

Master Agreement
between
Richmond Community Schools
Board of Education
and
Secretarial Unit
Teamsters State, County and Municipal Workers
Local 214

July 1, 2020 to June 30, 2024
06-28-2021 Contract Extension to June 30, 2025

NON-DISCRIMINATION STATEMENT

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education amendments of 1972, Section 504 of Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disability Act of 1990, and Elliott-Larsen Civil Rights Act of 1977, it is the policy of the Richmond Community School District that no person shall, on the basis of race, color, religion ,military status, national origin or ancestry, sex (including sexual orientation), disability, age (except as authorized by law,) height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to, discrimination during any program, activity, service or employment. Inquiries related to any nondiscrimination policies should be directed to the Superintendent, 35276 Division Road, Richmond, MI 48062 (586) 727-3565.

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PREAMBLE

This agreement, entered into this 10 day of August, 2020, by and between the Richmond Community Schools, hereinafter referred to as the "Employer", and Teamsters State, County and Municipal Workers Local 214, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union", shall:

ARTICLE 1 - PURPOSE AND INTENT

Set forth the terms and conditions of employment and promote orderly and peaceful labor relations for the mutual interest of the Employer, employees, Union and community.

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between all parties to, and at all levels of, this Agreement.

The parties agree that no grievance may be filed, processed or arbitrated under this Article.

ARTICLE 2 - RECOGNITION

Pursuant to authority vested in the Michigan Employment Relations Commission, it is hereby certified that Teamsters State, County and Municipal Workers Local 214 has been designated and selected by a majority of employees of the named Employer, in the unit described below, as their representative for the purposes of collective bargaining, and that, pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, Teamsters Local 214 is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

UNIT Membership: All secretaries, excluding the Community Liaison and Public Relations Secretary.

ARTICLE 3 - UNION MEMBERSHIP

Employees are free to join or not join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union application form.

Membership in the union is not compulsory, regular employees have the right to join, maintain, or discontinue their membership in the union in accordance to the application form.

Neither the employer nor the union shall put any pressure upon or discriminate against any employee with regard to employees who decide to join or not join the union.

It is further understood and agreed the Employer will not be required to represent or provide representation for any employee who has a dispute with the union.

ARTICLE 4 - NO STRIKE -NO LOCKOUT

The Union agrees that for the life of this Agreement there shall be no strikes, slow-downs, or interference with the Employer's ability to provide service to the community. Informational picketing is allowed in a manner allowed by law. The Employer agrees there shall be no lock-outs during the term of this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

It is recognized that the management of the District, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the District. Other rights and responsibilities not abridged by this Contract shall belong solely to the District and are hereby recognized. Said rights shall include, by way of example and not by way of limitation, the following:

- A. The right to decide the number and locations of its facilities, departments, etc.; work to be performed within the unit; the right to discontinue jobs; all the decisions regarding maintenance and repairs, amount of supervision necessary; methods of operation; scheduling of hours, manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the District's operations.
- B. Further, the parties recognize the District's managerial rights including the right to--select and direct the work force, to decide the number of employees, to hire, suspend, discipline or discharge employees for just cause; assign work within the unit; promote or transfer employees; to decide employees' qualifications; to determine the amount of overtime to be worked, if any; the right to make necessary rules and regulations governing employee conduct and safety; and to relieve employees from duty because of lack of work or other reasons; is vested exclusively in the District, subject only to the provisions of this Agreement as set forth herein.
- C. The District's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise or such function or right in a particular way shall not be deemed a waiver of its managerial prerogative set forth herein or as provided by law or constitute a binding past practice, or preclude the District from exercising these managerial prerogatives and

rights unless in conflict with the express provisions of this Agreement. While recognizing these rights, the Union does not waive the right to make its views known to the District prior to the time changes in management practices are made. The preceding sentence does not require the District to negotiate management decisions which are covered by this Article.

ARTICLE 6 - UNION RIGHTS

Section 1.

With advance notice to and permission from the District's administration, which shall not be unreasonably withheld, authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

Section 2.

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3.

When an employee is required by the Employer to provide his/her own transportation to and from a job location, he/she shall receive mileage based upon the Internal Revenue Service standard mileage rate in effect at the time. The Employer will provide transportation wherever possible.

Section 4.

No member of this unit shall be required to do work outside the concept of his/her classification, nor shall any other employee perform duties which are outside the concept of her classifications covered by this Agreement, except under emergency conditions (as defined in this Agreement) and except in those cases where the duties performed which fall within the concept of a classification covered by this Agreement are not the primary function. The concept of the classifications are described in the classification specifications.

It is understood by the parties that every incidental duty connected with operations is not always specifically described or enumerated in the job description or the classification specifications.

Section 5.

A classification may not be removed from the Teamsters bargaining unit by merely changing the title or for the purpose of undermining the Union.

Section 6.

Any alleged violation of Union rights in this Article, is subject to an immediate hearing of the pre-arbitration panel after Step 3 of the Grievance Procedure has been completed.

ARTICLE 7 - EXTRA CONTRACT AGREEMENTS

The Employer, for the life of this Agreement, agrees not to enter into any agreement with any other labor organization with respect to wages hours or working conditions of any employee or employees covered by this Agreement, nor will the Employer solicit, aid or encourage any other labor organization in regards to this employee group.

The Employer further agrees not to enter into any agreement with individual employees or group of employees, which in any way is inconsistent with this Agreement or circumvents its obligation of collective bargaining with the Union.

ARTICLE 8 - NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices in the area of Civil Rights.

Accordingly, both parties reaffirm by this agreement the commitment not to discriminate on the basis of race, color, national origin, sex (including sexual orientation), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category (collectively, "Protected Classes"), except where based on a bonafide occupational qualification.

Grievances brought under this Article of the contract may not be advanced beyond the Board level, i.e., may not proceed to arbitration. Nothing contained herein shall, however, be construed to limit the employees' rights to seek redress for alleged acts of discrimination state or federal law.

ARTICLE 9 - DEFINITION OF EMPLOYEES

A full-time employee shall be as defined by the Affordable Care Act (average of 30 hours a week, or 130 hours a month).

A part-time employee shall be as defined by the Affordable Care Act (less than 30 hours a week).

It is understood that the District will pay the employer's portion of retirement, worker's compensation insurance, social security costs, and all other legally required contributions for bargaining unit employees.

Should the Affordable Care Act be amended or repealed, the Union and District agreed to bargain the language in Article 9, Article 19, Section 1, and Article 24 as it pertains to hours and Health benefits for full-time and Part-time employees.

ARTICLE 10 - CHIEF STEWARD

The Union shall designate in writing to the Employer and the membership, the name of the Steward it wishes to serve as Chief Steward and the name of the person it wishes to serve as the Alternate Chief Steward to serve in the absence of the Chief Steward.

The Chief Steward shall:

1. Have the right to investigate and present class action grievances. Provided, the right to investigate grievances or perform any other functions of Chief Steward, or alternate to the Chief Steward shall be on the employee's time or may be on the Employer's time only in the event of prior permission of the Superintendent.
2. Be present at all Step 3 grievance hearings.
3. Be present at all disciplinary hearings. If at the hearing, the employee requests that the Steward be excused then the steward's presence shall be waived.

ARTICLE 11 - RELEASE TIME FOR STEWARDS

Upon requesting and receiving permission from the Superintendent, the Steward may have time off without loss of pay to:

1. Investigate, process and present grievances.
2. Attend special conferences with the Employer.
3. Attend all contract negotiations with the Employer.
4. Attend all administrative disputes regarding the Employer and the Union.

Should such meetings go beyond the employees' regular quitting time, the Employer shall not be obligated to pay overtime.

The Union understands that such release time is a privilege and not to be abused.

ARTICLE 12 - GRIEVANCE / ARBITRATION PROCEDURE

A. Definitions:

1. A "grievance" is a complaint for an employee in the bargaining unit, or by the Union in its own name, based on an alleged violation, misinterpretation, or misapplication of one or more of the expressed provisions of this Agreement. Every grievance must allege a violation, misinterpretation or misapplication of a specific article and section of this

Agreement which is alleged to have been violated in order for the grievance to be acceptable for processing under the grievance procedure.

2. The Grievant is the employee making the claim.

B. Purpose:

1. The primary purpose of this procedure is to secure, at the lowest possible level equitable solutions to grievances.
2. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. The parties agree to exchange all information and documentation and cite all Article violations prior to or at the 3rd Step hearing.

C. Structure:

The Superintendent shall be the Board's administrative representative when a grievance arises up to Step 4.

D. Procedure:

The number of days indicated at each level is considered as maximum and every effort will be made to expedite the process. The time limits may be extended or reduced by mutual consent in writing.

Step 1 -Informal Conference: An employee with a grievance shall discuss it with the immediate Supervisor within fourteen (14) calendar days of the date that the employee knew or should have known of the event giving rise to the grievance (not including days that occur during the December holiday, Spring or summer break) and state that the discussion is a grievance. A sincere attempt will be made by both parties to reach an amicable resolution of the grievance.

Step 2 -Formal Step - Supervisor:

- A. If the employee is not satisfied with the results of the informal discussion, the employee shall place the grievance in writing and present it to the designee of the superintendent within seven (7) calendar days following the informal conference.
- B. The employee may again meet with the supervisor and discuss the matter, alone or together with the employee's union representative. The supervisor shall also have the right to have another representative present.
- C. A written and signed disposition of the grievance shall be made within seven (7) calendar days by the supervisor.

Step 3 - Superintendent of Schools and Union

If the grievance has not been resolved, it shall be presented by the Steward in writing, to the Superintendent within fourteen (14) calendar days after the supervisor response is received. A meeting will be rescheduled within seven (7) calendar days between the Teamster Business Agent, Steward, and Superintendent in an attempt to resolve the issue. The Superintendent shall render a decision in writing, within fourteen (14) calendar days of the meeting.

Step 4 – Board of Education

1. If the answer at Step 3 is not satisfactory and the Union wishes to carry it further, the Union shall have seven (7) calendar days from date of the receipt of the Superintendent's answer in which to submit the grievance to the Board of Education for its review and disposition. The grievance shall be identified as an agenda item at the next regularly scheduled Board meeting, but not sooner than fourteen (14) calendar days after the Superintendent's Step 3 answer. If permitted under the Open Meetings Act, the grievance, at the option of the Grievant, may be heard in closed session provided written notice of that election is provided to the Superintendent or designee, at least seven (7) calendar days before the Board meeting.
2. If the grievant involves a disciplinary action or discharge, the District's administration shall present its position concerning the grievant first. Otherwise, the grievant or representative shall present its position concern the grievance first. In all cases, the other party shall present its response to the Board.
3. The Board will issue its decision not later than the conclusion of the next regularly scheduled Board meeting.

Step 5 – Arbitration

1. If the Answer at Step 4 is not satisfactory and the Union wished to carry it further, the Union shall have fourteen (14) calendar days from the date of receipt of the Board's Answer in which to submit the grievant to binding arbitration in accordance with the procedures set forth below or to Teamsters Local 214's Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within ninety (90) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have seven (7) calendar days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within seven (7) calendar days it will be considered closed on the basis of the last disposition.

2. After the written notice submission to arbitration, an Arbitrator shall be selected through the Federal Mediation and Conciliation Service in accordance with its rules which shall likewise govern the arbitration proceedings.
3. The Arbitrator so selected will hold hearings promptly and will decide the grievance not later than thirty (30) calendar days from the date of the close of the hearings, or, if all arguments have been waived, then from the date the final statements and proofs are submitted to him/her.
4. Arbitrability: The following matters shall not be arbitrable and shall not be subject to arbitration:
 - a) Any grievance based on the statement of The Purpose and Intent of the Parties Article 1 of the Contract and any grievance based on Article 8 “non-Discrimination”.
 - b) Any matters which are not arbitrable under the specific provisions of this Agreement.
5. Arbitrators Powers and Authority:
 - a. The Arbitrator shall be empowered, except as limited herein, after an evidentiary hearing, to make a decision in cases of alleged violations, misinterpretations or misapplications of a specific article and section of this Agreement. The Arbitrator shall also have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The Arbitrator shall also have no power to establish salary scales, change any salary figures in this Agreement or increase or change any staffing requirements as established by the District.
 - b. The Arbitrator's power shall be limited to deciding whether the District has violated a specific article or section of this contract. It is agreed the Arbitrator shall have no power to change any practice, policy or rule of the District through substituting his/her judgment for that of the District as to the reasonableness of any practice, policy, rule or any action taken by the District. The Arbitrator shall have no power to enforce any past practice of the District wherein the District has decided to terminate a past practice provided that the District has given advance notice to the Union of its termination of said past practice.
 - c. The Arbitrator shall have the power to render a monetary award that provides to a grievant compensation he/she would have received under this Agreement. However, the Arbitrator shall have no power to make a monetary award that provides for compensation not specifically provided for in this Agreement. The Arbitrator shall have no power to award consequential or other damages, interest or attorney fees.

- d. In rendering the decision of the grievance, the Arbitrator shall give full recognition to all management rights of the School District and the Arbitrator shall have no power to overturn any management decision of the District unless such decision is found to be arbitrary or capricious.
 - e. The Arbitrator shall not base his decision upon any claimed violation of State or federal law.
 - f. The Arbitrator's decision shall be submitted in writing and shall set forth his findings as to the facts and his interpretation of the contract.
 - g. If an Arbitrator in rendering an award exceeds the authority specifically delegated by this contract, the award shall be unenforceable if so determined by a court of competent jurisdiction.
6. The decision of the Arbitrator, if within the scope of his authority, as above set forth, shall be final and binding.
7. The fees and expenses of the Arbitrator shall be shared equally by both parties.

E. Rights of Employee to Representation:

- 1. Any grievant(s) may be represented by the Union at all meetings and hearings at any level of the grievance procedure.
- 2. The Union shall have the right to be present and to state its views at the adjustment of the grievance.
- 3. Only the Union or designee may present the grievant in arbitration

F. Miscellaneous:

- 1. A grievance may be withdrawn or settled at any level. Withdrawal or settlement of the grievance shall terminate the grievance and the grievance procedure and the aggrieved person or persons shall not be permitted to further continue the same.
- 2. Decisions rendered at all levels shall be in writing and shall be promptly transmitted to the grievant and the Union.
- 3. No reprisals of any kind shall be taken by or against any grievant(s) or any participant in the grievance procedure by reasons of such participation.
- 4. No document, communication, or record dealing with a grievance shall be filed in the personnel file of the grievant unless allowed by law

5. All information and records pertaining to the grievance shall be made available to the Board and the Union upon written request.
6. Failure of the aggrieved person or Union to comply with the foregoing procedures cancels the grievance.
7. Grievances shall be processed outside of regular school hours unless mutually agreed to by all parties.
8. The time requirements herein specified are deemed to be of the essence in this article.
1. Expiration of Agreement

Notwithstanding the expiration of this Agreement, any claim or grievance which arose during the term of this Agreement shall be processed through the grievance procedure until resolution.

ARTICLE 13 - SENIORITY

Section 1

Upon completion of his/her probationary period, the employee will be considered to have seniority computed from the first work day. An employee's seniority is the length of service acquired and shall start and accumulate from the most recent date of hiring of said employee within the bargaining unit. However, longevity, vacation accumulation, and sick leave accumulation will be calculated in accordance with District seniority (i.e. total seniority with the District regardless of position). Beginning July 1, 2020, longevity, vacation accumulation, and sick leave accumulation will be calculated in accordance with bargaining unit seniority for new hires.

Section 2

A person transferring from a position represented by a different union or one which is outside the bargaining unit within the school district shall not carry his/her seniority to this bargaining unit.

Section 3

An employee shall lose his seniority for the following reasons only:

1. The employee resigns.
2. The employee is discharged.
3. Retirement under the Michigan Public School Employees Retirement System.

ARTICLE 14 - LAYOFFS

Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar day notice of layoff. The Union shall receive a list of employees to be laid off on the same date as the notices are issued to the employees being laid off.

Prior to the laying off of any regular employee, all temporary, part-time, seasonal and probationary employees shall be laid off.

Layoffs of regular employees shall be based on bargaining unit seniority (i.e., last hired, first laid off)

Recall shall be in the inverse order of the above.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report to work within fourteen (14) calendar days from the date of the receipt of notice or recall, his/her employment shall be considered terminated.

Recall rights shall last for two (2) years.

ARTICLE 15 – SUBSTITUTES, VACANT POSITIONS, PROBATION (CURRENT EMPLOYEES)

Section 1: Secretaries shall utilize the District's attendance system (e.g. WillSub, Frontline, Red Rover, etc.) to document absences and for the arrangement of substitutes (if applicable).

Section 2: A vacant position is a current position vacated by an existing staff member which the Board of Education plans to continue or a new position established by the Board or a temporary position exceeding ninety (90) calendar days due to student or District needs.

It is the preference of the District to fill vacant position with qualified applicants from within the organization. However, it is sometimes necessary or desirable to employ persons from outside the school staff for positions.

- A. When a vacant position becomes available, it shall be posted internally and externally for a minimum of seven (7) calendar days prior to filling the job. Internal applicants shall be considered prior to the consideration of external applicants but the District reserves the right to interview all job applicants before selecting the person to be hired.
- B. Employees interested in applying for the vacant position in response to a posting, must submit that request in writing to the Superintendent within the deadline provided on the posting.
- C. When current employee fills a vacant position, he or she will be on a probation for a period of ninety (90) calendar days and will receive pay in accord with the salary schedule. The

pay grade will be adjusted, if appropriate, upward during this period. At any time during this ninety (90) calendar day probation period the employee may be returned to his/her former position with reason from their supervisor and approval of the Superintendent. While the employee is on probation, the position formerly held by the employee may be filled by temporary personnel during the probationary period. During the probationary period, an employee may return to their former position either by choice or involuntarily. If an employee is returned to his/her former status after the probationary period, there is no guarantee of placement in his/her previous location.

Probationary period does not include days during the December Holiday break, Spring Break, or summer recess.

ARTICLE 16 – PROBATION – NEW EMPLOYEES

All new employees of the School, both full and part-time, are subject to a probationary period of ninety (90) calendar days. During the probationary period, employees are under continuous observation and evaluation. The probationary period may be extended thirty (30) calendar days if needed. Probationary employees do not have recourse to the grievance procedures.

Probationary period does not include days during the December Holiday break, Spring Break, or summer recess.

Upon satisfactorily completing the probationary period, the employee shall take a place on the appropriate seniority list.

The probationary employee shall begin to receive all benefits at the conclusion of their probationary period, including health care if they meet the required qualified hours of work, unless probationary period is extended.

ARTICLE 17 - EMPLOYEE EVALUATION

All bargaining unit employees shall be evaluated annually by the employee's last work day of the school based on current School year's performance. The evaluation instrument shall be at the sole discretion of the district.

The overall annual evaluation of an employee shall be either highly effective, effective, minimally effective or ineffective.

ARTICLE 18 - SAFETY

The Union and the Employer agree that safety is a major priority and that proper safety equipment and procedures shall be used at all times. To assure that these procedures are being followed, the parties agree that there may be periodic safety meetings. These meetings shall be requested in

advance by either party with the presentation of an agenda of concerns to be discussed. No more than two (2) designated representatives of the Union and no more than two (2) of management shall attend.

ARTICLE 19 - WORK SCHEDULE

Section 1.

The regular work day shall be no more than eight (8) hours per day with no lunch break or eight and one-half (8 ½) hours per day, with a one-half (1/2) hour unpaid lunch, during a five (5) day work week.

During the summer months, as determined by the Superintendent, the regular workday shall be no more than ten (10) hours per day with no lunch break or ten and one-half (10 ½) hours per day, with a one-half (1/2) hour unpaid lunch, during a four (4) day work week.

The regular work week for a part-time employee shall be less than thirty (30) hours with a one-half (1/2) hour unpaid lunch.

Section 2.

Building/Department Secretaries' work calendar shall begin on the Monday, three (3) weeks prior to Labor Day and end seven (7) calendar days after the last student day.

During the school year, if it becomes necessary for the Superintendent or his/her designee to alter the work calendar and/or hours of an employee or employees, the Superintendent or his/her designee shall notify the affected employees of the altered schedule and provide seven (7) calendar days prior to the altering of the employee's work schedule.

Employees may be required to work additional hours or days to complete an assignment or project beyond their normal scheduled hours or work calendar.

In cases of emergencies, employees shall return to work when requested by the Superintendent or his/her designee.

Section 3.

Any employee reporting for work during his/her regularly scheduled working hours who is sent home through no fault of his/her own shall be paid a minimum of two (2) hours of work. The same shall be true of any employee called back outside of his/her regular work hours.

Section 4.

Employee work schedules may be modified during the week of conferences beyond the regular work day for full-time employees and work week for part-time employees but not to exceed forty (40) hours unless approved by the Superintendent or his/her designee.

ARTICLE 20 - OVERTIME

Section 1

Overtime shall be defined as hours worked beyond forty (40) hours per week. Holiday, vacation, personal, and sick leave time hours shall not be calculated in the forty (40) hour work week.

Section 2

No overtime may be worked without the prior authorization of the Supervisor or his/her designee. All overtime hours worked are to be accurately reflected on the time management system or protocol (e.g. Timeslip) utilized by the District.

Section 3

Overtime shall be paid at time and one-half (1 ½).

ARTICLE 21 - GENERAL

Section 1

The Board agrees to furnish to the Union, in response to reasonable requests, financial information of the District for collective bargaining together with information which may be necessary for the Union to process any grievance or complaint.

Section 2.

Employees shall be entitled to full rights of citizenship and no political or religious activities, or lack of it, shall be grounds for any discipline or discrimination with respect to employment.

Section 3.

Reprimands, warnings and discipline for any infraction of rules, delinquency in performance, or misconduct, are sometimes necessary. An employee receiving a reprimand, warning or discipline has the right to defend herself/himself by discussing it with the appropriate administrator before action is taken. The employee may have a Union representative present upon her/his request.

Section 4.

Any case of assault upon an employee which has its inception in a school centered problem shall be reported immediately, in writing, to the Superintendent or his designated representative. If the employee was not at fault and acted in accord with Board Policy, the Board will provide legal counsel, if not provided through the district's insurance provider, to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities if litigation arises and the District's errors and omissions policy does not provide coverage. The use of corporal punishment shall be governed by Section 1312 of the Revised School Code and Board Policy.

If any employee is complained against or sued as a result of any action taken by the employee while in proper performance of his/her duties for the Board of Education, the Board will provide

legal counsel and render all necessary assistance to the employee in his/her defense, if the District's errors and omissions policy does not provide coverage.

Time lost by an employee in connection with any incident mentioned in this Article shall not be charged against them.

Section 5.

Pursuant to the Local Government and School District Fiscal Accountability Act, being Public Act 4 of 2011, an emergency financial manager may be appointed to the district if the district is considered to be in financial stress for a reason delineated in Section 13 (30 of Public Act 4 of 2011.

If an emergency financial manager is appointed to the district, the emergency financial manager shall have the authority to reject, modify, or terminate this CBA. An emergency manager's decision to reject, modify or terminate this agreement is a prohibited subject of bargaining.

ARTICLE 22 – LEAVES

Section 1.

Employees shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of personal illness subject to the following conditions:

- A. Employees shall be granted one (1) day of leave per month of service in the Richmond Community Schools, unused portions of which shall annually accumulate up to one hundred twenty (120) days until termination of employment. For the first year, new hires will receive one (1) sick leave day per month to be added to their sick leave amount at the end of the month. After five (5) years of continuous service, any employee retiring under state retirement plan or terminating employment shall receive one-third (1/3) of their unused sick days at their daily rate up to a maximum of ninety (90) days.
- B. The total number of days of absence an employee is entitled to during the ensuing school year shall be credited to his/her account on the first day that her duties begin during that fiscal year, except new hires as noted above.
- C. Employees shall be eligible to participate only during the effective days of valid employment between the employee and the Board of Education.
- D. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with the Richmond Community Schools shall not be deducted from accumulated allowable days of absence providing the employee files at the Superintendent's office within three (3) days of the date of injury a statement from her doctor stating the number of days she will be unable to work.

- E. Absences resulting from a major personal injury arising out of and in the course of employment with the Richmond Community Schools which entitles the injured employee to compensation under the provisions of the Worker's Compensation Act, shall not be charged against allowable sick leave until the thirtieth (30th) consecutive day of absence. Commencing with the thirty-first (31st) day, allowable days of absence shall be charged only for that portion in excess of the compensation payment. The School District shall supplement the Worker's Compensation check with an amount sufficient to equal the regular salary for a period not to exceed the accumulated allowable days of absence providing all Worker's Compensation checks covering the period from the date of the injury to the expiration of the accumulated allowable days of absence are turned in to the Superintendent's office for recording.
- F. Employees may be requested to submit a statement from the attending physician for absences of more than five (5) continuous duty day absences. If a statement from another physician or clinic other than the one from the attending physician is required, the cost of such examination shall be paid by the Board of Education.
- G. Accumulated allowable days of absence shall not be retroactive except for those days already credited to an employee's account on the effective date of this Agreement.
- H. An employee who has used their accumulated sick leave may apply vacation time for the period of the illness, and when this is gone, may request the Board of Education for a paid leave of absence not to exceed twelve (12) days. The Board's decision shall not be grievable

Section 2.

Employees shall be permitted to be absent from the duties with the Richmond Community Schools without loss of pay because of illness in the immediate family subject to the following considerations:

- A. A maximum of one (1) year's accumulation each year, chargeable against total days of absence shall be permitted. Unused days shall not accumulate.
- B. The "immediate family" shall be defined as the employee's spouse, children, grandchildren, father or mother of either spouse, grandparent of either spouse, brother, sister, brother-in-law, sister-in-law, any other person acceptable as an exemption on the employee's income tax or any person who makes his home with the employee and in the judgment of the Superintendent is emotionally dependent on the employee as a member of the household.
- C. Absence shall be considered as necessary only when no other arrangements for care are possible.
- D. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the person requiring care.

- E. In all cases, "other arrangements" are considered possible within three (3) days after the emergency.
- F. Employees shall be permitted to be absent from their duties without loss of pay or leave days because of mumps, scarlet fever, measles, or chicken pox for up to ten (10) days.

Section 3.

Employees shall be permitted to be absent from their duties without loss of pay for reasons of personal business subject to the following conditions:

- A. A maximum of three (3) days each year not chargeable against accumulated allowable days of absence shall be granted. A request for business leave documentation must be filled out to obtain the third day. Unused days shall not accumulate.
- B. Personal business shall be defined as business that requires the presence of the employee and reasonably cannot be conducted at any time other than during the working day.
- C. Absences because of personal business may be granted by the principal or supervisor.
- D. Absences because of personal business shall be approved in advance. Exceptions may be made only in cases of emergency.
- E. Request for absence because of activities arising out of employment other than with the Richmond Community Schools, or as a result of membership in organizations shall not be approved.

Section 4.

Employees shall be permitted to be absent without loss of pay for reasons of death in the immediate family subject to the following conditions:

- A. The "immediate family" shall be the same as that described in Section 2-B, of this Article.
- B. A maximum of five (5) days for each occurrence, not chargeable to accumulated days of absence, shall be granted. Unused bereavement days shall not accumulate or compensate.
- C. If the employee works on the day of death, the days allowed shall not include the day of death but shall begin with the first day following the day of death.
- D. If the day of death is a scheduled work day and the employee does not work that day, the days allowed begin with and include the day of death.

- E. The Superintendent may extend these provisions in instances when in his/her judgment the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.
- F. If the day of death occur during a scheduled school break and the five (5) days of bereavement occur prior to the return from break, then the employee is not entitled to bereavement days.

Section 5.

Absence for jury service by an employee shall not be chargeable to the sick leave or personal leave allowance and the School District will pay the difference in salary between his/her daily salary and any fee he/she is paid for jury duty. The employee shall be required to provide the district documentation of any income received as a result of jury duty.

Section 6.

A military leave of absence that is required by law shall be granted to any employee who shall be inducted or shall enlist for military duty in lieu of induction in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as she would have been had she worked during such period.

Section 7.

The Board may grant leaves for reasons other than those previously stated. The granting of such leaves shall be based upon written application stating the need for leave, the requested duration of the leave, and any supporting documentation. Leaves of absence without pay during the school year may be granted only if adequate substitutes are available and only if such absence from duty will not be detrimental to the clerical program. The Board's refusal to grant leave under this provision shall not be grievable.

Section 8.

A leave of absence is considered a break in service for seniority purposes.

Section 9.

Accumulated allowable days of absence shall be maintained but shall not accrue during the periods of the leave.

ARTICLE 23 – HOLIDAYS

Section 1.

The following shall be considered as paid holidays:

- July 4th (for 12 month employees)
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve

Christmas Day
New Year's Eve
New Year's Day
Good Friday
Memorial Day

Section 2.

If the holiday falls on a Saturday, Friday will be considered as the holiday. If the holiday falls on a Sunday, Monday will be considered as the holiday.

Section 3.

An employee shall be eligible for holiday pay if he/she works his/her last scheduled work day prior to the holiday and the next scheduled work day following the holiday, unless excused by the Superintendent or his/her designee, or is on authorized vacation, sick leave, jury duty day, bereavement leave, or personal day.

ARTICLE 24 - INSURANCE PROTECTION

Section A.

The following shall only apply to employees who were considered part-time prior to July 1, 2015 or employees hired after July 1, 2015.

1. The Board shall offer full-time employees, as specified in Article 9, single subscriber Blue Cross and Blue Shield of Michigan SB PPO or BCBS of Michigan SB PPO Health Savings Account (HSA) or equivalent health insurance. The employee shall pay:

For the 2021-22 school year: any amount over the legislative "Hard Cap" or 75% of the percentage of "affordability," as defined by the Affordable Care Act, whichever is greater.

For the 2022-23 school year: any amount over the legislative "Hard Cap" or 50% of the percentage of "affordability," as defined by the Affordable Care Act, whichever is greater.

For the 2023-24 school year: any amount over the legislative "Hard Cap" or 25% of the percentage of "affordability," as defined by the Affordable Care Act, whichever is greater.

For the 2024-25 school year: any amount over the legislative "Hard Cap".

The Employee may elect to for the District to prefund the HSA portion of the ABC Plan up to 100% family of the deductible per year, beginning January 1st of each calendar year, however the HSA portion is an advance and is the Employee ultimate responsibility. Should the Employee-Employer relationship terminate prior to the Employee repaying the prefunded portion of the HSA, the remaining amount owed shall be withheld from the

employee's last check.

In addition, employees shall receive:

Dental - The District shall pay 60% of premium and the Employee shall pay 40% of premium.

Vision - The District shall pay 60% of premium and the Employee shall pay 40% of premium.

Term Life Insurance in the amount of \$15,000.

Accidental Death & Dismemberment in the amount of \$15,000.

Long Term Disability Insurance will be provided after the expiration of ninety (90) calendar days. Benefits shall be at sixty-six and two-thirds percent (66 2/3%) of salary to a maximum benefit of \$3,600 (Max monthly salary of \$5,400).

2. If an eligible employee, who was considered part-time prior to July 1, 2015 or employees hired after July 1, 2015, decides to "opt-out" from health benefits, the Board shall compensate the employee one thousand seven hundred and fifty (\$1,750) dollars for that fiscal year. This compensation may be paid out directly to the employee or may be contributed to the annuity of their choice. The payment shall be made to the employee on the last pay-period of the end of the health care plan year.

For example:

- If the "administrative plan year" is from January 1st through December 31st, then the *cash in lieu* payment would be paid on the last pay in December.
- If the plan "administrative plan year" is from July 1st through June 30th, then the *cash in lieu* payment would be paid on the last pay in June.

In addition, employees shall be provided the following:

Dental - The District shall pay 60% of premium and the Employee shall pay 40% of premium.

Vision - The District shall pay 60% of premium and the Employee shall pay 40% of premium.

Term Life Insurance in the amount of \$35,000.

Accidental Death & Dismemberment in the amount of \$15,000.

Long Term Disability Insurance will be provided after the expiration of ninety (90) calendar days. Benefits shall be at sixty-six and two-thirds percent (66 2/3%) of salary to a maximum benefit of \$3,600 (Max monthly salary of \$5,400).

3. If an eligible employee, who was considered part-time prior to July 1, 2015 or employees hired after July 1, 2015, decides to “opt-out” from health benefits and dental and vision, the Board shall compensate the employee one thousand eight hundred and seventy-five dollars (\$1,875) dollars for that fiscal year. This compensation may be paid out directly to the employee or may be contributed to the annuity of their choice. The payment shall be made to the employee on the last pay-period of the end of the health care plan year.

For example:

- If the “administrative plan year” is from January 1st through December 31st, then the *cash in lieu* payment would be paid on the last pay in December.
- If the plan “administrative plan year” is from July 1st through June 30th, then the *cash in lieu* payment would be paid on the last pay in June.

In addition, the Employee shall be provided the following:

Term Life Insurance in the amount of \$35,000.

Accidental Death & Dismemberment in the amount of \$15,000.

Long Term Disability Insurance will be provided after the expiration of ninety (90) calendar days. Benefits shall be at sixty-six and two-thirds percent (66 2/3%) of salary to a maximum benefit of \$3,600 (Max monthly salary of \$5,400).

Section B.

The following shall only apply the employee hired prior to July 1, 2015, considered full-time prior to July 1, 2015 AND considered full-time after July 1, 2015:

1. The Board shall offer the full-time equivalent (FTE) employee, as specified in Article 9, full-family Blue Cross and Blue Shield of Michigan SB PPO or BCBS of Michigan SB PPO Health Savings Account (HSA) or equivalent health insurance. The employee shall pay any amount over the legislative “Hard Cap”.

In addition, the employee shall receive:

Dental - The District shall pay 60% of premium and the Employee shall pay 40% of premium.

Vision - The District shall pay 60% of premium and the Employee shall pay 40% of premium.

Term Life Insurance in the amount of \$15,000.

Accidental Death & Dismemberment in the amount of \$15,000.

Long Term Disability Insurance will be provided after the expiration of ninety (90) calendar days. Benefits shall be at sixty-six and two-thirds percent (66 2/3%) of salary to a maximum benefit of \$3,600 (Max monthly salary of \$5,400).

The employee may elect to for the District to prefund the HSA portion of the ABC Plan up to 100% family of the deductible per year, beginning January 1st of each calendar year, however the HSA portion is an advance and is the Employee ultimate responsibility. Should the Employee-Employer relationship terminate prior to the Employee repaying the prefunded portion of the HSA, the remaining amount owed shall be withheld from the employee's last check.

2. If the eligible FTE employee decides to "opt-out" from health benefits, the Board shall compensate the employee three thousand five hundred dollars (\$3,500) for that fiscal year. This compensation may be paid out directly to the employee or may be contributed to the annuity of their choice. The payment shall be made to the employee on the last pay-period of the end of the health care plan year.

For example:

- If the "administrative plan year" is from January 1st through December 31st, then the *cash in lieu* payment would be paid on the last pay in December.
- If the plan "administrative plan year" is from July 1st through June 30th, then the *cash in lieu* payment would be paid on the last pay in June.

In addition, the Employee shall be provided the following:

Dental - The District shall pay 60% of premium and the Employee shall pay 40% of premium.

Vision - The District shall pay 60% of premium and the Employee shall pay 40% of premium.

Term Life Insurance in the amount of \$35,000.

Accidental Death & Dismemberment in the amount of \$15,000.

Long Term Disability Insurance will be provided after the expiration of ninety (90) calendar days. Benefits shall be at sixty-six and two-thirds percent (66 2/3%) of salary to a maximum benefit of \$3,600 (Max monthly salary of \$5,400).

3. If the eligible FTE employee decides to "opt-out" from health benefits, dental and vision,

the Board shall compensate the employee three thousand seven hundred and fifty dollars (\$3,750) for that fiscal year. This compensation may be paid out directly to the employee or may be contributed to the annuity of their choice. The payment shall be made to the employee on the last pay-period of the end of the health care plan year.

For example:

- If the “administrative plan year” is from January 1st through December 31st, then the *cash in lieu* payment would be paid on the last pay in December.
- If the plan “administrative plan year” is from July 1st through June 30th, then the *cash in lieu* payment would be paid on the last pay in June.

In addition, the Employee shall be provided the following:

Term Life Insurance in the amount of \$35,000.

Accidental Death & Dismemberment in the amount of \$15,000.

Long Term Disability Insurance will be provided after the expiration of ninety (90) calendar days. Benefits shall be at sixty-six and two-thirds percent (66 2/3%) of salary to a maximum benefit of \$3,600 (Max monthly salary of \$5,400).

Section 2.

In all items above, the provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits, nature and amount of benefits and all other aspects of coverage.

Section 3.

Employees will not be eligible to receive the above fringe benefits during their probation period.

Section 4.

The Union shall have the right to research alternate insurance options and bring those to the attention of the administration if they desire to change their insurance carrier and/or coverage.

Section 5

For qualifying employees, adjustments to employee contributions to health care premiums shall begin on the next payroll cycle following the approval of the contract by bargaining unit members and Board of Education.

Section 6

For any employee, regardless of their hire date, whose regularly scheduled hours are less than eight (8) hours per day, the District shall only be responsible for the percentage of the

District's portion of health, dental, vision, life insurance, Accidental Death & Dismemberment, and Long-Term Disability Insurance as follow:

8.00	hrs./day	100.0%
7.75	hrs./day	96.8%
7.50	hrs./day	93.7%
7.25	hrs./day	90.6%
7.00	hrs./day	87.5%
6.75	hrs./day	84.3%
6.50	hrs./day	81.2%
6.25	hrs./day	78.1%
6.00	hrs./day	75.0%

The Board may bid coverage annually on a comparable or better insurance benefit package and may choose another insurance carrier if the total savings between packages exceed two percent (2%) for the Employee or District.

ARTICLE 25 - COMPENSATION

Section 1

Employees shall be paid based on hours worked and/or leave time utilized as reported in the absence management system and on the district-approved timeslip following the regular pay schedule for the school year. The Employer shall issue payroll twice per month. When a regular pay date falls during a school recess period, all Employees shall be paid on their regularly scheduled pay date. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

The district has the right to implement electronic direct deposit options and electronic pay stub retrieval. Deposits will be made to the financial institution of the employee's choice subject to Electronic Clearinghouse requirements.

STEP	HOURLY RATE
1.0	\$14.12
1.5	\$14.43
2.0	\$14.73
2.5	\$15.07
3.0	\$15.41
3.5	\$15.72
4.0	\$16.03
4.5	\$16.37
5.0	\$16.71
5.5	\$17.01
6.0	\$17.31
6.5	\$17.57
7.0	\$17.83

7.5	\$18.01
8.0	\$18.19
8.5	\$18.37
9.0	\$18.55
9.5	\$18.65
10.0	\$18.74
10.5	\$18.83
11.0	\$18.92

2020-21 School Year

Beginning July 1, 2020: No on-schedule increase and 0.5 Step increase for employees at Step 1.

Beginning January 26, 2021: No on-schedule increase and 0.5 Step increase for employees for employees at Step 1.5.

2021-22 School Year

Beginning July 1, 2021: No on-schedule increase and 0.5 Step increase for employees hired in the District prior to July 1, 2021.

Beginning January 26, 2022: No on-schedule increase and 0.5 Step increase for employees hired in the District prior to July 1, 2021.

2022-23 School Year

Beginning July 1, 2022: No on-schedule increase and 0.5 Step increase for employees hired in the District prior to July 1, 2022.

Beginning January 26, 2023: No on-schedule increase and 0.5 Step increase for employees hired in the District prior to July 1, 2022.

2023-24 School Year

Beginning July 1, 2023: No on-schedule increase and 0.5 Step increase for employees hired in the District prior to July 1, 2023.

2024-25 School Year

Beginning July 1, 2024: No on-schedule increase and 0.5 Step increase for employees hired in the District prior to July 1, 2024.

Beginning January 26, 2025: No on-schedule increase and 0.5 Step increase for employees hired in the District prior to July 1, 2024.

Section 2.

The longevity pay schedule shall be as follows:

6 through 9 years:	\$220
10 through 14 years:	\$440

15 through 20 years:	\$660
21 through 25 years:	\$880
26 years and over:	\$1,100

July 1 shall be the determining date as to when each employee moves to the next level of the longevity pay salary schedule. Longevity shall be paid on the second pay in June.

Section 3.

A participating terminal pay program shall be initiated as follows:

Clerical employees, upon termination of employment, will receive a terminal leave payment of Sixty Dollars (\$60) per year of accumulated seniority. A clerical employee must have a minimum of ten (10) years seniority to qualify.

In lieu of the above, a clerical employee may choose to participate in the terminal pay program:

1. The clerical employee, upon termination of employment will receive a terminal leave payment of Sixty Dollars (\$60) per year of accrued seniority for the first ten (10) continuous years.
2. After ten (10) years of continuous service, the Board will match up to a maximum of Sixty Dollars (\$60) per fiscal year deductions for tax sheltered annuities.
3. After twenty (20) years of continuous service, the Board will match up to a maximum of One Hundred Twenty Dollars (\$120) per fiscal year deductions for tax sheltered annuities.
4. Terminal Pay is eliminated for new hires after Sept. 1, 2011.

Section 4.

A. Vacation shall be available to the following employees as follow:

	After 12 Months	After 24 Months	After 36 Months	After 15 Years
Ferranti, Joann	2	4	6	8

- B. Vacations days are eliminated for employees hired after September 1, 2011.
- C. Whenever possible, employees shall have the right to choose the time of their vacation.
- D. Employees may take up to one-half (1/2) of their vacation at Christmas, winter and Easter break.

- E. Employees shall take at least one-half (1/2) of their vacation days during the school year.
- F. The scheduling of such vacations shall be subject to the operational needs of the District.
- G. Regular part-time employees and those with a fraction of a year's employment will be allowed vacations prorated on the basis of hours usually worked.
- H. Vacations must be requested in writing seven (7) calendar days in advance and approved by the Superintendent. However, should circumstances warrant less than a seven (7) calendar day notice, the Superintendent may grant an exception.
- I. Vacation time is to be used each year and will not be carried over. If vacation cannot be taken during the anniversary year, because of assignment by the supervisor, the employee shall be paid for up to one-half (1/2) of their vacation time or other arrangements made with the Superintendent of Schools.
- J. Unused vacation time will be paid at termination of employment, prorated according to schedule.
- K. Vacation pay shall be paid in the payroll period for which the vacation is taken.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

Section 1.

When a school or schools are closed due to inclement weather or a building problem, Employees shall not be paid for days scheduled but not worked. Employees may utilize available leave time for compensation of days not worked due to inclement weather or a building problem so long as it is indicated on the time management system or protocol (e.g. time slip) utilized by the district.

Section 2.

Employees shall not be expected to travel on school business when hazardous weather conditions exist.

Section 3.

Periodically throughout the year, meetings will be held between central office representatives of the Board and representatives of the Union to discuss matters of mutual concern. These meetings are not intended to bypass the grievance procedure.

Section 4.

The Board agrees that employees will receive communication concerning school openings and school calendar information at the same time that the teaching staff receives their information.

Section 5.

The Union acknowledges that during the negotiations that resulted in this Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement voluntarily and unqualifiedly waives the right, and agrees that the Board of Education shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the Union at the time that they negotiated this Agreement.


ARTICLE 27 - WAIVER

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

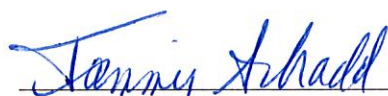
ARTICLE 28 - DURATION AND TERMINATION

This Agreement shall continue in full force and effect from July 1, 2021 through June 30, 2025.

RICHMOND COMMUNITY SCHOOLS

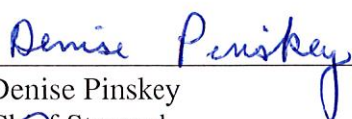


Brian J. Walmsley, Superintendent
Superintendent

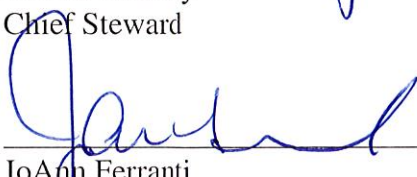


Tammie Schadd
Director of Business and
Management Services


TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214



Denise Pinskey
Chief Steward



JoAnn Ferranti
Alternate Chief Steward



Mike Landseidel
Local 214 Teamsters Representative