

Master Agreement  
Between  
The Board of Education  
Of  
The School District  
Of  
The City of River Rouge  
And  
AFSCME LOCAL 2555, COUNCIL 25

2020 - 2023

## **LOCAL 2555 CONTRACT**

**2020-2023**

This Agreement made and entered into this November 4, 2020, by and between the Board of Education of the School District of the City of River Rouge (hereinafter called the "Board") and Local Union 2555, affiliated with Council 25 of the American Federation of State, County, and Municipal Employees (hereinafter called the "Union") has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure of the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment covered by this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Board, the Union, and the employees and the community.

The parties recognize that the interest of the community and the job security of the employees depend upon the Board's establishing and maintaining proper service.

To these ends the Board and the Union encourage, to the fullest degree, friendly and cooperative relations between the representatives of the Board and the Union and the employees.

**ARTICLE 1**  
**Recognition**

**Section 1.** Employees Covered Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board 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 employment for the term of this Agreement of all employees of the School Board included in the bargaining union as described below:

All custodial, maintenance, engineers, teacher aides, paraprofessionals, hall monitors, secretaries, bookkeepers, console operator, positive behavior intervention specialist & district liaison and parent coordinator, but excluding head system engineer, building forepersons, supervisors as defined in the Act, and all part-time (defined as less than 35 hours per week,) temporary, salaried and substitutes who are not laid off employees, except as otherwise provided herein.

**ARTICLE 2**  
**Aid to Other Unions**

**Section 1.** During the term of this Agreement, the Board agrees that it will not enter into negotiations with any collective bargaining association other than the Union concerning rates of pay, wages, hours of employment and other conditions of employment for employees covered by this Agreement.

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### ARTICLE 3 Board Rights

**Section 1.** Except as modified by the specific terms of this Agreement, the Board shall retain all rights and powers to manage the River Rouge School District and direct employees. The Union recognizes these rights as conferred by the Laws and the Constitution of the State of Michigan and inherent in the Board's responsibility to manage the Public School system, including, but not expressly limited to the right:

- (a) To the executive management and administrative control of the school system, its properties and facilities, and the activities of its employees during employee working hours;
- (b) To hire all employees, determine their qualifications, and conditions for continued employment;
- (b) To promote, demote, dismiss or transfer all such employees;
- (c) To determine the schedules, hours, duties, responsibilities and assignment of employees;
- (d) To determine whether and to what extent any work shall be performed by employees;
- (e) To establish rules and regulations governing the performance of work by employees;
- (f) To establish new job classifications and the rate structure of such classifications.

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

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### ARTICLE 4 Discrimination

**Section 1.** The Board of Education agrees not to discriminate against any employee or applicant for employment in the terms or conditions of employment on the basis of age, sex, color, race, national origin, sexual orientation, religion, handicap or for the exercise of any rights guaranteed under the Public Employee Relations Act.

#### **Section 2. Employee Harassment**

A. The employer hereby declares and establishes as the official policy of the Board of Education, the principle that an employee shall not be subjected to offensive, verbal or physical conduct, actions or abuse, of a sexual, ethnic, racial, or religious nature during the course of, or incidental to employment with the Board of Education.

Furthermore, the employer determines that such actions and/or conduct is inimical to good, efficient, and effective operation of the school district.

B. Prohibitive Conduct. The actions or conduct specifically prohibited by virtue of this policy are physical and verbal actions that have as their purpose or effect the creation of a hostile, offensive, or intimidating working environment or has an ethnic, racial, religious or sexual basis or both. Examples of such conduct or actions which are prohibited by virtue of this policy include, but are not limited to physical contact of a sexual nature, sexual, racial, ethnic or religious related jokes, comments, insults, cartoons, innuendoes or other personal contact, conduct, or mannerisms that would be construed as offensive to an average employee in carrying out his employment duties or responsibilities in the work place.

C. Review. The employer hereby advises all employees that upon the filing of any complaint regarding unwarranted employment harassment, that it will take immediate steps to prevent such unwanted actions or conduct from reoccurring and will investigate and determine all such incidents in a fair, impartial and expeditious manner. Each complaint or incident will be thoroughly investigated on a case by case basis and a formal determination made thereon. With respect to those incidents where a violation of this policy is shown to have occurred, immediate actions will be taken to remedy the situation and prevent further actions or conduct from occurring.

D. The employer assures each and every complainant under this policy that no retaliatory conduct will be taken either by the Board of Education or any employee under the control of the Board of Education. Any conduct or action which is deemed to be retaliatory in nature will be dealt with as a violation of this policy and subject to the same procedures as outlined herein.

E. Penalty. All persons who violate this policy will be subject to disciplinary procedures up to

and including discharge dependent upon the severity and recurrent nature of the conduct involved.

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F. How to File a Charge. It is the employee's specific responsibility to assist in the elimination of the actions or conduct prohibited by this policy. Every supervisor is specifically charged with the responsibility of preventing such behavior from occurring within their respective work areas. Such conduct, when observed, should be dealt with immediately.

G. Any employee who feels that they have been subjected to the harassment specified in this policy should immediately report the offending incident, action, or conduct to their immediate supervisor at the earliest possible moment. In the event that the employee feels that the supervisor has not given the allegation sufficient or adequate consideration or if the supervisor fails to take appropriate steps to correct the problem within three (3) days of the alleged complaint, the employee should immediately contact the Secretary of the Board of Education for the purpose of filing a formal complaint relative to the offending conduct.

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### ARTICLE 5 Representation

**Section 1.** The employees in each building shall be represented by a steward who shall be a regular seniority employee working in such building.

**Section 2.** The Union shall furnish in writing the names of all stewards upon their election or appointment by the Union.

**Section 3.** During overtime periods where three (3) or more employees are assigned, but in which a steward is not working, the President of the Local, upon notification, shall designate one of the working employees as a temporary steward. The name of the temporary steward will be furnished in writing to the appropriate supervisor.

**Section 4.** One steward shall be allowed, when necessary, a reasonable amount of time to investigate any grievance occurring within his/her respective area of representation during his/her scheduled working hours without loss of pay. Should it become necessary for a steward to leave his/her place of work in order to investigate a grievance, the steward shall first notify his/her immediate supervisor of the name of the employee he/she is going to see, and shall allow his/her immediate supervisor to make arrangement to insure an uninterrupted work schedule when necessary before leaving the work to which he/she is assigned. Such arrangement shall be made within a reasonable period of time. The steward shall notify his/her immediate supervisor upon return to work. The above privilege is extended to stewards with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused.

**Section 5.** Neither the Union nor its officers, committee persons, stewards, or members shall conduct any Union activity during the working hours other than the handling of grievances in the manner and to the extent herein provided.

**Section 6.** The Union shall furnish the Board with the names and addresses of the members of the Grievance Committee upon their election or appointment by the Union together with such changes as they occur.

**Section 7.** Should the members of the Grievance Committee be required to attend a grievance meeting during their scheduled working hours, they shall do so without loss of pay-



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### ARTICLE 6 Grievance Procedure

**Section 1.** A claim by an employee, groups of employees, or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement shall be deemed a grievance under this contract and will be subject to the grievance procedure hereinafter provided.

**Section 2.** The time limits specified hereinafter 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 Union fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the School Board's last answer. In the event that the School Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the School Board's grace period for answering.

**Section 3.** All specified time limits herein shall consist only of school or work days.

**Section 4.** All grievances shall be presented in accordance with the following procedure.

**STEP ONE:** Any employee who believes he or she has a grievance shall, within three (3) working days of the action or event upon which the grievance is based, discuss the matter with his/her immediate supervisor. The employee may choose to have a Union representative present at such discussion.

**STEP TWO:** If the grievance is not resolved at Step 1, it may be presented in writing to the Building Principal within ten (10) working days of the action or event upon which the grievance is based. The Building Principal shall render his/her decision on the grievance within five (5) working days after it is submitted to him/her in writing.

**STEP THREE:** If the grievance is not resolved at Step 2, it may be presented to the Superintendent of Schools, in writing, within twenty (20) working days of the action or event upon which the grievance is based. The Superintendent shall render his/her decision within ten (10) working days after it is submitted to him/her in writing.

**STEP FOUR:** If the grievance is not resolved at Step 3, it may be presented, in writing, to the Board within thirty-five (35) working days of the date of the action or event upon which the grievance is based. The Board, or a committee of the Board, shall meet with the Union and the aggrieved employee for the

purpose of resolving the grievance. The Board or its committee shall render a written decision on the grievance within fourteen (14) working days after the conclusion of the meeting mentioned above.

**STEP FIVE:** If the grievance is not resolved at Step 4, the Union may submit the same to arbitration by serving written notice of a request to the Board within fifteen (15) school days from the date of the Board's written communication of its decision under Step 4.

Following the written notice of request for submission to arbitration, the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) school days after the date of request for submission to arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association. The arbitrator's fees and expenses shall be shared equally by the Board of Education and the Union.

The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The decision of the arbitrator shall be final and binding upon both parties.

**ARTICLE 7**

**Seniority**

**Section 1.**

- A. Seniority shall accumulate in the following classifications: Teacher Aides, Secretaries, Positive Behavior Intervention Specialist & District Liaison.
- B. District-wide seniority for all classifications shall be defined as the length of continuous service to the school district commencing on the last date of hire.
- C. Classification seniority for Teacher Aides; Paraprofessionals; Secretaries; Positive Behavior Intervention Specialist & District Liaison shall be calculated on the basis of one (1) month's seniority for each month worked and will be equated as 10 months equal one year.
- E. Substitutes, part-time and temporary employees shall not earn seniority credit.

**Section 2.** Probationary Employees - New employees shall be considered as probationary employees until they have worked a probationary period of 180 working days. Said probation may be extended by written mutual agreement between the district and union for an additional period not to exceed an additional 180 calendar days. Benefit eligibility shall not be adversely affected by said extension. The 180 days probationary period will be completed within one (1) year. There shall be no seniority among probationary employees.

**Section 3.** Seniority Lists - The Board shall maintain an up-to-date seniority list, showing the names and job titles of all employees entitled to seniority. There shall be seven (3) seniority lists: one for Secretaries, one for Teacher Aides and one for Positive Behavior Intervention Specialist & District Liaison.

- A. Annually, the Board will prepare and distribute a seniority list no later than October 1. Five (5) days later, the seniority list will become official, binding, and not subject to the grievance procedure.

**Section 4.** Loss of Seniority - Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

- (a) If the employee quits or retires.
- (b) If he or she is discharged and the discharge is not reversed through the grievance process of this Agreement.
- (c) If he or she is absent for two (2) consecutive working days without notifying the employer and fails to give reasonable explanations for the absence and lack of notice.
- (d) If he or she fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.
- (e) If he or she overstays a leave granted for any reason, as hereinafter provided.

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- (f) If he/she is laid off for a period of one (1) year or, if the layoff period exceeds the accumulated district wide seniority at the time of layoff and the person has not worked during the layoff period.
- (g) An employee is promoted to a higher paying classification, and whose appointment is reversed by virtue of the grievance process, shall lose all seniority accumulated in the higher classification.

**Section 5.** Union Officers - Preferential seniority against layoff shall be granted only to the President and Chief Steward provided the employee so retained is qualified to perform the work of the job which is available. Bumping will be in accordance with Article IX, Section D. Officers may not bump into a higher paying classification.

**Section 6.** Substitutes

- A. A substitute is defined as an employee used for work when a union employee is absent at any time including, but not limited to, vacation, sick day, personal day, jury duty, funeral.
- B. When laid off members of local 2555 are called into work as substitutes, they will be paid at their regular rate (including shift differential).

**Section 7.** If two (2) or more employees are hired on the same date, seniority will be determined by the order in which the names are listed in the Board motion.

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### ARTICLE 8 Layoff and Recall

**Section I.** When a reduction in force becomes necessary, the Board shall determine the number of employees to be laid off according to the following procedure:

- A. The Union President shall be notified, in writing, as far in advance as possible of any layoff.
- B. Probationary employees (defined as new employees with no system seniority) first, provided there are remaining seniority members able to perform the job.
- C. Next, reduction of the lowest (in rank order) seniority employees in a particular job classification.
- D. Should the Board determine to layoff an employee from a job classification, it shall lay off the employee in the job classification with the least amount of job classification seniority. The laid off employee shall have the right to bump into a job classification with an equivalent or lower rate of pay to which their district-wide seniority will take them and be paid the rate and benefits corresponding to that job classification, provided the laid off employee has the necessary skills and/or certification to perform the duties.
- E. The Board retains the right to assign job duties to affected employees.
- F. The Board shall have the right to transfer the lowest seniority employees to the building and/or shifts affected to fill any vacancies brought about by the reduction in force.
- G. Layoff notice shall be furnished to the employees with a copy to the Union President two (2) weeks prior to being laid off.
- H. When a laid off member of Local 2555 is called in to serve as a substitute and when that person works at least twenty (20) days in one month, the individual will be reimbursed by the School Board for any fringe benefits which the individual paid during the month.

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### Section 2.

- A. When the work force is increased after layoff, employees will be recalled within their classification according to reverse seniority of layoff. Notice of recall shall be sent to the employee's last known address by registered or certified mail with a copy to the Union President. If an employee fails to report for work within five (5) working days from the date of the mailing of notice of recall, the employee shall be considered to have resigned. Extensions may be granted by the Board in proper cases.
- B. If a union officer fails to be re-elected in a union election, and has less seniority than a laid off employee, then upon notification to the employer of the results of said election, the employer will give the former union officer two (2) weeks notification of layoff. The recalled employee's pay and benefits shall begin on the day the person begins work.

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**ARTICLE 9**

**Employee Movement**

**Section 1.**

Whenever there is a job vacancy or a newly created position, and the Board determines to fill such vacancy, it shall be posted for a period of three (3) working days. A copy of the posting will be given to the union.

**Section 2.**

- A. In filling vacancies and new positions, the Board will continue to seek the best qualified candidates. Vacancies and new positions will be filled on the basis of qualifications.
- B. In determining qualifications, the Board shall consider the following:
  - 1. The ability to perform all duties and responsibilities set forth in the job description.
  - 2. The physical condition of the employee
  - 3. Previous experiences in related activities.
  - 4. Any requirements mandated by state or federal law (i.e. No Child Left Behind).
- C. If the Board determines that the best applicants have reasonably equal qualifications, the applicant having the most district-wide seniority will be awarded the job. The Board may transfer the lowest seniority employee in each classification during the screening process for filling vacancies or as emergencies arise.
- D. The employee awarded the job bid on the posted position shall be given a trial period not to exceed ninety (90) days for all job titles. If the employee fails to perform satisfactorily in the new job during the trial period or chooses to return to the former job, he/she may be returned to his/her former position by the employer. During the trial period, the employee will receive the rate of pay for the job he/she is performing.

**Section 3.** Any employee promoted into a higher paying classification shall have their seniority in the new classification commence as of the date of such transfer into the higher paying classification. The employee shall retain and accumulate all seniority in the classification from which they were transferred.

- A. If an employee is demoted, the person shall carry their district-wide seniority into the lower classification.
- B. Any employee transferred to a position outside of this bargaining unit shall cease to accumulate bargaining unit seniority effective his/her last date of work in a bargaining unit position. All bargaining unit (district-wide) seniority accumulated by the employee prior to his/her transfer to a position outside of the unit shall be retained by said employee and frozen as of the employee's last day in the unit. Employees returning to a bargaining unit position shall be entitled to enter the unit in a position and classification commensurate with their respective accumulated seniority as frozen upon their original transfer from the unit.

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### Section 4. Working Out of Classification

- A. Employees will work within their classification. However, in the Board's exclusive discretion, employees may be assigned to another classification, for any length of time, when necessary subject to the language below. Once assigned to a higher classification, the employee shall keep the assignment until either the reason for the out of classification assignment ends or the position is filled on a permanent basis. When the employee is reassigned back to his/her original position they will not be offered another opportunity to work in a higher classification assignment until all of the other employees in their classification have been offered and/or worked in a higher classification assignment. "The designated Union Official will be responsible for maintaining the hours worked within the classification assignments and will notify the Superintendent of which employee shall be offered the higher classification assignment."
- B. If the assignment is to a classification paying a lower rate, the employee will continue to receive their regular rate of pay.



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### ARTICLE 10

#### Wages, Hours or Work and Overtime

##### Section 1. Wages

- A. The hourly rate of pay for each job classification shall be the amount set forth in Schedule "A" which is attached hereto and is a part of this Agreement.

##### Section 2. Hours of Work

- A. For purposes of computing overtime premium pay, the normal work day shall be eight (8) hours of service within a twenty-four (24) hour period. The normal work week shall consist of five (5) work days, Monday through Friday. Nothing in this Agreement shall guarantee to any employee any number of working hours per day or week or any number of days of work per week.
- B. Employees shall be compensated on the basis of a normal work week.
- C. The employee's normal work week shall commence on Monday at the regular starting time of the shift to which he/she is assigned, unless the employee is assigned to the midnight shift starting Sunday night in which case his/her work week begins at the starting time of their shift on Sunday night.
- D. Any bargaining unit member who reports for work and becomes ill or leaves for emergency reasons will be charged with a pro-ration of a sick day equal to the time taken off (time for time).
- E. Any bargaining unit employee reporting off from work for sickness, other than Michigan Worker's Compensation injuries or illness, must call one and a half (1-1/2) hours prior to his/her starting time to their particular building foreperson or his/her authorized designee giving the length of absence and date of return to work. Once you have given the notification for a multiple day absence the employee need not call each of those days so identified unless there is a change of plan. Failure to do so will result in loss of pay for day or days absent. If he/she is unable to call, they must do so as soon as practicable. Employees absent three or more consecutive days must provide the superintendent with a doctor's statement verifying his/her ability to return to work.

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Starting times for the above scheduled shifts will be posted by October 15 of each year for the benefit of management and the bargaining unit members in determining regular and overtime work.

- A. Regular scheduled shifts will not be changed unless unusual or emergency circumstances arise. In such cases, the Union representative and employee involved will be notified at least eight (8) hours prior to change.
- B. In shift assignments, where ability is not a factor, seniority will prevail.
- C. All shift members will be entitled to two (2) fifteen (15) minute breaks per eight (8) hour work day. One of the breaks will be in the first half of the shift and the other in the second half of the shift as designated by the supervisor. A member who works less than eight (8) hours but more than six (6) hours will only be entitled to one (1) break. Only members required to work an eight (8) hour shift shall be provided with a thirty (30) minute unpaid lunch period. An unpaid thirty (30) minute lunch period for employees who work more than six hours but less than eight hours will be granted only with the approval of the superintendent.
- D. Holidays will be accredited as day or days worked when computing overtime.
- E. Parent Coordinator will work a flex schedule as determined by the Superintendent.

### Section 4. Overtime Premium Pay

- A. Time and one-half shall be paid for all hours worked in excess forty (40) hours in any one (1) work week.
- B. All overtime shall be paid at time and one half.
- C. No employee shall be permitted to work overtime or receive any pay for overtime unless such overtime is, prior to the beginning thereof, approved by the employee's supervisor or an appropriate administrator.
- D. Overtime pay shall not be pyramided.
- E. All regular employees must be given an opportunity before substitute is used on double on a shift, be sure that all regular employees have been asked first.

**Section 5.** Overtime will be distributed as equitable as practicable among the employees within the same classification working within the building. Employees who lose overtime due to illness, absence or who are excused from overtime for good cause shall be charged with overtime hours lost or excused for purposes of equalization. Any overtime inequalities will be rectified in the future scheduling of overtime work. The overtime list for each building will be posted once a month.

**Section 6.** Any employee called to work or permitted to come to work in accordance with instructions by the Board shall, if no work is available, receive a minimum of two (2) hours pay at straight time. This provision shall not apply in case of labor disputes, acts of God, or other conditions beyond the control of the Board.

**Section 7.** When a bargaining unit employee is called in on a specific job on a weekend,

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emergency, or a holiday, they shall be credited with no less than two (2) hours time at the contracted scale.

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**Section 9.** The Board will make available for all employees, as it desires to attend a course of school for training related to their employment at the expense of the Board, and each employee who attends such training shall be paid normal straight time rate of pay for a regular work day for the period of attendance in such training.

**Section 10.** No supervisory personnel, teachers, students, or outside groups will perform work of a bargaining unit member, except in emergency circumstances or agreement with the union.

ARTICLE 11  
Holidays

**Section 1.** Whenever used in this Agreement, the term "holiday" shall mean one of the following days:

- |                               |                               |
|-------------------------------|-------------------------------|
| New Year's Day                | Independence Day              |
| New Year's Eve Day            | Labor Day                     |
| Martin Luther King's Birthday | Thanksgiving Day              |
| Good Friday                   | Friday following Thanksgiving |
| Easter Monday                 | Christmas Eve Day             |
| Memorial Day                  | Christmas Day                 |

**Section 2.** An employee who is not required to work on a holiday shall receive eight (8) hours pay at the applicable hourly straight time rate of the job to which he or she is regularly assigned provided:

- a. The employee has seniority as of the date of the holiday; and
- b. The employee works as scheduled or assigned both on their last scheduled workday prior to and their first scheduled workday following the holiday unless such employee is on verified (doctors note required) sick leave or otherwise excused from work; and
- c. The employee otherwise would have been scheduled to work on such day if it had not been observed as a holiday;
- d. The employee performs work in the pay period the holiday is observed.

**Section 3.** When an employee is scheduled to work on a holiday, he/she shall be compensated at the rate of time and one half straight time rule for all hours worked in addition to their holiday pay provided they meet the eligibility requirements for such pay set out of Section 2 of this Article.

**Section 4.** When the Fourth of July, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day falls on a Saturday, it shall be observed, for the purposes of this Agreement, on the Friday proceeding such holiday. In the event that such holiday shall fall on a Sunday, it shall be observed, for the purposes of this Agreement, on the Monday following the holiday.

- a. If school is in session, these days will be taken off at another time compatible with the work schedule and mutually agreed upon by the Union and the Board of Education.

**Section 5.** Spring break will coincide with the County calendar which is posted on Wayne RESA's home page at RESA.net in five year increments.

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**Section 6.** If school is in session for any reason on Martin Luther King's birthday, the holiday will be taken at another time mutually agreed to.

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**ARTICLE 12**

**Vacations**

**Section 1.** Any regular full time 260 day employee to whom this Agreement is applicable and who has been in the continuous service of the Board for one (1) year or more, and who shall have worked during the period establishing his or her vacation eligibility the requisite and qualifying number of hours hereinafter required and set forth, shall be granted a vacation in accordance with the following schedule, with pay at the employee's regular straight time hourly rate.

1 -5 years	5 days	8 years	13 days
6 years	11 days	9 years	14 days
7 years	12 days	10-17 years	15 days
18 years or more	20 days		

**Section 2.** As a further condition of participating in the foregoing plan employees, otherwise eligible for vacation there under, and whose continuous employment with the Board is one (1) year or more, must have worked for the Board during the year preceding his/her anniversary date of employment a total of at least 1800 clock hours.

**Section 3.** Each employee who qualifies for a vacation in accordance with the provisions of this Article shall notify the Superintendent or designee in writing prior to May 1 of each year of his or her first and second choice for vacation periods. Vacations will, so far as possible, and after qualifications as set forth above, be scheduled so as to be mutually satisfactory to the employee and the Board, provided however, that the final allocation of vacation periods shall rest exclusively with the Board in order to insure continuity in the operation of Board facilities.

**Section 4.** Vacations shall not be cumulative from one year to the next.

**Section 5.** Any employee who is laid off or retires shall be paid in a reasonable time not to exceed 60 calendar days thereafter for any unused vacation days including those days accrued in the then current calendar year.

**Section 6.** In the event of an employee's death, the value of their unused vacation days shall be paid to the employee's spouse. If the employee is unmarried at the time of death, the days shall be paid to the trustee of the employee's estate.

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### ARTICLE 13

#### Leaves of Absence

**Section 1.** The Board may grant a leave of absence to any employee for a period not exceeding one (1) year without loss of seniority for any purpose which the Board deems to constitute good cause. Such leave may be extended for an additional period of one (1) year at the discretion of the Board.

- a. Upon return from a leave of absence, an employee will be permitted to return to the classification in which he/she was working at the time of the leave unless such position no longer exists; in such case an employee will be permitted to return to a position for which he/she has seniority and qualifications.

**Section 2.** Health Pregnancy Leave. An employee shall be granted a leave of absence for physical disability for a period of time while the disability continues, but may not exceed one year. The employee shall return to work upon termination of the disability as certified by the employee's physician. The employer may request a physician's statement relative to the employee's physical condition at such times as it deems appropriate. Such leave will be taken in compliance with the Family Medical Leave Act ("FMLA") and run concurrently.

**Section 3.** Veterans - Reserves Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the Armed Forces Reserves, as provided by federal, state and local laws, rules, and resolutions.

**Section 4.** Any employee being duly elected or appointed to a full time permanent office with the Local, Council, or International Union shall be granted a leave of absence without pay for a period of one year. Such a leave of absence may be extended for any additional period of one (1) year subject to the approval of the Board.



ARTICLE 14

Sick Leave

**Section 1.** Each full time employee of the Board shall earn sick leave at the rate of one day per month worked and may accumulate such sick leave days to a total of two hundred (200) days. When an employee's sick leave allowance is computed at the beginning of any year, the excess over the maximum allowable shall be permanently discarded and shall not be restored to the employee's accumulation of unused days.

- a. Upon retirement, employees will be paid for one-half of the accumulated days (up to a maximum of 150) in their leave bank; or upon death, one-half of the accumulated days (up to a maximum of 150) in their sick leave bank will be paid to the employee's beneficiary or estate, provided the employee had ten (10) or more years of service in the district.
- b. Employees who use less than five sick days in a given school year will earn a bonus of two personal leave days in the next school year.

**Section 2.** Any employee who is absent because of an injury compensable under the Michigan Worker's Compensation Law will be paid the benefits pursuant to the Michigan Worker's Compensation Law.

**Section 3.** The Board shall have the right to medically investigate any employee's absence which is reported for medical reasons. Furthermore, the Board may request and require the employee to prove, to the satisfaction of a Board physician, the employee's ability or inability to return to work.

**Section 4.** The board shall have the right, upon reasonable suspicion, to require, at board expense, drug or alcohol testing.

**Section 5.** Chronic absenteeism: Chronic absenteeism is defined as any time off not covered by a physician's statement and when the employee has no sick leave available.

1. Failure to report off from work will also be considered as absenteeism and will be subject to the same regulations. Worker's compensation absences will not be counted toward absenteeism.

Any employee who is guilty of chronic absenteeism will be subject to the following penalties:

1. The first offense: Written warning from the supervisor responsible for reporting/keeping employee's time.
2. The second offense: Three (3) days off with a loss of pay, subject to the approval of the Superintendent of Schools.
3. The third offense: Termination - with right to appeal to the Board.

An employee will not be considered a chronic absentee if he/she has a clear record for two (2) years.

## LOCAL 2555 CONTRACT

2020-2023

### ARTICLE 15 Funeral Leave

**Section 1.** No more than five (5) leave days a year shall be permitted at full pay (provided the employee is scheduled to work) for each death in the immediate family. Immediate family shall include spouse, children, mother, father, grandparents, father-in law, mother-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law and grandchildren.

### ARTICLE 16 Personal Days

**Section 1.** A leave of absence, not to exceed two (2) days per year not chargeable to the employee's accumulated sick leave, may be granted upon the approval of the Superintendent or his designee, for the transaction of personal emergency business. Application for a leave of absence for personal emergency business shall be made at least forty-eight hours prior to the time such leave is to commence. Personal emergency business shall be defined as business of highly important nature incapable of being conducted outside working hours, a serious emergency, catastrophe, or an unusually important occurrence necessitating an absence from work. Marriage or graduation of a member of the employee's immediate family, required appearance in court, child born to wife, funerals, and the sudden and serious illness of a household dependent are examples of "important occurrences."

- a. During any year, (fiscal July 1 to June 30) for the duration of this Agreement, any bargaining unit member not having to use the two business days, the two days or unused portion will be credited to sick bank days.

### ARTICLE 17 Jury Duty

**Section 1.** Any employee who is called to and reports for jury duty shall be paid by the Board for each day partially or wholly spent in performing jury. If the employee otherwise would have been scheduled to work and does not work, an amount equal to the difference between the employee's regular straight-time hourly rate exclusive of overtime or any other premium for the number of hours up to eight (8) that he otherwise would have worked and the daily jury duty fee paid by the Court.

The Board's obligation to pay an employee for the performance of jury duty under this section is limited to a maximum of thirty (30) days in a calendar year. In order to receive payment under this section, an employee must give the Board prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment.

**ARTICLE 18**  
**Insurance Benefits**

**Section 1.** The Board shall provide all employees covered by this Agreement with the following insurance protection:

- a. The Board of Education agrees to provide \$40,000 of group life insurance.
- b. Coverage's:
  1. Each Spring, Management will inform the Bargaining unit of the choice between Hard Cap and 80/20 for the succeeding school year. Employee contributions to health care will be deducted twice a month to all employees who elect health insurance coverage.
  2. Employee members of Local 2555 who do not elect health insurance coverage shall receive: \$6,000.00 single; \$8,000.00 two-person; \$10,000.00 full family, annually spread over equal pays based on the members work schedule.
  3. Section 125 Cafeteria Plan.
    - aa. The district shall adopt a qualified plan under section 125 of the Internal Revenue Code (A "Cafeteria Plan") which provides to bargaining unit members:
      1. Cash Option Plan (Cash in lieu of health insurance)
      2. A medical reimbursement account for non-coverage health expenses and dependent care.
    - bb. Local 2555 members who are eligible to receive, but do not elect, the health insurance coverage provided by the district shall receive \$6,000.00 single; \$8,000.00 two-person; \$10,000.00 full family each year, and the dental, vision and life insurance. The above-noted cash amount shall be paid equal installments during the employees work year. An employee selecting this option must show proof of alternative coverage each enrollment period.
    - cc. Local 2555 members electing the reimbursement account shall do so through a salary reduction agreement.
    - dd. An eligible Local 2555 member who chooses the cash option in lieu of health insurance may elect to receive the health insurance at any time during the year if there is a change in circumstance, for example: the member's spouse loses health insurance coverage; the member gets separated or divorced and loses health insurance coverage. Where there is a change which necessitates the member selecting health insurance, the member shall receive a prorated portion, only, of the cash.
  4. The district shall offer to members of Local 2555 and the Michigan Public School Employees Retirement System (MPERS) the opportunity to: (a) redeposit contributions previously withdrawn from the system; and/or (b) purchase

## LOCAL 2555 CONTRACT

2020-2023

permissive service credit via irrevocable payroll deductions.

5. The Board of Education agrees to provide \$5,000 group life insurance for employees who retire after October 1, 1980 if the employee is hired by 7/1/13. The Board will continue to provide \$2,000 of life insurance for employees who have retired between July 1, 1977 and September 30, 1980 and \$1,000 of life insurance for employees who retired between January 1, 1971 and June 30, 1977.

The Board of Education agrees to provide a dental insurance program designed to pay at least 60% of Class I benefits, 60% of Class U benefits, and 75% of Class HI benefits. The equivalent of the current benefits afforded members of Local 2555. The selection of the carrier will be the sole discretion of the Board.

The Board of Education agrees to provide optical care equivalent to the current benefits afforded members of Local 2555. The selection of the carrier will be the sole discretion of the Board.

**ARTICLE 19**  
**Health and Safety**

**Section 1.** The Board shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The employees, in the performance of their duties, shall at all times comply with any safety, sanitary, or fire regulation issued by the Board.

**Section 2.** All employees required by law to submit to tuberculosis testing shall do so at the employee's expense.

**Section 3.** The Board reserves the right to require any employee to submit to a physical examination at any time to determine the fitness of such employee to perform their duties in a satisfactory manner. An employee shall receive their examination at no cost by a physician designated by the Board.

**ARTICLE 20**  
**Special Conferences**

**Section 1.** Special conferences for important matters will be arranged between the Local President and the Board or its designated representative upon mutual agreement of the Superintendent and the Local President. Such meetings shall be between at least two representatives of the Board and at least two representatives of the Union.

**Section 2.** Arrangements for special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting and the names of those individuals who will be present at such meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those items set forth in the agenda.

**Section 3.** Bargaining unit members shall not lose time or pay for time spent in such special conferences if held during their scheduled working hours and provided such members have notified their immediate supervisors in advance of their attendance at such meeting. This meeting may be attended by a representative of the Council or a representative of the International Union.

**Section 4.** This Agreement may be amended upon the written consent of both parties.

**ARTICLE 21**  
**Miscellaneous**

**Section 1.** The Board of Education shall have the right to employ persons on seasonal, temporary, or part-time basis and to assign them to such work as it deems necessary.

**Section 2.** If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

**Section 3.** Each employee shall have the right upon request and reasonable notice to review the contents of his/her personnel file, excluding matters of a confidential nature, with the Board's designee.

**Section 4.** Bulletin boards will be provided in each building for the Union's use in posting notices pertinent to the business administration of the union. The Union shall have access to the inter-school mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the school administration.

**Section 5.** The Union will be permitted the use of school facilities for regular special business meetings on Union business, as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of premises and without incurring additional cost to the School District.

**Section 6.** Sufficient copies of the ratified contract will be provided to all Union members and the Board representatives. Copies will be printed with the cost shared equally by the Union and the Board of Education.

**Section 7.** Windows and/or other surfaces painted or decorated by students for a holiday season may be cleaned by students. When student(s) are apprehended for acts of vandalism, the administration may require the offenders to clean up the damaged areas(s).

**Section 8.**

- a. In all instances, where a building foreperson will be off five or more days, the employer shall have the right to appoint from the unit, an acting building foreperson, who shall receive upgrade pay at the appropriate rate.
- b. In instances where the employer determines that a project in progress needs appropriate supervision, and that the efficient operation of the unit requires the same, the employer may upgrade a unit member at appropriate salary for such periods as deemed necessary.

## LOCAL 2555 CONTRACT

2020-2023

### **JOB TITLE: TEACHER AIDE**

#### JOB DESCRIPTION:

This job shall include all duties listed hereinafter. The duties listed are intended as examples and not as a complete listing, and the Teacher Aide shall perform all work customarily performed by employees in this classification though not specifically set forth therein.

The function of the teacher aide is to assist the teacher or supervisor in carrying out an educational program. Duties may include but not be limited to classroom management and monitoring; instructional assistance; clerical and administrative preparation of materials; non-instructional activities; technical; self-instructional and other assignment made by the principal or supervisor.

### **JOB TITLE: SECRETARY**

#### JOB DESCRIPTION:

The job shall include all duties listed hereinafter; however the duties listed are intended as examples and not as a complete listing. The secretary shall perform work generally associated with a well-run busy office and be able to function within the office structure and perform all operations associated with the position.

- Able to type 55 wpm (current employees have three years (3) from contract ratification to achieve the typing requirement). All new hires will be required to type 55 wpm
- Maintain confidentiality
- Exhibit proficient telephone and communication skills
- Possess proficient computer skills and knowledge of computer programs including Word & Excel

#### DUTIES:

Maintain filing

Act as receptionist, answer phones, sort/distribute mail

Type correspondence, schedules, bulletins, reports & notices

Operate office machines efficiently

Maintain student enrollment records

Prepare reports, inventory reports

Maintain & distribute supplies

Type purchase orders

Relieve administrator of clerical work and minor business details

Other duties as assigned by supervisor

## LOCAL 2555 CONTRACT

2020-2023

### **JOB TITLE: POSITIVE BEHAVIOR INTERVENTION SPECIALIST & DISTRICT LIAISON**

#### JOB DESCRIPTION:

The Positive Behavior Intervention Specialist & District Liaison will provide resources and support for the implementation of appropriate behavior school wide.

#### DUTIES:

- Assist high school in maintaining kids who are designated for in-school suspension during school time.
- Conduct all fire, tornado and lockdown drills and maintain record of all drills.
- Conduct hall sweeps and maintain a record of write-ups.
- Act as liaison with local police department.
- Respond to all alarm calls throughout the district.
- Initial discipline write-ups at the high school and all correspondence.
- Represent RRSD at all court hearings.
- Attend all expulsion hearings for the district.
- Oversee upkeep of reflection room including upkeep of facility cleanliness, materials and supplies.
- Investigate school of choice applicants.
- All other duties as assigned by supervisor/Superintendent/designee.



**LOCAL 2555 CONTRACT**

**2020-2023**

**ARTICLE 22  
Waiver**

This Agreement shall constitute the full and complete commitments between both parties, and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment or Memorandum of Understanding to this Agreement.

**ARTICLE 23  
Termination**

This Agreement shall remain in full force and effect until June 30, 2023 and shall be automatically renewed for successive periods of one (1) year thereafter. The parties stipulate to a contract re-opener on July 1, 2022 on wages and fringe benefits only through June 30, 2023. Both parties shall notify the other party in writing at least ninety (90) days prior to the current expiration date, or as the case may be, ninety (90) days prior to the end of any automatic renewal year, of its intention to terminate, change, or amend this agreement. Such written notice shall specify any changes or amendments desired by the party giving such notice and shall be sent by certified mail to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the November 4, 2020, with the hourly rate in Economic Package to be effective on the November 20, 2020 pay.

**LOCAL 2555 CONTRACT**

**2020-2023**

**BOARD OF EDUCATION  
SCHOOL DISTRICT OF THE CITY OF RIVER ROUGE**

  
\_\_\_\_\_

**Board President**

  
\_\_\_\_\_

**Board Secretary**

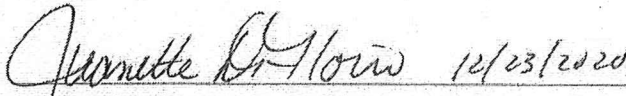
  
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**Superintendent**

**LOCAL UNION 2555, AFFILIATED WITH COUNCIL 25 OF THE INTERNATIONAL  
UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

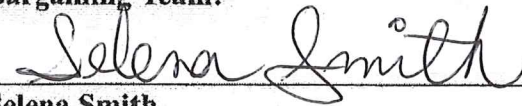
  
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**President, Local 2555**

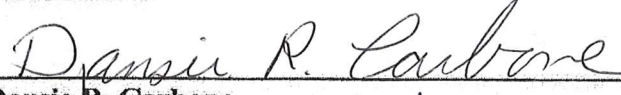
 12/23/2020  
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**Jeanette DiFlorio, Full Service Service Staff  
AFSCME Council 25**

**Bargaining Team:**

  
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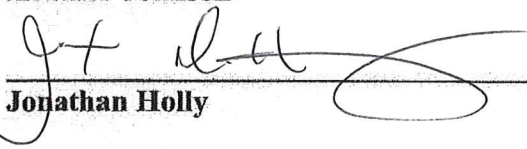
**Selena Smith**

  
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**Dansie R. Carbone**

  
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**Heather Johnson**

  
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**Jonathan Holly**

**LOCAL 2555 CONTRACT**

**2020-2023**

**SCHEDULE A**

**ECONOMIC PACKAGE**

**1. Longevity Schedule:**

7 Years	\$100.00
10 Years	\$150.00
15 Years	\$200.00
20 Years	\$350.00
25 Years	\$500.00
26 Years and greater	\$550.00

**2. Wages per Hour:**

River Rouge School District  
Economic Package

If hiring experienced staff from the outside years of experience can be taken into consideration in starting pay.

LOCAL 2555 CONTRACT

2020-2023

LOCAL 2555 HOURLY RATE SCALE

Fiscal 2020-21 and Fiscal 2021-22

Bargaining members who were employed during 2019-20 at the School District of the City of River Rouge on steps 0 through 4 shall receive two steps in 2020-21 and one step in Fiscal 2021-22.

Bargaining members who were employed during 2019-20 at the School District of the City of River Rouge on step 5 shall receive \$1,000 toward retirement for 2020-21 and \$500 for 2021-22. The amount shall be disbursed on the second pay of November each school year.

Bargaining members who were employed during 2019-20 at the School District of the City of River Rouge are entitled to two longevity pays during the 2020-21 school year.

An attendance stipend for bargaining members who take zero to two days during the school year shall receive \$300 paid each semester, total of \$600 per school year. This stipend shall be disbursed on the first pay of February and the last pay in June in the school year.

Step	Secretaries	Teacher Aides	Positive Behavior/District Liaison
0	18.49	13.02	16.05
1	19.29	13.99	16.77
2	20.14	15.00	17.51
3	21.02	15.98	18.28
4	21.96	17.00	19.07
5	22.91	18.43	19.91

Fiscal 2022-23 – Wage opener

**LOCAL 2555 CONTRACT**

**2020-2023**

Appendix A

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

AUTHORIZATION FOR PAYROLL DEDUCTION

BY:

Last Name

First Name

Middle Name

TO: SCHOOL DISTRICT OF THE CITY OF RIVER ROUGE

EFFECTIVE:

I hereby request and authorize you to

deduct from my earnings each month an amount sufficient to provide for the regular

payment of the current rate of monthly union dues established by AFSCME LOCAL

2555, COUNCIL 25. The amount shall be certified by LOCAL 2555, COUNCIL 25, and

any change in such amount shall be so certified. The amount deducted shall be paid to the

treasurer of LOCAL 2555, COUNCIL 25, AFSCME. This authorization shall remain in

effect unless terminated by me.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY

STATE

ZIP