on this Agreement. However, it is expressly agreed that all Articles and Sections of this Agreement shall remain in full force and effect until completion of the "emergency" negotiations and ratification of any and all modifications or until the expiration date of this Agreement, whichever event shall occur first.

School District of the
City of Royal Oak

Royal Oak Educational Support
Association/MEA/NEA

Lynette Morrison

Karen A. Vecchi

Jeanne Dolson

Kim Fuis

APPENDIX D-2

AMERICANS WITH DISABILITIES ACT

The parties agree that, after consultation with the Association, the Board may take whatever action it deems appropriate under the provisions of the Americans with Disabilities Act (ADA), including, but not limited to, transferring employees under the provisions of Article VIII (Vacancy, Promotion, and Transfer), to create a position for the employee qualified under the ADA.

School District of the
City of Royal Oak

Royal Oak Educational Support
Association/MEA/NEA

Lynette Morrison

Karen A. Kerchin

Jeanne Dolbow

Kimi Pires

APPENDIX D-3

NEGOTIATIONS REGARDING CHANGES IN CONTRACT LANGUAGE
DUE TO ENACTMENT OF FEDERAL AND/OR STATE LEGISLATION

Within thirty (30) days following notification of the enactment of Federal and/or State legislation that may affect the provisions of this Agreement, the parties agree to meet to open negotiations on the impact upon the terms and conditions of the Agreement resulting from such legislation.

School District of the
City of Royal Oak

Royal Oak Educational Support
Association/MEA/NEA

APPENDIX D-4

LETTER OF AGREEMENT
BETWEEN


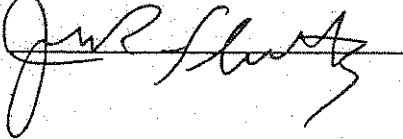
THE SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

AND

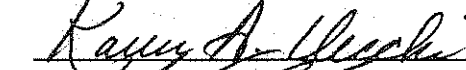
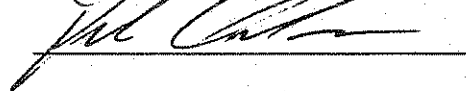
ROYAL OAK EDUCATIONAL SUPPORT ASSOCIATION, MEA/NEA

The parties agree that an ESEA Committee shall be formed, no later than March 15, 2004 with representatives from both the School District of the City of Royal Oak and from the Royal Oak Educational Support Association, MEA/NEA, to discuss ramifications and implementation of Federal ESEA requirements.

SCHOOL DISTRICT OF
THE CITY OF ROYAL OAK

ROYAL OAK EDUCATIONAL
SUPPORT ASSOCIATION, MEA

APPENDIX D-5

LETTER OF AGREEMENT
BETWEEN

THE SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

AND

ROYAL OAK EDUCATIONAL SUPPORT ASSOCIATION, MEA/NEA

This Letter of Agreement is between the School District of the City of Royal Oak (District) and the Royal Oak Educational Support Association (ROESA) and was developed to clarify procedures and guidelines for posting Classification 1 positions while employees are on lay off. Postings for all other classifications will follow procedures under Article VIII of the Master Agreement.

The parties mutually agree that when a Classification 1 position is considered vacant and it has been determined that this vacant position will be filled, the following posting procedures will apply:

At the beginning of the school year, assignment of staff (location and program) will be done at management's discretion and shall include, but not be limited to, consideration of program needs, student enrollment, and employee experience. This assignment of staff shall occur no later than ten (10) days beyond fourth Wednesday student count.

Any open position after ten (10) days beyond fourth Wednesday student count will be posted in accordance with Article VIII, Section 3.

Employees on lay-off will automatically be considered applicants and candidates for the open position.

Assignment of staff (location and program) may change during the school year based upon second semester scheduling and student enrollment changes that occur during the year. Open positions will continue to be posted.

It is further agreed that this action will resolve ROESA Grievance 02-03/04 and will not be precedent setting nor will it constitute past practice or form any basis for a future grievance.

SCHOOL DISTRICT OF
THE CITY OF ROYAL OAK

Sandra L. Stauds
John R. Shurtz

ROYAL OAK EDUCATIONAL
SUPPORT ASSOCIATION, MEA

Karen A. Uecker
John C. ...

