

MASTER AGREEMENT

BETWEEN THE

ROCHESTER COMMUNITY SCHOOLS

AND THE

**ROCHESTER/MAINTENANCE/GROUNDS/
AND TECHNOLOGY UNION**

A.F.S.C.& M.E., LOCAL 202, COUNCIL 25

July 1, 2012 – June 30, 2013

July 1, 2013 – June 30, 2014

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PREAMBLE

This agreement entered into this 1st day of July 2012 between the Rochester Board of Education, hereinafter referred to as the “Board” and the Rochester Chapter of the Local Union No. 202, affiliated with Council No. 25 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”.

PURPOSE AND INTENT: It is the general purpose of this Agreement to promote the mutual interests of the Employer and its employees (maintenance, grounds and technology) and to provide for the operation of the Employer’s business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quality and quantity of output, cleanliness, protection of property and avoidance of interruption of services and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Maintenance, Grounds and Technology employees and the school children of the Rochester Community Schools.

- A. Because every building has problems particular to itself, due to facilities, personnel, and the public, the involved employees are encouraged to jointly develop solutions to the common problems that are not inconsistent with state law, School Board Policy, this Agreement or other higher courts, if applicable.

- B. The Union, expecting its’ members to conduct themselves in all aspects of their job responsibilities and employment in an ethical and proper manner, shall exert all reasonable effort to rectify any action or attitude that may be considered as improper or detrimental to this Master Agreement.

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

**ARTICLE 1
RECOGNITION**

- A. Pursuant to and in accordance with all applicable provisions of Public Employment Relations Act 379 of the Public Act of 1965, as amended, the Employer does hereby recognize the Union 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 the employment for the terms of this Agreement of those employees of the Board in the bargaining unit herein described.

The Bargaining Unit includes the following permanent, full-time and part-time employees:

Maintenance, Grounds, Computer Technicians and Technology Assistants.

The Bargaining Unit excludes, but is not limited to the following:

Custodial Coordinator, Facility Coordinator, Supervisor of Maintenance/Grounds, the substitutes and any other temporary employee, all other supervisory and/or executive personnel, secretarial, clerical, cafeteria, paraprofessional as well as any other non-certified personnel not herein named.

1. **Full-time employee:** An employee who is regularly scheduled to work the full day or less on a permanent, daily basis.
2. **Part-time employee:** An employee who is scheduled to work a full day or less on a regular basis but not a permanent basis. Part-time Custodians are considered to be part-time employees, see Article 13, Section A, number 6f. for governing language on part-time custodial employees.
3. **Substitute employee:** A person who takes the place of an employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.
4. **Temporary employee:** An employee who provides services when help is required and said job assignment or position is not of a permanent nature.

- B. If at any future date, a new position is created in the bargaining unit, the Employer will place said position in the proper classification after it has discussed and negotiated the rate of pay for this position with the Union.
- C. The term “employee” when used herein shall refer to employees included in the Unit for bargaining as set forth in the paragraphs above and references to male employees shall include female employees. The term “Board” when used herein shall refer to the Board of Education.
- D. The term “designee” or “employer” when used herein shall refer to Administration Center administrators, principals, assistant principals, directors, supervisory or any other administrative personnel who may be authorized by the Superintendent or the Board of Education.

ARTICLE 2
EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every employee of the Employer shall have the right to freely organize, join, and support the Union for the purpose of engaging in collective negotiation and other lawful activities. The Employer agrees that it will not discriminate against any employee for his/her institution of any grievance, complaint or proceeding under this Agreement.
- B. The Employer specifically recognizes the right of its' employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- C. The Union and its members may have the right to use school building facilities for meetings in accordance with school policy.
- D. It is the responsibility of the Union and individual members to honor Board policies and Administrative Regulations not to conflict with the Master Agreement. Neither the Union, its representatives, nor any member shall assume administrative or supervisory authority or direct employees to disregard the instruction or directions of administrators or supervisors.
- E. In order to provide continuing health protection for students, it shall be the policy of the Board that:
 - 1. Upon initial employment, each employee will be required to have a physical examination certifying that the individual is capable of carrying out his/her particular assignment. Physicians will be designated and approved only by the Employer.
 - 2. The district shall be responsible for scheduling and paying for physicals for grounds personnel to maintain a Commercial Driver's License (CDL) as often as physicals are required by law for these employees.
 - 3. Each employee who is required to have a Commercial Driver's License (CDL) will file a copy with his/her Supervisor.
- F. All employees accept the responsibility to strive for excellence in his/her work and to take advantage of opportunities for continually improving his/her skills and relationship with his/her co-workers and with the public.
- G. Employees are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the School District. Employees, 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 of Education. Employees have a right to expect professional treatment from the employer.
- H. Employees 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.
- I. With the exception of employees working in the Technology Department, when all District facilities are closed by express direction of the Superintendent/designee, including early dismissal, due to natural causes or act of God, employees are expected to report for duty, unless the Superintendent declares a district wide emergency and requests all employees to remain home, in which case employees will be paid their regular daily rate. Employees have the option of using a paid time off day if they do not wish to report to work on these days. Employees in the Technology Department will not be required to report to work on days when the Superintendent/designee closes all district facilities due to inclement weather, and will be paid for a full

work day with do deductions from their sick or paid time off bank. For ten (10) month employees, in the event such a school day is rescheduled these employees will work the rescheduled day without pay because they were previously paid for the work day. If an employee does not work, this rescheduled day the inclement weather day will be deducted from the employee's paycheck. Sick days cannot be used for these make-up days.

On Act of God days, if additional hours of work are authorized past 8 hours of work by the immediate supervisor, those hours will be compensated at time and one half .

- J. No employee or Union representative will engage in union activities or business during any employee's working hours unless receiving permission from the Superintendent/designee.
- K. An employee shall, upon request, have access to his/her personnel file retained by the Department of Human Resources. An employee shall have a right to obtain copies of all materials, except those as limited by Act 379, upon request. If an employee would like to add or delete something from his/her personnel file, the employee should make the written request to the Human Resources Director.

ARTICLE 3
UNION SECURITY

- A. Each employee who, on the effective date of this Agreement is a member of the Union shall, as a condition of employment, maintain his/her membership in the Union. Each employee hired on or after the execution of this Agreement shall, as a condition of employment, become a member of the Union within ninety (90) calendar days after his/her hiring date or the effective date of this Agreement, whichever is later and thereafter maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Board within thirty (30) days after receipt of written notice to the Board from the Union of the employee's failure to maintain membership in the Union.

- B. Any employee may exercise his/her choice of the following alternate conditions. In lieu of Union membership, any employee may pay to the Union a monthly service fee charge, meeting all legal requirements. This contribution is to be construed as a donation toward the administrative cost of the Agreement. An employee who fails to comply with this condition shall be discharged within thirty (30) days after receipt of written notice of such default by the employee delivered to the Board by the Union.

- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to meet the requirement of Section A or B for the duration of this Agreement on or before the 10th day following the completion of their probationary period.

- D. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.

- E. The Union agrees to indemnify and save the Board, each individual school board member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administration agency costs that may arise out of, or by reason of, action taken or not taken by the Employer and/or the Board for the purpose of complying with this Article.

ARTICLE 4
AID TO OTHER UNIONS

The Employer will not promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the local union.

**ARTICLE 5
UNION DUES AND CHECK OFF**

A. PAYMENT BY PAYROLL DEDUCTION OR DIRECT TO UNION

Employees may tender the monthly membership dues or service charges by signing an authorization for payroll deduction form, or may pay the same directly to the Union.

PAYROLL DEDUCTION FORM

During the life of this Agreement and in accordance with the terms of an authorization of payroll deduction form, and to the extent that the laws of the State of Michigan permit, the Employer agrees to deduct Local Union membership dues levied in accordance with the Constitution and By-Laws of the Local Union from the pay of each employee who executed an authorization for payroll deduction of dues form.

B. DEDUCTIONS

Deductions shall be made only in accordance with the provision of an authorization for payroll deduction form together with the provisions of this agreement. If the amount to be deducted is to be increased or decreased, based on a change in assignment for the member, the union is required to provide written notification of such change per the provisions outlined in Article 5L. Absent any notification, as outlined in Article 5L, the Board will not change the deduction amount, nor be responsible for the collection of any potential additional dues owed or the refund of any overpayment of dues per as assignment change.

**C. DELIVERY OF EXECUTED
AUTHORIZATION OF PAYROLL DEDUCTION FORM**

A designated Union Officer shall properly execute a copy of the authorization for payroll deduction form for each employee for whom the Union membership dues or service charges are to be deducted hereunder and shall deliver said form(s) to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under authorization for payroll deduction forms which have been properly executed and are in effect. The Employer will return any authorization for payroll deduction form, which is incomplete, or in error to the designated union officer.

D. WHEN DEDUCTIONS BEGIN

Payroll deductions under all properly executed authorization for deduction forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

E. REFUNDS

In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Local Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

F. REMITTANCE OF DUES TO FINANCIAL OFFICER

Deductions for any paydate shall be remitted to the designated financial officer of the Local Union as soon as possible, but not later than seven (7) calendar days following the actual paydate dues were withheld. The regular schedule for dues to be withheld from members' paychecks shall commence with the second paydate of each employee's contract year and shall continue consecutively in equal amounts through the 20th paydate of each employee's contract year.

G. TERMINATION OF PAYROLL DEDUCTIONS

An employee shall cease to be subject to payroll deductions beginning with the month following the month in which he/she is no longer an employee of the School District under this Agreement.

Any employee may cancel the authorization for payroll deduction of dues or service charges upon written notice to the Employer and the Local Union two (2) weeks prior to the next payroll period.

H. DISPUTES CONCERNING PAYROLL DEDUCTIONS

Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an authorization for payroll deduction form shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer. While the dispute is under review, employee payroll deductions will continue unless the Employer payroll department is notified differently by the designated union designee.

I. LIMIT OF EMPLOYER'S LIABILITY

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

J. DISPUTES CONCERNING MEMBERSHIP

Any disputes arising as to an employee's membership in the Union shall be reviewed by the designated representatives of the Employer and a representative of the Local Union. However, the employee may be retained at work while the dispute is being resolved.

K. LIST OF MEMBERS PAYING DUES DIRECTLY

The Local Union will furnish the Employer, within fifteen (15) days after the effective date of the Agreement, the names of all members paying dues or service charges directly to the Local Union. Thereafter, the Union will furnish the Employer a monthly list of any changes.

L. UNION DUES AND CHECK OFF

The Employer will furnish the Union a list of all members for whom payroll deductions have been made for each payroll cycle in which deductions have been taken.

M. DIRECT DEPOSIT

Each employee shall have direct deposit of all payroll disbursements into a bank or credit union of their choice.

**ARTICLE 6
REPRESENTATION**

- A. There shall be three (3) representation departments within the bargaining unit consisting of:
1. MAINTENANCE
 - a) Journeymen
 - b) Maintenance Apprentice
 2. GROUNDS DEPARTMENT
 - a) Grounds
 - b) Head Groundsman
 3. TECHNOLOGY DEPARTMENT
 - a) Computer Technicians
 - b) Technology Assistants
 - c) Help Desk Associate
- B. The Union shall be represented by one (1) steward for the Technology Department; one (1) steward for the Maintenance Department and one (1) steward for the Grounds Department. There shall also be one (1) Chief Steward.
- C. The Union will furnish the Employer with the names of its stewards when elected and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing. Until the Employer has received written notice of changes from the Union, it shall not be required to deal with such employees purporting to be Union Steward representatives.
- D. In the absence of a steward or during overtime period where three (3) or more employees are assigned, the Chapter Chairperson of the Local may designate one (1) of the working employees as temporary steward for these periods.
- E. Duly authorized Union representatives may be permitted to transact official Union business on school property provided they do not interfere with or interrupt work activities or normal school operations. Any duly authorized Union representative must first secure permission from the building principal and/or appropriate administrator(s) to conduct said business. Such business will be transacted in private.

ARTICLE 7
SENIORITY

- A. New employees hired in a permanent position, other than substitutes and temporary employees, shall be considered as probationary workers for the first one hundred and twenty (120) work days of their job assignments. There shall be no seniority among probationary employees. When an employee, as described above, finishes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority back to the date of hire. The probationary period may be extended for any absences during that period by the amount of said absences. Employees will be eligible for benefits after completion of sixty (60) work days.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except that the Employer will have the right to discharge and take disciplinary action involving a probationary employee without a grievance filed or processed. Union dues/service fee deductions begin after completion of sixty (60) work days.
- C. Probationary employees shall be eligible for fringe benefits earned and provided for in this Agreement only at the successful completion of their probationary period.
- D. Seniority shall be counted on a School District-wide basis within the individual's department classification. Employees moving from one job classification to another shall retain District-wide seniority accrued in any other classification or department but not transfer said classification seniority into their new department.

If an employee returns to a department in which he/she has accrued seniority, his/her seniority in that department will be the total amount of seniority accrued previously. He/she will start to add to that seniority when he/she returns to the department and shall be able to use that seniority to bid on an open position in that department.

- E. When more than one employee is hired on the same day, seniority will be determined by alphabetical sequence of last names.
- F. The seniority list will show the names and job titles of all employees of the unit entitled to seniority.
- G. The Employer shall provide the Chapter Chairperson with a seniority list annually on July 1.
- H. An employee will lose his/her seniority and terminate his/her services with the Rochester Community Schools for the following reasons:
 - 1. Employee quits or retires.
 - 2. Employee is discharged and the discharge is not reversed.
 - 3. Employee is absent for three (3) working days without notifying the Employer. The Superintendent/designee, provided notification is given to the Employer representative and reasons are acceptable to the Employer, may make exceptions to this rule.
 - 4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure provided herein.
 - 5. If the employee overstays by three (3) days a leave of absence granted for any reason, as hereinafter provided, unless an extension has been granted.
 - 6. Involuntary layoff for two (2) years or length of seniority in the District, whichever is shorter.
 - 7. If the employee gives false reasons for a leave of absence or engages in other employment during such leave without permission of the Employer.

8. If the employee falsifies information on his/her application for employment even if the falsity may come to light sometime after the employee's date of hire or date of acquiring seniority.
 - I. Notwithstanding their position on the seniority list, stewards in the event of a layoff of any type will continue to work as long as there is a job in their department for which they are qualified and can perform and shall be recalled to work in the event of a layoff on the first open job in their job classification for which they are qualified and can perform.
 - J. Notwithstanding their position on the seniority list, the Chapter Chairperson, Vice-Chairperson, and Chief Steward of the Local Union shall, in the event of a layoff, continue to work provided they are qualified for and can perform the work available.
 - K. Employees on medical or medical/child care leave of absence will accrue seniority for the first ninety (90) calendar days of the leave. If the leave is in excess of ninety (90) calendar days the employee will not continue to accrue seniority.

Employees on a military or union business leave will accrue seniority while on a leave.

Employees on an educational or any other type of leave will have their seniority frozen for the entire leave.

**ARTICLE 8
DISCIPLINE AND DISCHARGE**

- A. The Employer shall not discipline any employee without just cause. The Employer agrees upon the suspension or discharge of a seniority employee to notify, in writing, the Chief Steward of the suspension or discharge.
- B. The suspended or discharged employee will be allowed to discuss his/her discharge with the steward of the department and the supervisor. The supervisor will make available an area where he/she may do so before he/she is required to leave the property of the Employer.
- C. If the decision from the supervisor is still not acceptable to the seniority employee, the matter may be referred to the grievance procedure commencing at Level Three (3) within five (5) working days of the answer given by the supervisor.
- D. All concerns and complaints regarding any suspension or discharge of seniority employees must be processed as identified above; otherwise, the parties will forfeit any further review of their case.
- E. Employees shall have the right to Union representation at all levels of the disciplinary process.
- F. An employee shall be told the purpose and notified in advance of any meeting that may result in discipline.
- G. The parties subscribe to the concept and use of progressive discipline whenever possible. All discipline made by the Employer is to be done in a discreet manner and not in front of fellow workers.

- Step 1. Verbal counseling and/or conference with Supervisor
- Step 2. Written reprimand
- Step 3. Short-term suspension without pay, 1 day
- Step 4. Short-term suspension without pay, 3 days
- Step 5. Long-term suspension without pay, minimum 5 days
- Step 6. Termination

The parties agree that depending on the nature and severity of the offense, it may be necessary for a first time disciplinary action meted out by the Employer to commence at a step higher than Step 1, up to and including Step 6.

Any disciplinary action taken by the employer shall be for just cause, and any/all such disciplinary action (s) are subject to the grievance procedure.

- H. After Step 2 of progressive discipline, the employer may transfer affected employee to alternative work location, within the same classification and pay with no loss of hours or shift deviation.

**ARTICLE 9
LAYOFF AND RECALL**

- A. Layoff means a reduction in the working force due to a decrease of work or limitation or reduction in operating funds or any other condition beyond the control of the Board.
- B. If it becomes necessary for a layoff, all part-time employees followed immediately by full-time probationary employees within the affected classifications will be laid off first. Seniority employees laid off from their positions will have bumping rights within their classification on the basis of their department seniority and will be entitled to bump the employee with the least department seniority currently in that classification. Lateral bumping must be requested, in writing, within ten (10) calendar days from the notice of layoff.
- C. Any employee not possessing the necessary department seniority or desiring to bump laterally as outlined in (B.) above may opt to exercise their seniority by bumping the employee with the least department seniority, providing the position is equal in pay or in a lower classification than the employee currently holds and the employee meets the qualifications for the position. Classification ranking will be determined on the basis of wage rates on the Salary Schedule.
- D. An employee not possessing the necessary seniority to bump within a department can exercise seniority gained in a former department and bump the employee with the least seniority in a previously held or lower classification.
- E. Any employee who assumes a new job assignment due to the layoff procedure will also assume the salary rate for that position.
- F. Employees to be laid off will have at least fourteen (14) calendar days notice of their intended layoff. The Chairperson and Chief Steward shall receive a list of employees being laid off.
- G. Employees laid off through the procedure as stated in this Article shall be maintained on a recall list for a period of two (2) years or length of seniority in the District, whichever is shorter and shall be recalled in reverse order of their layoff.
- H. The Employer may transfer within the departmental classifications on a District-wide basis where operating staff in one or more buildings is reduced due to layoff.
- I. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within fourteen (14) calendar days from date of mailing of recall notice, he/she shall be considered as having quit.
- J. Each employee is responsible for keeping the Employer advised, in writing, of any change of address and will not be excused for failure to report for work on recall if he/she fails to receive recall notice because of his/her own failure to advise the Employer, in writing, of his/her change of address.
- K. The Employer shall have no obligation to recall probationary employees who may be laid off.
- L. It is clearly understood that any individual laid off shall automatically terminate and suspend the Employer's obligation to salary or fringe benefits under this collective bargaining agreement or any other agreement.
- M. Should an employee be offered a full-time position and refuse such appointment, he/she will lose his/her right to remain on the seniority recall list and shall be considered as having quit.

ARTICLE 10
TRANSFER / PROMOTION / DEMOTIONS / TEMPORARY ASSIGNMENTS

- A. A transfer is a lateral change within a job classification where there is no addition or increase in compensation; for example, a movement to another building, to another shift, or to another job within the salary classification falls into the definition of a transfer.
- B. Transfer of seniority employees is to be minimized whenever possible. Transfers shall be based upon seniority. Employees placed in a new position by virtue of a transfer may be required to complete a trial period of thirty (30) workdays subject to the provisions under Section L. The trial period shall be automatically extended for any absences during that period by the amount of said absence(s).
- C. Employees desiring a transfer must file their request, in writing, within the posted period. The request shall set forth the reason for transfer and the applicant's qualifications, work experience, as well as any other relevant information. Only one (1) transfer in a nine (9) month period shall be permitted. The Employer may permit exceptions to this rule.
- D. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.
- E. 1. If an employee takes a permanent or temporary position outside of the bargaining unit in Rochester Schools for more than ninety (90) calendar days, he/she will have the right to return to his/her former position during the ninety (90) days. The Employer will post the employee's position for temporary promotion.
- After ninety (90) calendar days, the employee's position shall be posted and filled in accordance with this Article. The ninety (90) calendar-day period for temporary positions may be extended by agreement of the Union and the Employer.
2. An employee who takes a position outside of the bargaining unit shall retain seniority accumulated while working in the bargaining unit.
3. Such employees who desire to return to the unit shall be allowed to use their accumulated bargaining unit seniority to apply for any open position that remains vacant after such job has been posted as a transfer/promotion for current bargaining unit employees.
- F. If any transfer or reassignment would place an employee's seniority in jeopardy, the Employer agrees that it will discuss the situation with the Union in order to provide for the protection of the seniority of the employee(s) involved.
- G. Employees temporarily involuntarily transferred to a lower classification shall be paid at his/her regular rate. Employees who volunteer for extra assignments in a lower classification shall be paid the lower classification rate. Employees working in a higher classification shall be paid at the rate of the higher classification.
- H. All vacancies within the bargaining unit will be posted within fourteen (14) calendar days of determining there is a vacancy. The vacancy will remain posted for a period of seven (7) calendar days. Postings will list the reason for filling the vacancy. Whenever possible, the Employer will fill the vacancy within five (5) calendar days of the posting deadline.

If the vacancy is not filled by ten (10) work days, the successful candidate will be compensated at the vacancy rate starting the eleventh (11th) work day provided the employee is ready and present to work.

If an individual is not ready and present to work because of vacation, sick day personal day, etc., the days in the preceding paragraph will be extended by a like amount of days.

I. A promotion is an upward change in an open job classification within the bargaining unit which results in additional compensation during the regular workday. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential, or premium pay. Employee(s) interested in a promotional position shall apply within the above stated posting period to be considered for the promotion.

1. Promotions to entry-level positions shall be made on the basis of established qualifications, seniority, and prior work record. It is understood that employees bidding between departments are only eligible to apply for entry-level positions in the other department, unless they have accrued seniority in a higher than entry level classification. Qualifications will be detailed on each job description and listed on each posting.
2. All promotions to bargaining unit positions shall be made first from within the department on the basis of meeting established qualifications, seniority, and prior work record.

Prior work record criteria will include a review of previous disciplinary actions and evaluation documents that are dated within the last two years. If these criteria are relatively equal, then the most senior employee will be placed in the position.

The individual granted the promotion will be granted up to a ninety (90) calendar day trial period to determine:

- a) his/her desire to remain on the job
- b) his/her ability to perform the job

Any absence during the trial period shall automatically extend the trial period for a like number of days.

3. Employees not granted a promotion may have their application reviewed. If the employee is not satisfied with the results of that review, the matter may then become proper subject for the grievance procedure beginning at Step 2.

J. TRAINING PROGRAMS

1. The Rochester Community Schools has developed Training Programs for all employees who would like to apply for a promotion in the Maintenance, Grounds, or Technology Department. The training Programs are comprised of a listing of topics and/or areas for individuals to successfully complete before they will be eligible for a promotion.

Employees will complete the courses in the Training Programs and successfully demonstrate his/her ability to perform the requirements. Employees can have a Training Program topic or area waived by the Board by successfully demonstrating his/her ability to perform the requirements.

2. If an employee does not successfully pass a test, he/she will be notified as soon as possible.
3. Training programs will be conducted during regularly scheduled work hours whenever possible.

4. In the event that no training classes have been offered or made available to the employee, he/she shall not be denied a promotion.
- K. The decision of the Employer regarding promotional positions shall be written and be available for posting within five (5) working days after the decision. In the event the employee with the most seniority is not granted the promotion, the reasons for denial shall be given, in writing, to the employee and Chief Steward, if requested in writing by the employee.
 - L. During the ninety (90) calendar day trial period, the employee shall have the opportunity to revert back to his/her former position and a letter of explanation shall be submitted to the Employer. If at any time during the trial period, the Employer believes the employee is not able to satisfactorily perform the job, such employee shall be returned to his/her former position and notice of such action shall be submitted to the Chief Steward, in writing, with a copy to the employee. The employee returned to his/her former position shall retain salary and seniority status as previously enjoyed before the promotion.
 - M. An employee who requests and is granted a transfer (excluding bus drivers) shall remain on the job for six (6) months before he/she becomes eligible to request another transfer. The Employer may make exceptions to this rule, with notification to the Union.
 - N.
 1. An employee who is promoted during his/her probationary period shall be considered to have satisfactorily completed his/her probationary period in the classification from which he/she had been promoted.
 - O. Employees requesting or receiving a transfer or demotion to a lower classification shall be paid at the rate of said assignment.
 - P. A voluntary demotion is a change to a lower job classification within the work departments. Voluntary demotions are to be minimized whenever possible. Voluntary demotions shall be based upon seniority. Employees placed in a new position by virtue of a voluntary demotion may be required to complete a trial period of thirty (30) workdays. The trial period shall be automatically extended for any absences during that period by the amount of said absence(s).
 - Q. Demotions, transfers and promotions are allowed only within an employee's representation department as defined in the Representation Article of this Agreement. The Employer may permit exceptions to this rule.
 - R. TEMPORARY ASSIGNMENT
 1. Offer position within building and if not filled, a substitute may be used.
 2. When it is determined that the length of absence (including Workers Compensation) causing the vacancy will be sixty (60) days or more, the position will be posted District-wide for temporary assignment. When it is determined that the length of absence (including Workers Compensation) causing a vacancy in the Maintenance and Operations Department will be sixty (60) days or more, the position will be posted District-wide for temporary assignment to a Department employee.
 3. Seniority employees taking a temporary assignment will retain that position in the event the previous employee cannot return to work. Position will not be re-posted.

**ARTICLE 11
LEAVES OF ABSENCE**

- A. General 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 employees who are on seniority status without loss of seniority for good cause; such leave may be canceled if the employee is employed during that leave. General leaves of absence may be extended for a period not to exceed one (1) year at the discretion of the Superintendent/designee. Leaves of absence will be rescinded only by mutual consent of the Employee and the Employer.
- B. An employee granted a leave of absence by the Employer of more than six (6) months may be given a position upon his/her return provided there is an opening in his/her job classification and job assignment (the position held immediately prior to the granted leave), and he/she has given proper notice. An employee on a leave of absence of six (6) months or less shall be returned to his/her regular position. No seniority employee shall be laid off in order to create a position for an employee wishing to return from a granted leave.
- An employee returning from a leave of absence may bump a probationary employee.
- C. An employee is required to notify the appropriate supervisor, in writing, at least fifteen (15) days preceding the expiration date of a leave indicating his/her desire to return, request an extension, or resignation. An employee on leave of absence of three (3) months or less will be required to submit only (7) day written notice. An employee must make application for reinstatement within the time limit specified and if the employee does not provide such notice, he/she shall be deemed to have terminated his/her employment with the Rochester Community Schools unless an exception to this rule has been made by the Superintendent/designee.
- D. Re-employment of an employee on a leave of absence of more than six (6) months will be conditioned by the availability of a vacancy existing within the employee's job classification and assignment as indicated at the time the leave was granted. The Employer's obligation to re-employ an employee shall end six (6) months after the termination of the leave.
- E. The notice of intention to return to duty after a medical leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his/her duties.
- F. Employees granted a leave of absence shall maintain their accumulative sick leave days remaining at the time the leave was granted less any deductions for days used. All benefits cease to accumulate during the leave except seniority for those on approved medical or maternity leave of absence. Hospitalization insurance will be paid for those on Medical Leave based upon the requirements of the Family Medical Leave Act (FLMA).
- G. Leaves of absence may be granted for the following good causes, by way of illustration but not limited to: 1) education; 2) maternity; 3) medical; 4) Military, and 5) Union Business.
- H. Eligibility for any leave of absence requires a minimum of six (6) months continuous employment by the School District immediately prior to such leave of absence.
- I. No accrual of seniority shall be granted during leave of absence except for medical or maternity leaves of absence. This section is governed by Article 7, section K.

- J. While an employee is on a leave of absence for less than six (6) months, temporary employees may be hired. Such temporary employees shall not accumulate seniority and may be terminated upon expiration and return of the employee from his/her leave of absence.
- K. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Board shall be granted a temporary leave of absence for a period up to, but not to exceed, one (1) year or the term of office whichever may be shorter, provided a written request from the Union and the employee is received by the Board. The total number of persons allowed this type of leave shall not exceed one (1) person within any fiscal year.
- L. Each year, four (4) seniority members of the Union elected to attend a convention and two (2) seniority members elected to attend a seminar shall be granted a maximum of two (2) work days with pay, plus any approved leave days remaining as a total number of days approved with pay. The use of approved leave days will be deducted from their sick bank. It is understood that not more than four (4) such members may be allowed to attend a Union convention in any fiscal year.
- M. The Employer cannot guarantee the return of any employee to a specific building or special assignment at the conclusion of the period of absence lasting six (6) months or more. The Employer will make every effort to return an employee who has been on leave of absence to the same or comparable job that he/she held before the leave.
- N. At the expiration of a leave and as stated in the sections above, if an employee does not return and no extension is granted, his/her removal and termination of employment with Rochester Community Schools becomes automatic.
- O. The Union shall be given notice when an employee is granted a leave or granted and extension of a leave of absence.
- P. The District will comply with the provisions of the Family Medical Leave Act of 1995.

ARTICLE 12
SICK LEAVE

- A. The Employer may, at its discretion, require that employees provide medical data from the employee's doctor for any illness or injury that requires an employee to be absent from work three (3) days or more.
- B. All seniority technology/maintenance/grounds employees and any other twelve (12) month employee shall accumulate ten (10) sick days per year earned at the rate of 10/12th days per calendar month, and all seniority ten (10) month employees shall accumulate eight (8) sick days per year earned at the rate of 8/12th days per calendar month. Accumulation of sick days not used shall be unlimited.
- C. Credited and accumulated sick days may be used for personal illness or illness in the immediate family. The immediate family for sick leave purposes is defined as: parents, spouse, children, grandchildren, grandparents, or any dependent living in the same household. A maximum of seven (7) sick leave days may be granted under the provisions of this Article for illness in the immediate family, which will be charged against the employee's sick leave accumulations. The Superintendent/designee may make exceptions to this provision.
- D. All employees shall accumulate sick leave from the date they are hired. Probationary employees can accumulate sick leave but cannot receive sick or approved leave pay until the completion of their probationary period and then only on a prorated basis for the first year of employment.
- E. After completion of the employee's first year of employment, an employee will be credited in advance with sick leave allowance for the entire next year which may be used by the employee after working one (1) FULL pay period following the commencement of that fiscal year providing no absences occur during said pay period. If an employee overdraws from his/her credited sick leave accumulation more days than have actually been earned and, if repayment is not made in sick days when earned and accrued, the sick days used will be deducted from the final paycheck. If a sufficient amount to cover the number of sick days used is not available in the employee's final check, the employee shall refund to the Employer the amount of overpayment.
- F. Employees shall be entitled to five (5) days with pay to attend the funeral of any member of their immediate family. The Superintendent/designee may make extensions. The immediate family for funeral leave is interpreted as the mother, father, wife, husband, daughter, son, sister, brother, in-laws, grandchildren, grandparents, Aunt, Uncle, or other dependents living in the same household. Said days will be deducted from the employee's sick leave accumulations. Employees who wish to attend the funeral of a fellow employee or former employee, or who serves as pall bearer at a funeral (not covered under immediate family), may be allowed one (1) day deducted from sick leave accumulation.
- G. A maximum of three (3) days of bereavement leave may be used for a death of a spouse, the individual's parents, sister, brother, son, daughter, or grandchild. Bereavement leave meeting this definition shall not be charged against the employee's sick leave.
- H. Employees who regularly work less than full-time, eight (8) hours, shall accumulate sick leave, prorated, according to the average number of hours worked per day and months per year.
- I. Employees who have exhausted their sick leave credit and are still unable to return to work, but are on a Medical Leave, may be paid for any unused vacation credit at the end of the fiscal year on a prorated basis.
- J. An employee shall not accumulate sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.

- K. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday but will not be charged for a day of sick leave.
- L. Employees on a leave of absence without pay shall not accumulate sick leave during such periods.
- M. Routine health examinations or dental appointments, which might be scheduled during vacation periods, shall not be covered.
- N. Sick leave days shall not be used for seeking other employment, rendering services, or working either with or without remuneration for themselves or for anyone else, for religious purposes, for hunting, for fishing, or other recreational activities, etc.
- O. Proof of illness may be required at any time the employer suspects abuse or a pattern of absences.
- P. Upon approval of the Superintendent/designee, two (2) days of accumulated or credited sick leave may be used annually as approved leave days. Approved leave days shall be interpreted as those which require the presence of the employee at affairs that cannot be arranged or handled at a time other than during the regularly scheduled work day. Applications must be made directly to the Superintendent or his designee for approval; this request must include a general statement in support of the request. The employee's immediate supervisor will be notified of the approved dates of approved leave day by the Superintendent/designee. It is understood that under emergency circumstances, a prior notice (one week) may not be possible. The approved leave day is not provided for casual or indiscriminate use. Approved leave may mean an activity that requires an employee's presence during the work day and is of such a nature that it cannot be attended to at a time when the employee is not at work such as:
 - 1. Legal business
 - 2. Court appearance
 - 3. Medical
 - 4. Funeral
 - 5. Graduation
 - 6. Immediate family commitments
 - 7. Other reasons as approved
- Q. Any employee who is absent because of an injury or disease compensable under the Michigan Workers Compensation Law shall receive from the Employer, the difference between the allowance under the Workers Compensation Law and the regular salary up to the employee's current cumulative sick days with no deductions for sick days. Any employee absent as stated above may not return to work until securing a release and a certified statement from a physician.

Any employee will automatically be entitled to seven (7) calendar days of coverage by the Employer for any injury compensated under the Michigan Workers Compensation Law with pro-rated deduction of sick days equal to the monetary reimbursement the school district receives from Workers Compensation benefits claim(s) associated with said seven day period.

- 1. Injuries shall be reported to the appropriate immediate supervisor as soon as possible but not later than three (3) calendar days of the occurrence. The Employer shall provide an accident/injury report form to the Employee not later than six (6) calendar days of the occurrence.
- 2. Any employee receiving an injury on the job requiring immediate medical attention by a physician will receive pay for the full day's work at the regular rate and; if he/she is required to report back to the doctor during working hours, he/she will be paid for the time lost.

3. Hospitalization insurance will be paid by the Board for up to six (6) months while off work due to injury or disease covered under Michigan Worker's Compensation Law.
- R. The Employer shall pay any seniority employee called for jury duty or attendance at any court pursuant to subpoena by other than those mentioned in the immediate family (see Sick Leave, Section I-E) the difference between the amount received from jury duty and the regular pay, if either the employee or the Superintendent/designee is unable to have the employee excused from such assignment. An employee who receives witness or jury duty interview and appearance notice must notify his appropriate administrator within five (5) days of such notice. To be eligible for jury duty or witness pay differential, the employee must furnish the Employer with a written statement from the appropriate public official listing the amount and the dates he received pay for jury duty and/or witness fees.
- S. When requested by the Union, the Employer will schedule annual informational meetings, seminars with employees for the purpose of discussing Worker's Compensation and other insurance benefits.
- T. ATTENDANCE INCENTIVE PLAN
1. The number of accumulated sick leave days will be established at the end of the school year for the ensuing school year. Employees will receive written notice of her/his accumulation at the end of each year on her/his paycheck voucher or stub.
 - a) An employee who has accumulated thirty (30) or more sick days will be entitled to one (1) incentive day for the year.
 - b) An employee who has accumulated fifty-five (55) or more sick days will be entitled to two (2) incentive days for the year.
 - c) An employee who has accumulated eighty (80) or more sick days will be entitled to three (3) incentive days for the year.
 2. An incentive day may be used without specification. Application must be made at least three (3) days prior to the day of leave except in cases of emergency. All incentive days will be deducted from the employee's sick bank.
 3. Not more than three (3) employees will be excused under this section on any given day District-wide for each of the following areas:
 - a. Maintenance, Grounds, & Technology

Priority will be established by the order of receipt of the request in the Supervisor's Office.

**ARTICLE 13
HOURS OF WORK**

HOURS OF WORK - ALL EMPLOYEES EXCEPT TECHNICIAN ASSISTANTS AND HELP DESK ASSOCIATES

A.

1. The regular working day for maintenance/grounds/computer technicians employees will, as a rule, consist of eight (8) hours per day. Exceptions to this rule will be discussed in Special Conferences. The first shift will usually start at 7:00 a.m. and end at 4:00 p.m. with one hour or one-half hour for lunch without pay. Employees working the second shift, which usually starts at 4:00 p.m. and ends at 12:00 midnight, or the third shift, which usually starts at 11:00 p.m. and ends at 7:00 a.m., shall receive eight (8) hours compensation for seven and one-half (7 ½) hours work and one-half (1/2) hour paid lunch period. Such paid lunch period is allowed in lieu of a shift differential.

Should the District institute a summer hours schedule, the regular working day during the summer for custodial/maintenance/grounds/technology employees will, as a rule, consist of four ten (10) hour days, paid at straight time rate. Employees are entitled to forty-five (45) minute lunch and two breaks.

2. **SHIFT DEFINITION**

Except for exceptions noted in Article 13, Section B5, the first shift is any shift that regularly starts on or after 5:00 a.m. but before 12:00 noon. The second shift is any shift that regularly starts on or after 12:00 noon but before 6:00 p.m. The third shift is any shift that regularly starts on or after 6:00 p.m. but before 5:00 a.m. The above definition is for shift premium consideration.

3. **RELIEF PERIOD**

First shift employees may take a relief period of not more than fifteen (15) minutes in the A.M. or first half of their shift and a relief period of not more than fifteen (15) minutes in the P.M. or the last half of their shift. The second and third shift employees may take a relief period of not more than fifteen (15) minutes in the first half of their shift and a relief period of not more than fifteen (15) minutes in the last half of their shift. Relief periods shall be taken at a time that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Failure to take a relief period shall not result in a lengthening of the lunch period or a shortening of the working day, unless specifically arranged with the immediate supervisor to cover unusual occasions. During overtime, an employee shall be given a relief period of fifteen minutes for every two (2) hours worked.

3. **CALL-IN-PAY**

An employee reporting for emergency call-in duty shall be guaranteed two (2) hours pay at the rate of time and one-half.

4. The lunch period shall be established by the immediate supervisor in accordance with the organizational pattern best suited to the particular building and/or department. Such lunch hours will not be considered as part of the regularly assigned workday.

5. **OVERTIME PAY AND PREMIUM PAY**

- a) Time and one-half shall be paid for all hours worked over eight (8) hours per day and forty (40) hours per week when approved by the immediate supervisor. If called in early, the Supervisor may end the shift/work of any grounds or maintenance employee after completion of twelve (12) continuous hours or the end of their normal shift
- b) Except for the alternate schedules listed under Article 13, section B6, time and one-half (150%) will be paid for Saturday, except when a shift starts on Friday and continues into Saturday, or starts on a regular work shift and continues into a holiday.
- c) Except for the alternative schedule listed under Article 13, section B6, double (200%) time will be paid for all hours worked on Sunday or on paid holidays.
- d) Overtime pay shall not be pyramided.

7. TEMPORARY ASSIGNMENT

An employee taking a temporary assignment will return to his/her former position at the conclusion of the temporary assignment.

A maximum of two (2) postings may occur resulting from returning employee from temporary assignment for employees in the job classifications of Maintenance/Grounds.

B. EQUALIZATION OF OVERTIME HOURS

- 1. Except for the special grounds alternative schedule, equalization of overtime hours will be administered by the guidelines as set forth herein.
- 2. Overtime hours shall be divided as equally as possible among seniority employees in the same classification in their building or work area (Grounds, Maintenance, and Computer Technician). An up-to-date list showing overtime hours for all seniority employees will be posted and recorded in all buildings.
- 3. When overtime is required within a classification, the person with the least number of overtime hours in that classification within their building or work area (grounds, maintenance and computer technician) will be called first and so on down the list within each building in an attempt to equalize the overtime hours. If there is no acceptance or no one in the classification within the building, seniority employees in other classifications shall be called. These employees may sign up for the overtime in the Maintenance Office by signing the outside overtime list. Employees on the outside overtime sign-up sheet will be called on the basis of least number of overtime hours charged to them provided they are capable of doing the work. The Employer will keep an up-to-date outside overtime list. This paragraph includes maintenance, grounds and computer technicians.
- 4. All overtime hours, with the exception of building checks and security problems will be charged to building overtime lists.
- 5. From October 15th until April 1st of each year, the district will have the ability to institute flexible work week for two grounds employees. This flexible work week will be implemented on a rotational basis within the department and begin the first week with the two least senior employees and rotate through the department and ending with the highest senior employee.

once the most senior employees have been assigned, the process will start over and end only after the 1st of April each year. During this flexible shift, and to prepare for inclement weather, Rochester Community Schools may assign varying start times and duties to these individuals. Hours of the flexible work shift is determined by the District and may be either a late day shift or early morning shift as needed. The time for this allowance will be from Sunday morning 12:01 a.m. until Friday afternoon at 11:59 p.m. Saturday and Sunday work will remain at the prescribed overtime rates. At the end of a normal 8 hours work, the District may send these individuals home unless they are asked to remain in an overtime situation. In the event overtime is determined to be needed by the District, these individuals will be the last to be asked, and will not be charged in the departments overtime list for the days worked in this schedule.

6. Under normal conditions overtime will be assigned at the earliest possible time by the building Head Groundsperson or in the absence of these employees, the Supervisor. Overtime assignments for the weekend work should be made by midnight on Wednesday.
7. Overtime assignments from the Maintenance & Operations Office should be with as much advance notice as possible to the employees.
8. If overtime is required after assignments have been made for a weekend, the additional overtime will be scheduled without adjusting the previously assigned overtime.
9. If there are multiple overtime assignments available at a building on a given day, the assignments will be made on the basis of the respective activity starting time.
10. Some overtime assignments may require an employee with specialized skills or building knowledge. This would include such things as power failures, mechanical equipment problems, etc. The assigned employee will have all overtime hours worked charged to the building overtime charts.
11. If long-term project work can be anticipated, every reasonable effort will be made to share the overtime work between all employees.
12. Scheduled overtime work assignments will be split between employees if it is determined that the health or safety of the employees is a concern.

Under normal conditions any overtime assignment expected to be longer than ten (10) hours will be split equally by the building Head Custodian, Assistant Head Custodian, or Head Groundsperson, or in the absence of these employees, the Supervisor, if requested by the employee eligible for the assignment.

13. Under normal conditions, employees who work overtime assignments must turn in time cards to the Head Groundsperson, or in the absence of these employees, the Supervisor. The time cards should be submitted as soon as possible after the completion of the work assignment but no later than the employee's first work shift following the overtime assignment.
14. Under normal conditions only the Head Groundsperson, or in the absence of these employees the Supervisor are authorized to make adjustments to the building overtime charts.
15. If there is no acceptance of an overtime assignment and no work completed, all employees who had been asked to work will not be charged.

16. For the purpose of this section, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime hours of the employee(s) working during that overtime assignment.
17. Overtime hours will be computed and maintained from July 1 through June 30 of each fiscal year. On or about July 1 of each fiscal year, a new updated overtime list will be posted. This new list will reflect the excess overtime hours worked by employees in each classification over the lowest number of hours worked within that classification. The above shall also apply to the outside overtime list. When a building/department starts or alters the overtime list system, the system will stay in effect until the end of the fiscal year (June 30). Changes to the overtime list or system will only be allowed to take effect on July 1.
18. Employees that change classification will be charged with the highest number of overtime hours that exists in their classification on the day he/she is placed in said classification.
19. Newly hired, rehired, or transferred employees who successfully complete their probationary period will be charged with overtime as indicated in Section 18.
20. The Employer will endeavor to continue to provide the opportunity for employees in the grounds and maintenance classifications to share in the overtime assignments. However, due to the complexity of job assignments, skills needed, equipment available, etc., the overtime hours in these classifications will not always be equalized; but the Employer will endeavor to equalize whenever possible.
21. It is understood that overtime hour assignments for employees may be unequal from time to time.
22. The Employer shall provide 24-hour notice for overtime whenever possible.
23. The Employer shall provide the Chapter Chair with an updated District overtime list at the end of each month.

D. TEMPORARY ASSIGNMENT

An employee taking a temporary assignment will return to his/her former position at the conclusion of the temporary assignment.

A maximum of two (2) postings may occur resulting from returning employee from temporary assignment for employees in the job classifications of maintenance/grounds.

- E. Supervisors and/or work leaders may perform bargaining unit work providing it does not deprive regularly employed employees of an opportunity to work. Such work will not be done on a regular basis. Employees in the Facilities Coordinator positions will perform supplemental grounds, and maintenance duties as part of their assignment. Such duties will not be regularly scheduled, and shall typically be less than twenty-five (25%) of the work duties.
- F. The Employer 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, technological and/or innovative approaches in the overall work operation of the School District that the Employer would

like to make part of its' operation. The changes made under this section will be for a period of not more than six (6) months. The parties must mutually agree upon extension of this time period.

ARTICLE 14
UNION BULLETIN BOARDS

- A. The Employer will provide a bulletin board in each building which may be used by the Union for posting notices for the following:
 - 1. Notices of recreational and social events
 - 2. Notices of local union elections
 - 3. Notices of results of local union elections
 - 4. Notices of meetings

- B. The bulletin board shall not be used by the Union for posting or distributing pamphlets of political matters. The Union shall have the exclusive use of the bulletin board assigned to the Union in each building.

- C. Copies of all notices will be forwarded to the Assistant Superintendent of Business Affairs, if requested.

- D. There shall be no other general distribution or posting by employees or Union representatives of pamphlets of political matters, notices or any part of literature upon Board's property other than that approved by the Employer. The Employer shall not withhold approval of information not of a political nature.

ARTICLE 15
SPECIAL CONFERENCES

- A. There may 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.

- B. Special conferences for important matters including health and safety will be arranged by the Chapter Chairperson or Chief Steward and the Employer by mutual consent of the parties. The Union may appoint not more than eight (8) members to represent their organization and the Employer may have a like number if it so desires. Such meeting shall be between at least two (2) representatives of the Employer and of the Union.

- C. Arrangements for the conferences shall be made in advance and an agenda provided, in writing, prepared by the party requesting the conference; the agenda shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those matters included in the agenda. The name of the persons to be present shall be submitted prior to the conference.

ARTICLE 16
MISCELLANEOUS PROVISIONS

- A. When an employee desires to terminate his/her employment, including retirement, there must be at least fourteen (14) working days notice of resignation with no absences during said period. Notice shall be in writing, given to the immediate supervisor. Resignations of shorter notice shall automatically forfeit all Rochester Community Schools benefits, except if the resignation is of an emergency nature (such as sickness in the family, death, etc.)

- B. Resignations automatically forfeit accruing additional rights and benefits. In the event of re-employment, such employee shall be considered as a new employee.

**ARTICLE 17
COMPENSATION**

A. SALARY

The hourly rates of employees covered by this Agreement are set forth in Schedules A, B, and C, entitled EMPLOYEE SALARY SCALE, which are as attached to and incorporated in this Agreement.

B. VACATION

1. An employee shall be eligible to receive accrued vacation benefits after attaining seniority retroactive to the first day of official permanent employment. Seniority employees shall earn credits toward vacation with pay in accordance with the following schedule based on the service rendered during a fiscal year, July 1 to June 30.

12 MONTH SCHEDULE (/MAINTENANCE/GROUNDS/COMPUTER TECHNICIANS)

Less than one (1) year	½ day per month
1 st complete year continuous with the Rochester Community Schools through the 4 th complete year	10 days
5 th complete year continuous with the Rochester Community Schools through the 10 th complete year	16 days
11 th complete year continuous with the Rochester Community Schools	17 days
12 th complete year continuous with the Rochester Community Schools	18 days
13 th complete year continuous with the Rochester Community Schools	19 days
14 th complete year continuous with the Rochester Community Schools	20 days
15 th complete year continuous with the Rochester Community Schools	21 days

10 MONTH SCHEDULE (TECHNICIAN ASSISTANTS & HELP DESK ASSOCIATES)

Less than one (1) year	1/2 day per month
1 st complete year continuous with the Rochester Community Schools through the 4 th complete year	6 days
5 th complete year continuous with the Rochester Community Schools	8 days
15 th complete year continuous with the Rochester Community Schools	9 days

2. Credit will be earned only for those months in which an employee received pay for the majority of the scheduled working days of that month.
3. A vacation may be postponed from one year to the next and carried over until December 31 following the end of the fiscal year. Carried over vacation days shall be considered for approval on a first come first served basis. For employees who choose to carry over vacation days from the previous fiscal year, failure to schedule remaining days prior to November 1 shall result in the Employer right to schedule remaining vacation days in an effort to maintain operational efficiency and avoid employee forfeiture of vacation days.
4. If an employee is laid off or retires, he/she will receive any unused vacation credit, including any that might have been accrued in the current fiscal year.
5. Employees eligible for vacation benefits will be paid vacation days on the basis of their rate per hour and hours per day of their average regularly scheduled workday.
6. Vacations for employees may be scheduled throughout the year based upon approval and as determined by the Employer. The decision of the number of personnel allowed taking vacations will be vested solely with the Employer. Employees are eligible to take only those days they have accrued.
7. Vacations are to be arranged by mutual consent except for employees who carry over vacation days from the previous fiscal year and fail to schedule their remaining vacation days prior to November 1.
8. Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the School System. Insofar as it is possible within this limitation, vacations shall be scheduled at a time satisfactory to the employee. Preference shall be accorded to employees on a seniority basis.
9. Employees will be paid their current daily and/or hourly rate of pay while on vacation and will receive credit for any benefits provided for in this Agreement.
10. A vacation may not be waived by an employee and extra pay received for work during that period.
11. If an employee becomes ill prior to his/her vacation and the illness continues into his/her scheduled vacation period and he/she is under the care of a licensed physician, his/her vacation will be rescheduled as soon as possible. In the event his/her incapacity continued through the fiscal year, he/she will be awarded payment in lieu of his/her earned vacation.

12. Vacations will be granted in accordance with the request of the employee so far as possible on a seniority basis provided that the employees submit their request to their appropriate supervisor at least three (3) days prior to requested time off.
13. Ten-month employees who work in their department during the summer will get one vacation day if they work more than thirty (30) days between the 1st student day in the spring and the first student day in the fall.
14. Vacation days will be taken only in increments of a half (.5) or a full (1.0) day. Every vacation request must be submitted, in writing, on District forms.
15. Within three (3) working days of the receipt of a vacation request, the Supervisor shall provide the Employee with a final status of the request.

C. HOLIDAYS

The following are the recognized holidays with pay for seniority employees as set forth by conditions stated below:

TWELVE-MONTH SCHEDULE

January 1	1 day
Good Friday	1 day
December 28, 2012	1 day
Memorial Day	1 day
July 4	1 day
Labor Day	1 day
Thanksgiving Day	1 day
Friday following Thanksgiving	1 day
December 24	1 day
December 25	1 day
December 26	1 day
December 31	1 day

TEN-MONTH SCHEDULE

January 1	1 day
Mid-Winter Break/Monday	1 day
Mid-Winter Break/Friday	1 day
Good Friday	1 day
Memorial Day	1 day
Labor Day	1 day
Thanksgiving Day	1 day
Friday following Thanksgiving	1 day
December 24	1 day
December 25	1 day
December 26	1 day
December 31	1 day

1. Employees will receive pay calculated at their current rate based upon their hours per day of their regular scheduled workday at their regular straight time rate.
2. 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 shall fall on a Sunday, it shall be observed for the purpose of this Agreement on the following Monday.
3. If any of these holidays fall on a scheduled school day, the Board and the Union shall meet to reschedule said holiday.
4. Salary for a holiday shall be paid when the scheduled workday preceding and succeeding the holiday is worked. If the employee indicates that illness was the cause of such absence, the employee shall furnish a doctor's statement, certifying the illness, within three (3) days after such absence, if requested by the appropriate supervisor or designee of the Board.
5. The Employer will schedule Christmas and New Year's for consecutive days off whenever possible.

D. UNIFORMS

The Board agrees to provide each seniority, full-time, permanent technology support employees with four (4) uniforms. The uniform shall consist of a shirt and pants of a quality and color as may be selected by the Employer. It shall be the responsibility of the employee to clean and repair the uniform as required and replace any part of the uniforms (4 sets) as needed. Each employee will have available at least three (3) sets of uniforms in good, presentable and clean condition at all times.

1. Employees with less than one (1) year service with the Rochester School District will receive two (2) sets of uniforms. Seniority employees with more than one (1) year of service with the Rochester Community Schools will have a total of four (4) sets of uniforms provided by the Employer.
2. The Board agrees to provide a "Uniform Reimbursement Account" to all full-time permanent technology support employees. The account will have \$250.00 deposited each year. If there is a balance remaining at the end of the year, the balance will be carried over to the next fiscal year. The balance cannot exceed \$500.00.

The employee may purchase shirts, pants, coats, shoes, hats and gloves from the account. If the employee would like to purchase an extra clothing item, the employee should contact her/his Supervisor prior to the purchase, to request approval.

3. Employees will assume the responsibility of wearing a clean, neat uniform with emblem during all working hours unless special consideration is granted by the appropriate administrator. The Employer will provide emblems.
4. A rain coat, cap and boots will be provided to the grounds and maintenance employees for inclement weather. Insulated coveralls and insulated boots will be provided to grounds persons for cold weather.

The Employer will provide safety shoes for grounds employees. Such uniforms and equipment shall remain the property of the School District. If any equipment is not returned to the District, said prorated cost of replacement will be deducted from the employee's paycheck. Maintenance employees will be provided coveralls, winter jackets, and safety equipment for sewer work.

5. The Employer will endeavor to provide a change of uniform on a once a day basis for maintenance and grounds persons, whenever possible.

E. MILEAGE

1. The approved travel expense rate will be established each July 1st at the Internal Revenue Service Mileage Rate. Mileage will be paid for building checks.

2. The Board will reimburse any employee who is required to get a Commercial Driver's License (CDL) the actual cost of the CDL License.

3. At the discretion of the employer, employees who are required to work at multiple sites with the school district shall be required to use their personal vehicle to travel between school district buildings, and shall be reimbursed accordingly (see number 1. above) for this requirement. Said employees are required to maintain a valid drivers license.

F. The Employer will provide a voluntary salary contribution program for health and childcare expenses.

G. SICK LEAVE PAYOFF

An employee who is employed by the Rochester Community Schools for five (5) or more years and who either retires or dies or resigns with ten (10) years of service will be compensated for unused sick leave days. Seventy-five percent (75%) of the employee's current daily rate will be paid for fifty percent (50%) of the unused sick leave days. This payment will be paid on the last regular paycheck the employee receives.

H. Employees with five or more years of service who retires, resigns, or dies; receive \$120.00 per each year of service to the Rochester Community Schools as a bargaining unit member.

I. The Board of Education will provide a Special Pay Plan (IRS Section 401 (a)) for each employee who retires, resigns, or dies. There will be no cost to the employee for this benefit. Each employee who meets the following conditions must use the Special Pay Plan. The conditions are:

- The employee must be fifty-five (55) years of age or older on December 31 of the year in which he/she retires, resigns, or dies.
- The District must have employed the employee for more than five (5) years.
- The Special Pay Plan amount must exceed \$1,000.00.

If the employee meets the conditions listed above, the following severance benefits must be placed into the Special Pay Plan:

- Sick Leave Payments
- Terminal Leave Payments
- Vacation Payments
- Early Retirement Incentives

The Board of Education will pay annually an amount equal to \$50.00 for each permanent, full-time employee covered by this agreement into the 401 (a), Special Pay Plan. Determination of permanent full-time is defined by Article 18 C. This amount will be paid no later than May 30, of each fiscal year.

J. Time lost by unauthorized absence from duty will result in a proportionate salary reduction.

MAINTENANCE, GROUND & TECHNOLOGY EMPLOYEE'S SALARY SCALE

The Board of Education will provide salary compensation in 2012 – 2015, based upon the schedule immediately below:

**MAINTENANCE, GROUND AND TECHNOLOGY
EMPLOYEE'S SALARY SCHEDULE**

	2011-12	2012-13		2013-14	2014-15
		7/1/12 - 8/26/12	8/27/12 - 6/30/13		
GROUND					
Grounds	\$ 19.91	\$ 19.91	\$ 20.06	\$ 20.36	\$ 20.67
Head Grounds	\$ 20.17	\$ 20.17	\$ 20.32	\$ 20.63	\$ 20.94
MAINTENANCE					
Maintenance Apprentice	\$ 20.18	\$ 20.18	\$ 20.33	\$ 20.64	\$ 20.95
Journeyman	\$ 20.52	\$ 20.52	\$ 20.67	\$ 20.98	\$ 21.30
Head Maintenance	\$ 20.54	\$ 20.54	\$ 20.69	\$ 21.00	\$ 21.32
TECHNOLOGY SUPPORT					
Technology Assistant	\$ 10.82	\$ 10.82	\$ 10.90	\$ 11.06	\$ 11.23
Computer Technician	\$ 20.39	\$ 20.39	\$ 20.54	\$ 20.85	\$ 21.16
Help Deck Associate	\$ 14.95	\$ 14.95	\$ 15.06	\$ 15.29	\$ 15.52

ARTICLE 18
BENEFIT PROTECTION

- A. A group term life benefit policy with AD&D in the amount of \$40,000 will be provided for full-time permanent, seniority employees. The selection of the benefit carrier shall be made by the Board of Education.
- B. This group life benefit shall begin when the employee has:
- 1) Satisfactorily completed his/her probationary period, and
 - 2) properly completed the necessary forms.
- C. All permanent, full-time seniority employees employed on a ten (10) or twelve (12) month, full-time basis (6 hours a day or more, and who are hired after January 1, 2006) will be eligible for medical and hospitalization coverage through a Health Maintenance Organization (H.M.O.) through a Blue Cross and Blue Shield plan, Blue Care Network (Option 10). See attachment for "Benefits at a glance" that shows deductibles, copays etc.

Effective January 1, 2012 eligible employees will be covered by a PPO plan that mirrors coverage set forth in the current HMO plan. See attachment for "Benefits at a Glance" that shows deductibles and co-pay. Such a plan will have a \$250 Emergency Room Co-payment and a \$5/\$35/\$50 prescription drug co-payment.

Employees hired or who become eligible for benefits on or after September 1, 2012 will be eligible for Board paid single subscriber only coverage. The employee will be eligible to purchase two-person or family coverage at the full increased cost of their benefit election over single subscriber coverage.

Coverage: July 1, 2012 employees who work eight (8) hours per day will pay 20% of the illustrative premium cost for the above health insurance plans. Effective September 1, 2012 employees who work six (6) or more hours but less than eight (8) hours will pay 30% of the illustrative premium cost for the above insurance plans. Such payments will be taken equally on a bi-weekly basis from the employee's paycheck through a tax-free Section 125 plan.

This coverage will begin on the appropriate enrollment date for all permanent, full-time (six hours per day or more), regularly employed ten (10) month or twelve (12) month employees who have satisfactorily completed the probationary period, on the following basis:

1. The district will comply with dependent coverage set forth under Healthcare Reform.
2. For the appropriate coverage, the employee may be required to certify, in writing, that he/she is entitled to such benefit coverage. The employee shall notify the Employer of any change in their coverage status immediately upon any change.

Upon request, the employee may be required to submit proof of "supporting spouse or family or declared head of household." Refusal or failure to submit proof could lead to the suspension of the benefit coverage to such employee. There is no limitation of time for which this provision may be invoked.

3. To be eligible for hospitalization benefit, the employee must be working, or on approved Family Medical Leave.

4. There shall be no duplication of hospitalization benefit. The employee must notify the Department of Human Resources of any personal, duplicated benefit coverage – either through personal coverage or coverage from spouse's or family's benefit plan. If the employee is covered by any other duplicated hospitalization benefit, the Employer's obligations under this provision shall be waived.
5. Violation of certification indicated in D-5 above shall require the employee to reimburse the Board for all payments made in his/her behalf with interest thereon.
7. At the Board's option, prescription insurance with identical benefits may be provided through an alternate provider.
8. **HOSPITALIZATION OPTION**
If an employee eligible for full hospitalization does not take hospitalization, they will receive:
 - 1) An additional Death Benefit of \$50,000 AD&D.
 - 2) \$175.00 per month that may be taken in cash or used to purchase a tax deferred annuity. The employee will select a carrier from among the Board approved carriers. The payments will be made in January and June.

E. DENTAL BENEFIT

Seniority employees employed on a full-time, full work year basis (5) hours or more per day will be eligible for a dental plan selected by the Board for said employee and all eligible dependents.

- No deductible:
 Class A - 100%,
 Class B - 80%,
 Class C - 60%

F. LONG TERM DISABILITY BENEFIT

The Board will provide long term disability income benefit to cover all regular seniority employees under the age of 70 working at least twenty-five (25) hours per week after 364 calendar days of illness or disability. Such benefit shall not exceed payment of 2/3 of his/her regular salary, at time of illness or disability, subject to a maximum benefit of \$2,100.00 per month and reduced by any amounts paid or payable under Workers Compensation, Social Security, or any other earned income. Said compensation, as described above, is subject to the terms of the contract with the respective benefit carrier.

- G. The benefits stated above shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for such benefits.
- H. Upon termination or layoff of employment with the Employer, the employee's benefits as described above will cease to be paid by the Employer.
- I. The Employer, by timely payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the benefit coverage as described above. The failure of a benefit company to provide any of the benefits which it has contracted, for any reason shall not result in any liability to the Board/Employer or the Union, nor shall such failure be considered a breach by either of them of any obligation under this Article.
- J. Subject to the terms of the contract with the respective benefit carriers, it is the intent of the parties that benefits provided for in this Article shall commence on the first compensable working day of the seniority employee and that coverage shall remain in effect continuously for the duration of this Agreement as long

as the employee is actively employed by the Employer or otherwise eligible as indicated by this Master Agreement.

- K. Notwithstanding the provisions of this paragraph, the terms of any contract or policy issued by a company hereunder shall be controlling in all matters concerning benefits, eligibility and termination of coverage, and other related matters as long as the Employer complies by paying the timely premium.
- L. Differences between employee(s) or beneficiaries of employee(s) and any benefit company shall not be subject to the Grievance Procedures.

ARTICLE 19
WAIVER CLAUSE

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 Union, unless mutually agreed, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not referred to or covered in this Agreement.

ARTICLE 20
ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements or past practices between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed, in writing, by the parties hereto.

**ARTICLE 21
GRIEVANCE PROCEDURE**

- A. A grievance is defined as an alleged dispute or violation of a specific Article or Section of this Agreement. There shall be an earnest effort on the part of the grievant, the Union, and the Board/Employer to settle the grievance through the following steps. Any employee(s) who believe he/she has been unjustly dealt with may grieve up to and including Step 4 of the grievance procedure.
- B. The time limits specified herein for movement of grievances through the process shall 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 employee or the Union, in behalf of the seniority employee, fails to appeal a grievance or grievance answer within the stated time limits, the involved grievance shall be deemed abandoned and settled on the basis of the Board/Employer's last answer.

In the event the Board of Education representative does not reply within the time limit specified, the grievance may proceed to the next step unless the grievant or the Union, on behalf of the seniority employee, indicates otherwise.

- C. Each grievance must be initiated within fifteen (15) working days of the occurrence of the grievance or, if the seniority employee did not have knowledge of the grievance at the time of its happening, then within fifteen (15) working days after the aggrieved becomes aware of the cause of the grievance.
- D. Any written agreement reached between the Employer and the Union is binding on all employees affected and cannot be changed by any individual.
- E. 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 shall 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 shall then be applicable to the remaining grievances held at STEP THREE.
- F. In the event it becomes necessary for the Steward to be involved in handling a grievance, the appropriate Union Steward will be allowed reasonable time during working hours, without loss of pay, for the proper handling of grievances. The appropriate supervisor or principal may grant permission to the appropriate Steward, with the exception of drivers during their regular scheduled driving times, to leave their work for a reasonable period of time and no Steward shall leave his/her work without first obtaining permission.

Stewards shall perform their regularly assigned work at all times and must not leave their building unattended, except when granted permission to leave their work as provided herein, and the privilege granted to Stewards to leave their work is subject to the understanding that they will expeditiously devote such time to the proper handling of grievances and must report back promptly when their part in the grievance adjustment has been completed, and they will not abuse such privilege.

- G. If the Steward 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 buildings 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 above mentioned Steward to report to the building principal before their conference with any employee. If, in the opinion of the principal or the immediate

supervisor of the Union member, such Union activity is interfering with classroom activity or assigned duties, such Union activities will be postponed.

H. Except as set forth above, no Steward or any other employee shall be granted time off for the purpose of handling Union matters, affairs, or grievances unless the supervisor or principal has granted specific permission.

I. CLAIMS FOR BACK PAY

All grievances must be filed, in writing, within fifteen (15) days from the time the alleged violation was to have occurred or knowledge of occurrence. The Board shall not be required to pay back wages for more than fourteen (14) days prior to the date a written grievance is filed unless it involves a payroll error.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
2. No decision in any one case shall require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representation case.

STEP ONE

Within fifteen (15) working days of the time an alleged grievance occurs or as stated in Section C above, the grievant and/or Steward will present the grievance, in writing, to his/her immediate supervisor during non-working hours, whenever possible. The aggrieved employee shall have the right to request representation by a Steward.

The Steward and the aggrieved shall be allowed to confer regarding the grievance and if they so desire, a meeting on the alleged grievance shall take place between the parties with the objective of resolving the matter informally. The grievance form shall be signed by the parties involved in the grievance at STEP ONE with a copy given to the grievant. Within ten (10) working days after discussion of the alleged grievance, the immediate supervisor shall give his/her written answer to the grievant and the Union.

STEP TWO

- a) In the event that the grievant is dissatisfied with the result of the meeting in STEP ONE, then a signed, written "Statement of Grievance" shall be submitted to the appropriate supervisor within ten (10) working days after the STEP ONE answer by the grievant or the Union, on behalf of the grievant.

The "Statement of Grievance" shall name the employee or employees involved, state the facts giving rise to the grievance, identify all the provisions of this Agreement alleged to be violated by appropriate reference, state the contention of the employee with respect to these provisions, indicate the relief requested, and shall be signed by the employee involved or appropriate Union Representative.

- b) A meeting on the alleged grievance shall take place between the grievant, Steward, and the appropriate supervisor(s) if requested by the grievant, and the appropriate supervisor(s) and/or administrator(s) within five working days.

- c) The written answer of the appropriate supervisor and/or administrator shall be given to the grievant with a copy to the Union within ten (10) working days of the date of the meeting indicated in STEP TWO-b above.

STEP THREE

- a) If the grievance is not satisfactorily settled in STEP TWO, then the grievant and the Union shall have the right to appeal the decision of STEP TWO within seven ten (10) working days of receipt of said answer or time limits indicated in STEP TWO-c. Such appeal, "Statement of Grievance", shall be directed to the Superintendent of Schools/designee.
- b) A meeting on this grievance shall take place within ten (10) working days of the date of receipt of the grievance as prescribed in STEP THREE-a. The grievant, Chief Steward, and one (1) other Union representative to be named by the Union and the Superintendent and/or his/her designee(s) shall meet in an attempt to resolve the grievance.
- c) The Superintendent and/or designee(s) shall render a written decision within ten (10) working days to the grievant and the Union after the date of the STEP THREE-b meeting.

STEP FOUR ARBITRATION

- a) If the grievance is not resolved at STEP THREE, the Union has sixty (60) days from receipt of the STEP THREE answer to file a Notice of Intent to Arbitrate, by sending a letter to the Director of Human Resources or the appropriate Employer representative. If the Union fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration.
- b) Upon written request by either party, after the Notice of Intent to Arbitrate, the parties shall meet in order to attempt to resolve the grievance. Such meeting is not intended to be automatic for all grievances so as to defeat the purpose of Step Three. The meeting shall be composed of two (2) representatives of the Union and two (2) representatives for the Employer. The union members shall be the President or Chapter Chair and the Council 25 Representative, or their designee.
- c) If the parties agree to resolve the grievance, its disposition shall be reduced to writing and signed by both the Union representatives and Employer representatives.

SELECTION OF THE ARBITRATOR

- a) Within ninety (90) days of the receipt of the written demand for arbitration, the Union shall notify one of the arbitrator's from the permanent roster of arbitrators listed below.

David Grissom	John Obee
Barry Goldman	Ildiko Knott
Mark Glazer	

Selection shall be made on a rotation basis with the arbitrator listed first as the one who will be assigned the first case. The next arbitrator on the list will be assigned the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the parties will go back to the beginning of the list and start the selection process over with the first name on the list.

- b) The parties recognize that an arbitrator may not be available for an extended period of time, to hear a case (extended period of time shall mean three (3) months or longer). The parties may then move to the next arbitrator on the list.
- c) An arbitrator may be removed from the list by written notice of either party during the life of the Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
- d) If the parties agree, in a particular case, not to use the list of arbitrators they may agree in writing to use the American Arbitration Association selection procedure.

POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He/she shall have no power to establish salary scales or to change any salary.
3. If there is a question of the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on whom he/she has no power to rule, it shall be referred back to the parties.
4. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above and below. It shall be binding on the Union, its members, the employee or employees involved, and the Board and its agents.
5. The fees and expenses of the arbitration shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE 22
NO STRIKE CLAUSE

- A. The local Union officers and/or employees for the term of this Agreement shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336 and as amended or may be hereinafter amended by Public Act 379 or any other appropriate act. Strike shall also be defined to include slowdowns, stoppages, sit-in, picketing, 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 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 of any of the facilities of the Rochester Community Schools. The Employer shall institute no lockout of employees during the term of this Agreement.
- B. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:
1. Delivering immediately to the Employer, a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and,
 2. taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
 3. The Union will take prompt, affirmative action to prevent strikes and picketing or any other action as described in this Article by notifying the employees and the public that the Union and its officers and membership disavows their actions.
- C. Should differences arise between the Employer and the Union and/or employees 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 shall be no work stoppages, walkouts, or slowdowns, picketing, etc., or any other type of concerted action until the entire Grievance Procedure has been exhausted and said situation resolved.

ARTICLE 23
BOARD'S RIGHTS

The Union recognizes that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in it by the Laws and Constitution of the State of Michigan and the United States, including, but without limiting, the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal and to promote and transfer all such employees.
3. To determine the work schedules, the hours of the working day and the duties, responsibilities and assignments of all employees represented by the Union.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement which are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

**ARTICLE 24
CERTIFICATION PROGRAMS**

A. Initial stage of Certification Program:

1. The initial stage of the bus mechanic certification program shall allow those mechanic employees who possessed valid certificates to receive a wage adjustment for all hours worked, both straight and overtime and including any holiday pay.

B. General Principles of the Rochester Community Schools Bus Mechanics Certification Program:

1. The certification program is an attempt to encourage the school bus mechanics of the Rochester Community Schools to achieve certification in the ASE Certification Program.
2. The employee is responsible for his/her registration and registration fee, if any, to both the State and ASE certification program.
3. Should the current program offered by the State and ASE as outlined in the ASE Bulletin of Information Fall 1978 or the publication entitled, Questions Most Often Asked or the publication issued by the Michigan Secretary of State dated May 15, 1978, change; the administration shall meet with the Union to evaluate the continuance of the program as outlined herein.
4. An employee holding certificates in the same area from both the State of Michigan and ASE shall receive the higher wage adjustment but not both.
5. The wage adjustment shall be rescinded for any and all certificates that expire or are invalidated for any reason.
6. Failure of an employee to inform the administration that his/her certificate has expired or become invalid shall subject him/her to immediate disciplinary action.

C. GROUNDS AND MAINTENANCE CERTIFICATES

A Grounds and Maintenance employee who possesses any of the certifications below, who uses the certificates in the routine performance of her/his responsibilities, who has completed her/his probationary period, and who has properly filed the certificates with her/his supervisor is eligible for a wage adjustment. Certificates can be obtained in the areas outlined below. Each employee is eligible for up to five (5) certificates in the amount of \$1.06 each for a maximum of \$5.30.

1. Grounds Certificates
 - Licensed/Certified Playground Inspector
 - Licensed DEQ Well Operator
 - State of Michigan Pesticide Certification
2. Maintenance Certificates
 - Certified Pool Operator
 - Firestone Roofing Warranty Repair Certificate/License
 - Licensed/Certified Playground Inspector

Licensed DEQ Well Operator
Nova Environmental Mold Identification and Abatement Certification
State of Michigan Builders License
State of Michigan Electrical Journey Persons License
State of Michigan Master Plumbers License
State of Michigan Mechanical Contractors License in Cooling
State of Michigan Mechanical Contractors License in Heating
State of Michigan Pesticide Certification
State of Michigan Refrigerant Recovery License

D. WAGE ADJUSTMENT DATE

1. Adjustment will be made on July 1 and January 1 after receipt in the Human Resources Department. Any employee wishing to receive a wage adjustment based on certification must submit a properly authorized certificate.

E. CERTIFICATION/INCENTIVE PROGRAM

- 100 hours of in-service
- 2 certificates maximum
- Ten (.10) cents per certification
- Administration develops guidelines with Union assistance
- Written proof required
- All employees except mechanics

F. The Rochester Community Schools will participate in the AFSCME Journeyman Certification Program.

G. The Board and the Union will implement an Apprenticeship Program for Maintenance positions.

H. Computer Technicians Certification Program

CERTIFICATION

1. The employer will pay certification expenses approved in advance.
2. Technicians who possess certificates and have properly filed them with the Director of Technology are eligible for wage adjustments for each certification achieved as outlined below.
3. Technicians are eligible for up to five (5) certificates in the amount of \$1.06 each for a maximum of \$5.30.
4. The employee will sign a one (1) year employment commitment per certificate, for each certificate earned. If the employee leaves employment before the year is up, the employee will pay the prorated cost incurred by the Rochester Community Schools back to the Employer.
5. Technicians will be grandpersoned until June 30, 2012.
6. The Employer will pay the costs associated with any changes to certifications or requirements by the Employer.
7. If certificates have expiration dates, the Union and administration will meet to negotiate the impact.

8. If the District changes the approved operating system, each technician will enroll in a training program within 3 months and complete the training within 12 months, unless extended by the administration.

CERTIFICATION QUALIFICATIONS

- a) Compata A+ certification
- b) Compata Server + certification
- c) Hardware vendor of choice
- d) Any college/technical school courses pre-approved by the administration
- e) Any District approved OS training

ARTICLE 25
SAVE HARMLESS

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

ARTICLE 26
RETIREMENT

All seniority employees are members of the Michigan Public School Employees Retirement System. The Board will abide by the provisions of Act 91 P.A. 1985.

ARTICLE 27
BARGAINING UNIT VACANCIES

All vacancies within the bargaining unit will be posted within fourteen (14) calendar days of determining there is a vacancy. The vacancy will remain posted for a period of seven (7) calendar days. Postings will list the reason for filling the vacancy. Whenever possible, the Employer will fill the vacancy within five (5) calendar days of the posting deadline.

If the vacancy is not filled by ten (10) work days, the successful candidate will be compensated at the vacancy rate starting the eleventh (11th) work day provided the employer is ready to present the work.

If an individual is not ready and present to work because of vacation, sick day, personal day, etc. the days in the preceding paragraph will be extended by a like amount of days.

**ARTICLE 28
DURATION OF AGREEMENT**

This Agreement represents the entire Agreement between the Board and the Union and supersedes all prior Agreements between the parties and shall become of full force and effect from July 1, 2012 and continue in full force and effective until midnight, June 30, 2015 and from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by registered mail, before the end of the terms of this Agreement or before the end of any annual period thereafter of its desire to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 27th day of August, 2012.

ROCHESTER CUSTODIAL/MAINTENANCE/
GROUNDS/& TRANSPORTATION
EMPLOYEES, A.F.S.C.M.E.,
COUNCIL 25, LOCAL 202

ROCHESTER BOARD OF
EDUCATION

By _____
Jason Grant,
Chapter Chairperson

By _____
Jennifer Berwick,
President, Board of Education

By _____
Paul Burgess,
Chief Steward

By _____
Chuck Cotteau, Secretary
Secretary, Board of Education

By _____
Gary Shimer
Council 25, Staff Representative

By _____
Tresa Zumsteg,
Interim Superintendent of Schools

Members of Union Team:

Mike Cencich
Paul Burgess
Gary Shimer
Jeff Green
Jason Grant
Ken Collins

Members of Board Team:

Elizabeth Davis
Daniel Romzek
Tim Fortin