

**MASTER AGREEMENT**

**BETWEEN THE**

**ROCHESTER COMMUNITY SCHOOLS**  
**BOARD OF EDUCATION**

**AND THE**

**ROCHESTER SUPPORT PERSONNEL**  
**ASSOCIATION, MEA/NEA**

**2021/22 – 2023/24**

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## PREAMBLE

This Agreement entered into this, July 1, 2021 between the Rochester Board of Education, hereinafter known as the "Board", and the Rochester Support Personnel Association, affiliated with the Michigan Education Association, hereinafter known as the "Association".

### PURPOSE AND INTENT

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

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

## ARTICLE 1 - RECOGNITION

1.01 Pursuant to and in accordance with all applicable provisions of Public Employment Relations Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Association as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of the agreement of those members of the Board in the Bargaining Unit herein described. The Bargaining Unit includes all full-time and regular part-time secretarial/clerical personnel excluding but not limited to: secretaries to the superintendent, assistant superintendents, Chief Human Resource Officer, and also accountant, purchasing agent, and certified and professional employees, temporary employees, substitute secretaries, teacher aides, as well as any other non-certified and certified personnel not herein named.

1.02 If at any future date a new position is created, the Board will place said position in the proper classification after it has negotiated such placement and rate of pay with the Association.

1.03 The term "member" when used herein will refer to members included in the unit for bargaining as set forth in the paragraph above and references to male members will include female members. The term "Board" when used herein will refer to the Rochester Board of Education. When singular is used it will include plural. When plural is used it will include singular.

1.04 The term "Designee" or "Board" when used herein will refer to Central Office Administrators, principals, assistant principals, directors, supervisory or any other administrative personnel who may be authorized by the superintendent or the Rochester Board of Education.

1.05 The Board agrees not to negotiate with any secretaries' organization other than the Association for the duration of this Agreement.

## ARTICLE 2 - REPRESENTATION

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

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

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

2.04 The Association will be granted a total one hundred-twenty (120) hours per fiscal year, without loss of pay for conducting Association business, including attendance at Association meetings. The president of the Association must approve all requests for Association days. The Association president will provide appropriate written notice to the Human Resources department and the member's immediate supervisor so that a substitute may be secured if necessary. Reimbursement for MPSERS contribution must be made by the Association as required.

2.05 The Association president will be permitted to accept phone calls from Association members during working hours regarding representation matters arising from this Agreement. It is understood by the Parties that the Association will endeavor to keep such calls to a minimum and that all efforts will be made to avoid such calls from interfering with the president's performance of normal responsibilities.

## ARTICLE 3 – BARGAINING UNIT MEMBER RIGHTS AND RESPONSIBILITIES

3.01 The Board and the Association hereby agree to abide by the Michigan Public Employment Relations Act, other laws of Michigan and Constitutions of Michigan and the United States.

3.02 The Board specifically recognizes the right of its members appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC) or a mediator from such public agency.

3.03 The Association has the right to use school buildings and facilities for meetings in accordance with school policy.

3.04 The Board agrees to furnish, when practicable, to the Association in response to reasonable requests, public information concerning the financial resources of the District. The Board further agrees to supply available information which may be necessary for the Association to process any grievance or complaint, except in cases involving confidential personnel records covered by law.

3.05 It is the responsibility of the Association and individual bargaining unit members to honor Board policies and administrative regulations not in conflict with the Master Agreement. Neither the Association, its representatives, nor any bargaining unit member will assume administrative or supervisory authority, or direct members to disregard the instructions or directions of administrators or supervisors.

3.06 In order to provide continuing health protection for students, it will be the policy of the Board that all physical examinations required by the Board will be paid for by the Board. These examinations are required to certify that the individual is capable of carrying out his/her particular assignment.

3.07 All bargaining unit members accept the responsibility to strive for excellence in their work and to take advantage of opportunities for continually improving their skills and relationships with their co-workers and with the public. Bargaining unit members therefore are responsible for continuous improvement and development of the skills needed to perform their jobs, including the use of technology to complete their work assignments with professional proficiency.

3.08 Bargaining unit members are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the District. Bargaining unit members, therefore, are responsible to discharge their work assignments with professional proficiency and make a conscientious effort to meet all the reasonable demands of the Board.

3.09 No Bargaining Unit member will engage in Association activities or business during members working hours unless specified otherwise in this Agreement and/or receiving permission from the superintendent/designee.

3.10 Duly authorized Association representatives may be permitted to transact official Association business on school property provided that it will not interfere with or interrupt normal school operation, and that said representative(s) has the permission of the building principal/supervisor. Such business will be transacted in private.

3.11 Bargaining unit members are required to display exemplary behavior as an example to students, parents, community and co-workers and to refrain from actions which will detract from the appropriate image of a dedicated, sincere, and conscientious employee.

3.12 The Board agrees to establish procedures which will allow Bargaining Unit members to apply for permission to attend conferences.

- A. Depending upon the availability of funds, expenses approved by the administration, will be provided.
- B. Bargaining Unit members attending such conferences or in-service will be granted sufficient time to attend without loss of compensation.

3.13 Bargaining unit members will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

3.14 In the absence of a building supervisor (principal) or designee, bargaining unit members will not be held accountable or made responsible for the administration or supervision of the building. If the member is unclear of whom to contact when the supervisor is unavailable, the member should ask his/her supervisor for clarification.

3.15 The Board will make every effort to ensure that no member will be required to work alone in a building.

3.16 The Board will provide a lounge which contains a refrigerator, microwave oven, telephone, and adequate seating and also provide convenient rest room facilities for all members.

3.17 The building administrator will assume full responsibility for the administration of medication to students. The dispensation of medication to students may be given: a) by the building administrator in the presence of a second adult; b) by the Association member in the presence of a second adult, or c) by a non-Association member in the presence of a second adult. The district will facilitate access to tools that will assist in the dispensing of medications. The employer will indemnify and save harmless from any liability members properly administering medication to students.

3.18 The job description/duties of existing bargaining unit positions in effect at the time this Agreement is ratified will remain in effect except as modified through the procedure contained herein. The Board and Association will follow a results-oriented, collaborative process, which will include input from affected members and affected administrators when developing and modifying any RSPA job description. The Board will notify the Association and the member as to any potential changes in the job description/duties. Either party can request to meet to determine if a change in classification is necessary per Article 23. No change in the job classifications will be made until the Article 23 procedures have been implemented. The notice of changes in the job description/duties will be sent out prior to the effective date of said job description changes.

- A. The Board and Association will follow a results-oriented, collaborative process to review all RSPA Job descriptions/duties. All job descriptions will be reviewed periodically by a joint committee of at least one Association member and one member of Administration.

3.19 Members will have the privilege to payroll deductions for the following items:

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



## ARTICLE 4 – SENIORITY

4.01 New employees hired in a regular position other than substitute and temporary help will be considered as probationary members for sixty (60) working days in their job assignment. There will be no seniority among probationary members. When a regular member finishes the probationary period, said member will be entered on the seniority list and will rank for seniority as of the first working day assigned in the position. The sixty (60) working day period may be extended for any absences during that period, by the amount of said absences. The probationary period may be extended for good cause if the supervisor believes the probationary employee needs more time to demonstrate his/her ability to do the job. The Association will be notified and consulted before the end of the probationary period of the supervisor's need to extend the probationary period. No member will be required to serve more than one (1) probationary period. In the event positions are transferred to the Bargaining Unit from another bargaining unit in the District, the employees who are accreted to the Association as a result of such a transfer will be entered on the seniority list as of their seniority date in the former position transferred.

4.02 Seniority will be defined as the length of service within the District as a member of the Bargaining Unit. Accumulation of seniority will begin on the member's most recent date of hire (first working day) and will continue to accumulate unless the member retires, resigns, leaves the Bargaining Unit to assume another position, or is on a leave of absence in excess of twelve (12) months or on layoff.

4.03 The Board retains exclusive right to discharge and to take any disciplinary action involving a probationary member and such action as deemed appropriate by the Board will not be subject to the grievance procedure, to the extent that it conforms to the expressed terms of this Agreement.

4.04 A member will lose seniority and terminate employment with the Board for the following reasons:

- A. Member quits or retires.
- B. Member is discharged and the discharge is not reversed.
- C. If the member fails to return to work when recalled from layoff as set forth in the recall procedure provided herein.
- D. Involuntary layoff for three (3) years or length of work service in the District, whichever is shorter.

4.05 When more than one (1) member is hired on the same day, seniority will be determined by lottery. The Association will be notified of the time and place of such lottery and representatives of the Association will be allowed to be present.

- 4.06 The seniority list will show the names, job titles, classifications, and seniority dates of all members of the unit entitled to seniority.
- 4.07 The Board will provide the Association president with a seniority list upon request.
- 4.08 If a member who is not laid off takes a permanent position not included in the Bargaining Unit he/she will lose all accumulated seniority.
- 4.09 Notwithstanding his/her position on the seniority list, the president will in the event of a layoff, continue to work, provided he/she is qualified and can perform the work available.
- 4.10 A probationary member is one hired in the Unit with the understanding that their association with the District will last as long as the member does satisfactory work and there is a need for their employment in the District.
- 4.11 No bumping will be permitted by a member who has a job except during periods of layoff (see Article 8.02A). A member will not, by virtue of seniority, be entitled to select or to have any particular job within their classification.

## ARTICLE 5 - VACANCIES AND TRANSFERS

5.01 A transfer is any change in a job within the Bargaining Unit.

- A. A voluntary transfer is one that is requested by the member.
- B. An involuntary transfer can include a displacement, reassignment, restructuring or layoff

5.02 Transfers of seniority members will be made on the basis of qualifications, skills, experience, education, training and preparation. When these factors are substantially equal, seniority will have priority.

Applicants must complete the standardized tests for all positions. The only exception to the statement above is if the applicant is currently working in the same position, but at a different location. In this case she/he will not have to complete the position test if tenure in the current assignment has been less than ten (10) years.

- A. The test results will be used only to evaluate and measure the seniority member's ability to perform the skills necessary for the vacancy sought.
- B. Administration will discuss required tests with the Association, as well as any changes in passing scores prior to implementation.
- C. All candidates will be tested in a quiet work area on equipment that is of standard use in the Rochester Community Schools. The notice of vacancy will state the test(s) that must be taken and passed for advancement in the hiring/staffing process for that position. If a member has successfully taken and passed the required tests for a position, it will not be necessary to retake the test series for position consideration unless the position job description has changed and a new test profile requires new skills. The applicant will be provided his/her test results as soon as practicable. Tests may be proctored by a member of the bargaining unit. Scoring must be done by a non-bargaining unit member.
- D. The testing process permits an applicant to take a test up to two (2) times during that testing session.
- E. The Association and Board agree to establish a committee to evaluate test data in order to develop training and/or professional development that will benefit members. The committee will consist of an equal number of representatives of the Association and Administration and will meet periodically throughout the term of the contract.

5.03 A member who requests and is granted a transfer will remain on the job for one (1) year before said member becomes eligible to request another transfer. Exception to this rule may be made by the superintendent/designee.

5.04 Members interested in a transfer will comply with any and all of the directions of the notice of vacancy.

#### 5.05. Voluntary & Involuntary Transfers

- A. Members placed in a new position will be required to satisfactorily complete a trial period of forty (40) working days during the member's work year, to start from the date of employment in a new position. The final determination of whether the member is selected for any position rests with the Board. If the member does not satisfactorily complete a trial period he/she will be returned to his/her previous position if the position exists and is open. If the position has been eliminated or has been filled, he/she will be assigned to another position. The trial period will be automatically extended for any absences during that period by the amount of said absences. The trial period may be extended for good cause if the supervisor believes the employee needs more time to demonstrate his/her ability to do the job. The Association will be notified and consulted before the end of the trial period of the supervisor's need to extend the trial period.
  
- B. In cases of transfers during periods of layoff and recall the following would apply if the trial period is unsatisfactory. If the member does not satisfactorily complete a trial period she/he will be:
  - 1. Returned to his/her previous position, if available, and not held by a member of higher seniority.
  - 2. Placed in a vacant position that still exists after the district has followed the requirements for staffing vacancies under Article 5 of the Master Agreement.
  - 3. Placed in a position of same or lower classification, which is currently held by the least senior member of the association, thus displacing the lower seniority member.
  - 4. Placed on voluntary layoff, at the request of the member. By requesting to be placed on voluntary layoff, the member understands the conditions of Article 8.02 A and 8.02 B.

5.06 Members not granted a request transfer may have their application reviewed provided they make a request to the appropriate administrator within five (5) working days of the final decision. All members who apply for a transfer will be notified by the Board of its decision on the day the successful applicant is notified.

5.07 A vacancy will be defined as any of the following:

- A. An existing Bargaining Unit position where the member who held the position previously has resigned, retired, died, failed to return from a leave of absence, has been transferred to another assignment, or for some other reason is no longer permanently assigned to the position.
- B. A newly created Bargaining Unit position which is of a permanent nature.
- C. A non-bargaining unit position which becomes a Bargaining Unit position either by agreement or law.

D. A non-bargaining unit position that is established on a temporary basis pending Board decision to permanently add or discontinue per guidelines documented in Article 5.11.

5.08 Vacancies, within the Bargaining Unit, will be first posted internally in every school building when they are open. Postings will be open for a period of three (3) work days. During times of layoff (as per Article 8.02 F), vacancies within the bargaining unit will be posted for a period of two (2) work days. During the summer months, the Association president will be sent copies of each vacancy notice.

All Rochester Support Personnel Association members will be eligible to apply by submitting an internal application and other required credentials per the posting. All eligible member applicants will be afforded the opportunity to be interviewed before nonmembers. No external resumes or applications will be viewed by hiring managers until the internal process is completed.

5.09 A member who is transferred during their probationary period will have the time spent in the previous position counted toward completion of the probationary period. The member will also be required to complete the trial period referred to in Section 5.05 above.

5.10 Members will not interview any applicant for a Bargaining Unit position.

5.11 All vacancies that occur after January 1 will, at the discretion of the Chief Human Resource Officer, be filled on a permanent or temporary basis. Positions which had been filled on a temporary basis will be posted and filled as provided herein for the next school year.

5.12 Any temporary position created after July 1, and prior to January 1, that exceeds or is expected to exceed forty (40) work days will be considered permanent and will be posted.

5.13 The District and Association will meet prior to the elimination of an Association position. If a position is removed from the bargaining unit or a RSPA opening is not filled, discussion will take place with the Association President.

## ARTICLE 6 - DISCIPLINE, SUSPENSION, AND DISCHARGE

6.01 The Board will not discipline, suspend or discharge any seniority member without just cause. The Board agrees upon the discipline in writing, suspension or discharge of any member, to notify the Association in writing.

6.02 The disciplined, discharged, or suspended member will be allowed to discuss their problem with a representative of the Association and the Board will make available an area where they may do so before said member is required to leave the property of the Board. Upon request, the Board or its representative will discuss the problem with the member and the Association representative.

6.03 If the seniority member or Association believes the discipline, suspension or discharge to be improper, a written grievance may be filed within ten (10) regularly scheduled work days after the discipline, suspension or discharge is received by the member. If the grievance is over a discipline, it will be filed with the person who administered the discipline. If the grievance is over a suspension or discharge, it will be filed with the Chief Human Resource Officer. A grievance filed under this Article will be processed in accordance with the Grievance Procedure, Article 16.

6.04 Association representation may be present during any meeting which may lead to disciplinary action, if requested by the employee. The administration may discuss with a member concerns about the member's performance without an Association representative present if the purpose of the discussion is not intended for disciplinary action. When a request for representation is made, no action or further action will be taken with respect to the member until the Association representative is present. If written disciplinary action is likely to occur at a given meeting, or as a result of a given meeting, the member will be advised immediately of said possibility and be advised of the right to Association representation under this Article.

6.05 A practice of progressive discipline will be followed. The Board will make a good faith effort to provide timely notice to the member involved and the Association President prior to the initiation of that member's investigative meeting, unless an emergency is identified. The progressive discipline policy shall include verbal reprimands, written reprimands, suspension and discharge. Verbal reprimands are normally the first step of the disciplinary process. However, any disciplinary action taken against members will be appropriate to the behavior which precipitated said action.

## ARTICLE 7 – RESIGNATION/RETIREMENT

7.01 When a member desires to terminate employment, there must be at least fourteen (14) calendar days' notice of resignation/retirement, in writing, given to the immediate supervisor and the Human Resources Office. Resignations/Retirements of shorter notice will automatically forfeit all Rochester Community Schools benefits unless the resignation/retirement is of an emergency nature.

It is understood that the member must work the entire period of time as designated above with no absences during said period except for documented personal illness, or disability. Notice of resignation/retirement is irrevocable upon receipt by the Human Resources Office.

7.02 As of the date of resignation/retirement, the member automatically forfeits all accrued rights and benefits. In the event of re-employment, such member will be considered as a new member.

7.03 Resignations/retirements submitted with fourteen (14) or more calendar days advance notice will be entitled to pro-rated accrued vacation benefits.

7.04 Exception to the above may be made by the superintendent/designee.

## ARTICLE 8 - LAYOFF AND RECALL

8.01 Layoff means a reduction in the working force due to a decrease of work or limitation or reduction in operating funds and/or any other conditions beyond the control of the Board. Any position or member whose position has been affected will be considered displaced until the effective date as stated in the layoff notice.

8.02

- A. If it becomes necessary for a layoff, the probationary members within the affected classification will be laid off first. Seniority members will be laid off within the affected classification according to seniority. In no case will a less senior member be employed while there are laid off members who are qualified for a vacant or newly created position. If the member is not qualified for a position under this provision, they will be laid off.
- B. Members whose positions have been eliminated due to a reduction in work force or who have been affected by a layoff will have the right to assume a position for which they are qualified, and successfully passed the designated tests for the position, which is held by the least senior member holding such a position. If the member is not qualified for a position under this provision, they will be laid off.
- C. The Board will endeavor to retain affected members in their present pay grade if feasible.
- D. A placement meeting will be coordinated by the Chief Human Resource Officer/designee and the RSPA union president.
- E. Displaced members who are benefit-eligible will make their selection of position created from layoff in order of seniority. A member who is benefit-eligible may select a position which is not benefit-eligible. The process will be repeated by non-benefited members. Non-benefit eligible members may select a non-benefit eligible position. Members will have the right to select an open position for which they are qualified regardless of total annual hours.
- F. After completing the above process, all remaining open position will be posted per Article 7.
- G. Members on layoff will be recalled to a vacancy for which they are qualified and only after all other more senior members have had the opportunity to apply for a position and the vacancy still exists. Recall will be in reverse order of layoff. The most senior member will be recalled first. Should a member be offered a position at a lower classification than held prior to layoff and refuse said position, he/she will not lose his/her right to remain on the recall list.



8.03 Any member who assumes a new job assignment due to the layoff procedure will also assume the salary rate for that position.

8.04 Members to be laid off will have at least fourteen (14) calendar days' notice of their intended layoff. The Association president will receive a list of members being laid off prior to members receiving written notification of layoff.

8.05 Members laid off through the procedure as stated in this Article will be maintained on a recall list for a period of three (3) years, or length of service in the district, whichever is shorter, and will be recalled in reverse order of their layoff.

8.06 The Board may transfer within the departmental classifications on a District-wide basis where operating staff in one or more buildings is reduced due to layoff.

8.07 Any seniority member on layoff will be offered placement on the regular substitute list.

8.08 Notice of recall will be sent to the member at their last known address by registered or certified mail, and the Association president at the Association office by regular public mail. If a member fails to report for work within ten (10) working days from the date of delivery of the recall notice to the member's last known address, unless other arrangements are made, said member will be considered as having quit.

8.09 Each member is responsible for keeping the Board advised of any change of address and will not be excused for failure to report for work on recall if the member fails to receive recall notice because of their own failure to advise the Board in writing of their change of address.

8.10 The Board will have no obligation to recall probationary members who may be laid off.

8.11 Any member laid off will automatically terminate and suspend the Board's obligation to salary under this Agreement or any other agreement except for any salary, vacation, or longevity, or benefits earned by the date of layoff.

8.12 Should a member be offered a comparable position and refuse such appointment, he/she will lose the right to remain on the seniority- recall list and will be considered as having quit.

## ARTICLE 9 - LEAVES OF ABSENCE WITHOUT PAY

9.01 Leaves of absence for reasonable periods not to exceed one (1) year, upon written request to the superintendent or his/her designee, may be granted to members who are on seniority status without loss of seniority for good cause. To be eligible for a leave of absence, the member must have been employed by the Board for at least one (1) year.

9.02 A member granted a leave of absence by the Board of more than three (3) months may be given a position upon their return provided there is an opening in their job classification and job assignment (the position held immediately prior to granted leave) and the member has given proper notice. No member will be laid off in order to create a position for a member wishing to return from a granted leave. Members on a leave of absence of three (3) months or less will be returned to their original position, assuming that it still exists.

9.03 If on an extended leave of three (3) months or more, a member is required to notify the Human Resource Office in writing at least thirty (30) days preceding the expiration date of a leave indicating their desire to return or resign. Otherwise the member will be considered as terminating their employment with the Board. If the member does not provide such notice, said member will be deemed to have terminated their employment with the Board unless an exception to this rule has been made by the superintendent. A member on a leave of absence of three (3) months or less will be required to submit only a fifteen (15) day written notice.

9.04 The return of a member on a leave of absence will be conditioned by the availability of a vacancy existing within the member's job classification and FTE at the time the leave was granted. The member must be able to demonstrate that they meet the qualifications for the existing vacancy to be eligible. Should there be no position available upon return, the leave will be extended for up to six (6) months.

9.05 At the expiration of a leave, if a member does not return and a position is available as set forth in 9.04 above, termination of employment with the Board becomes automatic.

9.06 Leave of absence may be granted for the following good causes, by the way of illustration but not limited to the following: 1) education; 2) child care; 3) medical; 4) military; 5) family illness; 6) personal.

9.07 Any member granted a leave of absence that commences at a time other than the end of the work year will not be advanced upon the salary schedule when returning from said leave unless sixty percent (60%) of their work year was worked. Members taking a leave of absence commencing at the end of the work year will be automatically eligible for any advancement on the salary schedule upon returning to work.

9.08 The Board cannot guarantee the return of any member to a specific building or work assignment at the conclusion of any period of absence except as indicated under 9.02 above.

9.09 The notice of intention to return to duty after a health or maternity leave must be accompanied by a written statement from a physician certifying the fitness of the member to fulfill the full responsibilities and duties of their assignment.

9.10 When there is reason to believe that a member is unable to perform the duties of their position due to physical or mental illness, the Board may require the member to submit to an examination. If the choice of the examiner is not agreeable to both the Board and the member involved, the Board and member will agree to a qualified medical examiner from a list of three (3), mutually agreed to by the Parties. These examinations will be paid for by the Board, if requested by the Board.

9.11 The rights provided in this Article are inclusive of the rights provided under the Family Medical Leave Act and Paid Medical Leave Act.

## ARTICLE 10 - HOURS OF WORK

### 10.01

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

The administration may request alternate work schedule, if circumstances dictate. The alternate schedule cannot violate state or Federal law and must be reviewed and approved by the Chief Human Resource Officer or his/her designee to insure that the district, legal and contractual requirements have been met. The alternate work schedule will be discussed with the affected employees and the Association President. A final copy of the schedule proposal will be provided to the Association President.

- B. Summer work hours for full-time members will be forty (40) hours per week. The summer schedule will be determined by the Superintendent.
- C. The work year will follow the instructional calendar as provided in the Rochester Education Association Master Agreement.

The work year for less than twelve (12) month employees will be established by the Office of Human Resources.

The eleven (11) month work schedule will be established by the Superintendent and will begin the first work day of August and end the last work day of June. The calendar will be the same as the 10.5 month members during the student school calendar.

The ten and a half month (10.5) work schedule will begin in August with no less than two (2) weeks prior to the first day of school for students and end in June, working no less than one week after the student school year ends.

The Elementary Office Assistant work schedule will follow the student attendance calendar with the exception of working a minimum of two (2) days in August. The two days will be established by the Elementary Principal.

- D. If a member works during the scheduled non-work period he/she will be compensated at his/her regular rate or take an equal amount of time off during scheduled work time without a loss of wages.

10.02 The lunch period will be established by the immediate supervisor in accordance with the organizational pattern best suited to the particular building and/or department. Such lunch period will not be considered as part of the regularly assigned work day. The assigned lunch period will be duty-free, uninterrupted period of not less than one-half (1/2) hour, nor more than one (1) hour. Employees are required to take a lunch period and a work schedule may not be established with the lunch period at the beginning or end of the work day.

10.03 Members will be provided a fifteen (15) minute relief time in the morning and in the afternoon as will be assigned by the immediate supervisor. Relief periods will be taken at a time and in a manner that does not interfere with the efficiency of that work unit as determined by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it will not be used to cover a member's late arrival to work or early departure, nor will it be regarded as accumulative if not taken. Failure to take a relief period will not result in a lengthening of a lunch period or a shortening of the working day unless specifically arranged with the immediate supervisor. These changes in the relief and/or lunch period can be approved from time-to-time but cannot be approved on a permanent basis.

10.04 Shift hours will be determined by the Board.

10.05

- A. It is expected that from time to time members may be requested to spend extra time beyond the regular day on their job if a member declines overtime it will be offered to someone in the building or department.
- B. All work performed in excess of eight (8) hours a day, or forty (40) hours a week, or on Saturday, will be compensated at time and a half. Approved alternate regular schedule work shifts in compliance with law are not subject to the eight hours per day / forty (40) hours per week rule and will not be compensated at time and a half. Work performed on Sundays or Holidays will be compensated at double time.
  - 1. Each hour of work compensated by compensatory time will be at the rate as indicated.
  - 2. Work performed by 10 and 10-1/2 month members during vacation or summer time will be compensated at the regular rate of pay.
- C. The method of compensation above will be mutually agreed to in writing by the member's supervisor and the member before the over-time is worked. The approved compensatory time should be submitted per the HR guidelines. If a signed, mutual agreement of compensation method is not established in working prior to the designated work time, the compensatory time option will not be permitted, and the employee will receive wages for the time worked.

D. If the member requests to take compensatory time during the winter recess or spring recess, or mid-winter recess, the request will be granted. Compensatory time must be used prior to the end of the employee's contractual work year and may not be carried over. If compensatory time is not used within the contractual year, hours must be submitted to receive wages for time worked.

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

10.07 It is recognized and understood that temporary deviations from the foregoing regular schedules of work may be necessary and may result from several causes, such as but not limited to rotation of shifts, vacation, leaves of absence absenteeism, member request, temporary shortage of personnel and emergencies. If the temporary change in schedule exceeds two (2) months, then a Special Conference as defined in Article 21 would be convened to outline the reasons and rationale for extending the temporary schedule. The temporary change in schedule will only continue through the mutual agreement of both parties.

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

10.09 There shall be one (1) twelve month member (Records/Registrar Secretary – High School) and one eleven (11) month member at each high school and one eleven (11) month member at each middle school and ACE High School.

10.10 Members will be paid on a bi-weekly basis for time worked and/or charged to paid leave/holidays during the designated pay period in accordance with Michigan law.

## ARTICLE 11 - SICK LEAVE

11.01 All seniority members will be allowed one sick day per month of work with unlimited accumulation of sick leave days. Sick leave will be credited at the beginning of each work year for all seniority members as indicated above. Sick leave earned during a work year is based upon a monthly pro-ration. Members who regularly work less than full-time (eight hours) will accumulate sick leave pro-rated according to the average number of hours worked per day and months per year. An employee who lost pay because he/she did not have enough sick leave days at the time of absence will be compensated for the lost pay at the end of the fiscal year, to the limits accumulated sick leave days.

11.02 If members overdraw their sick leave accumulation and if repayment is not made in days accrued, the sick days used will be deducted from the member's final paycheck; if the sufficient amount is not available in the member's final check, the member will refund to the Board the amount of overpayment.

11.03 A member will not accumulate sick leave during any month in which the member receives pay for less than the majority of the scheduled working days in that month.

11.04 All members may be granted sick leave for personal illness, illness of an eligible family member. A maximum of ten (10) sick leave days may be granted under provisions of this Article for illness of an eligible family member. Such leave will be charged against the employee's sick leave. An eligible family member will include all of the following:

- A biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis.
- A biological parent, foster parent, adoptive parent or legal guardian of an eligible employee or employee's spouse.
- Individual who stood in loco parentis when the eligible employee was a minor child
- An individual to whom the eligible employee is legally married under the laws of any state.
- A grandparent.
- A grandchild.
- A biological, foster or adopted sibling.

### 11.05 BEREAVEMENT

A. A maximum of three (3) days of bereavement leave will be granted for the death of a spouse, individual's parent, child, sibling, grandparent or grandchild. This would include ex-spouse, in-laws and step relatives of those relations as well. This bereavement leave will not be charged against the employee's sick leave.

B. A maximum of five (5) sick leave days may be granted under the provisions of this Article for the death of an eligible family member, as listed in paragraph 11.05A or for the death of a close relative. These days will be deducted from the employee's sick days.

C. For the death of an eligible family member, the employee may use up to the three (3) bereavement days in paragraph A (not deducted from sick leave days), and up to five (5) days from the employees sick bank as set forth in B above, for a total of up to eight (8) days for the death of an eligible family member.

11.06 Upon approval by the member's Supervisor, no more than three (3) days may be used annually as approved leave days and for the following reasons:

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

#### 11.07 ATTENDANCE INCENTIVE PROGRAM

- A. The number of accumulated sick leave days will be established at the end of the school year for the ensuing school year. Members shall have access to all absence balances through the district online absence management system.
  - 1. A member who accumulated thirty (30) or more sick days will be entitled to one (1) incentive day for the year.
  - 2. A member who accumulated fifty-five (55) or more days will be entitled to two (2) incentive days for the year.
  - 3. A member who accumulated eighty (80) or more days will be entitled to three (3) incentive days for the year.



- B. An incentive day may be used without specification. Application must be made at least five (5) days prior to the day of leave except in cases of emergency. All incentive days used will be deducted from the member's sick bank.
  
- C. Not more than ten (10) members will be excused under this Section on any given day District-wide. Priority will be established by order of receipt of the request in the Human Resource Office.

11.08 Proof of illness may be required if there is a pattern of documented abuse of sick leave or when the member has no sick time available.

11.09 A member who has been absent three (3) consecutive days may be required to present a doctor's statement upon return to work. In case of prolonged illness, a periodic report from the doctor may be required by the Board. In addition, a pattern of absences may also require a doctor's statement.

11.10 Salary for a holiday will be paid when the scheduled work day preceding and succeeding the holiday is worked. If the member indicates that illness was the cause of such absence, the member must furnish a doctor's statement certifying the illness within three (3) days after such absence.

11.11 Any member who is absent because of an injury or disease compensable under the Michigan Worker's Compensation law will receive from the Board his/her full salary during the first seven (7) calendar days of absence without a reduction in sick leave days. Beginning with the eighth (8th) calendar day the member will receive from the Board the difference between the allowance under the Worker's Compensation Law and the regular salary up to the member's current cumulative sick days with no deductions for sick days. Any member absent as stated above may not return to work until securing a release and a certified statement from a physician. A member absent as stated above, if released by a doctor, may be assigned light duty work with the Board before the member is able to resume his/her regular position.

11.12 The Board will pay any seniority member called for jury duty his/her regular salary. The member will pay the Board the fee received for jury duty compensation not including expenses. The Board will pay any seniority member subpoenaed by other than immediate family for attendance at any court action. The member will pay the Board the witness fee not including expenses. The member will furnish the Board with a written statement from the appropriate public official listing the amount of the fees received and the dates for which fees were received.

11.13 The Family Medical Leave Act of 1993 (FMLA) provides up to twelve (12) weeks of job-protected leave to "eligible" employees for certain family and medical reasons. A leave granted under the provisions of this section is in conjunction with any other paid or unpaid leaves already provided to members under other applicable sections of this Agreement. The Board will continue

to observe any leave provisions of benefit programs that provide greater leave rights and benefits to members than the rights established by the FMLA. The Board shall continue health, and dental benefits during this leave, as required by law.

11.14 A member may use up to thirty (30) days of his/her accumulated sick leave days for the purpose of adopting.

## ARTICLE 12 - SICK LEAVE BANK

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

12.01 Each member will donate one (1) day of his/her sick leave to the Bank each year until the Bank is built to a maximum of three hundred (300) days; however, if the number of days to be collected in one (1) year would cause the Bank to exceed three hundred (300) days, then no collection will be required that year.

12.02 The president of the Association will meet with the Human Resources Office each year to see if additions are to be made to the Bank at the beginning of each fiscal year according to the above limitations.

12.03 The first thirty (30) work days of illness or disability will not be covered by the Bank, but must be covered by the member's own accumulated sick leave or absence without pay.

- A. The thirty (30) work day qualifier will only be required for the first occurrence of the same illness or disability within a two (2) year period of time.
- B. If a member has more than forty (40) days in his/her personal sick bank, he/she must use all personal bank days down to forty (40) days before entering the sick bank.
- C. While drawing sick leave benefits, a member cannot be receiving any other pay from the Board.

12.04 A maximum of two hundred ten (210) days in a two (2) year period of time can be drawn by a member who is a twelve (12) month employee from the Bank. A less than twelve (12) month employee may draw a maximum of one hundred eighty (180) days in a two (2) year period of time from the Bank. A lifetime maximum of two hundred and fifty (250) days for a twelve month employee and two hundred twenty (220) days for a less than 12 month employee may be drawn from the bank.

12.05 Members withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.

12.06 The Bank will be controlled by a committee composed of two (2) Association members selected by the Association, and two (2) administrators selected by the superintendent, but final authority in regards to the interpretation of this policy will rest with the Board.

12.07 A member drawing from the Bank will receive eighty percent (80%) of his/her regular hourly rate.

12.08 A Board appointed physician will determine the extent of convalescence and ability to return to work.

12.09 In cases of alleged abuse of the Bank, the Board will have the right to investigate and take appropriate action.

12.10 When a member stops drawing days from the Bank and returns to full time employment, the member's Sick Leave accumulation will be re- established at the rate of one-half (1/2) day per month for the balance of the fiscal year.

12.11 All deliberations of the Bank committee are final and not subject to the grievance procedure.

12.12 Vacation days will not accrue while a member is drawing days from the Bank.

## ARTICLE 13 - INSURANCE PROTECTION

### 13.01 LIFE INSURANCE

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

The selection of the insurance carrier will be made by the Board. This group life insurance will begin when the member has properly completed all the required forms, complied with the governing rules of the contracted companies, and has completed the probationary period. Benefit coverage will terminate when the employee terminates his/her employment.

### 13.02 HEALTH INSURANCE

Upon completion of the probationary period or ninety (90) calendar days of work as required by the Affordable Care Act (whichever is less), members employed by the Board on a ten (10), ten and one-half (10-1/2) eleven (11) or twelve (12) month school year for six (6) hours or more per day are eligible for up to full family coverage.

All members who are eligible for health insurance coverage will be eligible for the following coverage:

1. Effective January 1, 2021, bargaining unit members will be eligible to choose a Consumer Driven Health Plan (CDHP) option in addition to the current PPO option for board paid medical coverage. The CDHP will have an in-network deductible of \$1400 per member, \$2800 per family. The district will fund a health savings account (HSA) in the amount of \$700 individual and \$1400 family, with ½ of the funding occurring in January and the remaining half funded in July.
2. For the PPO health plan the prescription drug coverage will be changed to mandatory generic, 2 times mail order (2 co-pays for 90 day supply) and 2 times 90 day retail.

|  | BCBSM—PPO  |                      | BCBSM— HDHP   |                |
|--|------------|----------------------|---|----------------|
|  | In-Network | Out-of-Network       | In-Network  | Out-of-Network |
| <b>Copay Services</b>                              |            |                      |   |                |
| Preventive Care Visit<br>(One per member per year) | 100%       | Not Covered          | 100%**  | Not Covered    |
| Office Visits                                      | \$20       | 30% after deductible | Most services subject to deductible and coinsurance |                |
| Urgent Care  | \$20       | 30% after deductible |   |                |
| Emergency Room<br>(waived if admitted)             | \$250      | \$250                |   |                |
| Urgent Care  | \$20       | 30% after deductible |   |                |
| <b>In-Network Prescription Drug Copays</b>         |            |                      |   |                |
| Generics   | \$5        |                      | \$10 copay after deductible                         |                |
| Preferred Brand                                    | \$35       |                      | \$40 copay after deductible                         |                |

|  | BCBSM—PPO                            |                                       | BCBSM—HDHP   |                                      |
|--|--------------------------------------|---------------------------------------|--|--------------------------------------|
|  | In-Network                           | Out-of-Network                        | In-Network   | Out-of-Network                       |
| Non-Preferred Brand  | \$50                                 |                                       | \$80 copay after deductible  |                                      |
| 90 Day Supply- Mail Order  | 2x copay                             |                                       | 2x copay after deductible  |                                      |
| <b>Deductible, Coinsurance, and Out-of-Pocket Maximum</b>  |                                      |                                       |  |                                      |
| Deductible - per calendar year   | \$500 individual                     | \$1,000 individual                    | \$1,400 individual<br>\$2,800 family   | \$2,800 individual<br>\$5,600 family |
|  | \$1,000 family                       | \$2,000 family                        | The full family deductible must be met under a two-person or family contract before benefits are paid. |                                      |
| Annual Employer Funding to HSA   | None                                 |                                       | \$700 for individual<br>\$1,400 for family   |                                      |
| Coinsurance Amounts (Percentage)   | Plan Pays 90%                        | Plan Pays 70%                         | Plan pays 100%   | Plan pays 80%                        |
|  | Member Pays 10% (most services)      | Member Pays 30% (most services)       | Member pays 0% *After deductible   | Member pays 20% *After deductible    |
| Coinsurance Maximum (per calendar year)  | \$1,000 individual<br>\$2,000 family | \$2,000 individual<br>\$4,000 family  | None   | None                                 |
| Annual Out-of-Pocket Maximum<br><i>Includes deductible, flat-dollar copays (medical and prescription) and coinsurance combined. Once met, plan pays 100% for all services.</i> | \$4,000 individual<br>\$8,000 family | \$8,000 individual<br>\$16,000 family | \$2,250 individual<br>\$4,500 family   | \$4,500 individual<br>\$9,000 family |

Effective January 1, 2016 the parties agree to explore and discuss health care options should the annual cumulative illustrative rates increase by ten (10%) or more.

Notes:

1. Other services include hospital, surgical, and lab testing.
2. Single plus 1 = 2 person.

“Benefits at a Glance” is available on the Human Resources Department website.

- A. The Board may take any action in compliance with Michigan Public Act 152 of 2011, and payroll deductions are authorized for this purpose. In the event that Public Act 152 of 2011 is repealed, or declared unconstitutional or legally not effective by a court or administrative agency, employees taking hospitalization through the School District shall make the monthly contributions toward the cost of that hospitalization coverage in the amount of twenty percent (20%) of the cost of that hospitalization coverage as defined in Public Act 152, and payroll deductions are authorized for this purpose.

- B. If the eligible member has, any type of fully paid, full-family hospitalization insurance coverage which is equal to or better in coverage than that offered by the Board, the member will not be eligible for coverage under this provision.
- C. Members on unpaid leaves of absence in excess of one (1) month will be required to pay for the insurance or else it will be terminated.
- D. There will be no duplication of health insurance. The member must notify the Office of Human Resources of any duplicate coverage from any other source. If the member is covered by any duplicated hospitalization or, the Board's obligations under this provision will be waived.
- E. The Board, by payment of the premium payments required to provide the coverage set forth herein, will be relieved from all liability with respect to the benefits provided by the insurance coverage as described above. The failure of an insurance company to provide any of the benefits which it has contracted for any reason will not result in any liability to the Board or the Association, nor will such failure to be considered a breach by either of them or any obligation under this Article.
- F. Upon request, the member may be required to submit proof that no hospitalization coverage is available from another source. Refusal or failure to submit proof will mean the suspension of the insurance coverage to such member.
- G. The member may make a selection, or change in benefit only during the open enrollment period for health care, or if there has been a change in family status (as defined by IRS) during the year.
- H. Employee contributions toward health insurance premiums, as specified in Section A will be made on a pre-tax basis through a Section 125 cafeteria plan.
- I. Upon separation from employment, any health care employee contribution paid in advance for time after separation will be reimbursed to the employee. Any monies overpaid by the district to the employee will be deducted from the employee's last pay.

### 13.03 DENTAL INSURANCE

- A. Eligible seniority members (permanently assigned, full-time, six hours or more per day) will be eligible for either of the dental plan(s) provided by the Board for the said eligible members and all dependents. The coverage will be at no cost to the member: Class I (Diagnostic and Preventative Services) - 100%; Class II (Regular Restorative Services) - 80%; and Class III (Major Restorative Services and Prosthetics) - 60% The Individual annual maximum benefit for Classes I, II and III total is \$1600.00. Class IV Orthodontics, 60% a lifetime maximum on orthodontics of \$1700. Examinations are a Class I benefit.

#### 13.04 VISION INSURANCE

- A. The Board will provide a Blue Cross Blue Shield Vision insurance plan summarized on the district website.

#### 13.05 OPTIONS TO HEALTH INSURANCE

Employees who work six (6) or more hours per day who are eligible for but who do not participate in the Board's hospitalization and prescription drug benefit, are eligible to participate in this program. To be eligible to opt out of health benefit coverage, employees must provide proof that employee and all members of the employee's family have minimal essential coverage.

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

- B. The Board will provide a cash option in lieu of health insurance in the amount of \$125.00 per month (\$1500/year) that will be paid to the employee on a per pay basis.

#### 13.06 LONG TERM DISABILITY

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

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

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

13.09 Differences between members or beneficiaries of members and any insurance company will not be subject to the grievance procedure.

13.10 Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder will be controlling in all matters concerning benefits, eligibility and termination of coverage, and other related matters.

13.11 In the event of any violation of the no-strike clause, this Article will be immediately terminated and discontinued for the duration of the strike and the Board will be reimbursed for any premium paid.



13.12 The Board will carry \$1,000,000.00 liability insurance for members.

13.13 For the appropriate coverage, the member will certify in writing that she/he is entitled to such insurance coverage. Violation of this certification may require the member to reimburse the Board for all payments made in her/his behalf. In addition, it is firmly understood that such member may be disciplined.

13.14 Upon termination of employment with the Board, the member's benefits as described above will cease to be paid by the Board.

13.15 If a member drops below the qualifying number of hours for fringe benefit coverage, the member will be dropped from fringe benefit coverage and not be eligible for reinstatement unless work hours are increased. The employee will be provided notice under COBRA to continue benefits at their own cost should they so choose.

13.16 Notwithstanding the provisions of this paragraph, the terms of any contract or policy issued by an insurance company hereunder will be controlling in all matters concerning benefits, eligibility and termination of coverage, and other related matters as long as the Board complies with payment of timely premiums.

13.17 Any and all hospitalization and/or insurance coverage provided herein will be extended only to regular and permanent, full-time members unless specified otherwise in this Agreement.

13.18 Unmarried children who are full-time students and dependent on member support will be eligible for family member benefits for health through the dependent's twenty-six (26) birthday in accordance with law.

## ARTICLE 14 – COMPENSATION

14.01 The hourly rates of members covered by this Agreement are set forth in Schedules A, "Members Salary Schedule", which is attached to and incorporated in this Agreement. Schedule A, "Members Salary Schedule" is an hourly rate schedule from which the members will be paid for the years covered by this agreement. See Schedule A for wage rates and terms.

14.02 Approved travel expenses will be established each July 1st at the Internal Revenue Service mileage rate.

### 14.03 LONGEVITY

A. Seniority members will be eligible to receive longevity benefits on their biweekly pay check on the basis of their hourly rate, providing their services have been on a continuous basis with the Board. Longevity will be paid according to the table below:

| Years of Service | Longevity |
|------------------|-----------|
| 10               | 0.90      |
| 12               | 1.00      |
| 15               | 1.15      |
| 18               | 1.25      |
| 21               | 1.35      |
| 24               | 1.45      |

B. Years of experience for longevity will be earned by working for the Board in any capacity.

C. An eligible year for longevity will be considered as those years in which a member has started work by November 1st.

D. The longevity pay will be paid on the biweekly pay day.

#### 14.04 HOLIDAYS

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

|  |       |
|--|-------|
| New Year's Day                                 | 1 day |
| Good Friday                                    | 1 day |
| Floating holiday*                              | 1 day |
| *date to be determined by the Board            |       |
| Memorial Day                                   | 1 day |
| July 4**                                       | 1 day |
| **July 4 holiday paid to 12 month members only |       |
| Labor Day                                      | 1 day |
| Thanksgiving Day                               | 1 day |
| Friday following Thanksgiving                  | 1 day |
| December 24                                    | 1 day |
| Christmas Day                                  | 1 day |
| December 26                                    | 1 day |
| December 31                                    | 1 day |

- A. When a designated holiday falls on a Saturday, the Friday before will be observed as the holiday for the purpose of this Agreement. In the event that such holiday will fall on a Sunday, it will be observed for the purposes of this Agreement on the following Monday.
- B. When any of the designated holidays set forth above are observed during a member's regularly scheduled vacation, the member will be granted an additional day to be added to the end of his/her regularly scheduled vacation period.
- C. If any of these holidays fall on a scheduled school day, the Board and the Association will meet to re-schedule said holiday.
- D. Salary for a holiday will be paid when the scheduled work day preceding and succeeding the holiday is worked. If the member indicates that illness was the cause of such absence, the member will furnish a doctor's statement, certifying the illness, within three (3) days after such absence if requested by the principal or supervisor or designee of the Board. Exceptions may be granted by the superintendent/designee for unusual circumstances beyond the control of the member.

## 14.05 VACATIONS

### Vacation Time Off

1. Twelve (12) month employees will be eligible to receive accrued vacation time off after attaining seniority in accordance with the schedule below. Vacation time off will be based upon service rendered during the fiscal year, July 1 to June 30.

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

- A. For 12 month employees' yearly vacation days will be deposited front-loaded into individual RSPA members' vacation banks on July 1 and must be used within eighteen months of the date deposited.
  - B. Employees who attain seniority after their particular work year has begun will have their vacation days and the amount of time allocated to utilize them pro-rated.
  - C. Vacations for twelve (12) month members will be scheduled at a time when they will not unduly interfere with or hamper normal operation of the school system as will be determined by the Board. Insofar as it is possible within this limitation, vacations will be scheduled at the time satisfactory to the member.
  - D. A vacation may not be waived by a member and extra pay be received for work during that period.
  - E. Vacations are to be arranged by mutual consent. They are not to be taken during the period following one (1) week after the school year ends and two (2) weeks prior to the official opening of school for the next school year. Vacations should be taken during a holiday period when school is not in session. Exceptions to this provision may be made by the Chief Human Resource Officer or designee.
  - F. If the member requests to take vacation during any recess, the request will be granted.
2. Elementary Office Assistants are not eligible for vacation pay or vacation time off.
  3. Less than Twelve (12) month Vacation Pay for Employees hired prior to January 1, 2018.

- A. Eligible employees who work less than twelve (12) months are not eligible for vacation time off but are eligible for vacation pay.
- B. For employees who work less than twelve (12) months will receive vacation pay at the end of the fiscal year in accordance with the following schedule:

|                     | <u>11 Month</u> | <u>10-1/2 Month</u> |
|---------------------|-----------------|---------------------|
| Less than one year  | pro-rated       | pro-rated           |
| 1-4 complete years  | 9 days          | 8 days              |
| 5-11 complete years | 12 days         | 11 days             |
| 12 complete years   | 12 days         | 11 days             |
| 13 complete years   | 13 days         | 12 days             |
| 14 complete years   | 13 days         | 12 days             |
| 15 complete years   | 14 days         | 13 days             |
| 16 complete years   | 15 days         | 14 days             |

Beginning with the 2018-19 school year less than twelve (12) month employees will receive vacation pay. Vacation pay will be applied during school break periods during the school year in accordance with the schedule above. Any remaining days not applied during the school year will be paid in a lump sum with the last pay of the fiscal year.

- 4. Vacation pay for less that Twelve (12) month Employees hired after January 1, 2018
  - A. Employees who are scheduled to work less that twelve (12) months hired after January 1, 2018 will be eligible to receive vacation pay. Vacation pay will be applied during school break periods during the school year in accordance with the schedule below. Any remaining days not applied during the school year, will be paid in a lump sum with the last pay of the fiscal year.

|                      | <u>11 Month</u>     | <u>10-1/2 Month</u> |
|----------------------|---------------------|---------------------|
| Less than one year   | 0                   | 0                   |
| 1-4 complete years   | 3 days + \$ 175 TSA | 2 days + \$ 150 TSA |
| 5-11 complete years  | 5 days + \$ 200 TSA | 4 days + \$ 175 TSA |
| 12-15 complete years | 6 days + \$ 225 TSA | 5 days + \$ 200 TSA |
| 15+ complete years   | 7 days + \$ 250 TSA | 6 days + \$ 225 TSA |

The Board will provide employees with a Board Paid 403(B) Tax Sheltered Annuity (TSA) in June of each year in accordance with the schedule above.

- 5. All employees eligible for vacation time off, vacation pay and /or TSA will receive said benefit pro-rated based upon the current FTE. If an employee leaves employment prior to the end of the fiscal year, the number of vacation days or vacation pay will be pro-rated

based upon time worked in the fiscal year. Employees will not be eligible for the Board paid TSA set forth in number 4 above unless they are employed on the date it is paid.

#### 14.06

##### A. TERMINAL LEAVE PAY

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

##### B. SICK LEAVE PAYOFF

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

#### 14.07 PREMIUM PAY

Anytime a member is assigned to work at a higher classification or a non-bargaining unit position with a higher salary, the District and Association will meet after 2 weeks have passed and agree upon a rate of pay for the entirety of the position (regardless of number of days worked). He/She will be paid at the higher rate for all days worked in the higher paying job. When a member works in a lower classification, there will be no loss of pay.

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

14.09 A member who believes his/her classification should be changed will notify the Association President. Upon receipt of the notice, the Association President will arrange for a Special Conference as provided in this Agreement. If a Supervisor believes a member's classification should be changed, the Supervisor will notify the Chief Human Resource Officer who will arrange for a special conference. The special conference will determine if the position will be reclassified. No position can be reclassified without utilizing the special conference.

#### 14.10 ENHANCED CREDENTIALS STIPENDS

Members who possess an Associate's Degree shall receive an annual stipend of three hundred dollars (\$300). Members who possess a Bachelor's Degree or Microsoft Office Certification shall receive an annual stipend of five hundred twenty dollars (\$520.00). To be eligible, written proof of the Associate's or Bachelor's Degree must be on file in the Human Resource Office. For those members that possess both a Bachelor's degree and Microsoft Office Certification, a stipend of five hundred and seventy-five (\$575) will be paid annually.

14.11 The Board will provide a Special Pay Plan (IRS Section 403 (b)) for each member who retires, resigns, or dies. There will be no cost to the member for this benefit. Each member meeting the following qualifications must use the Special Pay Plan for payment under Sections 14.04 and 14.05. The qualifications are:

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

14.12 Effective with the last pay in June of 2022, June 2023 and June 2024, all members of the bargaining unit on that date and who contribute monies to a 403(b) tax sheltered annuity, shall receive a matching contribution to a 403(b) tax sheltered annuity, up to a maximum of two hundred and fifty dollars (\$250). The matching contribution will be based upon the member's contributions from the first pay of the contractual year through the last pay in May of 2022, 2023, and 2024. This amount shall be pro-rated for all part-time employees who remain members of the bargaining unit on that date. It is expressly understood that this is a pre-tax contribution and shall not apply towards Michigan Public Schools Employees Retirement System (MPERS). Employee's contributions will be payroll deducted per Article 3.19.

## ARTICLE 15 - MISCELLANEOUS PROVISION

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

15.02

- A. When school is closed because of snow or inclement weather, Association members are not expected to report to work. Paid Leave days will not be deducted from these days. If Association members are requested to work by their immediate supervisors they will be compensated by compensatory time off.
- B. When a school or work site is forced to be closed because of unavoidable conditions, such as breakdown of equipment, etc., all members are expected to report to work. Under extreme and unusual conditions, the superintendent / designee will determine when working conditions are unsuitable and the member may be excused from work. Unless prior permission to remain away from work is granted, all time lost will be deducted from the member's pay as absent without pay.
- C. When school is in session and closed early in the day because of inclement weather, Association members will be released from work by the superintendent/designee after it has been determined that students are safely on their way home.
- D. If the district is required to make-up a day(s) that school was closed in order to receive full state aid the member(s) will work the rescheduled day at no extra compensation as the member will have previously been paid.

15.03 Because every building has problems particular to itself, due to facilities, personnel, and the public, the involved members are encouraged to jointly develop solutions to the common problems that are not inconsistent with state law, Board policy, this Agreement or other higher authorities.

15.04 The Association, expecting its members to conduct themselves in all aspects of their job, responsibilities and employment in an ethical and proper manner, will exert all reasonable effort to rectify any action or attitude that may be considered improper.

15.05 The members will continue to have access of bulletin board use as in the past.

15.06 The Board may make adjustments and modifications in working conditions it deems necessary for temporary and/or experimental work schedules, new and/or different methods of operations, and technological and/or innovative approaches in the overall work that the Board



would like to make part of its operation. The changes made under this Section will be for a period of not more than one (1) year; extension of this time period must be mutually agreed upon by the Parties.

Such changes may only be made if not inconsistent with the expressed terms of this Agreement.

15.07 The duties of any Bargaining Unit member or the responsibilities of any position in the Bargaining Unit will not be transferred to persons not covered by this Agreement. The Board agrees that non- bargaining unit personnel will not be used to displace members except in emergencies when members are not available.

15.08 The designation of ten (10) or ten and one-half (10-1/2) month members or others is for the sole purpose of referring to fringe benefits a member may be eligible for. It is not for the identification of length of annual work schedule or assignment.

15.09 If a member routinely does work for more than one administrator, it is the responsibility of the Board of Education to select the administrator the member reports to.

15.10 The following provision shall be applicable only to the extent that Public Act 4 of 2011 is (or becomes) applicable: An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Act.

## ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises, there will be no stoppage or suspension of work because of such grievance; but such grievance will be submitted to the following grievance procedure.

16.02 A member, a group of members or the Association may file a grievance. A member or group of members may file a grievance without Association assistance but the Association will be provided a copy of the grievance by the Board. Upon receipt of the grievance the Association will be provided an opportunity to be present at all steps of the grievance procedure. Any resolution to a grievance will not be inconsistent with the terms of this Agreement. The term "grievant" will mean the Association, a member, or a group of members.

16.03 The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. All time limits herein will consist of working days unless otherwise specified.

16.04 The time limits specified herein for movement of grievances through the process will be strictly adhered to and may be relaxed or extended only by mutual consent of the Parties in writing. In the event that the seniority member fails to appeal a grievance or grievance answer within the stated time limits, the involved grievance will be deemed abandoned.

16.05 On the "Statement of Grievance" form at each step of the grievance procedure the member will indicate if he/she does not want Association representation at the grievance hearings.

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

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

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

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

requested and will be signed by the member involved. If the grievance is not filed at step one, it must be filed at step two within twenty (20) working days of the occurrence.

- A meeting on the grievance will take place between the grievant, Association representative and the immediate administrator within ten (10) working days after receipt of the written grievance.
- The administrator will give the grievant an answer in writing within ten (10) working days after the date of the meeting indicated in Step Two.

### **STEP THREE – Chief Human Resource Officer (written)**

- If the grievance is not resolved in Step Two, it must be submitted (as stated in Step Two) within five (5) days of the Step Two answer to the Chief Human Resource Officer/designee. The Chief Human Resource Officer/designee and the aggrieved employee and representatives of the Association will meet within ten (10) days in an attempt to resolve the matter. The Chief Human Resource Officer/designee will render a written decision within ten (10) working days of the meeting of the parties as indicated in Step Three.
- A grievance affecting more than one work location, a grievance filed by the Association, or a grievance arising out of action taken by a Central Office Administrator, unless the administrator is the supervisor will be filed at step three within ten (10) working days of the time a grievance occurs or the grievant has knowledge of the action which is the cause of the grievance.

### **STEP FOUR – Mediation**

- Within fifteen (15) working days after delivery of the Step Three response, either party may request the services of the State Mediator's Office. It is clearly understood that the mediator's role is to assist the parties in resolving the dispute and nothing done by the mediator is binding on either the Board or the Association. The discussions by the parties and/or the mediator at this step may not be mentioned and/or used in arbitration if the grievance goes to arbitration. IF the parties are unable to reach an agreement in mediation, the parties shall document the outcome and shall reactivate the grievance at Step Five of the grievance process.

### **STEP FIVE - Binding Arbitration (written)**

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

decision in writing and will set forth his/her findings and conclusions with respect to the issues submitted to arbitration.

#### POWERS OF THE ARBITRATOR

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

- A. He/she will have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. He/she will have no power to establish salary scales or change any salary.
- C. He/she will have no power to rule on any of the following:
  - 1. The termination of services of or failure to re-employ any probationary member except for legal activities.
  - 2. The placing of a probationary member on additional probation.
  - 3. Any matter involving member evaluation.
- D. He/she will have no power to change any practice, policy, or rule of the Board or to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/her powers will be limited to deciding whether the Board has violated the express Articles or Sections of this Agreement; and he/she will not imply obligations and conditions binding upon the Board from this Agreement. It being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- E. In rendering decisions, an arbitrator will give due regard to the responsibility of management and will so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- F. If either Party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator will have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it will be referred back to the Parties without decision or recommendation on its merits.
- G. There will be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It will be binding on the Association, its involved members, and the Board.
- H. The fees and expenses of the arbitrator will be shared equally by the Parties. All other expenses will be borne by the party incurring them, and neither Party will be responsible

for the expense of witnesses called by the other. The cost of any arbitration hearing being rescheduled will be borne by the party requesting the rescheduling.

#### I. CLAIMS FOR BACK PAY

All grievances must be instituted within thirty (30) days from the time the alleged violation was to have occurred. The Board will not be required to pay back wages more than thirty (30) working days prior to the date a written grievance is filed.

1. All claims for back wages will be limited to the amount of wages that the member would otherwise have earned.
2. No decision in any one case will require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representation case.
3. Unless agreed otherwise, an arbitrator will have power to hear or determine only a single grievance in a single arbitration hearing.

16.06 The failure of an administrator to communicate his/her decision to the member within the specified time limit will permit the members to proceed to the next step in the grievance procedure, if he/she so desires.

16.07 It will be the general practice of all Parties to process grievances excluding arbitration during times which do not interfere with or cause interruption of the member's work program. Release time will be granted only upon mutual consent of the aggrieved member, the Association, and the superintendent/designee. Such released time will be without loss of pay to the extent required for such participation in actual meetings with the Board or its designated representatives.

16.08 A grievance may be withdrawn at any Step without precedence and without prejudice. Once a grievance is withdrawn without precedence, it may not be refiled. However, a new grievance may be filed if the Board repeats the action that was the basis for the original grievance.

16.09 The filing of a grievance will in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

16.10 Any written Agreement reached between the Board and the Association is binding on all members affected and cannot be changed by any individual.

16.11 Where more than one (1) written grievance involving the same issue has been filed and processed through the grievance procedure to Step Three, the Parties may by mutual written Agreement at Step Three, select one of the grievances as representative of the group. The remaining grievance(s) will then be held in abeyance at Step Three while the selected representative grievance is processed further in the grievance procedure. The ultimate

disposition of the selected grievance will then be applicable to the remaining grievances held at Step Three.

16.12 Members will follow all written and verbal directions even if such directions are allegedly in conflict with the provision of this Agreement. Compliance with such directions will not in any way prejudice the member's right to file a grievance within the time limits contained herein, nor will the compliance affect the ultimate resolution of the grievance.

16.13 In the event, however, in the handling of a grievance it becomes necessary for an Association representative to leave work, permission will first be obtained from the supervisor or principal. The privilege of Association representatives leaving work during working hours without loss of time or pay is subject to the understanding that such time will be devoted to the proper handling of the grievance. This will be done, as expediently with as little interruption of work as possible; they must not leave their workstation unattended unless permission has been granted.

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

16.15 The Board will have the responsibility of establishing and providing the "Statement of Grievance" forms and the informal step forms for use by the member and will make said forms available to the member.

16.16 All arbitration hearings will be held in the District whenever possible.

## ARTICLE 17 - WAIVER

17.01 The Parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither the Board nor the Association, for the life of this Agreement, unless mutually agreed will be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

17.02 The Parties agree that this Agreement is intended to be in compliance with state law. Therefore, changes in state law that impact wages, hours, and/or terms and conditions of employment not addressed herein will be referred to Special Conference as provided in Article 21.

## ARTICLE 18 - ENTIRE AGREEMENT

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



## ARTICLE 19 - NO STRIKE

19.01 The Association agrees that it or the members will not authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379. Strike will also be defined to include slow-downs, stoppages, sit-ins, boycotts, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation at any of the facilities of the Board.

19.02 In the event of any such violation of this Article, the Association will endeavor to return the members to work as expediently and quickly as possible by:

- A. Deliver immediately to the Board a notice addressed to all members repudiating such acts of the members and ordering them to cease such acts and return to work; and
- B. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

19.03 There will be no liability for damages on the part of the Association if it promptly takes such action as indicated herein.

19.04 The Board will have the right to discipline, including discharge, any member for taking part in any violation of this Article.

19.05 Should differences arise between the Board and the Association and/or members as to the interpretation or application of the provision(s) of this Agreement or should any dispute of any kind arise, it is agreed that there will not be work stoppages, walk-outs, or slow-downs, picketing, etc. or any other type of concerted action until the entire grievance procedure has been exhausted and said situation resolved.

## ARTICLE 20 - BOARD'S RIGHTS

20.01 Nothing contained herein will be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Law or any other laws or regulations. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

20.02 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board will continue to vest in and be exercised by the Board. Such rights will include, by way of illustration, the right to:

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

- I. Determine the policy affecting the selection, testing, or training of employees providing that such selection will be based upon lawful criteria, and not in conflict with this Agreement.
- J. The Board will continue to have the right to establish, modify, or change any condition not in conflict with this Agreement.
- K. To establish hiring procedures and qualifications.
- L. To establish course of instruction and in-service training programs for members.
- M. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.
- N. The Board will continue the right to determine and re- determine job content.

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

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

## ARTICLE 21 - SPECIAL CONFERENCE

21.01 There will be established under this Article a closed forum, hereinafter called "Special Conference". It is understood by the Parties that the Special Conferences are not to be construed or utilized as a grievance hearing. It is not to be considered as negotiations.

21.02 Special Conferences for important matters will be arranged by the Association and the Board. The Association may appoint not more than four (4) members to represent the Association and the Board may have a like number if it so desires. Such meeting will be between at least two (2) representatives of the Board and the Association.

21.03 Arrangements for the conferences will be made in advance and an agenda provided, in writing, prepared by the Party requesting the conference. The agenda will be presented at the time the conference is requested. Matters taken up in Special Conference will be confined to those matters included in the agenda. The names of the persons to be present will be submitted prior to the conference.

## ARTICLE 22 - MEMBER'S EVALUATION

22.01 It is understood that the ultimate decision with respect to evaluation is the exclusive prerogative of the Board, except as restricted by this Agreement.

22.02 The evaluation will be conducted by the immediate supervisor.

A. In the case of a member assigned to multiple positions/locations, the evaluation will be done by the supervisor having the majority hours assigned to the member, unless otherwise agreed upon by all parties.

B. The evaluating supervisor will gather input from additional sources as needed.

22.03 Following each formal evaluation, which will include a conference with the evaluator, the member will sign and be given a copy of the evaluation report prepared by the evaluator. In no case will the member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. All written evaluations are to be placed in the member's personnel file.

22.04 The member may disagree with any portion of the evaluation and state in writing the reason(s) for the disagreement, within ten (10) working days. The written statement of disagreement will become part of the evaluation.

22.05 All evaluations must be completed by June 1 of the evaluation cycle on the form included in this Agreement, with standards for evaluation enumerated in all areas to be evaluated. An evaluation of "does not meet expectations" by the immediate supervisor will require justification and substantiation, together with suggestions and timelines for improvement.

### 22.06 PROCEDURE

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

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

## ARTICLE 23 - TRAINING, IN-SERVICE & CONFERENCES

23.01 The Board supports the concept of conferences, workshops, and appropriate in-service training sessions. Expenses will be paid according to the Rochester Community Schools' Board Policies, Administrative Regulations, and District Guidelines for a member if the written request is approved by the Board. The decision regarding conferences, workshops, or in-service training sessions by the Board will be final.

23.02 Members who receive approved training which will help them in the performance of their job duties will be reimbursed for the tuition costs for such classes.

23.03 To be reimbursed for tuition costs, the member will have prior approval and submit receipt for tuition and proof of satisfactory completion of the course to his/her immediate supervisor.

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

23.05 To the extent possible, the District will provide professional development during non-student days for secretaries that want to update their technology skills.

## ARTICLE 24 - DURATION OF AGREEMENT

This Agreement represents the entire Agreement between the Board and the Association and shall become of full force and effect from July 1, 2021 and shall continue in full force and effect until midnight, June 30, 2024.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives of this July \_\_\_\_, 2021.

ROCHESTER SUPPORT PERSONNEL ROCHESTER BOARD OF EDUCATION  
ASSOCIATION, MEA/NEA

\_\_\_\_\_  
Kathy Monaghan, President

\_\_\_\_\_  
Kristin Bull, President

\_\_\_\_\_  
Kathy Karwacki, Secretary

\_\_\_\_\_  
Michelle Bueltel, Secretary

\_\_\_\_\_  
Deb Lotan  
Executive Director

\_\_\_\_\_  
Robert Shaner, Superintendent

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

ELIZABETH CROSS  
LORI CROSS  
LINDA KEY  
KATHY KARWACKI  
JAYNA LEGREE  
KATHY MONAGHAN  
DEB LOTAN, MEA/NEA

MEMBERS OF THE BOARD'S  
NEGOTIATING TEAM:

ELIZABETH DAVIS  
MATTHEW MCDANIEL  
JENNIFER ARSENAULT  
DAVID MURPHY

## SCHEDULE A

Upon ratification, for the 2021-22, 2022-23 and 2023-24 contractual years, employees who are eligible will be granted one (1) step on the salary schedule. The salary schedule for 2019-20 will be increased by 1% each year as follows:

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

| 2021-2022 STEP | Class E (1%) | Class I (1%) | Class II (1%) | Class III (1%) |
|----------------|--------------|--------------|---------------|----------------|
| 0              | \$14.06      | \$15.27      | \$15.59       | \$16.11        |
| 1              | \$14.49      | \$15.91      | \$16.28       | \$16.82        |
| 2              | \$14.92      | \$16.56      | \$16.99       | \$17.55        |
| 3              | \$15.37      | \$17.25      | \$17.74       | \$18.32        |
| 4              | \$15.83      | \$17.97      | \$18.51       | \$19.13        |
| 5              | \$16.30      | \$18.72      | \$19.32       | \$19.97        |
| 6              |              | \$19.50      | \$20.17       | \$20.85        |

| 2022-2023 STEP | Class E (1%) | Class I (1%) | Class II (1%) | Class III (1%) |
|----------------|--------------|--------------|---------------|----------------|
| 0              | \$14.20      | \$15.42      | \$15.75       | \$16.27        |
| 1              | \$14.64      | \$16.07      | \$16.44       | \$16.98        |
| 2              | \$15.07      | \$16.73      | \$17.16       | \$17.73        |
| 3              | \$15.53      | \$17.42      | \$17.91       | \$18.50        |
| 4              | \$15.98      | \$18.15      | \$18.70       | \$19.32        |
| 5              | \$16.46      | \$18.90      | \$19.51       | \$20.17        |
| 6              |              | \$19.70      | \$20.37       | \$21.05        |

| 2023-2024 STEP | Class E (1%) | Class I (1%) | Class II (1%) | Class III (1%) |
|----------------|--------------|--------------|---------------|----------------|
| 0              | \$14.34      | \$15.58      | \$15.91       | \$16.43        |
| 1              | \$14.78      | \$16.23      | \$16.61       | \$17.15        |
| 2              | \$15.22      | \$16.90      | \$17.33       | \$17.91        |
| 3              | \$15.68      | \$17.60      | \$18.09       | \$18.69        |
| 4              | \$16.14      | \$18.33      | \$18.89       | \$19.51        |
| 5              | \$16.63      | \$19.09      | \$19.71       | \$20.37        |
| 6              |              | \$19.90      | \$20.58       | \$21.27        |

Additionally, a 1% off-schedule increase will be provided to all secretaries (pro-rated by FTE), in the 2021-22, 2022-23 and 2023-24 contractual years paid in two installments the first, the second pay in December and the second, the second pay in May.

Those secretaries who are on the top step of the salary schedule (not as a result of a step increase) will be provided an off-schedule payment each year of this agreement. The amount of the off-schedule payment will be \$550 for those that are 12 month employees. Employees who work 11 months will receive \$500 off-schedule, 10.5 month employees \$450, and EOA \$300. This amount will be pro-rated for FTE. The off-schedule payment will be paid in two installments, the last pay in November and the last pay in April.



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

**Classification E**

4.95 Elementary Office Assistant

**Classification I**

4.04 Secretary to High School Assistant Principals  
4.07 Guidance and Attendance Secretary - Middle School  
4.08 Guidance Secretary - High School  
4.13 Secretary to the Special Education Staff  
4.16 Attendance Secretary - High School  
4.32 Foundation Secretary  
4.41 Receptionist - Administration Center  
4.48 Bookkeeper/Secretary - Middle School  
4.56 Adult Education Secretary  
4.90C Clerk - Children's Programs  
4.90E Clerk - Enrichment  
4.90S Training and Data Support Clerk – Special Education  
4.90H Clerk/Receptionist – Human Resources Department

**Classification II**

4.01 Secretary to Elementary School Principal  
4.02 Secretary to Middle School Principal  
4.03 Secretary to High School Principal  
4.06 Records/Registrar Secretary - High School  
4.12 Secretary to Director of Technology & Strategic Initiatives  
4.14 Secretary for Special Education Student Records & Services  
4.17 Athletics Secretary  
4.18 Secretary to Director of Capital Projects and Facility Operations  
4.19 Community Relations Secretary  
4.20 Secretary to Director of Special Education  
4.21 Secretary to Associate Principal, A.C.E.  
4.22 Secretary to Directors in Curriculum Department  
4.23 Human Resources Secretary  
4.25 Secretary to Supervisor of Student Enrollment  
4.27 Facilities Secretary  
4.31 Bookkeeper - Business Office  
4.37 Employee/Substitute Services Associate  
4.44 Secretary to Enrichment Supervisor  
4.50 Bookkeeper/Secretary – High School  
4.57P Secretary to Supervisor of Preschool Programs  
4.57S Secretary to Supervisor of School Age Care (SAC) Programs  
4.58 Curriculum and Special Programs Secretary  
4.91 Secretary to Purchasing Department

**Classification III**

4.60 Senior Bookkeeper - Business Office  
4.61 Payroll Associate

SCHEDULE E  
**ROCHESTER COMMUNITY SCHOOLS**

**SECRETARIAL/CLERICAL EVALUATION**

**DATE:**

|                               |             |
|-------------------------------|-------------|
| <b>Employee Name :</b> ____   | <b>DEN:</b> |
| <b>Position:</b> _____        |             |
| <b>Building:</b> OTHER        |             |
| <br>                          |             |
| <b>Evaluator Name :</b> _____ | <b>DEN:</b> |
| <b>Position:</b>              |             |
| <b>Building:</b> OTHER        |             |

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

Process: The Evaluation Form is to be completed by the employee's supervisor prior to the end of a probationary or trial period, and *at least* once every two years thereafter. An evaluation can be administered more frequently than every two years should it be considered an important management action.

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

A copy of the **completed and signed** evaluation form will be given to the employee; the original **completed and signed document** should be forwarded to Human Resources for placement into the employee's personnel file.

**TOP FIVE (or more) ACHIEVEMENTS DURING THIS EVALUATION PERIOD:**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

### 1. KNOWLEDGE OF WORK

- E  M  N  U       Knows what must be completed
- E  M  N  U       Follows appropriate procedures
- E  M  N  U       Knows equipment and materials
- E  M  N  U       Able to learn new procedures quickly

Comments:

### 2. QUALITY OF WORK

- E  M  N  U       Work is as expected
- E  M  N  U       Accuracy of work
- E  M  N  U       Thoroughness of work
- E  M  N  U       Neatness of work
- E  M  N  U       Reliability of work
- E  M  N  U       Follows through on work

Comments:

### 3. INITIATIVE

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

Comments:

**4. RESPONSIBILITY**

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

**Comments:**

**5. INTERACTIONS WITH OTHERS**

- E  M  N  U  Interacts appropriately with others
- E  M  N  U  Is courteous
- E  M  N  U  Is cooperative
- E  M  N  U  Listens to concerns and attempts to solve problems
- E  M  N  U  Follows proper channels of communication

**Comments:**

**6. PERSONAL QUALITIES**

- E  M  N  U  Appropriate appearance and behavior
- E  M  N  U  Eager to improve performance
- E  M  N  U  Eager to improve skills and knowledge
- E  M  N  U  Is dependable
- E  M  N  U  Is punctual and not frequently absent
- E  M  N  U  Maintains a neat work area
- E  M  N  U  Works efficiently under pressure or in emergency situations
- E  M  N  U  Uses good judgment
- E  M  N  U  Is able to make effective decisions
- E  M  N  U  Is fair and impartial

**Comments:**

**Based on your observations, please list:**

• Areas of performance where this employee is particularly effective:

- 1.
- 2.
- 3.

• Areas of professional development, enhanced skills, or experience that could enhance the performance of this employee or bring added value to the organization's *operations* (*Jointly established based on Leadership and Employee input*):

- 1.
- 2.
- 3.

**Suggested resources that could be tapped to offer development opportunities:**

• Areas of performance that  could or  should be improved:

- 1.
- 2.
- 3.

**Briefly describe suggested course of action for areas of performance that *should be* improved and indicate the date of post-evaluation conference to discuss progress. If necessary, attach a more detailed personal improvement and development plan:**

**Date of post-evaluation conference for follow up on improvement progress:** [Click here](#) to enter a date.

**BASED ON THIS REVIEW OF THE EMPLOYEE, PROVIDE THE OVERALL EVALUATION RATING USING THE SCALE DEFINED BELOW:**

Choose an item.

**RATING SCALE**

**E=** Consistently *EXCEEDS* expectations of this role; delivers exceptional service and continuously anticipates and seeks solutions that add efficiencies for the organization and the district.

**M=** Consistently *MEETS* all expectations of this role and frequently delivers exceptional service.

**N=** NEEDS IMPROVEMENT in consistently meeting all expectations of this role.

**U=** UNSATISFACTORY in meeting expectations of this role.

Name of Evaluating Administrator

\_\_\_\_\_  
Signature of Administrator

10/17/17  
Date

**TO BE COMPLETED BY THE EMPLOYEE:**

I have reviewed this evaluation with my supervisor and have been provided a copy.

I will attach a personal statement to this evaluation.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

The presence of the employee's signature indicates that the evaluation form has been reviewed by the employee -- it does not imply agreement with the evaluation

**DISTRIBUTION:**

Employee

Administrator – Department, if applicable

Supervisor – Principal, Assistant Principal, or Operational Supervisor

Human Resources Manager: for HR system update and placement in Personnel file (original), with any other attachments, such as personal statement or improvement plan

**ELIGIBILITY REQUIREMENTS for the MICROSOFT OFFICE (*SPECIALIST*)**  
**CERTIFICATION STIPEND**  
**Per revised Article 14.10, “Enhanced Credential Stipends”**  
**2017-2020 RSPA MASTER AGREEMENT**

Per the new language adopted in the Rochester Support Personnel Association (RSPA) agreement for Article 14.10, Enhanced Credential Stipends, active, seniority members will be eligible to receive a maximum annual stipend of **\$520.00** for submitted evidence of completion of a Bachelor degree or evidence of attaining the *Microsoft Office - Specialist* (MOS) Certification. If the member has attained and provided evidence of both a Bachelor degree and the MOS certification, she/he will receive a maximum annual stipend of **\$575.00**.

A payroll action notice will be issued for the enhanced credential MOS stipend, with proration for FTE, once the Human Resources department has received the official certificates for the three Microsoft Office application tests and the MOS certificate and confirmed eligibility. A copy of these official certificates will be maintained in the employee’s Human Resources file.

Since paying a stipend for evidence of MOS certification is new with this current contract, below is a description of the required documentation that must be submitted to the Human Resources administration as evidence of eligibility for stipend payment.

According to the official Microsoft Office website, ([www.microsoft.com/en-us/learning/certification-overview-mos.aspx](http://www.microsoft.com/en-us/learning/certification-overview-mos.aspx) ) to receive the **Microsoft Office – Specialist Certification**, an individual must take and pass **three (3)** of the five (5) Microsoft Office Application tests, (Word, Excel, PowerPoint, Outlook and/or Publisher). In addition, there could be at any given time application tests and the MOS certification issued in multiple Microsoft Office versions, e.g., Microsoft Office 2010, 2013, etc.

**NOTE: For stipend eligibility in Rochester Community Schools:**

- **One (1) of the three application certificates submitted MUST be for Excel.**
- **The Microsoft Office application test version must be for the current district version in use or higher\*.**

After passing each of the application tests, the individual will be issued a certificate. Upon passing three application tests, the individual will be issued a fourth certificate for achieving Microsoft Office – Specialist.

The member would then be eligible for the annual stipend, as designated above upon submission of the three application certificates and the fourth MOS designation certificate, all issued by Microsoft, have been submitted to Human Resources.

\* It is recommended that prior to completing any application tests the member confirm the accepted version that will be deemed eligible for stipend authorization.