

AGREEMENT  
BETWEEN THE  
ROMEO BOARD OF EDUCATION  
and the  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
LOCAL 2614.15  
CHILDCARE  
2022-2025

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THIS AGREEMENT ENTERED INTO THIS 22nd day of August, 2022, 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 Michigan Council #25, 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 Caregiver, Lead Caregiver, School Age Child Care Supervisors, Program Director Pre-School (Teacher – 2 Year Degree), Program Director 2 (Site Manager), Program Director Pre-School Site Manager (Teacher – 4 year degree), G.S.R.P. Teacher, GSRP Paraprofessional. All temporary employees, substitutes and supervisory personnel are excluded.

## **SECTION 3: REPRESENTATION**

- A. 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.
- B. 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. The Employer and the Union agree that there shall be no discrimination against any Employee by reason of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, height, weight, family medical history or genetic information, political affiliation, military service, or other non-merit based factors.
- B. 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.

## **SECTION 6: SUPPLEMENTAL AGREEMENTS**

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

## **SECTION 7: 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.

## SECTION 8: 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 9: 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 Monday through Friday, excluding holidays 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 five (5) working days be reduced to writing and given to the Employee's immediate supervisor. The immediate supervisor shall render the decision in writing within five (5) 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 steward 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 steward 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 10: 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 by notifying the Board of Education through the Office of the Superintendent or Designee and AFSCME Council 25 of their intent to arbitrate. The Superintendent or Designee School Board's designee and a representative from Council 25 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 Council 25 to the American Arbitration Association, within these 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 11: 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 30 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 30 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 12: 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. Preschool Aide
  - c. SACC Caregiver
  - d. Lead Caregiver
  - e. School Age Child Care Supervisors
  - f. Program Director Pre-School (Teacher – 2-year degree)
  - g. Program Director 2 (Site Manager)
  - h. Program Director Pre-School Site Manager (Teacher – 4-year degree)
  - i. G.S.R.P. Teacher
  - j. G.S.R.P. Paraprofessional

## **SECTION 13: SENIORITY LISTS**

- A. Seniority shall not be affected by the race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, height, weight, family medical history or genetic information, political affiliation, military service, or other non-merit based factors.
- B. The seniority lists on the date of this Agreement will show the names and job titles of all Employees entitled to 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 14: 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 15: DISCIPLINARY PROCEDURE**

- A. The Employee 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, vacation, 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 16: 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, provided the Employee had previous seniority in said other classification, 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 than the seniority they held in that classification. 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 has previous seniority and 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 17: 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., or a length of time equal to the bargaining unit member's seniority, whichever is greater.

## **SECTION 18: PROFESSIONAL DEVELOPMENT**

The Union and Management recognize that the Licensing Rules for Child Care Centers, State of Michigan, Department of Human Services, Bureau of Children and Adult Licensing 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. Quality Rating Improvement Scale which requires 24 hours of professional development annually (three (3) hour must be completed annually in special education, excludes SACC employees and is voluntary). 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 is in compliance with all licensing laws as it relates to professional development.

## **SECTION 19: 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 20: 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.
- 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, but not greater than step 4.
- 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 and Union Secretary.

## **SECTION 21: VACANCIES**

- A. A vacancy is defined as a newly created position or a position that has been vacated due to 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 and Union Secretary shall receive postings during the summer months.
- C. Employees interested in a vacancy shall apply on the district website within seven (7) calendar days. Notification in writing shall be made to the selected applicant and those not selected within seven (7) calendar days after the position has been filled. Those not selected will also receive the reason(s) for non-selection. 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.
- F. 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 22: LEAVES OF ABSENCE**

### ***Family Medical Leave***

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.

### **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 23: SICK LEAVE AND PERSONAL LEAVE – G.S.R.P. TEACHERS ONLY**

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. 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.

Employee absent from duty on account of personal illness or other reasons set forth in this article shall be allowed such leave as set forth in this article.

Said employee shall be granted leave for illness and emergencies, as later defined. Sick leave shall be defined as: Personal illness due to an infectious disease, contagious disease, environmental disease, organism defects, and mental disorders. Sick leave shall also include a physical disability caused as a result of an injury, pregnancy, child bearing, and/or quarantine. Sick leave days shall be granted only for the above reasons.

Sick leave shall also be used to provide care for a parent, child, or spouse of a teacher in case of illness or accident. Sick leave days may be used for doctor appointments.

In addition to sick leave days, two (2) days per year shall be granted for personal leave, and shall not be accumulative. 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, or vacation, should not be requested except in an emergency situation.

## **SECTION 24: SICK LEAVE DAYS EXCLUDING G.S.R.P. TEACHERS**

### **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

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 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.

### **PAID MEDICAL LEAVE ACT (PMLA)**

The District will grant up to 40 hours of paid medical leave to be frontloaded on July 1<sup>st</sup> of each year. Paid leave must be used in a minimum of one hour increments. Carryover from year to year of unused leave days shall not be permitted. Employees may take paid medical leave for physical or mental illness, injury, or health condition of the employee or his or her family member, medical diagnosis, care, or treatment of the employee or employee's family member,

preventative care of the employee or his or her family member, closure of the employee's primary workplace by order of a public official due to a health emergency, to care for his or her child whose school or place of care has been closed by order of a public official due to a public health emergency, the employee's or his or her family member's exposure to a communicable disease that would jeopardize the health of others as determined by health authorities or a health care provider. For domestic violence and sexual assault situations, employees may use paid medical leave for any of the following: Medical care or psychological or other counseling, receiving services from a victim service organization, relocation and obtaining legal services, participation in civil or criminal proceeding related to or resulting from the domestic violence or sexual assault.

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

## **SECTION 25: 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, vacation days or, if no leave days are available to employee, unpaid leave days will be granted.

## **SECTION 26: JURY DUTY LEAVE**

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.

## **SECTION 27: 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  
Christmas Eve Day

Christmas Day  
New Year's Eve  
New Year's Day  
Good Friday  
Martin Luther King Day  
Memorial Day  
Labor Day (when students begin school before Labor Day)

To receive holiday pay, the employee must work a full day on their last regular workday before the holiday and work a full day on their first day following the holiday. Approved Personal Leave day is considered a regular workday, except in cases of emergency. In cases of emergency the employees shall be allowed to use their accrued sick days by submitting appropriate medical documentation forms or other documentation to the employer. In extenuating circumstances, the absences may be approved by the Supervisor and the Employee Services Director.

Holiday 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 any given holiday.

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.

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 28: VACATION**

Fifty-two (52) week employees earn five (5) vacation days per fiscal year. Vacation days must be earned in the previous fiscal year (July 1 to June 30). Vacation days must be taken in half-day or full-day increments, and must be submitted to supervisor at least one (1) week prior to the day(s) requested.

## **SECTION 29: PERSONAL LEAVE DAYS – EXCLUDING G.S.R.P. TEACHERS**

Less than 12-month Employees shall receive two paid leave days per fiscal year. Full-year employees (12-month employees) shall receive four (4) leave days per fiscal year. Unused leave days may be carried over from year to year up to a maximum of five (5) leave 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 1<sup>st</sup> following the summer program.

Employees may use PMLA/Personal Leave days during the summer program, Section 24.

Weather Days – when schools are closed because of inclement weather or other emergency causes, the employee may use accumulated PMLA 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 absence 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 30: INSURANCE**

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 R.E.A. bargaining member 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, life insurance and Pak B stipend offered to R.E.A. bargaining member members.

Under Affordable Care Act (ACA) eligibility rules, employees working 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.

Upon application, the Employer will provide single medical insurance coverage for all employees working at least eight (8) 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.

Plans:

1. MESSA Choices \$500/\$1000 deductible with 0% copay
2. MESSA Choices \$500/\$1000 deductible with 20% copay
3. ABC Plan 1 \$1400/\$2800 deductible with 0% copay
4. ABC Plan 1 \$1400/\$2800 deductible with 20% copay

Deductibles are subject to change.

## **SECTION 31: 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. Vacation days taken by employees holding a scheduled 12-month position will also be excluded for perfect attendance purposes.- 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 32: 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 33: CONTRACT DURATION**

- A. This Agreement shall be effective for a period beginning July 1, 2022, and shall continue in full force and effect through June 30, 2025.
- B. Ninety (90) days prior to June 30, 2025, 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 34: 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.

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

COUNCIL 25, INTERNATIONAL UNION OF  
THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

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

By: \_\_\_\_\_  
Paul Long, Staff Representative

By: \_\_\_\_\_  
Anita Banach, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LOCAL UNION 2614, INTERNATIONAL  
UNION OF THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

By: \_\_\_\_\_  
Julia Butler, Director of Employee Services

By: \_\_\_\_\_  
Cheryl Ankoviak, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Renee Sams-Cain, Vice President

Dated: \_\_\_\_\_

**AFSCME CHILD CARE EMPLOYEES SALARY SCHEDULE**  
**SALARY SCHEDULE**  
**APPENDIX A**

<b>CHILD CARE POSITIONS</b>	<b>STEP NO.</b>	<b>2022-2023 RATE</b>	<b>2023-2024 RATE</b>	<b>2024-2025 RATE</b>
Child Care Caregiver Preschool Aide School Aged Child Caregiver	1	\$13.21	\$13.61	\$14.02
	2	\$13.76	\$14.17	\$14.60
	3	\$14.32	\$14.75	\$15.19
	4	\$14.84	\$15.29	\$15.74
	5	\$15.65	\$16.12	\$16.61
	6	\$16.34	\$16.83	\$17.33
	7	\$16.96	\$17.47	\$18.00
	8	\$17.61	\$18.14	\$18.68
Lead Caregiver	1	\$13.84	\$14.25	\$14.68
	2	\$14.40	\$14.83	\$15.28
	3	\$14.97	\$15.42	\$15.88
	4	\$15.54	\$16.00	\$16.48
	5	\$16.24	\$16.73	\$17.23
	6	\$16.92	\$17.42	\$17.95
	7	\$17.56	\$18.09	\$18.63
	8	\$18.23	\$18.78	\$19.34
School Age Child Care Supervisors	1	\$14.57	\$15.01	\$15.46
	2	\$15.18	\$15.64	\$16.11
	3	\$15.77	\$16.24	\$16.73
	4	\$16.38	\$16.87	\$17.38
	5	\$16.98	\$17.49	\$18.02
	6	\$17.64	\$18.17	\$18.72
	7	\$18.32	\$18.87	\$19.43
	8	\$19.02	\$19.59	\$20.18
Program Director Pre-School (Teacher – 2 Year Degree) GSRP Paraprofessional (Two Year Degree)	1	\$15.43	\$15.89	\$16.37
	2	\$16.10	\$16.59	\$17.08
	3	\$16.72	\$17.23	\$17.74
	4	\$17.39	\$17.91	\$18.45
	5	\$17.87	\$18.41	\$18.96
	6	\$18.82	\$19.39	\$19.97
	7	\$19.54	\$20.13	\$20.73
	8	\$20.29	\$20.90	\$21.52
Program Director 2	1	\$17.99	\$18.53	\$19.08

<b>(Site Manager)</b>	<b>2</b>	<b>\$18.47</b>	<b>\$19.02</b>	<b>\$19.59</b>
	<b>3</b>	<b>\$18.93</b>	<b>\$19.50</b>	<b>\$20.08</b>
	<b>4</b>	<b>\$19.44</b>	<b>\$20.03</b>	<b>\$20.63</b>
	<b>5</b>	<b>\$19.90</b>	<b>\$20.50</b>	<b>\$21.11</b>
	<b>6</b>	<b>\$20.43</b>	<b>\$21.04</b>	<b>\$21.67</b>
	<b>7</b>	<b>\$21.21</b>	<b>\$21.84</b>	<b>\$22.50</b>
	<b>8</b>	<b>\$22.02</b>	<b>\$22.68</b>	<b>\$23.36</b>
<b>Program Director Pre-School Site Manager (Teacher - Four Year Degree)</b>	<b>1</b>	<b>\$18.59</b>	<b>\$19.14</b>	<b>\$19.72</b>
	<b>2</b>	<b>\$19.30</b>	<b>\$19.88</b>	<b>\$20.48</b>
	<b>3</b>	<b>\$20.11</b>	<b>\$20.71</b>	<b>\$21.33</b>
	<b>4</b>	<b>\$20.91</b>	<b>\$21.54</b>	<b>\$22.18</b>
	<b>5</b>	<b>\$21.72</b>	<b>\$22.37</b>	<b>\$23.04</b>
	<b>6</b>	<b>\$22.58</b>	<b>\$23.25</b>	<b>\$23.95</b>
	<b>7</b>	<b>\$23.44</b>	<b>\$24.14</b>	<b>\$24.87</b>
	<b>8</b>	<b>\$24.33</b>	<b>\$25.06</b>	<b>\$25.82</b>
<b>Great Start Readiness Program Teacher</b>	<b>1</b>	<b>\$41,500.00</b>	<b>\$41,500.00</b>	<b>\$41,500.00</b>
	<b>2</b>	<b>\$43,741.00</b>	<b>\$43,741.00</b>	<b>\$43,741.00</b>
	<b>3</b>	<b>\$46,103.01</b>	<b>\$46,103.01</b>	<b>\$46,103.01</b>
	<b>4</b>	<b>\$48,592.58</b>	<b>\$48,592.58</b>	<b>\$48,592.58</b>
	<b>5</b>	<b>\$51,216.58</b>	<b>\$51,216.5</b>	<b>\$51,216.50</b>
	<b>6</b>	<b>\$53,982.27</b>	<b>\$53,982.27</b>	<b>\$53,982.27</b>
	<b>7</b>		<b>\$55,061.92</b>	<b>\$55,061.92</b>
	<b>8</b>			<b>\$56,163.15</b>

Salary increases will occur on the first student day of school for 2022-2023, 2023-2024, and 2024-2025 school years.

**2022-2023**

7% on schedule increase and one (1) full step advancement for all eligible AFSCME Childcare employees (excluding G.S.R.P. teachers). G.S.R.P. teachers have a restated salary schedule and all eligible employees receive one (1) full step advancement.

**2023-2024**

3% on schedule increase and one (1) full step advancement for all eligible AFSCME Childcare employees (excluding G.S.R.P. teachers). G.S.R.P. teachers have a restated salary schedule and all eligible employees receive one (1) full step advancement.

**2024-2025**

3% on schedule increase and one (1) full step advancement for all eligible AFSCME Childcare employees (excluding G.S.R.P. teachers). G.S.R.P. teachers have a restated salary schedule and all eligible employees receive one (1) full step advancement.

