

AGREEMENT
BETWEEN THE
ROMEO BOARD OF EDUCATION
and the
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 2614.15
CHILDCARE
2025-2028

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THIS AGREEMENT ENTERED INTO THIS 25th day of August, 2025, between the BOARD OF EDUCATION OF THE ROMEO COMMUNITY SCHOOL DISTRICT, MACOMB AND OAKLAND COUNTIES, MICHIGAN, hereinafter referred as to the "Employer" and LOCAL UNION #2614-15, affiliated with AFSCME #925, American Federation of State, County and Municipal Employees, AFL-CIO, all of whom are hereinafter referred to as the "Union."

A sound educational program as affects the best interests of the children of the community is the primary objective. The Employer and Union mutually agree to provide the best possible education for the children of the school district. To this end, the Employer and the Union dedicate their efforts.

The purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relationships for the mutual interests of the Employer and Employees.

The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

SECTION 1: MANAGEMENT'S RIGHTS

- A. It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to taking the action under such rights or with respect to the consequence of such action during the term of this Agreement, except those which are clearly and expressly relinquished herein by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 2. The right to establish, modify, or change any work or business or school hours or days.
 3. The right to direct the working forces, including the right to hire, promote, transfer, discipline for just cause and/or reassign Employees, assign work or duties to Employees, determine the size of the work force and to lay off Employees.
 4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work.
 5. Adopt rules and regulations.
 6. Determine the qualification of Employees.

7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- B. In addition to those rights and prerogatives reserved under Section A above, the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and the United States to manage and direct the Romeo Community Schools. 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 hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

SECTION 2: RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of 1947, as amended by Act 379 of 1965 also known as the Public Employment Relations Act (PERA) , the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for the term of this Agreement of all Employees of the Employer included in the following bargaining unit: Child Care Caregiver, Preschool Aide, School Age Child Care Caregiver, Lead Caregiver, School Age Child Care Site Supervisors, Program Director Pre-School Teacher (2 Year Degree), Program Director Pre-School Teacher (4 year degree), Program Director Site Manager (2 year degree), G.S.R.P. Teacher, GSRP Associate Teacher, GSRP Floater, Child Care Caregiver Floater, SACC Floater. All temporary employees, substitutes and supervisory personnel are excluded. Floater positions are up to 25 hours per week (no holidays)

SECTION 3: REPRESENTATION

- A. The number of representation districts in the union shall be the present number, unless the number is increased or decreased by agreement between the Employer and the Union.
- B. It is recognized that the principle of proportional representation which reflects the increase or decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.
- C. The employees may be represented by a President, Vice-President, Steward or Alternative Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be made known to the Board in writing.
- D. The President or Vice-President, or Steward, shall investigate grievances during non-work time. Meetings with administration representatives, if occurring during what would normally be work time for the Steward(s), may be paid.

SECTION 4: EFFECT OF AGREEMENT

- A. If any provisions of this Agreement or any application of the Agreement to an 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. If such occurs, the parties agree to meet within 30 days.
- B. The Union and their officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, stoppages or work, or any other acts which would interfere with the orderly operation of the district, that it will not otherwise approve or permit continuance of any of these acts, and that it will take affirmative action to prevent or stop such acts.

SECTION 5: GUARANTEE OF RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that Employees shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations. The Employer further agrees that it will not directly or indirectly discourage, deprive, or coerce any Employee in the enjoyment of any rights conferred by the Act or other laws of the State of Michigan or the Constitution of Michigan or the United States, and that it will not discriminate against any Employee by reasons of the institution of any grievance, complaint, or proceedings under the Agreement, or participation in collective negotiations.
- B. The Employer and the Union agree that there shall be no discrimination against any Employee. There will be no tolerance for discrimination or harassment on any basis prohibited by law.
- C. The Board and the Union agrees that there shall be no discrimination against any Employee by reason of their membership or non-membership in the Union.
- D. Meetings of the Union may be held in the school buildings before or after school hours provided such meetings are held while custodians are normally on duty. Written request for use of the school buildings shall be made to the appropriate building Principal/Director at least one week, in advance of the proposed meeting.
- E. The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials.
- F. An Employee engaged during the day in Union business on behalf of the Union with any representative of the Employer or participating in any negotiations, grievance, including arbitration, shall be paid at their regular wage for documented hours spent on union business with proper notice given to the Director/Supervisor. Overtime is not allowed unless previously approved by the Director/Supervisor.

SECTION 6: SUPPLEMENTAL AGREEMENTS

All supplemental agreements, if any, shall be subject to the approval of the Employer and the Union.

SECTION 7: LABOR RELATIONS COMMITTEE

The Union will establish a two (2) member Labor Relations Committee consisting of members from the Bargaining Committee, which will meet as agreed with the designated representative(s) of the Board to discuss and study matters of mutual interest and advantage concerning the Romeo Community Schools. The Council Representative of the Union and the Internal Representative may also attend these meeting, if requested by the Union. Meetings will be scheduled by mutual agreement. The party requesting the meeting will submit a prepared agenda, which may be added to by the other party. Only items on the agenda prior to the meeting will be discussed.

The purpose of the meetings will be to:

- a. Encourage mutual understanding.
- b. Exchange information.
- c. Consider matters pertaining to the general welfare of the school district and its Employees in the Bargaining Unit.

Meetings will not be scheduled more than one (1) per month. Meetings called by a representative of the Board of Education will be held during regular working hours of the day shift. Meetings requested by the Union will be held after regular working hours of the day shift.

SECTION 8: GRIEVANCE PROCEDURE

A grievance shall mean a complaint by an Employee or group of Employees based on an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.

Investigation of Grievance: The Local Union President or the grievance designee may request time through the Superintendent or the Superintendent's Designee to investigate and/or process a grievance. This released time, if approved, will be without loss of time or pay in performing the investigation.

Time Limits: Time limits as shown herein may be extended by mutual consent by both parties. Any requests made for extension of time must be in writing. Working days shall be defined as Monday through Friday, excluding holidays and/or breaks or follow the Summer Schedule as provided by the district annually.

Procedure: Any grievance or dispute, which may arise between the parties to this Agreement concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Grievances shall be deemed invalid and barred if not presented at Step 1.

Step 1: Within ten (10) working days of the occurrence of the cause for complaint, the Employee shall discuss the matter informally with the Employee's immediate supervisor. A steward may accompany the Employee. All Employees shall be offered Union representation prior to any disciplinary action by the Employer.

Step 2: If the grievance is not resolved informally, it shall within seven (7) working days be reduced to writing and moved to the Employee's immediate supervisor. The immediate supervisor shall render the decision in writing within seven (7) working days and give a copy of the decision to the Superintendent or the Superintendent's Designee and to the steward and the grievant. The grievant(s) must state the Article, Section, and/or Policy violated.

Step 3: If the grievance is not resolved at Step 2, the President or Designee shall file written appeal with the Superintendent or Designee within seven (7) working days after the steward's receipt of the immediate supervisor's answer. Within no more than seven (7) working days, the Superintendent or Designee shall review the grievance and schedule a mutually agreed upon time to meet. Within seven (7) working days, the Superintendent or Designee shall render a decision in writing and give a copy of this decision to the President or Designee and the grievant.

Step 4: If the grievance remains unsettled, it may be presented within five (5) working days in writing to the Board of Education through the Superintendent. Prior to the Board's next regular or appropriate special meeting, The Superintendent or Designee will meet with the Union representatives in a final attempt to settle the grievance. A written decision shall be rendered within fifteen (15) working days following said meeting, and notice of said decision shall be given to the affected Employee, Employer and the Union President.

SECTION 9: BINDING ARBITRATION

If the grievance is not settled at Step 4, the Union may, within fifteen (15) working days after the receipt of the Superintendent or designee's decision, move the grievance to arbitration, notifying the Board of Education through the Office of the Superintendent or Designee and AFSCME #925 of their intent to arbitrate. The Superintendent or Designee School Board's designee and a representative from AFSCME #925 shall then attempt to mutually select an Arbitrator.

If, within sixty (60) calendar days from the Union's notice to intent to arbitrate, an Arbitrator has not been mutually selected, the grievance may then be appealed by AFSCME #925 to the American Arbitration Association, within sixty (60) calendar days, to be processed in accordance with its Voluntary Labor Arbitration Rules.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the testimony and proceedings.

The Arbitrator shall have no authority except to pass upon alleged violation of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.

The Arbitrator shall construe this Agreement in a manner that does not interfere with the exercise of the Board's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.

The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall not render any decision that would require or permit an action in violation of the Michigan School Laws including Licensing Rules for Child Care Centers, State of Michigan, Department of Human Services, Bureau of Children and Adult Licensing. The termination of probationary Employees shall not be subject to arbitration.

The Arbitrator's fees and expenses shall be shared equally by the District 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.

SECTION 10: PROBATION

New Employees hired in the unit shall be considered as probationary Employees for the first ninety (90) work days. There shall be no seniority among probationary employees. Upon satisfactory completion of the probationary period, the Employee's seniority will be computed from the first day of employment in that bargaining unit position.

Probationary Employees are required to complete 15 workdays of their probationary period in the building and assignment in which they were hired and are not eligible for transfer until successful completion of the 15 workdays.

The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment as set forth in this Agreement. The Employer shall have the right to discharge and discipline probationary Employees and the action is not subject to appeal or grievance unless the discharge or disciplinary action is for Union activity.

SECTION 11: SENIORITY

Seniority shall be by group classification and in accordance with the Employee's first day of hire on a permanent assigned position. In the event of a tie in seniority, the tie shall be broken by reference to the table of random numbers (below) and the social security numbers of the involved Employee. The Employee whose number (the last two digits of the social security number) appears first on the table (beginning at the upper left side and moving down the column) shall be deemed to have higher seniority than the other involved Employee(s). In the event that the last two (2) numbers of the social security numbers of the involved Employees are the same, then the first two (2) numbers of the last four (4) shall be used to determine the seniority. All new Employees after the signing of this Agreement will be so governed.

TABLE OF RANDOM NUMBERS

28	24	65	35
92	07	55	43
53	80	54	29
73	33	90	86
62	39	84	77
56	96	01	47
10	81	15	94
74	76	61	87
31	46	09	34
83	70	58	44
32	45	78	60
82	69	51	41
49	13	88	75
98	91	50	52
25	11	21	93
23	00	67	05
22	16	48	99
18	95	63	14
89	64	02	85
71	17	57	19
68	42	27	26
79	20	66	38
08	30	12	37
97	04	36	03
72	06	59	40

1. An Employee may not move from one group classification to another group classification except by the posting process as outlined under this Agreement. Should an Employee move as herein stated, said Employee's seniority in the new group classification shall commence with the first day worked in said new classification.

2. **The group classifications are:**
 - a. Childcare Caregiver
 - b. Childcare Caregiver Floater
 - c. Preschool Aide
 - d. SACC Caregiver
 - e. SACC Floater
 - f. Lead Caregiver
 - g. School Age Child Care Site Supervisors
 - h. Program Director-Pre-School Teacher (2-year degree)
 - i. Program Director Pre-School Teacher (4-year degree)
 - j. G.S.R.P. Teacher
 - k. G.S.R.P. Associate Teacher
 - l. G.S.R.P. Floater
 - m. Program Director Site Manager (2-year degree)

SECTION 12: SENIORITY LISTS

- A. Seniority shall not be affected by discrimination and there will be no tolerance for discrimination or harassment on any basis prohibited by law.
- B. The seniority lists on the date of this Agreement will show the names and job titles of all Employees entitled to seniority hired into a permanent assigned union position, if more than one classification has been held, the Employer will list in the notes section the previously held positions seniority.
- C. The Employer will keep the seniority list up-to-date at all times and will provide the local union president with a seniority list every September and February.

SECTION 13: LOSS OF SENIORITY

An Employee shall lose his/her seniority for the following reasons:

- A. The Employee quits or retirees
- B. The Employee is discharged, and the discharge is not reversed through the grievance procedure.
- C. If Employee is absent for three (3) consecutive work days without notifying the Supervisor by telephone call, text, or by email, such absence results in automatic discharge and the Employer will send written notification to the Employee at his/her last known address that his/her employment has been terminated, and the Employee has lost seniority.
- D. If the Employee does not return to work when recalled from layoff, as set forth in the recall procedure.

SECTION 14: DISCIPLINARY PROCEDURE

- A. The Employer agrees that all disciplinary action or discharge shall be for just cause and shall subscribe to the philosophy that the purpose of disciplinary action is to correct the Employee's conduct and that disciplinary action shall be progressive in nature. The Employer agrees promptly upon the discharge or suspension of any employee to notify in writing said employee's steward and/or union president.
- B. In imposing any discipline, the Employer will not take into account any non-related disciplinary action that occurred outside of the current school year.
- C. An employee must be disciplined or notified of possible discipline within ten (10) working days of discovery of any incident. The ten (10) working day limit shall not apply when an employee is not working while on sick leave, holidays, etc. An employee may be disciplined only once for the same incident.
- D. The Union shall have the right to process suspension and discharge cases commencing at Step Two of the Grievance Procedure.

SECTION 15: LAYOFFS OR REDUCTIONS IN THE WORK FORCE

- A. Layoffs shall mean a reduction of the work force.
- B. Should it become necessary for a layoff, the following procedure shall be effective.
 - 1. Temporary and probationary Employees in the affected classification shall be immediately laid off starting with the latest employee hired.
 - 2. The required number of seniority Employees shall be laid off from the affected classification beginning with the least senior Employee.
 - 3. Any least senior Employee so laid off shall be able to exercise seniority rights to bump the Employee with the least seniority in his/her classification first, and then exercise his/her seniority to bump any Employee with the least seniority in any classification within his/her group classification or to any classification within the bargaining unit or s/he may accept the layoff. When Employees bump into a classification outside their present group classification, they will only be able to bump an Employee who holds less seniority so long as they meet the required qualifications as set forth by state and federal laws and the Licensing Rules for Child Care Centers, State of Michigan, Human Services, Bureau of children and Adult Licensing.
 - 4. The least senior Employees, who remain unplaced after the reduction in the required classification(s) and bumping is completed, shall be laid off.
- C. Should a position be eliminated, said Employees affected shall be allowed to bump using their seniority to any position within their classification that their seniority and qualifications shall allow.
- D. Employees so bumped shall be able to use their seniority rights to bump.

The left-over Employee shall then be considered laid off.

If no position is available in an Employee's classification, the Employee shall be able to bump the least senior employee in any classification provided the employee meets the required qualifications in that classification.

Employees so bumped shall be able to bump.

The left-over Employee shall be considered laid off.

- E. The above layoff procedure does not apply to the normal reduction of the work force during the time school is not in session.
- F. Employees to be laid off from their regular duties for an indefinite period of time will have at least fourteen (14) calendar days' notice of layoff. The Local Union secretary shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employees.

- G. Laid off employees will have the opportunity to be placed on the substitute childcare list. If employee elects to be placed on the substitute list, he/she will be called to substitute at the recognized childcare substitute rate of pay.

SECTION 16: RECALL PROCEDURE

- A. Should the working force be increased after a layoff; Employees shall be recalled in the inverse order of the layoffs after the posting and bidding process.
- B. The most senior Employee shall be recalled, after the posting and bidding process, to the next available opening in the classification from which the Employee was laid off.
- C. Recall will be by written notice sent by registered or certified mail to the Employee's last known address on file in the Administration Building and shall require that the Employee report for work within ten (10) days after the date of delivery or proof of non-delivery.
- D. Recall rights shall extend for two (2) years.

SECTION 17: PROFESSIONAL DEVELOPMENT

The Union and Management recognize that the Licensing Rules for Child Care Centers, State of Michigan, Michigan Lifelong Education, Advancement and Potential (MILEAP) and Great Start Readiness Program (G.S.R.P.) grant requirements and any other grant related programs must be followed.

Each employee is responsible for completing required professional development to meet Child Care Licensing Rules and Regulations and Quality to Great Start. Employees will be paid their hourly rate to attend district-provided/sponsored/approved professional development training, including CPR/First Aid training. An employee not participating in district-provided/sponsored/approved professional development or CPR/First Aid training will be required to obtain said training and professional development hours on their own time and at their own expenses within the licensed year in order to comply with licensing requirements. The district shall not discipline an employee if the employee has not been provided the required professional development as required by licensing laws from the Director/Supervisor or is in compliance with all licensing laws as it relates to professional development.

SECTION 18: TRANSFERRING OUTSIDE OF BARGAINING UNIT

When an Employee accepts a position with the Employer outside of this bargaining unit, they shall have ten (10) calendar days to accept or decline the new position. Within the ten (10) days they will be allowed to transfer back into their previous position within the bargaining unit with no loss of seniority or benefits.

SECTION 19: TRANSFERS AND PROMOTIONS

- A. Transfer and promotion of employees shall be made by the Employer based upon the most senior qualified applicant. Qualifications shall be set by the Employer and posted. When qualifications are equal seniority shall prevail.
- B. A transferred employee will be given a five (5) working day trial in the new assignment. The assignment will become permanent if the trial period is mutually satisfactory to the employer and the employee during the trial period. The administration may temporarily fill the vacated position with other bargaining unit members. If Management needs to temporarily fill the open position with a probationary employee, the probationary employee may fill the position on a temporary basis if the employee has worked at least 15 days.
- C. Employees moved up to a new classification will be determined by the employer and employee at the step of the new salary schedule that will ensure an increment increase.
- D. Employees moved down in classification shall be placed at their same step of the new classification.
- E. If the employee is unsatisfactory in the new position, written notice and reasons shall be submitted to the employee by the Employer.
- F. At the end of an unsatisfactory trial period, or at any time during the trial period, the employee or employer has the right to return or be placed back into his/her vacated position.
- G. Unit vacancies shall be posted within five (5) working days for a period of seven (7) calendar days. After the posting expires, management will make every effort to fill said vacancy within ten (10) working days. If this is not possible, the Union will be informed of reason(s).
- H. Copies of all postings and personnel change forms shall be sent to the Union President.

SECTION 20: VACANCIES

- A. A vacancy is defined as a newly created position or a position that has been vacated due to leave of absence, resignation, retirement, or termination.
- B. The Employer will post and publicize vacancies within the union in the work sites of the school district. No vacancy shall be filled, except in case of emergency, on a temporary basis until such vacancy shall have been posted for seven (7) calendar days. The Union President shall receive postings during the summer months. Postings will have building, hours, and title of classification listed.
- C. Employees interested in a vacancy shall apply on the district website within seven (7) calendar days. The district will make every effort to fill vacancies by internal candidates within ten (10) workdays of the day of posting.
- D. The Employer declares its support of a policy of promotion from within the school district.
- E. In filling a vacancy, the Employer agrees to give due weight to the qualifications of all Union applicants. When qualifications are equal between employees applying for the same

vacancy, seniority shall prevail. The salary schedule shall be as it appears in Appendix A and employees shall automatically advance one (1) step each year of the active collective bargaining agreement, which shall be attached hereto and considered a part hereof. Step advancement shall take place and be included on the first pay date of the new school year. New employees with previous experience may be given credit for up to step four (4) for previous experience if that experience is deemed to be of value to the district. This must have the approval of the Superintendent or designee.

- F. Employees transferring to a temporary position for twenty (20) working days or less shall return to their previous permanent position and will not lose any seniority.
- G. Summer vacancies will be posted by mid-May for the employee's bidding on summer positions, those positions awarded shall be by seniority of the employee wishing to work through the summer.

SECTION 21: LEAVES OF ABSENCE

Family Medical Leave Act

Eligible employees who request leaves under the Family Medical Leave Act (FMLA) will be granted such leaves in conformance with applicable law and existing Board policy.

The district will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). All request for such leave will be made to the Superintendent or designee. When the need is foreseeable such notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee will give as much notice as practicable. Proper certification of the reason for the leave must be provided.

Childbearing

Childbearing is treated in a similar manner as any disability and will commence upon the request of the Employee with a doctor's note stating the date when the disability period shall commence.

The employee shall be permitted to return to work at the conclusion of the postnatal period with written authorization of the physician that the employee is physically able and capable of performing all duties and functions of the job.

Unpaid Time Off

An employee is expected not to take time off unless good reason exists.

Extended Leave of Absence

Requested in writing and approved by the Superintendent of Schools or designee in writing prior to any time being taken. Each such request shall be approved, or not approved, on its own merits and shall not be precedent for any other approval. The past attendance of the employee, length of employment, and effect on program may be factors. Leaves granted under this paragraph will be with seniority adjustment.

A leave of absence without pay when granted by the Employer shall not exceed ninety (90) calendar days at any one time. Renewal in writing may be granted at the sole discretion of the Employer for additional periods of up to ninety (90) days.

SECTION 22: SICK LEAVE AND PERSONAL LEAVE – G.S.R.P. TEACHERS ONLY

SICK LEAVE (ABSENCE CODE - ES)

Sick leave shall be granted ten (10) days per school year. This sick leave, to the full amount of ten (10) days accumulation, shall at commencement of the school year be put at the disposal of the employee. Accumulation of unused sick leave days shall be limited to a maximum of 72 hours annually. Employee not fulfilling his/her contract, either by resignation or dismissal, will have their sick leave prorated for the year based on the number of full months completed.

EARNED SICK TIME (ESTA)

The earned sick time frontloaded under this proposal is **not in addition to** the child care employees' existing allocation of 10 paid sick days. Rather, the earned sick time is part of and counted toward the 10-day annual sick leave entitlement provided by the district.

The employer shall permit an employee to use the earned sick time accrued for any of the following:

- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease.

An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

Family member is defined as spouse, child, parent, grandparent, grandchild.

PERSONAL LEAVE DAYS (ABSENCE CODE – PB)

In addition to sick leave days, two (2) days per year shall be granted for personal leave. Unused personal leave days may be carried over from year to year up to a maximum of five (5) leave days, any days beyond five (5) days shall be placed in the employee's personal sick bank. Personal leave days shall be approved by the Supervisor and shall require at least one (1) weeks'

notice. Personal leave days shall be granted to conduct such business as would be difficult to conduct on other than school days.

Absence for personal leave days on the day prior to or immediately after a holiday should not be requested except in an emergency situation.

SECTION 23: SICK LEAVE and PERSONAL LEAVE EXCLUDING G.S.R.P. TEACHERS

SICK LEAVE (ABSENCE CODE – E\$)

Sick leave shall be granted ten (10) days per school year (prorated based on hours worked). This sick leave, to the estimated full amount of ten (10) days accumulation, shall at commencement of the school year be put at the disposal of the employee. Accumulation of unused sick leave days shall be limited to a maximum of 72 hours annually. Employees not fulfilling his/her contract, either by resignation or dismissal, will have their sick leave prorated for the year based on the number of full months completed. The district shall reconcile sick leave days at the end of the school year and make the necessary adjustments

Sick pay shall be determined by taking the regular scheduled hours per week and dividing by the regular scheduled days per week to get hours to be paid for sick hours.

EARNED SICK TIME (ESTA)

The earned sick time frontloaded under this proposal is **not in addition to** the child care employees' existing allocation of 10 paid sick days. Rather, the earned sick time is part of and counted toward the 10-day annual sick leave entitlement provided by the district.

- At the start of each school year, the district will calculate an estimate of the total number of hours each employee is expected to work based on their regular assignment and work calendar.
- Using this estimate, the district will frontload sick leave time at the rate of one (1) hour of leave for every 30 hours worked. Example: If an employee is expected to work 1,200 hours in the year, the district would frontload 40 hours of leave ($1,200 / 30 = 40$).
- This frontloading will provide employees immediate access to accrued leave at the beginning of the year, improving flexibility and meeting anticipated needs without waiting for incremental accrual.
- At the end of the school year, the district will review each employee's actual hours worked.
- If an employee worked fewer hours than estimated, resulting in an over-allocation of leave, the district may adjust the balance accordingly to ensure the final leave aligns with the one (1) hour per 30 hours worked requirement.
- If an employee worked more hours than estimated, the district will credit additional leave to match the total hours worked.

The employer shall permit an employee to use the earned sick time accrued for any of the following:

- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic

violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease.

An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

Family member is defined as spouse, child, parent, grandparent, grandchild.

Employees may use ESTA/Personal Leave days during the summer program.

PERSONAL LEAVE DAYS (ABSENCE CODE – LD)

Less than 12-month Employees shall receive two (2) paid personal leave days per fiscal year. Full-year employees (12-month employees) shall receive four (4) personal leave days per fiscal year. Unused personal leave days may be carried over from year to year up to a maximum of five (5) leave days, any days beyond five (5) days shall be placed in the employee's personal sick bank. Personal leave days shall be approved by the Supervisor and shall require at least one (1) weeks' notice. Personal leave days shall be granted to conduct such business as would be difficult to conduct on other than school days.

Less than 12-month employees who work the summer program are eligible to earn up to two (2) additional leave days. To receive two (2) additional leave days for working the summer schedule, less than 12-month employees must work all of their scheduled work days. Less than 12-month employees who are absent a full or partial shift not exceeding two (2) times will earn half of the additional leave time or one (1) day. Less than 12-month employees who are absent a full or partial shift more than two (2) times will not earn additional leave days for the summer schedule work. Summer leave days earned by less than 12-month employees will be posted to the employee's leave bank on October 1st following the summer program.

Absence for personal leave days on the day prior to or immediately after a holiday or break should not be requested except in an emergency situation.

Weather Days – when schools are closed because of inclement weather or other emergency causes, the employee may use accumulated ESTA and personal days for this purpose per school year.

Absence Management System – All 10-month AFSCME employees shall enter absences in the districts absence management system.

If the employee is absent for three (3) consecutive working days without notifying the Supervisor by telephone call, text, or by email, such absences will result in automatic discharge and the

Employer will send written notification to the employee at his/her last known address that his/her employment has been terminated, and the employee has lost seniority.

SECTION 24: BEREAVEMENT LEAVE

When death occurs in an employee's immediate family, the employee upon request will be excused with pay for up to five (5) scheduled working days. Immediate family is defined as spouse, child, father, mother, father-in-law, mother-in-law, grandchild, sister, brother, grandfather, grandmother, spouse's grandparent, brother-in-law, sister-in-law, step mother, step father, step sister, step brother, step child/children. Up to one (1) day with pay per incident shall be provided in case of the death of a close associate or person living in the same household or other relative for purposes of attending the funeral. Under extenuating circumstances, additional time may be granted using accumulated leave days, or, if no leave days are available to employee, unpaid leave days will be granted.

SECTION 25: JURY DUTY/SUBPOENA LEAVE

Jury Duty

Absence for jury service by an Employee is recognized by the Employer as approved leave and will not be chargeable to accumulated sick leave. The employee who serves on jury duty shall receive his/her pay from the Employer, the employee shall submit to the payroll department the endorsed juror fee check.

Subpoena Leave

Absence for a court subpoena pertaining to a work-related issue is recognized by the Employer as an approved leave and will not be chargeable to accumulated sick leave or personal leave days. The Employer agrees to pay the difference between the witness fee and the Employee's regular daily rate.

SECTION 26: HOLIDAYS

(excluding G.S.R.P. Teacher)

Holidays paid for by the Employer at the regular rate of pay shall apply to all employees scheduled to work five (5) days per week when school is in session. Paid holiday schedule shall include:

Independence Day (only for employees working the summer program)

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve

New Year's Day

Good Friday

Martin Luther King Day

Memorial Day

Labor Day (when staff begins work before Labor Day)

If a scheduled holiday above falls on a Saturday, the holiday will be observed on Friday. If a holiday falls on a Sunday, the holiday will be observed on Monday. Employees shall receive holiday pay when the holiday falls on the employee's regular workday (less than full-time employees).

Employees must work a full day on their last regular work day before a holiday and work a full day on their first day following a holiday (approved leave day is considered a regular work day for this purpose). In cases of emergency, employees may be allowed to use accrued sick leave, subject to appropriate documentation. The Director of Early Childhood Services and/or the Executive Director of Employee Services reserves the discretion to approve holiday pay in situations such as minor tardiness, unplanned absences or unforeseen personal circumstances.

Note: If for any reason classes are in session during any of the above holidays, Employee will be expected to report for work at their regular rate of pay. Other days will be determined as holidays by mutual agreement should this occur by the Superintendent or his/her designee.

SECTION 27: INSURANCE

Under the Affordable Care Act (ACA) eligibility rules, employees working an average of 30 hours per week are eligible for the ACA medical plan offered by the district. The entire cost of the ACA medical plan is employee paid.

PLAN A (for employees needing health insurance) offered to G.S.R.P. Teacher only

The Employer will provide the same hospital-medical-surgical plan provided to teachers in the district, including long-term disability, dental insurance, vision insurance and life insurance.

PLAN B: Plan B benefits are available to G.S.R.P. Teacher not needing health insurance, and Plan B benefits include: long-term disability, dental insurance, vision insurance, and life insurance.

Upon application, the Employer will provide single medical insurance coverage for all employees working at least six (6) hours per day five (5) days per week. The premiums for bargaining unit members required to pay a portion of their medical insurance premiums will be on a pre-tax basis. Said deductions will be set up for the number of pay periods for the employee.

Please see our website for a summary of coverages which includes health insurance. The Business Office shall continue to communicate with staff prior to open enrollment.

Deductibles are subject to change.

WORKERS' COMPENSATION

In the event an Employee loses time as a result of illness or injury incurred in the course of his/her employment, for which the Employee receives benefits under the Michigan Workers' Compensation Act, the Board will allow the Employee the option (in writing) of being paid the difference between the amount paid for compensation and the amount normally earned on a straight-time basis as long as the individual has days remaining of sick time. A prorated amount

of time shall be deducted from said sick time for each day of absence. When an employee is released to return to work after having been absent on Workers' Compensation disability, he/she will be reinstated to the position held prior to his/her injury.

SECTION 28: PERFECT ATTENDANCE

- A. A perfect attendance stipend will be paid at the end of the fiscal year (July 1) to employees covered under this contract who have attained perfect attendance during the preceding school year (September – June). Perfect attendance stipend shall be Two Hundred (\$200.00) Dollars per position scheduled to work six hours or more per day, five days per week. A stipend of One Hundred (\$100.00) Dollars shall be paid per position scheduled to work less than six hours per day, or less than five days per week.
- B. Perfect attendance shall exclude absences for holidays, funeral attendance, jury duty, professional development (meaning when the employee is off-site for professional development), and emergency closing days and personal leave days as provided per contract. All other absences shall be counted as hours absent and shall cause the employee to be ineligible for the perfect attendance stipend during that fiscal year. Eligibility starts the first full fiscal year of employment (fiscal year as July 1 through June 30).

SECTION 29: COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the Employee would have earned at his/her regular rate or result in an increase in the Employee's total remuneration from all sources including unemployment compensation benefits and remuneration from other employment pursued in place of his/her employment with the Employer.

SECTION 30: CONTRACT DURATION

- A. This Agreement shall be effective for a period beginning August 25, 2025, and shall continue in full force and effect through June 30, 2028.
- B. Ninety (90) days prior to June 30, 2028, upon request of either party, negotiation will be undertaken toward a new contract.
- C. As applicable by law, it is further understood that the terms and conditions of this Agreement will continue until the new Agreement is negotiated.

SECTION 31: RETIREMENT

Employees under the Michigan School Employee's Retirement Act shall receive Fifty (\$50.00) dollars for each year of service in the school district. This will be prorated for part-time employees.

SECTION 32: LONGEVITY

Longevity shall be prorated based on Employees who work at least ten (10) months per year, eight (8) hours per day, five (5) days a week, the Board will pay longevity pay as follows:

\$ 600.00	8 th anniversary
\$1000.00	10 th anniversary
\$1300.00	12 th anniversary
\$1800.00	14 th anniversary
\$2000.00	16 th anniversary
\$2200.00	18 th anniversary
\$2500.00	20 th anniversary

Longevity payments will be paid on the first pay date in December. Based on true proration, all regularly scheduled part-time Employees will receive longevity pay according to the number of months worked per year and the number of hours worked per day. Payment will be made based on the number of hours presently worked per day. For calculating longevity payments, a full year shall be considered as having worked at least ten (10) months.

Any person who retires in accordance with the Michigan Public Schools Employees Retirement Act at any time during the school year, or any person who provides thirty (30) calendar days' notice of a resignation, will be paid a proration amount of their longevity.

SECTION 33: MISCELLANEOUS PROVISIONS

A. SCHOOL CLOSURE(S)

When the Superintendent cancels school, employees are not expected to report for work, intent being staff report to work when students are in attendance. Employees covered under this agreement shall be paid for the first three (3) "forgiven" days.

Employees with sick leave/personal leave days available may utilize this time to compensate employees in lieu of unpaid school closures (after the three (3) forgiven days). It is the responsibility of the employee to enter the absence in the absence management system if they wish to be paid for the closed day(s).

Employees will be required to report to work when teachers are required to report to work if the day is a scheduled workday for the employee. In the event school is canceled after employees have reported for work, the employees will remain on the job until released by the principal/ director, intent being the effect of a smooth closing of the buildings. Should the District "close" a building for any allowable "forgiven" reason (i.e., power outage, construction, inclement weather, health emergency, etc.) and the district is able to count the day towards the required days/hours, employees shall be compensated for their normal shift on the "forgiven" day up to three (3) forgiven days.

Employees covered under this agreement shall be paid for the first three (3) "forgiven" days. The pay shall be based upon the employee's normal hours worked per day at their regular wage per hour. Employees will be expected to work on any scheduled make-up days required by current state law. The district agrees to immediately comply with legislation that may arise regarding the closure of school.

B. SCHEDULE ADJUSTMENTS

The District and the Union agree to allow position hour changes for employees attending college

courses. The employee will notify the Director of Early Childhood, and an approval process shall be followed. The approval process requires the employee to submit their college course schedule, at least two (2) weeks in advance of a request for a schedule change to the Director of Early Childhood Services, the Executive Director of Employee Services, and the President or designee of the AFSCME Early Childhood Union agree to communicate to discuss the approval or denial of an individual employee attending college.

C. WORK SCHEDULE AND OVERTIME COMPENSATION

The Employer agrees to pay time and one half for any time more than eight (8) hours per day or forty (40) hours per scheduled week. All overtime shall be approved by the Director/Supervisor. However, additional time shall be granted for the safety and welfare of students.

D. MILEAGE

Employees required in the course of their employment to move from one building to another during the school day or on school business shall receive reimbursement for the use of their personal automobile at the rate established by the Board of Education for each year. Employees shall file a mileage report monthly.

SECTION 34: CHILD CARE PROTECTION

It is Romeo Community School's policy to provide a workplace that is safe and free from any hazardous conditions and threatening conduct which intimidates, endangers, or harms persons. It is imperative that administrators and staff have clear understanding of such policy as it pertains to Early Childhood Development and best practices for children birth to 8 years of age in regard to social emotional, physical, cognitive and language development. Therefore, the district will not tolerate violence or threats of violence that causes great bodily harm by students, parents, and/or other staff in the workplace, at work-related functions, The student Handbook shall be referred to by the district, Administration, Superintendent and/or designee as it pertains to the items discussed in this section.

Any case of physical assault or attempted physical assault against Childcare staff, by a student, parent or staff, while in the performance of official work assignments, shall be promptly reported to the Administration and Union by Childcare staff in conjunction with a written report/statement. The Building Administration, in turn, shall promptly notify the Executive Director of Employee Services of such actions. Any student, parent or staff who are found to have physically assaulted or attempted to physically assault Childcare staff in such a manner, shall be subject to discipline.

Any internet searches made by a student that is considered a threat to Childcare staff, another student or the district, shall be promptly reported to the Administration and Union by the Childcare staff in conjunction with a written report/statement. The Building Administration, in turn, shall promptly notify the Executive Director of Employee Services of such actions.

Administration shall ensure that staff affected by such incidents receive all the necessary support.

Childcare staff shall not be required to work under unsafe or hazardous conditions or to perform tasks which unnecessarily endanger their health, safety, or well-being. Childcare staff shall provide notice to the Administration and Union of such conditions, tasks or events so that

the Board shall be allowed a reasonable period to correct the condition before it can become the subject of a grievance.

SECTION 35: GSRP AND ASSOCIATE TEACHERS

The parties agree that due to the recent changes in the Great Start Readiness Program (GSRP), the district shall be implementing a five (5) full day GSRP program.

GSRP TEACHERS

GSRP Teachers shall follow the district calendar.

Planning time of 300 minutes per week will be provided for all GSRP teachers. A minimum of one-half day per month will be provided as planning time.

GSRP Teachers shall be required to work 180 instructional days with students (includes professional development days, CRN training, home visits, parent teacher conferences and anything required by the MISD.)

GSRP Teachers shall have a 30-minute unpaid uninterrupted lunch period.

GSRP Teachers shall be available for up to four (4) night events per school year. District shall provide two weeks' notice.

GSRP ASSOCIATE TEACHERS

Planning time of 175 minutes per week will be provided to all GSRP Associate Teachers. A minimum of one-half day per month provided as planning time.

Associate Teachers shall follow the district calendar

GSRP Associate Teachers shall be required to work 180 instructional days with students (includes professional development days, CRN training, home visits, parent teacher conferences and anything required by the MISD.)

GSRP Associate Teachers shall have a 15-minute paid break period.

GSRP Associate Teachers shall be available for up to four (4) night events per school year. District shall provide two (2) weeks' notice.

PROFESSIONAL DEVELOPMENT – GSRP TEACHERS AND GSRP ASSOCIATE TEACHERS

Professional development days:

PD days on the RCS calendar will be used for GSRP teachers & associates to obtain Mi Registry approved PD of at least 6 hours per PD. GSRP teachers & associates will not hold conferences or home visits on PD days. Conferences and home visits are approved by the MISD to count for instructional days. They will be held separately from all PD.

Any changes to the Great Start Readiness Program (GSRP) by the MILEAP or State of Michigan shall require the District and AFSCME to meet to discuss and resolve changes to the

grant program.

The union and district acknowledge that the GSRP Teacher and GSRP Associate Teacher positions shall have reporting and ending times adjusted. The positions shall be reposted and filled by the person currently holding the position if they apply on our application software system.

Should the legislature make any changes to the GSRP Teacher Grant, the Union and the District agree to meet to renegotiate a new Letter of Agreement.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives on the day and year noted below.

AFSCME #925, INTERNATIONAL UNION OF
THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

By: 
Paul Long, Staff Representative

Dated: 1

By: 
Cheryl Ankoviak, President

Dated: 10-10-25

By: 
Renee Sams-Cain, Vice President

Dated: 10-10-25

BOARD OF EDUCATION OF ROMEO
COMMUNITY SCHOOLS, COUNTIES OF
MACOMB AND OAKLAND, MICHIGAN

By: 
Rachel Eichorst, President

Dated: 10/10/2025

By: 
Katherine Rice, Secretary

Dated: 10/10/25

By: 
Julia Butler, Executive Director of
Employee Services

Dated: 10-10-25

AFSCME CHILD CARE EMPLOYEES SALARY SCHEDULE

SALARY SCHEDULE – APPENDIX A

CHILD CARE POSITIONS	STEP NO.	2025-2026 RATE	2026-2027 RATE	2027-2028 RATE
Child Care Caregiver Preschool Aide School Aged Childcare Caregiver Childcare Care giver Floater SACC Floater	1	\$15.45	\$15.91	\$16.39
	2	\$16.02	\$16.50	\$17.00
	3	\$16.59	\$17.09	\$17.60
	4	\$17.13	\$17.64	\$18.17
	5	\$17.96	\$18.50	\$19.06
	6	\$18.67	\$19.23	\$19.81
	7	\$19.31	\$19.89	\$20.49
	8	\$19.98	\$20.58	\$21.20
Lead Caregiver	1	\$16.10	\$16.58	\$17.08
	2	\$16.68	\$17.18	\$17.69
	3	\$17.26	\$17.78	\$18.31
	4	\$17.85	\$18.39	\$18.94
	5	\$18.57	\$19.13	\$19.70
	6	\$19.27	\$19.85	\$20.44
	7	\$19.93	\$20.53	\$21.14
	8	\$20.62	\$21.24	\$21.88
School Age Child Care Site Supervisors	1	\$16.85	\$17.36	\$17.88
	2	\$17.48	\$18.00	\$18.54
	3	\$18.09	\$18.63	\$19.19
	4	\$18.72	\$19.28	\$19.85
	5	\$19.33	\$19.91	\$20.51
	6	\$20.01	\$20.61	\$21.23
	7	\$20.71	\$21.33	\$21.97
	8	\$21.43	\$22.08	\$22.74
Program Director Pre-School Teacher (2 year degree) GSRP Associate Teacher GSRP Floater	1	\$17.81	\$18.34	\$18.89
	2	\$18.50	\$19.05	\$19.63
	3	\$19.14	\$19.71	\$20.30
	4	\$19.83	\$20.42	\$21.03
	5	\$20.32	\$20.93	\$21.56
	6	\$21.30	\$21.94	\$22.60
	7	\$22.04	\$22.70	\$23.38
	8	\$22.81	\$23.50	\$24.20
Program Director Pre-School Teacher (Four Year Degree)	1	\$20.69	\$21.31	\$21.95
	2	\$21.42	\$22.07	\$22.73
	3	\$22.26	\$22.93	\$23.61
	4	\$23.08	\$23.77	\$24.49
	5	\$23.92	\$24.63	\$25.37
	6	\$24.80	\$25.55	\$26.31
	7	\$25.69	\$26.46	\$27.25
	8	\$26.60	\$27.40	\$28.23

Program Director Site Manager (2-year degree)	1	\$19.92	\$20.52	\$21.13
	2	\$20.41	\$21.03	\$21.66
	3	\$20.89	\$21.52	\$22.16
	4	\$21.41	\$22.06	\$22.72
	5	\$21.89	\$22.54	\$23.22
	6	\$22.43	\$23.11	\$23.80
	7	\$23.24	\$23.93	\$24.65
	8	\$24.07	\$24.79	\$25.54
Great Start Readiness Program Teacher	1	\$42,745.00	\$44,027.35	\$45,348.17
	2	\$45,053.23	\$46,404.83	\$47,796.97
	3	\$47,486.10	\$48,910.68	\$50,378.00
	4	\$50,050.36	\$51,551.87	\$53,098.42
	5	\$52,753.08	\$54,335.67	\$55,965.74
	6	\$55,601.74	\$57,269.79	\$58,987.88
	7	\$56,713.78	\$58,415.19	\$60,167.65
	8	\$57,848.04	\$59,583.49	\$61,370.99

Salary increases will occur on the first pay date of the new school year.

2025-2026

3% on schedule increase and one (1) full step advancement for all eligible AFSCME Childcare employees

2026-2027

3% on schedule increase and one (1) full step advancement for all eligible AFSCME Childcare employees

2027-2028

3% on schedule increase and one (1) full step advancement for all eligible AFSCME Childcare employees