AGREEMENT BETWEEN THE ROMEO COMMUNITY SCHOOLS BOARD OF EDUCATION

AND THE

TEAMSTERS LOCAL 214

ON BEHALF OF

ROMEO DIRECTORS & SUPERVISORS ASSOCIATION (RDSA)

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AGREEMENT

This Agreement is made and entered into by and between the Board of Education of the Romeo Community Schools School District Macomb and Oakland Counties, Michigan, hereinafter referred to as the "Board" or "District" and Teamsters Local 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, for Romeo Directors and Supervisors hereinafter referred to as the "Union."

ARTICLE 1

PURPOSE AND INTENT

BY THE AGREEMENT BOTH PARTIES INTEND:

- To provide mutual interest, namely the operation of the Board in a manner that will further the economic well-being of the employees covered by this Agreement and of the district.
- To promote harmonious relationships between and among members of the Board and the Union.
- To define rates of pay, hours of employment, and other terms and conditions of employment that may be reasonably anticipated and which are to be covered by this Agreement.
- To establish general principles not in conflict with this Agreement that are to govern in those situations which subsequently arise but that are not unreasonable to anticipate now by Articles.

ARTICLE 2

RECOGNITION AND DEFINITION

SECTION 1: PERA

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 Board 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, for all employees of the Board included in the following bargaining unit:

- All regularly employed Directors and Supervisors which include: The Food Service Director, Transportation Director, Early Childhood Services Director, CTE Director, Athletics and Student Activities Director, Business Services Supervisor, Early Childhood Services Supervisor, Communications and Marketing Supervisor, Romeo Virtual Academy Supervisor and any future director or Supervisor position that may be negotiated.
- The term "Director" and "Supervisor" as used in the Agreement shall mean all members of the bargaining unit as listed above.
- The term "regularly employed" as used herein shall include those Directors and Supervisors employed on a regular full time or regular part time contract.

The Board shall not supplant bargaining unit members with outside professions unless required by law. In the event that the Board should need to subcontract work of a kind performed by bargaining unit members on a

temporary basis, the parties shall meet to review the necessity for such subcontract. However, nothing contained herein shall be interpreted to mean the lessening of the requirements of this Article that only members of the bargaining unit shall be allowed to hold Director or Supervisor positions.

SECTION 2: CONFLICTS

The Board agrees that it will not enter any agreement with another labor organization or with the said employees, individually or collectively, which in any way conflicts with the terms of this Agreement. Any such agreement shall be null and void.

SECTION 3: SUCCESSOR

This Agreement shall be binding upon the parties hereto, their successors, and assigns. Any successor shall be given notice of the existence of this Agreement and a copy of such notice shall be sent to Teamsters Local 214.

ARTICLE 3

BOARD RIGHTS

- A. It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of elimination, the right to:
 - a. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 - b. The right to establish, modify, or change any work or business or school hours or days.
 - c. The right to direct the working forces, including the right to hire, promote, transfer, discipline, and/or reassign employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
 - d. 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, including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
 - e. Adopt rules and regulations.
 - f. Determine the qualifications of employees.
 - g. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings, or other facilities.
 - h. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- B. The policy-making functions rest exclusively with the Board.

- C. In the event of a claim of misrepresentation or misapplication of the Agreement, the integrity of this provision shall be the basic premise for interpretation of the Agreement.
- D. All of the above items shall not be in conflict with the specific provisions of this Agreement.

ARTICLE 4

UNION REPRESENTATION

- A. Employees covered by the Agreement shall be represented by one (1) Steward or in his/her absence, one (I) Alternate Steward. Employees shall also be represented by one (1) Business Representative for Teamsters Local 214 who shall not be a member of the bargaining unit.
- B. The Union shall furnish and provide to the Employer (Employee Services Department) updates of names of its representatives within 14 workdays of ratification of this agreement and any future representative change.
- C. The Employer agrees that the Steward or Alternate Steward shall not lose time or pay for reasonable time spent in administering the terms and conditions of the Agreement such as investigating and processing grievances. The Employer reserves the right to temporarily delay the release of a Steward or Alternate Steward in the event the efficiency of the Department is unreasonably affected by their absence. However, in no event, shall a Steward or Alternate Steward be deprived of the right, upon employee request, to assist an employee in a disciplinary or discharge situation governed by Weingarten.
- D. The Steward or Alternate Steward, during their regular working hours without loss of time or pay, may investigate and present grievances to the Employer; provided, however, that if such Steward or Alternate Steward requires more than one (1) hour to investigate and present said grievance, a request for additional time may be made to the Superintendent or his/her designee.
- E. The privilege of Steward, Alternate Steward or Negotiating Team leaving their work during regular working hours without loss of pay is subject to the understanding that the time will be devoted to the proper handling of negotiations, discipline matters/hearings or the presenting and hearings of grievances. This time will not be abused, and that Stewards, Alternate Stewards or the Negotiating Team will perform their regularly assigned duties, except as provided herein.

ARTICLE 5

UNION SECURITY

- A. The terms of this Agreement have been made for all employees in the bargaining unit that are in good standing.
- B. Membership in the Union or payment of a representation fee is voluntary, not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters. The Union is required by law to represent all employees in the bargaining unit fairly and equally, regardless of Union membership. The terms and conditions of this Agreement apply to all employees within the bargaining unit.

- C. The Union will be allowed space in the school building to store paper and supplies and other union items for Union use. The Union Steward will be provided space to conduct union business during release time that shall include their office. In the case where the steward's room is being utilized or shared during that release time, the district shall provide the Union an alternative private space that includes district phone and technology.
- D. Meetings of the Union may be held in the school building before or after the normal student day. Should the meeting time, arrangements for the meeting or clean up following the meeting require extra custodial help, the Union will be expected to bear the expense. Prior arrangements must be made with the building principal. Committee meetings and individual contacts may be scheduled during the members lunch period provided that Union activities shall not interfere with the operation of the schools or of any class within said schools.
- E. The Union shall have the right to post notices of its activities and matters of Union concern on designated bulletin boards at the Administration Building.
- F. The Union will be allowed to use mail service and mailboxes of the school district for distribution of announcements, Union news, and the dissemination of professional literature.
- G. The Union may use, within the school building, the duplication equipment, computers, other technology, and the audiovisual equipment necessary to its operation, provided that the equipment is not otherwise in use or scheduled for use and that the request for use of the equipment is approved by the principal of the building. The Union shall pay for all materials and supplies incidental to the use of such equipment, and shall be responsible for any damages to equipment used if the damage is directly attributed to the Union's use.
- H. Membership in the Union shall be open to all members. There will be no tolerance for discrimination or harassment on any basis prohibited by law.
- A member engaged during the school day in negotiating on behalf of the Union with any representative
 of the Board or participating in any grievance, including arbitration, shall be released from regular duties
 without loss of pay.

ARTICLE 6

STRIKE PROHIBITION

The Union agrees that neither its members nor any member of the bargaining unit will take part in an illegal strike against the Board. As used in this context, the word "strike" shall mean the concerted failure to report for duty; the willful absence from one's position; the stoppage of work; the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment.

ARTICLE 7

DISCIPLINE

A. No member shall be disciplined, reprimanded, or dismissed without just cause. Nonrenewal of a Director

or Supervisor's contract pursuant to the Revised School Code/applicable law shall not constitute discipline or dismissal. The specific grounds forming the basis for disciplinary action will be made available to the Director or Supervisor and the Union in writing.

- B. A member shall be entitled to have present a representative of the Union during any investigatory meeting into possible disciplinary consequences. When a request for such representation is made, no action shall be taken with respect to a member until such representative of the Union is present, provided that such representation is provided in a reasonable amount of time.
- C. A program of progressive discipline shall be followed, with the understanding that the severity of an offense may provide reason for the district to impose a disciplinary consequence that is and due process, which is: 1) verbal warning; 2) written reprimand, and 3) suspension with or without pay, and 4) discharge. The parties acknowledge that the severity of an offense including repeat offenses may provide good cause for the acceleration of the above progression of discipline. Any disciplinary action taken against a member shall be appropriate to the behavior which precipitates said action.
- D. The district's investigative guideline may be followed.
- E. The discipline is subject to the grievance procedure outlined in the Collective Bargaining Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE

A grievance shall be defined as a claim by any employee, or group of employees, or the bargaining unit, that there has been a violation, misinterpretation, or misapplication of any provision of this agreement shall be deemed a grievance under this agreement. If a grievance is unique to one individual, the grievance must be filed by the individual who is affected.

The time limits specified hereinafter for movement of a grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the Union and School District in writing. In the event that the bargaining unit fails to appeal a grievance or appeal a School Board answer within the particular specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the School Board's last answer, if any. In the event the School Board shall fail to supply the bargaining unit with its answer to the particular step within the specified time limits, the grievance shall be automatically positioned for appeal at the next step within the time limit for exercising said appeal, commencing with the expiration date of the School Board's grace period for answering.

All specified time limits herein shall consist only of work days. Employees may be given a paid leave for purposes of appearing as necessary witnesses in arbitration cases involving the Board, if they shall designate in writing at least three (3) work days prior to said hearing, and that all persons are needed. In the event that designated witnesses are in fact not necessary to the arbitration hearing, then their leave shall be without pay.

Each grievance shall have to be initiated within ten (10) work days of the occurrence which is the cause for complaint, or, if neither the aggrieved nor the bargaining unit had knowledge of said occurrence at the time of its happening, then within ten (10) work days of the first such knowledge by either the aggrieved or the bargaining unit. Appropriately published School Board notices relating to rules and regulations, which are not in conflict with this agreement, shall be considered as binding the bargaining unit and all members of the bargaining unit. Settlement of delayed grievances, as provided, shall be retroactive to the date of incident.

- STEP ONE: Any employee, having an alleged grievance as herein above defined, may process the
 complaint in the following manner. The aggrieved employee or employees shall take the matter up with
 their reporting Supervisor (Superintendent, Assistant Superintendent, Executive Director, Director) on an
 informal conference within ten (10) work days following the act or condition which is the basis of this
 grievance.
- STEP TWO: In the event the matter is not resolved informally, a written grievance may be filed with the employee's reporting supervisor in which the grievance arises within ten (10) work days following the informal meeting. The written grievance shall set forth a specific Article or Paragraph of the Article allegedly violated, misinterpreted, or misapplied, along with a statement of the relief sought on the Union's Grievance Form. The employee's reporting supervisor shall have ten (10) working days to issue a written decision.
- STEP THREE: Within ten (10) work days after receiving the decision of the reporting Supervisor, the matter is not resolved by the reporting Supervisor, and if the reporting Supervisor is not the Superintendent, the aggrieved party may file a written grievance with the Superintendent in a further attempt to resolve the grievance. The written grievance shall set forth a specific Article or Paragraph of the Article allegedly violated, misinterpreted, or misapplied, along with a statement of the relief sought on the Union's Grievance Form. The Superintendent shall have ten (10) working days to issue a written decision. If the reporting Supervisor is the Superintendent, the aggrieved party will move directly to step four.
- STEP FOUR: Within ten (10) work days after receiving the decision of the reporting Supervisor (Superintendent, Assistant Superintendent, Executive Director, Director) and/or Superintendent, the aggrieved party has the option to request mediation through the Michigan Employment Relations Commission (MERC) in a further attempt to resolve the grievance. The Union or School District shall notify the other party of its intent to utilize mediation. The Union shall notify MERC to request the assistance of a mediator, and the parties shall work cooperatively to set up subsequent mediation.
- STEP FIVE: If mediation is not successful, the Grievant may move the grievance to arbitration within
 forty-five (45) calendar days. The demand for arbitration shall be filed with the Michigan Employment
 Relations Commission in accordance with the current applicable rules and regulations set forth by MERC,
 sending a copy of such demand to the opposite party. In lieu of the parties using MERC, they may
 mutually agree on an Arbitrator. MERC will only be used for selection of the arbitrator.

The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation, or misapplication of specific and expressed provisions of the Collective Bargaining Agreement. The Arbitrator shall not have the power to modify, amend, add to, or subtract from this Agreement. If the grievance sought to be arbitrated is not specifically covered by this agreement, then said arbitrator shall have no authority in connection therewith. The arbitrator's authority shall be as limited in this Agreement. The arbitrator shall have no power to hear any grievance or rule on any dispute regarding the decision of the Board of Education not to extend or renew the contract of any Member. The expenses of the arbitrator shall be paid one-half (½) by the Union and one-half (½) by the School District, and all other expenses shall be borne by the party incurring them. So long as said arbitrator does not exceed his authority as provided herein, his decision shall be final and binding on the Union, and all members of the bargaining unit and the School District.

It is understood between the parties that only the Union, not the individual member, has the right to proceed to arbitration.

Expedited Grievance. In the case of discharge, or by mutual agreement, other grievances, the Grievance

Process will start at Step III - Superintendent.

<u>Definition of Days.</u> For purposes of this Article, working days shall include Monday through Friday, excluding Saturdays, Sundays, holidays, and District recess days.

ARTICLE 9

LAYOFF AND RECALL

A. In the event that a Member is subjected to a layoff, he or she shall be given first right of refusal to his or her former position before a new hire is considered.

ARTICLE 10

EVALUATION

The Superintendent of Schools or his/her designee shall evaluate the Member's job performance in accordance with the provisions of the Revised School Code/applicable law. The Superintendent may designate the building reporting Supervisor to evaluate the Member. The Members shall be entitled to review the evaluation prior to its placement in his/her personnel file. The Member may provide a written response/rebuttal to any evaluation to be approved to be appended and placed in the personnel file.

ARTICLE 11

SENIORITY

- A. Seniority shall be defined as length of time serving in Romeo Community Schools as a Director or Supervisor.
- B. Seniority shall continue to accumulate for bargaining unit members during periods of compensated sick leave, disability leave, professional leave, lay-off and Union leaves of absences. Time for unpaid leaves of absence, except as previously defined, shall not count towards seniority.
- C. Seniority shall terminate upon resignation, retirement, or discharge.
- D. The Board shall furnish the Union with an updated seniority list within thirty (30) calendar days after the beginning of each school year.

ARTICLE 12

PERSONNEL FILES AND RECORDS

- A. The district shall maintain a personnel file in the Administration offices for each member it employs. The personnel file shall include the following:
 - a. Evaluations

- b. Correspondence This may include all correspondence written by the member or by the administration as well as external communications as long as the member has received a copy of such communications.
- c. Supplementary Materials This shall include certificates, contracts, academic records, preemployment references, application forms and other related employment data, etc.
- B. Additions to the Personnel File No complaint, commendation, suggestion, evaluation, or other document with adverse information may be placed in the file unless it meets the following requirements:
 - a. It is signed by the person making the complaint, commendation, suggestion, or evaluation.
 - b. A copy is given to the Member before a decision is made to place it in the Member's file.
 - c. The Member may write an explanation of the above, which shall become part of the Member's personnel file.
- C. Member's Access to their Personnel File Each Member shall have the right, upon request (subject to and following the guidelines of the "Bullard-Plawecki Employee Right to Know Act"), to review the contents of their personnel file. A representative of the Union may, at the Member's request, accompany the Member in this review. The review shall be made in the presence of the member or designee responsible for the safekeeping of these files. Confidential reports from colleges and former employers or other references are excluded from a review of a member's personnel file. The member shall contact the Employee Services Department to schedule a day and time to review their personnel file.
- D. General Access to the Member's Personnel File Only authorized school personnel shall have access to a Member's personnel file as it relates to their administrative responsibility within the school district, unless current laws require otherwise. Timely notice will be given to the Member should a request for access to materials in their personnel file be received by the school district.
- E. Removal of Materials from Member's Personnel Files Materials once placed in the Member's personnel files may only be removed with the authorization of the Superintendent of Schools or designee. Members may initiate a review of their file.
- F. If the Member believes that non-disciplinary material to be placed in their file is in error, the Member may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the inappropriate or incorrect material will be corrected or expunged from the file. If the Member is asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- G. Requests for information under the Freedom of Information Act for a Member's personnel file:
 - a. All requests must identify the name and address of the person(s) or organization(s) making the request.
 - b. Once a FOIA request is received by the FOIA Coordinator, the Member and the Union shall be notified and provided with a copy of the FOIA request.
 - c. As soon as possible the Administration will communicate with the Member and Union Representative(s) to review the FOIA request and the documents requested.
 - d. The Board shall honor all exemptions to the production of documents contained in and consistent

with Section 13(1) of FOIA.

e. On any documents that may be released under a FOIA request, all exempt material must be redacted.

ARTICLE 13

DIRECTOR and SUPERVISOR PROTECTION

- A. 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. Therefore, the district will not tolerate violence or threats of violence of any form by students, parents, and/or other staff in the workplace, at work-related functions, or outside of work, if it affects the workplace and/or a member's ability to perform professionally or has the purpose or effect of threatening the health or safety of all stakeholders whether made in person or by other means. The Student Handbook shall be referred to by the district, Administration, Superintendent and/or his/her designee as it pertains to the items discussed in this section.
- B. Any case of threatening communications, verbally, in writing, electronically, in pictures, rendered drawings or by threatening gestures, made toward a Member by a student, parent or staff while in the performance of official school assignments or outside of such performance, shall be promptly reported to the Executive Director of Employee Services and Union, in conjunction with submitting a written report/statement.
- C. Any case of physical assault or attempted physical assault against a Member(s), by a student, parent or staff, while in the performance of official school assignments or outside of such performance, shall be promptly reported to the Executive Director of Employee Services and Union by the Member(s) in conjunction with a written report/statement. Any student, parent or staff who are found to have physically assaulted or attempted to physically assault a Member in such a manner, shall be subject to discipline and/or reported to the authorities.
- D. The district shall ensure that the Member affected by such incidents receive all the necessary support.
- E. A Member may use such force as is necessary for self-protection from attach or to prevent injury to another student.
- F. Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which unnecessarily endanger their health, safety, or well-being.

ARTICLE 14

ACADEMIC RIGHTS AND RESPONSIBILITIES

It is the responsibility of the Members to ensure the fair presentation of facts, philosophies and ideologies for consideration. Members should not attempt to urge students to accept their personal beliefs in regard to religion, politics or other areas of consideration.

ARTICLE 15

PAID LEAVES

SECTION 1: LEAVE

A. Leave shall be granted twelve (12) days per school year. This leave, to the full amount of twelve (12) days, shall be at commencement of the school year and be put at the disposal of the member. Each employee shall be notified on their paycheck as to their accrued number of leave days. All Members shall be allowed to accumulate sick time up to 72 hours each year.

There is no compensation for or payout for unused sick Bank time under any circumstances. Should a Member exhaust their annual leave day allotment they may draw upon their 90 Day Personal Sick Bank (see below) for additional paid time. As of June 30th, each year, remaining leave and/or annual leave (12-month employees only) days from their annual allotment must be transferred to their 90 Day Personal Sick Bank to bring its balance to 90 days, if needed.

- B. 90-Day Personal Sick Bank The Members are provided a 90 Day Personal Sick Bank; this bank of days is afforded to a member only one time during their employment with the district. It is the Member's responsibility to maintain their 90-Day Personal Sick Bank at 90 days whenever possible. There are no additional days added to this bank without formal approval of the Board of Education. Should a Member exhaust their annual leave day allotment they may draw upon their 90 Day Personal Sick Bank (see below) for additional paid time.
- C. As of June 30th, each year unused annual accruals (excludes the Personal Sick Bank) days will be:
 - a. First, used to replenish the Member's ninety (90) day personal sick bank to bring its balance back to 90 days, if needed.
 - b. Then, unused leave days up to 72 hours may be accrued annually.
- D. Unused annual accruals (excludes the Personal Sick Bank) leave days will be payable at the specified percentage and rate to a named beneficiary in the event of the death of a member while still on active service to the district.
- E. Any bargaining unit member covered by this Agreement not finishing the school year, either by resignation or dismissal, will have their leave prorated for the year based on the number of full months completed.
- F. In case of absence due to injury or illness incurred in the course of the Member's employment, for which the employee receives benefits under the Michigan Workers' Compensation Act, the Board shall pay the difference between the amount paid for compensation and the amount due under the Member's contract, as long as the employee has days in employee's bank. A prorated amount of time shall be deducted from the Member's leave bank. Member's will not be charged leave due to absence from their jobs for reason of illness or injury resulting from their employment. A medical professional statement shall be submitted.

SECTION 2: FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Board will grant up to twelve (12) weeks of family and medical leave during any twelve-month (12) period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). All requests 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 is practicable. Proper certification of the reason for the leave must be provided. Individual sick leave balances can only be used for qualifying leaves.

- A. Quarantine of employee or employee's living quarters shall be considered under leave.
- B. Leave shall also be used to provide care for a parent, child, or spouse of a member in case of illness or accident when no one else is available.
- C. Leave days may be used for doctor appointments.
- D. Leave days may be used for court subpoenas on non-work-related matters.
- E. In case of an absence extending beyond thirty (30) working days, it shall be the obligation of the employee to inform the Board of the current status of the employee's health, except in cases involving compensable injury or illness, a statement from the attending physician indicating the probable date of return to work is required.
- F. The Board reserves the right to have an examination of the employee by a physician of its own choosing, at the Board's expense. If the Member's physician and the Board's physician have conflicting opinions, a third physician may be consulted to decide the conflict. Cost of the third (3rd) physician shall be shared by both parties.
- G. A Member ill for more than five (5) consecutive working days, at the request of the Employee Services Department, will present the Employee Services Department a statement from the Member's attending physician indicating that their condition of health is adequate for the employee to return to work.
- H. When an employee is absent an additional number of days over the employee's leave allowance, the full daily wage will be deducted. The deduction for the daily wage will be based on the school year of the total number of Member workdays being divided into the base salary of the Member.
- It is understood that any unpaid leave days will result in a corresponding adjustment of seniority except for those days used to qualify for long-term disability or used for Family Medical Leaves of Absence. Should an extenuating situation arise, the Union and the Administration will meet to consider exceptions to this language.
- J. Any Member whose personal illness extends beyond the period compensated under leave may be granted a leave of absence, upon request, without pay, for a set time as is necessary for complete recovery from such illness but not to exceed one year. Such leave of absence may be extended upon submission of satisfactory proof of continued disability. Upon return from leave, the Board will attempt to assign the Member to the same position, if it is available, or to a substantially equivalent position.

SECTION 3: WORK YEAR A. WORK YEAR

- a. Fifty-Two (52) week Members shall receive payment for holidays that fall within the Member's normal work year as follows:
 - Independent Day, Labor Day, the Day before Thanksgiving, Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day. If school is in session during

any of the identified holidays, the Superintendent will select an alternative holiday. The district has the ability to call employees into work if needed, but equivalent compensatory time will be given on approved days or before June 30th of the current work year. Employee Services and direct supervisors are responsible for tracking and approving this time as needed.

- It is understood that when a holiday falls on a Saturday, it shall be celebrated on Friday. When it falls on Sunday, it shall be celebrated on Monday.
- The three days between Christmas and New Year's Eve shall be paid non-work days.
- b. Annual Leave (Vacation: Only available to 12-month employees):

Annual vacation days shall be front loaded annually, on July 1, as follows:

New Hire - Year 2: 22

22 annual vacation days

Year 3+:

24 annual vacation days

Annual leave days are pro-rated if hired after July 1 or employment is terminated before June 30. Notwithstanding the non-cumulative nature of such vacation days, the Member may elect to use vacation days not taken in a proceeding school year up to September 30 in the subsequent year only. Each Member may take a maximum of eight (8) annual vacation days each year in compensation form at his/her daily rate. This must be requested in writing to the Superintendent or his/her designee prior to being compensated by no later than June 1st.

c. Summer Hours: Members shall work a "summer hours schedule" for a period of up to seven weeks, with the schedule defined by the Superintendent or his/her designee each year. All leave time used during this period will be prorated and charged in alignment of each extended work day (ex. 4 day "summer hours" week each leave day is charged as 1.2 days).

B. Modified Work Year

a. Members who work less than 52-week work year:

This section applies to Members who have a modified work year because of their position as determined by the Superintendent or his/her designee.

- i. Members identified in this section shall be assigned a specific number of annual workdays, determined by the Superintendent or his/her designee, based on position responsibilities.
- ii. Members shall follow the district-adopted school calendar, with additional designated workdays scheduled after the final student day of the current school year and prior to the start of the next school year.
- iii. The total number of required workdays may vary by position and shall be communicated in writing upon hire and annually thereafter. Compensation will be adjusted accordingly.
- b. Holidays
 - Members under this provision shall not receive additional paid holidays outside of the school calendar.
 - ii. Observance of non-working days shall align with the school calendar and any scheduled workdays as defined by the Member's modified work year.
- c. Leave Days:
 - i. Eligible leave days for Members under this provision shall be prorated.
 - ii. Leave days shall be up to two (2) days less than 52-week Members.

- d. Annual Leave (Vacation):
 - Annual leave (vacation) benefits do not apply to Members whose work year is less than 52weeks.
 - ii. The Members shall observe the scheduled non-work periods within the school calendar and their position-specific work schedule.

C. Jury Duty

a. Absence for jury duty service by a member is recognized by the Employer as approved leave and will not be chargeable to leave days. The employee who services on jury duty shall receive their pay from the employer. The unit member shall submit to the payroll department the endorsed juror fee.

D. SUBPOENA LEAVE

a. Absence for court subpoena by an Employee for a work-related matter is recognized by the Employer as an approved leave and will not be chargeable to leave days. The employer agrees to pay the difference between the witness fee and the Member's regular daily rate. A member may use their own leave days for absences due to a court subpoena on a non-work-related matter.

E. BEREAVEMENT

- a. Members shall be granted up to five (5) days per incident with pay involving the death of an immediate family member. Immediate family shall be defined as: spouse, child (including step), parent (including step), sibling (including step), Members shall also be granted up to three (3) days per incident with pay involving the death of a grandchild, grandparent, in-laws or if they live in the immediate household not related. Up to one (1) day shall be granted per incident with pay in case of the death for all other incidents. These days shall not be accumulated and shall not be charged as sick leave days.
- b. Members may request additional days per incident using accumulated leave days.

SECTION 4: COMMENCEMENTS

Beginning with the 2025-2026 contractual year:

- Attendance at the high school commencement ceremony will be a required duty for all Members within the district.
- Members will be expected to attend in professional attire and participate in the formal proceedings as directed by the Superintendent.
- Exceptions may be granted only under extenuating circumstances with prior approval from the Superintendent.

ARTICLE 16

BENEFITS

SECTION 1: HEALTH CARE

Full family hospital/medical insurance plan, as provided by the Board of Education.

Please see our website for a summary of coverages which includes health, dental, vision, long-term disability and life insurances. The Business Office shall continue to communicate with staff prior to open enrollment.

Compensation in lieu of medical coverage - \$450.00 per month

Changes in carriers will not diminish the level of benefits.

SECTION 2: LONGEVITY

Administrative consecutive experience/longevity factor is determined according to the following schedule for all consecutive Romeo administrative experience:

•	Completion of 5 years	2.0%
•	Completion of 7 years	2.5%
•	Completion of 9 years	3.0%
•	Completion of 11 years	3.5%
•	Completion of 15+ years	4.0%

Note: Longevity shall be added to the Member's salary for purposes of calculating the daily rate of pay.

In order to determine a Member's position on the longevity schedule, the following criteria will be utilized:

- a. Credit for all consecutive Romeo Community Schools administrative experience shall be honored towards longevity.
- b. All Member's as of April 1, 2025, that are currently receiving longevity credit for experience other than administrative shall be grandfathered.

SECTION 3: PROFESSIONAL MEMBERSHIPS

District-paid membership fees for up to two (2) professional associations annually per Member.

SECTION 4: MILEAGE

Members will be provided reimbursement at the standard mileage rate for conducting school business as per Board policy.

SECTION 5: RETIREMENT STIPEND

Member's eligible for retirement from professional service with the Romeo Community Schools will receive \$100 per year for all years of service in the district.

SECTION 6: ANNUITY

For the 2024-2025 school year – each member will receive a Board of Education annuity payment of 4% of their base salary. Beginning with the 2025-2026 contract year the Board of Education annuity payment will be 5% of their base salary per year.

SECTION 7: PERFORMANCE STIPEND

One Thousand Five Hundred (\$1,500.00) dollar payment provided the Member meets his/her goals as determined by the Superintendent or his/her designee and has an "effective" or higher rating on their annual evaluation (to be paid on the 2nd pay date in June each year).

SECTION 8: CELL PHONE

Members shall be provided a cell phone including hotspot connectivity functionality at the Member's discretion.

SECTION 9: ADVANCED DEGREES

Advanced Degree Stipend: Members shall receive \$1,000.00 annually for a Master's degree and \$2,000 for MA+30 credit hours in a field of study pertinent to their position in the district, as mutually agreed upon between the district and the union. Stipends to be paid the following payroll after receipt of the official transcripts. Stipend is payable the 1st pay in December of each year.

SECTION 10: EXPERIENCE

In cases where prior experience is deemed valuable and applicable by the district, an employee may be placed at a higher starting step on the salary schedule. If this request is made by the Department Supervisor it shall receive approval from the Superintendent or his/her designee.

Article 17

WORKING CONDITIONS

SECTION 1: PROFESSIONAL GROWTH

The Board of Education recognizes the importance of professional conferences for the professional growth of the individual Members and therefore, subject to available resources, shall provide the opportunity for and reimbursement of appropriate expenses for such conferences upon the approval of the Superintendent or his/her designee.

SECTION 2: SCHOOL CLOSURE

In the event school is canceled for the entire district (all school buildings) due to any reason where students and staff are not is session, the Members are not expected to report for work, but will be expected to work remotely at the discretion of the Superintendent in support of matters pertinent to the continued operation of the district. Further Members who are unavailable on such days will be required to use leave, sick or vacation time.

Article 18

WAGES

2024-2025 Salary Schedule

For the remainder of the 2024-2025 school year, Members slide to the new schedule; not less than current salary; then advance two steps. Those hired prior to September 1, 2018 will receive an additional step. New payrates effective the first pay period of the month the agreement is approved by the District and Union.

Step	Director Tier 3	Director Tier 2	Director Tier 1	Supervisor Tier 2	Supervisor Tier 1
8	\$129,679	\$117,588	\$107,915	\$93,405	\$80,709
7	\$126,208	\$114,441	\$105,027	\$90,905	\$78,549
6	\$122,831	\$111,378	\$102,216	\$88,472	\$76,447
5	\$119,543	\$108,397	\$99,480	\$86,104	\$74,401
4	\$116,344	\$105,496	\$96,817	\$83,800	\$72,410
3	\$113,230	\$102,672	\$94,226	\$81,557	\$70,472
2	\$110,199	\$99,924	\$91,704	\$79,374	\$68,586
1	\$107,250	\$97,250	\$89,250	\$77,250	\$66,750

2025-2026 Salary Schedule

For the 2025-2026 school year, all eligible Members shall make one full step advancement.

Step	Director Tier 3	Director Tier 2	Director Tier 1	Supervisor Tier 2	Supervisor Tier 1
8	\$134,218	\$121,703	\$111,692	\$96,674	\$83,534
7	\$130,626	\$118,446	\$108,703	\$94,087	\$81,299
6	\$127,130	\$115,276	\$105,793	\$91,569	\$79,123
5	\$123,727	\$112,191	\$102,962	\$89,118	\$77,005
4	\$120,416	\$109,188	\$100,206	\$86,733	\$74,944
3	\$117,193	\$106,266	\$97,524	\$84,412	\$72,938
2	\$114,056	\$103,422	\$94,914	\$82,152	\$70,986
1	\$111,004	\$100,654	\$92,374	\$79,954	\$69,086

Director Tier 3

Supervisor Tier 2
RVA Director

Director Tier 2

Early Childhood Director Athletic Director Transportation Director

Supervisor Tier 1
Supervisor of Business Services
Early Childhood Supervisor

Director Tier 1

Food Service Director CTE Director

Article 19

DURATION OF AGREEMENT

This Agreement shall be in full force and effect from April 1, 2025 to June 30, 2026 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate or revise or change the terms or conditions of the Agreement is served by either party upon the other at least sixty (60) days prior to expiration June 30, 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year written below:

THE BOARD OF EDUCATION ROMEO COMMUNITY SCHOOLS COUNTIES OF MACOMB & OAKLAND, MI

TEAMSTERS LOCAL 214 ROMEO DIRECTORS & SUPERVISORS ASSOCIATION

Date: 6/23/25	Date: 6/24/25
By: Rachel Eichhorst, BOE President	By:William L. Hart, Business Agent
By: Katherine Rice, BOE Secretary	By: Jodi Marshell, Steward



LETTER OF AGREEMENT Between the Romeo Community School District and the Teamsters Local 214 Directors/Supervisors

This Letter of Agreement is entered into by and between the Romeo Community School District (hereinafter referred to as the "District") and the Teamsters, Local 214 (Directors/Supervisors Group) Name] (hereinafter referred to as the "Union").

WHEREAS, the parties have a collective bargaining agreement in place; and

WHEREAS, it is recognized that, due to the unique qualifications, certifications, responsibilities and/or tenure in district required of certain positions, the compensation structure of these positions differs from those outlined in the current collective bargaining agreement;

NOW, THEREFORE, the parties agree as follows:

1. Identification of Positions

The following positions shall be governed by this Letter of Agreement with respect to salary structure:

- o Director of Career and Technical Education
- o RVA Supervisor
- o Director of Athletics and Student Activities

2. Work Year Specifications

- o The CTE Director shall have a work year consisting of 195 days plus 5 flex days, to be scheduled in coordination with the Superintendent or designee.
- o The **RVA Supervisor** shall have a work year consisting of **209 days** aligned with the district calendar and as approved by the Superintendent or designee.

3. Salary Structure

The salary for these positions may be set outside of the standard salary schedules as outlined in the collective bargaining agreement and/or may not be subject to proration. This will be determined by the district, in consultation with the Union, based on the factors noted above.

4. Agreement Scope

This Letter of Agreement applies exclusively to the salary structure and work year of the above-named positions. All other terms and conditions of employment, as outlined in the collective bargaining agreement, shall remain in full force and effect unless otherwise modified by mutual agreement.

5. Duration

This Letter of Agreement shall remain in effect for the duration of the current collective bargaining agreement unless modified by mutual written consent of the parties.

EMPLOYEE SERVICES DEPARTMENT – Ms. Julia Butler, Executive Director 316 North Main Street • Romeo, Michigan 48065 | www.romeok12.org | (586) 752-0230 • Fax (586) 752-0216



IN WITNESS WHEREOF, the parties have executed this Letter of Agreement by their duly authorized representatives.

For the District:

Todd Robinson

Superintendent April 11, 2025

Julia Butler

Executive Director of Employee Services

April 11, 2025

For the Union:

William L. Hart

Bill Hart Representative

April 11, 2025

Jodi Marshell Steward

April 11, 2025