



AGREEMENT

BETWEEN

ROCKFORD BOARD OF EDUCATION  
ROCKFORD PUBLIC SCHOOLS

AND

KENT COUNTY EDUCATION ASSOCIATION

AND

ROCKFORD EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

2024-2027

# Table of Contents

<b>ARTICLE I</b>	<b>1</b>
PREAMBLE	1
A. Intent	1
B. Mutual Interest	1
C. Contrary to Law	1
D. Acknowledgement	1
<b>ARTICLE II</b>	
RECOGNITION	1
A. Inclusions and Exclusions	2
B. Individual Grievances	2
<b>ARTICLE III</b>	<b>2</b>
EMPLOYEE RIGHTS	2
A. Rights Under Act 379	2
B. Use of Facilities/Equipment	2
C. Access to Information	2
D. Unsafe Equipment	3
E. Transportation Policies	3
F. Discipline/Discharge	3
G. Files	3
H. Assault	4
I. Rights of Citizenship	4
J. Nondiscrimination	4
K. Employment Information	4
L. Released Time	5
1. Grievances and Negotiations	5
2. Released Time for Association Meetings	5
3. Released Time for Association Conferences and Sessions	5
4. President's Released Time	5
<b>ARTICLE IV</b>	<b>6</b>
BOARD RIGHTS	6
A. Board Authority	6
B. Board Rights	6
C. Effect of Agreement	6
D. Additional Rights	7
<b>ARTICLE V</b>	<b>7</b>
NEGOTIATION PROCEDURES	7

A. Complete Agreement Clause	7
B. Timeline	7
C. Power to Negotiate	7
D. Mediation	7
<b>ARTICLE VI</b>	<b>8</b>
SENIORITY	8
A. Seniority Defined/Lists/Grievances	8
B. Probationary Period	8
1. Length	8
2. Additional Deficiencies, Discipline, Performance Evaluation	8
3. Association Representation	8
4. Part-Time Employees	9
5. Initial Day of Employment	9
C. Loss of Seniority	9
D. Temporary Employees and Seniority	9
<b>ARTICLE VII</b>	<b>10</b>
VACANCIES, TRANSFERS, PROMOTIONS AND EVALUATIONS	10
A. Bus Driver Vacancies	10
B. Custodians, Maintenance, Administrative Assistants, Food Service and Non- Classroom Paraprofessionals	11
1. Posting Vacancies	11
2. Filling Vacancies	11
3. Seasonal Openings	11
4. Paraprofessionals	12
5. Trial Period for Promotions	12
6. Transfer to Non-Bargaining Unit	12
7. Supervisory Positions	12
8. Involuntary Transfers	12
9. Evaluations	13
<b>ARTICLE VIII</b>	<b>14</b>
LAYOFF AND RECALL	14
A. Board of Education/Administration Discretion	14
B. Bus Drivers	14
C. All Others	14
D. Layoff Notice	14
E. Recall	14
F. Notice of Recall	14
G. Loss of Seniority	14
H. Reduction in Hours (Excluding Bus Drivers)	14
<b>ARTICLE IX</b>	<b>15</b>
RETIREMENT/SEVERANCE	15

A. Mandatory Retirement	15
B. Retirement Pay	15
C. Severance Incentive	16
<b>ARTICLE X</b>	<b>16</b>
PHYSICAL EXAMINATIONS	16
<b>ARTICLE XI</b>	<b>16</b>
GRIEVANCE PROCEDURE	16
A. Grievance Defined	16
B. Time Limits	16
C. Grievance Procedure to be followed	17
D. Exclusions	18
E. Expenses	18
<b>ARTICLE XII</b>	<b>18</b>
HOLIDAYS AND VACATIONS	18
A. Holidays	18
1. Days Listed	18
2. Administrative Assistant/Clerical	18
3. Requirements	19
B. Vacations	19
1. Eight-Hour/Twelve-Month Employees	19
2. Administrative Assistant/Clerical	19
3. Scheduling Vacations – Twelve-Month Employees	19
4. Rate of Vacation Pay	20
<b>ARTICLE XIII</b>	<b>20</b>
TEMPORARY LEAVES	20
A. Sick Leave	20
B. Extended Illness Leave	21
C. Bereavement Leaves	21
D. Other Leaves	22
1. Paid Leaves	22
a. Jury Duty	22
b. Subpoena guidelines	22
2. Unpaid Leaves	22
E. Personal Leave	23
1. All Employees	23
F. Child Care Leave	23
G. Permissive Leaves – Non-Paid	23
H. Military Leave of Absence	23
I. Miscellaneous Conditions	24
J. Notification of Attendance	24

<b>ARTICLE XIV</b>	<b>25</b>
WORKERS' COMPENSATION	25
A. Benefits	25
B. Number of Days	25
C. Vacation/Christmas/Spring Breaks	25
<b>ARTICLE XV</b>	<b>25</b>
SALARY SCHEDULES/JOB CLASSIFICATIONS/WORKING CONDITIONS	25
Bus Drivers	25
Paraprofessionals, Crossing Guards, and Library Assistants	27
Administrative Assistants	29
Food Service	32
Custodial / Maintenance	33
A. In-Service for All Employees	36
B. Working Conditions for All Employees	41
C. Bus Driver Working Conditions	44
D. Paraprofessional Working Conditions	44
E. Custodial/Maintenance Working Conditions	46
F. Cooks/Food Service Working Conditions	47
G. Administrative Assistant/Clerical Working Conditions	48
<b>ARTICLE XVI</b>	<b>49</b>
INSURANCE	49
A. Qualifications	49
B. Policy Holder	50
C. Definition of Coverage	50
D. Interest Free Loan	53
<b>ARTICLE XVII</b>	<b>53</b>
MEDICALLY FRAGILE STUDENTS	53
<b>ARTICLE XVIII</b>	<b>54</b>
NO INTERRUPTION OF EDUCATION	54
<b>ARTICLE XIX</b>	<b>54</b>
SUPREMACY CLAUSE	54
<b>ARTICLE XX</b>	<b>54</b>
SUBCONTRACTING	54
<b>APPLICABLE ONLY TO NON-CERTIFIED ASD PERSONNEL</b>	<b>55</b>
A. Salary	55
NON-CERTIFIED ASD PERSONNEL SALARY SCHEDULE	55
B. Insurance	56

C. Leaves	56
D. Retirement	57
E. Reimbursement for Damage to Personal Items	57
F. Automobile Vandalism and Theft	57
G. Transporting Students	57
<b>DURATION OF AGREEMENT</b>	<b>58</b>
<b>APPENDIX A</b>	<b>59</b>
OVERTIME WORK - MAINTENANCE	59
Yearly Sign-up Form	59
<b>APPENDIX B</b>	<b>60</b>
HEALTH CARE PROCEDURE AUTHORIZATION	60
<b>LETTER OF UNDERSTANDING</b>	<b>62</b>
A. Severance Savings Provision	62
B. Team Drivers – Business Days and Sick Leave Accumulation (2/2/2004)	62
<b>LETTER OF UNDERSTANDING</b>	<b>63</b>
<b>LETTER OF UNDERSTANDING</b>	<b>64</b>
<b>GRIEVANCE REPORT FORM</b>	<b>65</b>
<b>LETTER OF AGREEMENT</b>	<b>67</b>
COLLABORATIVE SETTLEMENT TENTATIVE AGREEMENT	67
Agency Shop	69

This Agreement is made and entered into the 1<sup>st</sup> day of July, **2024** by and between the Rockford Board of Education, Rockford Public Schools, Kent County, Michigan (herein called the “Board”) and the Kent County Education Association, K.C.E.A./M.E.A./N.E.A., representing the Rockford Educational Support Personnel Association, R.E.S.P.A. (herein called the “Association”). Adopted by the board June **10, 2024** .

## **ARTICLE I**

### **PREAMBLE**

**A. Intent**

It is the intent and purpose of the parties hereto that this agreement shall promote and improve the operational and economic relationship between the Board and the Association, pursuant to P.A. 379.

**B. Mutual Interest**

It is recognized by both parties that they have a mutual interest and obligation to maintain friendly cooperation between the Board and the Association, which will permit the safe, economical and efficient operation and productive assignments and execution of duties of all employees.

**C. Contrary to Law**

If any provision of this Agreement is found to be illegal or contrary to law, it shall become null and void and no longer a part of the contract.

**D. Acknowledgement**

The parties acknowledge that during the negotiations which results in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **ARTICLE II**

### **RECOGNITION**

**A. Inclusions and Exclusions**

1. The Board of Education hereby recognizes the Association as the sole and exclusive bargaining agent for all bus drivers, special education drivers, all paraprofessionals working in special education, child care workers, bus paraprofessionals, playground, classroom, reading, library/media paraprofessionals in the secondary and elementary

schools and office paraprofessionals, health room paraprofessionals, custodial employees (including custodial assistants and grounds employees), maintenance employees, food service workers, crossing guards, and for all personnel engaged in administrative assistant and clerical work, full-time and part-time.

2. The following employees shall be excluded: special personnel, substitutes, supervisors, student work program employees, online supervision employees, and all other employees including all central office staff.

3. Paraprofessionals are defined as those paraprofessionals hired to work with and/or for certified personnel in a classroom or other assignments. Assignments may include regular or special classrooms, library/media, reading, playground or other duties as assigned by the Administration.

**B. Individual Grievances**

Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association representative has been given an opportunity to be present at such adjustment meeting.

**ARTICLE III**

**EMPLOYEE RIGHTS**

**A. Rights Under Act 379**

The Board and the Association agree to abide by Act 379 of the Public Acts of Michigan for 1965 and all amendments thereto, and to all the applicable laws and statutes pertaining to employees' rights and responsibilities. The Board further agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of their rights granted to them under the laws above stated.

**B. Use of Facilities/Equipment**

The Association shall have the right to schedule the use of school building facilities at reasonable time and intervals for Association meetings before or after regular class hours. Such meetings shall not be conducted in a place, or at a time, which might interfere with school activities, including extracurricular activities conducted after regular classroom hours. Prior notification of intent to hold a meeting shall be given and the Administration shall designate a suitable room in which the meeting is to be held. The Association shall be able to post with the supervisor's permission on designated bulletin boards. Mailboxes shall be available for Association use. Use of computer, printer, the copy machine, telephone and fax machine for necessary local calls will be permitted, provided they do not interfere with normal operation of the schools.

**C. Access to Information**

The Board agrees to furnish to the Association, upon request to the Superintendent of Schools or his/her designee, copies of those school documents as it is required by law to make available to the public which may be necessary for the Association to process any grievance or complaints, provided, however, that personal information respecting individual Association members shall not be disclosed.



#### D. Unsafe Equipment

No employee shall drive or operate a vehicle, machine or equipment that is unsafe or not properly equipped with safety equipment, nor a vehicle that is loaded over capacity for which it was designed as determined by state law. An employee will immediately notify the appropriate supervisor, appropriately tag such vehicle and file a work order. The immediate supervisor shall make the final determination as to the safety of the vehicle, machine or equipment.

#### E. Transportation Policies

1. Only persons hired and certified as bus drivers shall drive on regularly scheduled runs or on extra trips, except in case of emergency or when all regular drivers are unavailable. All drivers shall be properly licensed by the State of Michigan and comply with regulations of the Michigan Department of Education.

2. However, the School District may elect to drive any special activity groups out of the School District via charter bus. Normally, this would include out of state travel, elementary grade trips to Greenfield Village, Chicago Museum, MHSAA Playoffs, and specific non-conference contests. If this occurs, the District will notify the Association five (5) days before the trip is to occur.

3. It is clearly understood that teachers who are certified drivers using buses in the daily instructional programs (i.e., Agriculture, Building Trades, etc.) are exempt from any provision in paragraph E. It is also clearly understood that other employees may drive the vans and wagons to transport small groups (8 students or less). Normally not more than two (2) vans will be sent to the same event except when breakdowns, emergencies, driver unavailability or anything of a like and similar nature occurs.

#### F. Discipline/Discharge

The Board shall not discipline or discharge any employee covered by this Agreement without due process. Any meeting which the employee involved feels likelihood exists for discipline or discharge, he/she may request an Association representative be present. The Board agrees, upon the discharge or suspension of an employee, to notify, in writing, the Association president of the discharge or suspension. The Board agrees that if the employee has not had an opportunity to consult with an Association representative prior to the discharge or disciplinary suspension, the Administration will, upon request, allow the employee to meet with an available Association representative before being required to leave school property, when practical. Such meeting shall not unnecessarily interfere with the provision of services, nor unduly delay the employee's departure. Any complaint determined by the Administration to be serious shall be called to the employee's attention. The concept of progressive discipline will be used when employees have to be disciplined or discharged.

#### G. Files

Each person shall have the right to review his/her official personnel file excluding pre-employment materials, references and other confidential information, at reasonable times during normal work hours of the Administration. This review will occur only in the presence of an authorized administrator or his/her designee. After two (2) years, an employee may request purging of reprimands. Final decision shall rest solely with the Superintendent of Schools or his/her designee. Only signed material should be in the employee file. Notification will be made to employee before placement in the file.

#### H. Assault

Any case of assault on a person which had its inception in a direct school-related problem shall be reported in writing to the principal or supervisor or designee. In the event of such assault, the person involved may request assistance in writing from the Board summarizing such matter. This request shall be made in writing within one (1) day to the Superintendent of Schools or his/her designee who may make a determination as to whether the conduct/actions of the person making such request justifies any assistance from the Board, and the extent thereof. The decision of the Superintendent of Schools shall be final.

Any case of assault upon a staff member, while in the performance of duties, or as an outgrowth of duties shall be promptly reported to the Superintendent or their designee and the association president, or their designee, by the building administrator or their designee.

The Board shall provide legal counsel to advise the staff member of legal rights and obligations with respect to such assault and shall render all reasonable assistance to the staff member in connection with handling of the incident by law enforcement and judicial authorities.

A staff member who is assaulted by the same student multiple times shall be able to request a meeting with the district leadership to discuss alternative placement options and/or necessary support services.

#### I. Rights of Citizenship

Notwithstanding their employment, employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. Generally, the private and personal life and lawful activities of the employee are not within the appropriate concern or attention of the Board, unless they impact on the operation of the District. In the event any employee(s) files a grievance alleging discrimination under this provision of the Agreement, the Board may, at its discretion, refuse to process the grievance or void any arbitration award or settlement of the grievance, should the employee(s), or anyone on their behalf, pursue a lawsuit or administrative proceeding in any forum, relating to or arising out of the basic facts.

#### J. Nondiscrimination

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, sexual orientation and gender identity or marital status, disability or handicap or membership on or association with the lawful activities of the Association. In the event any employee(s) files a grievance alleging discrimination under this provision of the Agreement, the Board may, at its discretion, refuse to process the grievance or void any arbitration award or settlement of the grievance, should the employee(s), or anyone on their behalf, pursue a lawsuit or administrative proceeding in any forum, relating to or arising out of the same basic facts.

#### K. Employment Information

The employer will make available upon written request to the treasurer of the Association the names of all employees separated from the payroll, recalled, hired, laid off, on approved leave of absence or changes in weekly hours.

L. Released Time

1. Grievances and Negotiations

An employee engaged during the school day on behalf of the Association with any representative of the Board or Administration in any grievance, including arbitration or negotiations, shall be released from regular duties without loss of salary. During arbitration proceedings, only employee witnesses necessary to testify will be released based upon a reasonable expectation their testimony is germane to the issue.

2. Released Time for Association Meetings

Each school year the Association will be allowed up to four (4) hours of released time per month from the second shift to attend association membership meetings. The four (4) hours may be apportioned for not more than nine (9) meetings each school year. The date, time, and place of the meetings shall be mutually arranged between the employer and the Association president, but the employer shall receive at least three (3) days notice of proposed meeting. Any second shift employees who are otherwise scheduled to work on the date and at the time of the meeting shall be released from their scheduled duties, without loss of pay, only if they shall attend the meetings, which shall include necessary travel time to and from their work sites. The released employees shall complete their assigned duties and shift upon conclusion of the meeting. The parties will endeavor to establish the meeting date, time, and place that will minimize the number of employees released from work, but which will reasonably assure maximum attendance.

3. Released Time for Association Conferences and Sessions

Each school year, the Association will be allowed seventy-eight (78) hours of released time for employees to attend conferences and training sessions endorsed by the Association, without loss of pay from the employees' scheduled work. Additional hours of release time may be granted by the Administration if the Association requests and the employee is engaging in professional development or some form of training that will benefit the District. Advance prior written notice to the supervisor and Superintendent of Schools or his/her designee of at least fifteen (15) workdays shall occur.

4. President's Released Time

In the sole discretion of the Superintendent of Schools or his/her designee, the Association president may be released from normal employment duties to conduct Association business, assist in millage elections, etc.

## ARTICLE IV

### BOARD RIGHTS

#### A. Board Authority

It is understood and agreed that the laws of the State of Michigan make the Board legally responsible for the operation of the Rockford Public Schools. In meeting such responsibilities, the Board at times acts through its administrative staff. Michigan law gives the Board authority necessary to discharge all of its responsibilities.

#### B. Board Rights

The Board on its own behalf and on behalf of the electors of the District retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, and it is agreed the Board and the administrative staff shall be free to exercise all such rights and authority to the extent permitted by law, but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the School District and its properties and facilities;
2. to establish methods for overall operation of the District, all as deemed advisable to the Board;
3. to hire all employees, to determine their qualifications and conditions for their continued employment, or dismissal, demotion or assignment, and to promote, transfer, discipline, etc. all employees;
4. to determine hours, duties, responsibilities, educational programs and assignments of employees with respect thereto;
5. to determine the number and type of employees to be employed;
6. to lay off employees as deemed necessary in the discretion of the Board;
7. to exclusively determine the assignment and direction of work to all of its personnel, determine the shifts and hours of work and starting times, and scheduling of all of the foregoing and the right to establish, modify or change any work or business hours or days, employee codes of conduct/work rules, whenever the Board shall determine such action to be necessary and appropriate.

#### C. Effect of Agreement

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 express and specific terms of this Agreement, and then only to the extent such specified and express terms hereof are in conformance with the Constitution and laws of the United States and State of Michigan.

D. Additional Rights

Nothing herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the State School Laws, or any other national, state, county, district or local laws or regulations as they pertain to education.

## ARTICLE V

### NEGOTIATION PROCEDURES

A. Complete Agreement Clause

1. The parties acknowledge that during the negotiations which results in this Agreement, each 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 Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

2. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to the grievance procedure as provided in Article XI in the contract, even though such subject or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. It is understood that this paragraph shall not supersede or nullify any other clause of this Agreement.

B. Timeline

At least one hundred-twenty (120) days prior to the expiration of this Agreement, the parties will begin negotiations for the new Agreement covering wages, hours, terms and conditions of employment.

C. Power to Negotiate

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representatives from within or without the School District. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. Mediation

If the parties reach an impasse in the negotiations, either party may invoke mediation process with the State Employment Relations Commission in conformance with the state law.

## ARTICLE VI

### SENIORITY

#### A. Seniority Defined/Lists/Grievances

1. Seniority shall be defined as the continuous length of service within each employee classification class within the bargaining unit from the last date of hire. Classifications for seniority purposes shall consist of bus drivers, paraprofessionals, custodial/maintenance and food service, and all personnel engaged in administrative assistant and clerical work. Date of hire shall refer to the first day of regular or continuous work within the classification. The Board agrees to furnish a classification seniority list to each employee covered by the classification at the beginning of each school year. Said list shall include starting dates and positions of seniority. When more than one employee is hired on the same day for the same classification, seniority will be determined by random draw.

2. Grievances over the seniority list must be filed within ten (10) working days of the change or entry complained about.

#### B. Probationary Period

##### 1. Length

All newly hired or rehired employees will be employed on a probationary status. The probationary period shall be sixty (60) actual days of work taken from and including the first day of regular or continuous employment. If at any time prior to the conclusion of the sixty (60) working days probationary period the employee's work performance is of unacceptable quality, as determined in the employer's sole discretion, he/she may, upon the recommendation to the Superintendent of Schools or his/her designee, be subject to immediate dismissal. The sixty (60) day period may be extended for any absence during that period by the amount of said absences.

##### 2. Additional Deficiencies, Discipline, Performance Evaluation

Warning Periods: After the initial probationary period, if any employee's performance is later evaluated and determined in the sole discretion of the Administration as not being acceptable, the employee may be placed on other periods of warning.

When the Administration designates a deficiency-warning period, the employee will retain the same wages/sick leave and fringe benefits without reduction.

This additional discipline/performance evaluation may be used as a step prior to termination. Use of such periods of warning shall be subject to the grievance procedure. However, prior to a grievance being filed, the Association will first discuss all of its concerns with the Superintendent of Schools or his/her designee.

##### 3. Association Representation

The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the employer will have the right to

discharge and take disciplinary action involving a probationary employee without a grievance filed or processed.

4. Part-Time Employees

Regular part-time employees' probation shall be equivalent to sixty (60) days of work, i.e., 450 hours, but not to exceed ninety (90) total days of work. Substitute and temporary employees, to the extent they are covered under this Agreement, shall be probationary regardless of the number of hours worked, and such service shall not be included as time completed for regular employment.

5. Initial Day of Employment

At the conclusion of a satisfactory period of probation, all matters pertaining to benefits and to seniority will revert to the employee's initial day of service and his/her name will be entered at the bottom of the attached seniority list.

C. Loss of Seniority

Any employee will lose his/her seniority and terminate his/her employment with the Board for the following reasons:

1. Employee quits or retires.
2. Employee is discharged and discharge is not reversed.
3. Employee is absent for two (2) working days without notifying the Board. Exceptions due to extenuating circumstances may be made by the Superintendent of Schools or his/her designee.
4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure provided herein.
5. Involuntary layoff for one (1) year or length of work service in the District, not to exceed two (2) years, whichever is greater.
6. If the employee gives a false reason for a leave of absence.
7. If a settlement with the employee has been made for permanent total disability.
8. If the employee falsified pertinent information on his/her application for employment. (The falsification may come to light sometime after the employee's date of hire or acquiring seniority.)
9. If the employee uses a leave of absence to engage in other work without the District's express consent, or continues to engage in secondary employment which is inconsistent with the basis for the leave.
10. If the employee fails to return to work as provided in an approved leave of absence. Exceptions due to extenuating circumstances may be made by the Superintendent of Schools or his/her designee.

D. Temporary Employees and Seniority

1. An employee who is hired for only a limited period of time to substitute for one or more permanent, full-time employees or permanent part-time employees during their absence, because of illness or while on leaves or vacations, or for a job which is of limited duration not to exceed ninety (90) calendar days and who is so informed at the time he/she is hired, shall be considered a temporary employee. He/she shall not acquire seniority by virtue of such temporary employment. Temporary assignments may be extended by mutual agreement of the parties.

2. Regular employees who are interested in being considered for temporary assignments within their classification and building as they arise during the year shall make that interest known, in writing, to the Superintendent of Schools or his/her designee by September 30<sup>th</sup>. The administrator shall determine whether to honor such requests before assigning the work within the unit or hiring a temporary employee.

## ARTICLE VII

<b>VACANCIES, TRANSFERS, PROMOTIONS AND EVALUATIONS</b>
---

### A. Bus Driver Vacancies

1. Prior to the beginning of the school year, regular runs will be selected by the drivers in order of seniority as determined by the master seniority list determined by date of hire.
2. Beginning 2021/2022 school year routes will be selected as the drivers, permanent route.
3. Exceptions, starting 2022/2023 year and after, if a route is eliminated, or time reduced by more than 10 minutes, per day, from previous year said driver may choose an open route or choose to bump less senior driver at the annual bid meeting. Driver affected by being bumped will be offered same opportunity.
4. All drivers shall be asked to sign a list stating whether or not they are interested in taking field trips or extra trips. These trips shall be scheduled on a regular rotation basis, beginning with the driver in the highest seniority position. When trip is canceled through no fault of the driver, said driver shall be inserted in the next unassigned opening in the rotation for that assignment cycle only.

If the assignment of an extra-duty trip would go to a driver estimated to be paid for forty (40) hours that week, the transportation supervisor maintains the sole discretion to skip the affected employee on the rotation list and go to the next employee who would receive straight time wages. The skipped-over employee would remain at the top of the rotation list and be eligible to receive the next extra trip which is estimated to be paid at straight time.

5. If a sufficient number of drivers do not sign up, the Administration shall have the absolute right to assign a driver to any unassigned extra trip after the original rotation list has been utilized.
6. Routes not filled by the second (2<sup>nd</sup>) Friday of September or vacated during the school year will be considered an open run for the following year's bid meeting. It is also understood that new hires may fill these open routes, but it will be considered an open run for the following year.



7. Notice of vacancies shall be posted in the bus garage. No vacancy shall be filled until it has been posted for at least five (5) business days. At the end of the posting period, a vacancy shall be filled, by assigning it to the most senior driver, bidding on the vacancy. Subsequent opening caused by the original vacancy will be filled by the transportation Director without a posting procedure.
8. It is clearly understood and agreed by both parties that assignment to a special education run not shuttles will be retained by driver, from year to year, if they choose and will not be part of the bid process at the beginning of the year.
9. All shuttles will be bid on by Double and Team bus drivers only, prior to the beginning of the year in order of seniority as determined by the master seniority list determined by date of hire. No driver shall bid on any shuttle that overlaps another shuttle.

B. Custodians, Maintenance, Administrative Assistants, Food Service and Non-Classroom Paraprofessionals

1. Posting Vacancies

Whenever any position covered by this Agreement occurs, or when a supervisory position occurs, the Board shall publicize the same by giving written notice of such vacancy to the Association and post the vacancy in every school building. The posting will include the principal qualifications desired, work location, if possible, and estimated hours, if possible. During school vacation periods, the Board shall deliver or mail to the Association president a sufficient number of copies of the posting. No vacancy shall be filled except in a case of emergency on a temporary basis, until such vacancy shall have been posted for at least five (5) business days, defined as any day the Administration building is open.

2. Filling Vacancies

Employees covered by this Agreement may apply for any vacancy if the employee has been in their current position for 60 days. In filling vacancies within the unit, there will be no waiting period, however probation will continue if not completed. The employee's ability, work attitude, seniority and other relevant factors shall be considered. A minimum of three (3) of the most senior employees will receive interviews prior to interviewing outside candidates. If qualifications are judged equal, then seniority will be the determining factor. Final appointment to any vacancy will be determined and made by the Administration of the School District.

If an employee is denied the position, he/she will have the right upon request to discuss the reason(s) for not receiving the position.

3. Seasonal Openings

The parties agree that seasonal employment is not covered by this Agreement. However, where the District has seasonal openings during the summer break period, those positions will be posted and offered first to qualified RESPA applicants.

#### 4. Paraprofessional

Any paraprofessional who desires to be considered for another paraprofessional position, which may become vacant during the following school year, shall submit such desire to the Superintendent of Schools or his/her designee via the annual letter of intent. The final determination shall be made by the Administration. The Administration will attempt to place paraprofessionals in vacancies, consistent with their qualifications, their stated desire, the needs of the students, and the needs of the District. After October 15 of the school year, the Administration will post a notice of the vacancy for at least five business days, defined as any day the Administration building is open. The notice will designate the type of position, the building and the hours. Paraprofessionals interested in the assignment should indicate their interest in writing, stating their qualifications, and submit it to the Superintendent of Schools or his/her designee.

#### 5. Trial Period for Promotions

Any paraprofessional, cook, administrative assistant/clerical or custodial/maintenance/mechanic employee promoted shall serve a trial period of thirty (30) days on his/her new permanent job at regular rate for the new job. If, at the end of this time, he/she fails to meet all requirements, he/she shall be demoted to his/her previous position with the corresponding change in salary, with the final decision to be made by the Administration.

#### 6. Transfer to Non-Bargaining Unit

If an employee takes a position out of the bargaining unit and remains in that position beyond two years, then that employee's seniority within the bargaining unit shall be lost.

#### 7. Supervisory Positions

When in the opinion of the Board there are no qualified supervisory applicants in the system, outside supervision may be hired.

#### 8. Involuntary Transfers

##### 1. Health

Employees under normal retirement age who, due to advanced age or health impairment, are unable to perform their regular duties will be placed in a vacant and available position provided they are physically and/or mentally capable of performing the full range of required job duties. Such employees shall be paid the applicable wage rate for the occupied position. The Board shall determine employees' capabilities and qualifications for the position. If the employee is determined to be unfit for the position, he/she shall remain on or be returned to medical leave. The Board may, at its sole discretion, create modified job assignments for such impaired employees and make wage adjustments and capability determinations as it deems appropriate. If and when an employee is fully qualified and medically released to return to the previous classification, he/she shall be returned provided a temporary employee is holding that position.

##### 2. Other

All permanent transfers of employees shall be first discussed by the Administration with the Association president and classification unit chair. Final decisions rest with the Board of Education.

## 9. Evaluations

Employees shall be evaluated annually as defined in the district support staff evaluation framework (see below) by formal observation by their supervisor with input from the building administrator if they remain in the same position, school and/or building. If an employee has a change of assignment, or is put on a plan of assistance, they shall be evaluated that same year regardless of when they were last evaluated. The evaluation shall contain a written clarification of any deficiency noted and set goals for improvement. Results of this evaluation shall be released and/or discussed with the employee, and a copy of the evaluation will be placed in the employee's online evaluation account. The employee shall sign and receive a copy of the evaluation, but such signature shall not be construed as agreement with the contents of the evaluation. The employee may submit a written response to the evaluation. Evaluations will be completed by June 30 for full year employees and by the last day of school for school year employees.

### Framework

1. Purpose: Evaluation should be an on-going process to improve the quality of performance as well as identify areas of strengths and required improvement.
2. Probationary Employee: Probationary employees are all newly hired or rehired employees. The probationary period shall be sixty (60) actual days of work taken from and including the first day of regular continuous employment. A newly hired employee will be evaluated twice a year during the first two years of employment. One evaluation will occur during the probationary period, and one evaluation after the probationary period, but before the end of the school year. During the second year of employment an employee will be evaluated once during the fall and once during the spring. An I.D.P. (Individual Development Plan) goal sheet must be completed by October 15<sup>th</sup> of each school year.
3. Senioreed Employee in a New Position or Facility: Senioreed employees are all employees who have successfully completed their probation period and have worked in the district for more than two (2) full years. All senioreed employees in a new position or facility will be evaluated twice a year, once in the fall and once in the spring, for the first year they are in a new position or facility. After that, senioreed employees in a new position or facility will be evaluated every year (just like a senioreed employee), or unless their immediate supervisor determines a more frequent basis. An I.D.P. (Individual Development Plan) goal sheet must be completed by October 15<sup>th</sup> of each school year.
4. Senioreed Employee: Senioreed employees are all employees who have successfully completed their probation period and have worked in the district for more than two (2) full years. All senioreed employees will be evaluated every year, unless their immediate supervisor determines a more frequent basis. Senioreed employees on a Plan of Assistance shall be evaluated once in the fall and once in the spring by their immediate supervisor. An I.D.P. (Individual Development Plan) goal sheet must be completed by October 15<sup>th</sup> of each school year.

## ARTICLE VIII

### LAYOFF AND RECALL

A. Board of Education/Administration Discretion

It is recognized the Board of Education in its sole discretion shall have the right to lay off personnel. Layoff means reduction of the work force.

B. Bus Drivers

When the Board of Education reduces the work force, the last person on the seniority list shall be the first laid off. When the working force is increased, the persons are to be returned to work in the reverse order in which they were laid off.

C. All Others

If a layoff is implemented, the employee with the least classification seniority shall be laid off provided the more senior employee is qualified to do the work as determined exclusively by the Board and/or Administration.

D. Layoff Notice

No employee shall be laid off with less than twenty-one (21) calendar days notice except classroom paraprofessionals shall be given no less than five (5) calendar days notice.

E. Recall

Recall shall be in inverse order of classification seniority provided the employee is qualified as determined exclusively by the Administration.

F. Notice of Recall

Notice of recall shall be sent by certified mail to the employee's last known address. The employee shall have ten (10) working days from receipt of the recall notice to return to work. Failure to return within the specified time shall be deemed a voluntary quit barring extenuating circumstances as determined by the Superintendent of Schools or his/her designee.

G. Loss of Seniority

Where recall to a part-time position would cause an undue hardship on the employee, he/she may seek an exemption from the Administration provided the employee makes such request in writing prior to the report date and provides such information as requested by the Administration.

H. Reduction in Hours (Excluding Bus Drivers)

If the Administration determines to reduce an employee's hours, the employee shall have the right to trade assignments with the least senior employee within their classification whose assigned hours are equal to the affected employee's previously assigned hours. Such transfer of assignments is expressly conditioned upon both employees being qualified to assume the full responsibilities of the assignment to which they will be transferred.

If the Board of Education determines a reduction in hours is necessary, the local president of the union shall be consulted and any fringe benefits the employee(s) was previously eligible for shall remain in full force for one (1) full year if the person works at least one-half (1/2) time.

One-half (1/2) time shall be defined as working a minimum of twenty (20) regularly scheduled hours per week. However, it is clearly understood and agreed the Superintendent of Schools or his/her designee may authorize a health insurance subsidy for an employee who demonstrates a specific, justifiable need. Such implementation below the twenty (20) hour minimum shall not be subject to the grievance procedure.

## ARTICLE IX

### RETIREMENT/SEVERANCE

#### A. Mandatory Retirement

Employees in the bargaining unit shall be retired in compliance with existing federal and state laws. However, the Board of Education may require retirement prior to the existing age laws of any employee whose physical or mental health, as determined by a Board-designated and paid physician, makes it impossible for the employee to meet the normal obligations of regular assignments.

#### B. Retirement Pay

The following new language for leave buy-back upon MPSERs eligible retirement for those with 10+ years of continuous service at RPS:

##### 52-Week (Days Based on 8 Hours) – 10+Years of Service:

- Less than 100 = \$45 per day  
Max Payout = \$4,455
- 100 – Less than 200 = \$70 per day  
Max Payout = \$13,930
- 200-250 = \$95 per day  
Max Payout = \$23,750

##### School Year (Days Based on 7 Hours) – 10+ years of service

- Less than 75 = \$45 per day  
Max Payout = \$3,330
- 75 – Less than 175 = \$70 per day  
Max Payout \$12,180
- 175 – 250 = \$95 per day  
Max Payout \$23,750

C. Severance Incentive

For those who do not qualify for State of Michigan Retirement System benefits, but have five (5) or more years of continuous service in the District, a district severance incentive will be deposited into a qualified 403(b) account at a rate of \$25 per day for those who have banked at least 25 days of leave (200 hours for full year and 175 hours for school year employees) upon severance from the district. Those who have 24.99 days or less in their bank will receive no severance payment.

## ARTICLE X

### PHYSICAL EXAMINATIONS

Bus drivers' annual physical examinations shall be paid for by the Board, based on the Board-approved physician fee. Physical examination forms provided by the personnel office shall be used. Drivers will receive one hour of paid time at their regular rate upon successful completion of the DOT physical.

## ARTICLE XI

### GRIEVANCE PROCEDURE

A. Grievance Defined

It is mutually agreed that should any grievance arise concerning any employee or employees with respect to alleged violations, misinterpretations, or misapplication of the specific and express sections or Articles of this Agreement, an employee or employees may file a written grievance.

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Time Limits

All specified time limits shall consist of only workdays. A workday is defined as any day the Administration office is regularly open for business. Time limits specified in this Article shall be strictly adhered to and may be extended only by mutual written consent. In the event the Association fails to properly process a grievance, within the particular time limit, the invoked grievance shall be deemed abandoned. In the event the management fails to supply the Association with its answer to a particular step, within the specified time limit, the grievance shall be automatically appealed to the next step.

C. Grievance Procedure to be followed

**STEP 1:** Within ten (10) days after the occurrence of an alleged violation, the employee, and a representative of the Association, if the employee so desires, will meet with their immediate supervisor to discuss the alleged violation.

**STEP 2:** If not resolved at Step 1, the employee shall within five (5) days present the alleged violation in writing to the Supervisor who will note his/her answer within five (5) days in writing on the grievance form.

**STEP 3:** If not resolved at Step 2, the grievant will notify the Superintendent of Schools or his/her designee that the grievance is being appealed and request to discuss such grievance, within three (3) days. The Supervisor will deliver to the Superintendent of Schools or his/her designee his/her copies of the grievance form. Upon request of the grievant, the Superintendent of Schools or his/her designee will meet within six (6) days with the aggrieved member or members and their representative and attempt to settle the grievance.

Decisions on grievances appealed to this step will be given in writing by the Superintendent of Schools or his/her designee on the grievance form, on which the grievance was presented by the representative, not more than six (6) days after this meeting.

If the grievance is not carried to the third step, the Supervisor will return a copy of the grievance to the Association.

**STEP 4:** If the grievance is denied at Step 3, the aggrieved member and his/her representative and/or negotiating committee will meet with the Board of Education or its committee within thirty (30) days, and submit grievance in writing, stating all steps taken at this point to settle the grievance. Final determination of the grievance shall be made within ten (10) days following the next Board meeting, in writing.

**STEP 5:** If the grievance remains unresolved at the conclusion of Step 4, it may be submitted (as stated in Step 2) for binding arbitration at the request of the Association, provided written request for submission to arbitration is delivered to the Board within fifteen (15) workdays from the date of the Board's (or committee thereof) written decision at Step 4.

An impartial arbitrator shall be selected to decide the matter. If the parties are unable to agree upon a mutually agreeable arbitrator, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators to the parties.

The arbitrator shall then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with rules of the American Arbitration Association. The power of the arbitrator shall be limited to the interpretation of the specific and express terms of this Agreement, and he/she shall have no power to alter, add to or subtract from the specific and express terms of the Agreement as written, nor can he/she grant an award which in effect grants the Association that which it was unable to obtain through negotiations.

Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered into any court of competent jurisdiction.

Prior to submission of the grievance to the Board of Education and arbitration, the

Executive Board of the Association must have discussed the grievance and given its consent.

D. Exclusions

The termination of services, discipline or failure to reemploy any probationary employee shall not be the basis for any grievance or arbitration proceedings.

E. Expenses

The total cost of the arbitrator's fees and expenses shall be borne and paid for by the losing party as determined by the arbitrator.

## ARTICLE XII

### HOLIDAYS AND VACATIONS

A. Holidays

1. Days Listed

All employees shall be eligible for the following days off with pay:

- a. Labor Day
- b. Thanksgiving Day
- c. Day after Thanksgiving Day
- d. Christmas Eve Day
- e. Christmas Day
- f. New Years' Eve Day
- g. New Years' Day
- h. Good Friday (only if school is not in session)
- i. Memorial Day

Twelve-Month Employees Shall Also Be Eligible For:

- j. Fourth of July

2. Administrative Assistant/Clerical

Administrative Assistants and personnel engaged in administrative assistant and clerical work will receive, without loss of pay, the same days during the school year as are given to students and teaching staff including legal holidays as follows:

- a. Labor Day
- b. Thanksgiving Day
- c. Day after Thanksgiving Day
- d. Christmas Eve Day
- e. Christmas Day
- f. New Years' Eve Day
- g. New Years' Day
- h. Good Friday (only if school is not in session)
- i. Memorial Day
- j. Fourth of July (for those working)

Any administrative assistant requested to work on any of the above holidays will receive compensatory days.



Where any of the above days falls on a Saturday, it will be observed on Friday; or if it falls on Sunday, it will be observed on Monday, unless school is in session, then the employee will be paid for the holiday, but time off will not be allowed.

3. Requirements

a. To qualify for holiday pay, the employee must work on the last scheduled working day before the holiday and the first scheduled working day after the holiday. In the event of serious illness, serious accident or other approved paid leave, the day before or day after requirement may be waived by the Superintendent of Schools or his/her designee. It is clearly understood that a physician's statement may be required.

B. Vacations

1. Eight-Hour/Twelve-Month Employees

After a successful probationary period, all twelve-month employees shall be eligible for vacation on the following schedule effective July 1<sup>st</sup> of each year

Years 0-3 \_\_\_\_\_ ten (10) days  
Years 4-6 \_\_\_\_\_ fifteen (15) days  
Years 7+ \_\_\_\_\_ twenty (20) days

Those 20+ year employees who were granted twenty-one (21) days from a previous agreement shall be grandfathered in and allowed to continue to receive 21 days.

2. Administrative Assistant/Clerical

1. Scheduling Vacations – Twelve-Month Administrative Assistants

Administrative Assistants requested to work during the Christmas holidays and spring vacations will receive compensatory vacation days with approval of their supervisor or the Superintendent of Schools or his/her designee.

2. Scheduling Vacations – Twelve-Month Employees

a. Vacation time may be requested at any time, subject to the school calendar and the school schedule of events. Vacations requested during Christmas holidays and spring vacation may not be granted.

b. Employees with the greatest seniority shall be given preference with respect to the time they take their vacation. As the performance of the duties of employees in the bargaining unit must be continuous during the year, it is not possible for all employees in a classification to be absent and on vacation at the same time.

An employee shall submit a request in writing for approval a minimum of five (5) days before the start of his/her vacation day preferences and such request will be subject to the employer's school calendar and schedule of events and seniority of other employees who make request prior to March 1 to be honored. Vacations must be taken for each year within twelve (12) months after an employee becomes eligible for a vacation. A vacation may not be waived by an employee and extra pay received for work during that period.

Any deviation from the original approved vacation request may be granted at the discretion of the Administration.

c. When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

3. Rate of Vacation Pay

Each eligible employee shall be paid his/her current base hourly rate, and shall receive vacation pay for the same number of hours per day as corresponds to his/her daily schedule at the time of his/her vacation.

## ARTICLE XIII

<b>TEMPORARY LEAVES</b>
-------------------------

A. Sick Leave

1. All employees absent from duty on account of personal illness, or any other approved reason, shall receive full salary not to exceed accumulated sick leave.

2. Regularly scheduled and assigned twelve (12) month employees shall be eligible to earn eleven (10) days per fiscal year with a maximum accumulation of two-hundred fifty (250) days for the duration of this contract. Full-time (7-hour) school year employees shall be entitled to eight (8) days per year to a maximum accumulation of two-hundred twenty-five (225) days. Sick leave days shall be computed in hours based on standard hours.

Part-time (less than 7 hours a day) regularly scheduled and assigned employees who work less than twelve (12) months per year shall be eligible to earn eight (8) days per fiscal year with a maximum accumulation of one-hundred sixty-five (165) days for the duration of this contract.

Staff that work 12 weeks during the summer will be given same holiday day(s) as those 52 week employees. They will also be granted 2 personal sick days once their 12-week schedule is complete. They may use acquired sick time during their summer schedule.

3. During the first year of employment, sick days will be credited at the rate of one (1) day (or equivalent hours) per full month worked up to the maximum allowable for that category for that year. After the first year, sick days will be credited at the commencement of the work year.

4. Written proof of illness signed by a licensed medical or osteopathic physician acceptable to the Board may be requested in a timely manner, verifying the physician personally examined the employee on the date(s) absent, and affirming the employee was too ill to work.

5. Sick leave may be used only for the personal illness or medical needs of the employee or immediate family. No more than five (5) days sick leave may be used for illness of immediate family per school year.

#### 6. Individual Donation of Sick Leave

Any employee whose sick leave accumulation is forty (40) days or more may relinquish no more than one (1) sick day to a single employee annually whose sick leave has been exhausted. A maximum of two (2) days may be donated per year by any employee. This donation may only occur if the employee with depleted sick leave is seriously ill or seriously injured and only after the seriously ill or seriously injured employee has been subject to a wage deduction for a minimum of seven (7) workdays.

Should employees desire to donate, a written letter shall be submitted to the Superintendent of Schools or his/her designee by the union president requesting a meeting to review all aspects of the request. A committee consisting of the Superintendent of Schools or his/her designee and the union president shall meet to review the merits of the request.

A maximum of sixty (60) days may be utilized by the seriously ill or seriously injured employee. Donated days shall not be utilized by anyone collecting Worker's Compensation.

#### B. Extended Illness Leave

1. Employees whose personal illness extends beyond the period covered under A.2 above may be granted a leave of absence without pay or any other compensation for a period not to exceed one (1) year.

2. Written verification by a Board-approved physician shall be required at any time of all employees granted a leave of absence without pay or other compensation if personal illness occurs.

3. An employee who has exhausted accumulated sick leave, or who returns from an extended illness leave, shall be required to reapply for insurance coverage subject to all underwriter's requirements as necessary.

4. Administrative Assistant/Clerical Only: If the administrative assistant/clerical employee returns, every reasonable effort will be made to assign the employee to the same position.

#### C. Bereavement Leave

In the case of bereavement, the district shall allow for the following non-chargeable leave days.

**Immediate Family:** The employee shall be granted up to five (5) days of bereavement leave for immediate family. Immediate family is defined as parents, parents-in-law, grandparents, grandchildren, spouses, children, children-in-law and siblings, step-children, and all step-parents and step-siblings. For pregnancy loss, bereavement leave may be granted upon notification and medical verification.

**Other Family Members:** The employee shall be granted up to three (3) days of bereavement leave for other family members. Family members are defined as uncles, aunts, nieces and nephews, cousins, grandparents-in-law, siblings-in-law, other step-family not included above.

It is understood that there may be instances where others have stayed in the same relationship as above. In these instances, the employee may request to the Superintendent (or designee) to include them in one of the definitions above.

D. Other Leaves

1. Paid Leaves

Leaves of absence, with pay, not chargeable against sick leave, will be granted for:

a. Jury Duty

An employee when summoned for jury service and while performing jury duty shall receive the difference in pay between that received as juror and his/her regular pay for the period of jury service;

b. Subpoena guidelines

If subpoena is issued to an employee and the subpoena was a result of the employee being a witness to a crime, accident, etc. during working hours and while on duty, the time off from the job will be paid and no leave days or vacation days will be deducted from the employee. However, the employee must give the district the reimbursement check from the courts.

If a subpoena is issued to an employee, because employee was arrested, committed a crime, was involved in a crime or accident, etc. and if there are no personal and/or business days or vacation days left, the time off from work will be non-paid but the employee can keep the reimbursement check from the courts.

If a subpoena is issued to an employee, as a witness to a crime, accident, etc, after work hours and while the employee was off duty, the following language would apply:

1. Use personal and/or business day first.
2. If personal and business days are gone and the employee has vacation that should be used and because vacation time was used, employee may keep the reimbursed expense from the court to them.
3. If personal, business and vacation days are used up; sick leave can be applied.
4. If personal, business, vacation and sick days are used up; employee receives no pay and can keep reimbursed expense from the court.

c. Court appearances arising out of employment responsibilities;

d. Meetings called by the Board of Education or Administration during scheduled hours;

e. Time necessary for the Selective Service exam;

f. Other leaves approved by the Administration.

2. Unpaid Leaves

Non-paid days off shall be discouraged and must be approved by the supervisor in advance. A maximum of five (5) days may be used for unpaid leave per school year. Any unpaid time over five (5) days will be assessed against cash-in-lieu and/or benefit costs.

- E. Personal Leave
1. All Employees
    - a. Not more than six (6) paid days per year may be used at the discretion of the employee provided a minimum of one (1) work day's notice is given in advance. No more than three (3) personal leave days may be used consecutively. It is understood and agreed that this/these day/s shall be used before any consideration is given to pre-approved, non- paid time by the supervisor. Not more than one (1) employee per classification shall be eligible to take a personal day per day. Additional approvals may be granted as personal leave subject to substitute availability. Personal days may be used in quarter hour increments. For personal day requests that are more than 75% of an employee's work day but not the entire shift; the supervisor may require the employee to take a whole shift off. However, additional employees may be allowed these leave days provided qualified substitutes are available. In no event shall the number of employees exceed three (3) per classification on any single day.
  2. Up to six (6) unused leave days will be credited to the individual's sick leave accumulation for the following year.
  3. Employees who have unpaid days over Christmas Break and Spring Break may elect the following:
    - a. Employees may utilize up to three unused (3) personal days during non-report Christmas Break days.
    - b. Employees may utilize up to four unused (4) personal days during non-report Spring Break days.
    - c. The utilization of these days is an employee's decision, however, the district will not reverse or grant additional days.
- F. Child Care Leave
1. Employees with one (1) year or more of service may receive an unpaid child care leave of up to 180 days for their newborn child or newly adopted infant. Request for such leave must be made in writing at least 120 days prior to the requested leave date. Actual commencement and termination dates shall be established by mutual agreement between the employee and the Administration. Such leaves shall be continuous and shall include any previous leave allowed related to childbirth.
  2. In lieu of the above provisions for child care leave, a pregnant employee shall have the right, if she so desires, to use accumulated sick leave days for the period of time she is no longer able to continue work and is physically incapacitated as determined by a medical certificate.
- G. Permissive Leaves – Non-Paid
- Leaves of absence without pay may be granted upon the recommendation of the Superintendent of Schools or his/her designee and approval of the Board not to exceed one (1) year for reasons deemed appropriate by the District.
- H. Military Leave of Absence
- In accordance with applicable laws these leaves shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

Employees on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States.

I. Miscellaneous Conditions

1. Seniority shall continue to accrue for the duration of approved extended illness leave, workers compensation, or approved childcare leave.
2. Seniority for all other approved unpaid leaves shall accrue for a maximum of thirty (30) days.
3. Bus drivers' runs may be assigned at the discretion of the transportation supervisor if a medical leave (paid, unpaid, or combination of both) exceeds twelve (12) weeks or for any other leave which exceeds ten (10) days.
4. Abuse of leave privileges as stated in this contract shall be cause for discipline up to and including dismissal as determined by the Administration.
5. All leave requests, excluding sick leave, shall be processed only through the office of the Superintendent of Schools or his/her designee.

J. Maternity Leaves

1. Pregnancy will be treated the same as any other sickness or disability under Article IX of this Agreement.
2. Parental Leave (Non-birthing parent) – An employee whose spouse gives birth shall be entitled to use up to ten (10) of their own sick days for purpose of family bonding. It is understood that this will count as part of an employee's annual twelve (12) week FMLA allotment.

K. Notification of Attendance

Upon 12 normal absences (8 normal absences for school-year employees), an employee will receive a letter of notice. On the 16<sup>th</sup> (12<sup>th</sup> for school-year employees) normal absence, the employee will have a meeting with the RESPA president (MEA UniServ if need be), their supervisor or his/her designee and the Assistant Superintendent for Human Resources. A written notice will be generated by the Assistant Superintendent of Human Resources, and placed in the employees personnel file, regarding the discussion of the meeting.

L. Adoption and Guardianship

Employees that have arranged and been notified that adoption or guardianship of a child under age 6 has been secured, may take up to twenty (20) days paid leave, provided they have accumulated sick leave. It is implied that a leave for adoption and/or guardianship should be one parent only, it must be for a child and the employee shall provide the Superintendent or his/her designee, with proper documentation from the appropriate authorities. When possible, at least six (6) weeks' notice should be given in writing of the intent to take an adoption leave and submitted to the Superintendent or his/her designee.

## ARTICLE XIV

### WORKERS' COMPENSATION

#### A. Benefits

In the event of an on-the-job accident in which the employee is entitled to benefits under Worker's Compensation, the employee will be paid by the Board of Education for the total number of days of accumulated sick leave without loss of sick leave benefits or accumulated days to the employee. This provision applies to all persons covered by this contract. Employee agrees to reimburse employer the compensation received by Worker's Compensation in exchange for reimbursed equivalent sick days.

EXAMPLE: John Doe - thirty (30) days accumulated sick leave

Daily pay - \$20.00 ---John Doe's Worker's  
Compensation - \$12.00 Est. – Board of Education pays \$8.00 - Equal  
to daily rate of \$20.00 Board would pay \$8.00 per day up to thirty (30)

#### B. Number of Days

The number of sick leave days used for Worker's Compensation purposes would be subtracted from the total accumulated sick leave. The checks received from Worker's Compensation will need to be reimbursed to the employer in exchange for 66 2/3% reimbursement of sick days back to the employee. Should the employee run out of sick days, they could then cash any checks received from Worker's Compensation.

#### C. Vacation/Christmas/Spring Breaks

An employee freezes sick days and draws only a Worker's Compensation check during Christmas and/or Spring Breaks, saving vacation days until he/she is able to return to work. An employee who has vacation time earned per Master Agreement and, due to receiving worker comp wages is unable to use vacation days, these days may be converted to sick days at the end of the fiscal year or at the time an employee has used all sick days. Upon approval of the supervisor, an employee may elect to use the vacation days rather than convert to sick days. Consideration must be given to the work schedule so as not to cause a hardship to the department.

## ARTICLE XV

<b>SALARY SCHEDULES/JOB CLASSIFICATIONS/WORKING CONDITIONS</b>
--

For all salary schedules, “Steps” does not necessarily equate to “Years of Service”.

<b>Bus Drivers</b>
--------------------

	2024-2025	2025-2026	2026-2027
Step 1	\$21.38		
Step 2	\$21.92		
Step 3-6	\$22.92		
Step 7-10 (Includes \$.24 )	\$23.81		
Step 11- 14(Includes \$.30 )	\$23.96		
Step 15+	\$24.11		
Trip Rate:	\$17.00 per hour		
Designated Special-Education Driver*	\$.45 added per hour		
Designated-Team Driver*	\$.35 added per hour		
Designated Bus Driver Trainer	\$23.00 per hour		
Probationary Driver	\$17.00 per hour		
Bus Washer	\$15.00 per hour		
*Special Education Drivers that are also Team Drivers will receive a total of \$.45 added per hour			

**Substitute Bus Drivers shall receive Step 1 salaries or higher at the discretion of the Administration.**

\*\*A wage re-opener has been established for the 25-26 school year.



**PARAPROFESSIONALS**

Each paraprofessional will be placed in a class according to the primary function of their position. It is understood that paraprofessionals may be assigned to multiple job responsibilities from each classification, but the rate shall not fluctuate and will be based on whichever class the majority of their regular daily work is classified as.

Class 1- GENERAL POSITIONS: classroom paraprofessionals, crossing guard, playground, noon duty, bus duty, media assistants, general assignments

Class 2-SPECIALIST POSITIONS: resource room assignments, one-on-one special education paraprofessionals, early childhood special education paraprofessionals, Spanish immersion paraprofessionals, RITS paraprofessionals

Class 3- SUPERVISORY POSITIONS: health room paraprofessionals, RITS transition coordinators, elementary library manager, secondary lead library paraprofessional, other supervisory roles

<b>Paraprofessionals</b>			
<b>CLASSIFICATIONS/STEPS</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
<b>CLASS I:</b>			
Step 1	\$15.84		
Step 2	\$16.41		
Step 3	\$16.91		
Step 4	\$17.31		
Step 5-7	\$17.82		
Step 8-10	\$18.85		
Step 11-14	\$19.13		
Step 15+	\$19.42		
<b>CLASS II:</b>			
Step 1	\$16.41		
Step 2	\$17.02		
Step 3	\$17.55		
Step 4	\$18.00		
Step 5-7	\$18.56		
Step 8-10	\$19.69		
Step 11-14	\$20.13		
Step 15+	\$20.57		
<b>CLASS III:</b>			
Step 1	\$16.69		
Step 2	\$17.27		
Step 3	\$17.80		
Step 4	\$18.21		
Step 5-7	\$18.79		
Step 8-10	\$20.04		
Step 11-14	\$20.53		
Step 15+	\$21.02		

Braille	Additional \$4,000/year stipend
Sign Language Interpreter	Additional \$4,000/year stipend
Medically Fragile	\$0.50 added per hour

\* Medically Fragile is defined as: the handling of bodily functions, assistance with toileting/diapering and/or any triaging of medically related problems or diagnosed conditions/diseases.

**Substitute Paraprofessionals, Crossing Guards, and Library Assistants shall receive Step 1 salaries or higher at the discretion of the Administration.**

**\*A wage reopener has been established for 2025-2026 per this agreement**

Administrative Assistants
---------------------------

**CLASS I:**

- ◆ Part-time Administrative Assistant/Clerical Personnel (those who regularly work less than a normal week)
- ◆ Reading Administrative Assistant
- ◆ Substitute Administrative Assistant

**CLASS II:**

- ◆ Elementary Administrative Assistant
- ◆ Assistant Principals' Administrative Assistant
- ◆ Media Administrative Assistant
- ◆ Attendance Assistant
- ◆ Title 1 Director's Administrative Assistant
- ◆ Administrative Assistant to Directors (i.e., High School Media Center, Special Services, Transportation, Athletic and Guidance Administrative Assistant)
- ◆ Alternative Education Administrative Assistant
- ◆ High School (10-12) Registrar

**CLASS III:**

- ◆ High School Principal's Administrative Assistant
- ◆ Middle School Principal's Administrative Assistant
- ◆ Elementary Principal's Head Administrative Assistant
- ◆ Director of Community Services Administrative Assistant
- ◆ Director of Special Services Administrative Assistant
- ◆ Webmaster Administrative Assistant

<b>ADMINISTRATIVE ASSISTANTS</b>			
<b>CLASSIFICATIONS/STEPS</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
<b>CLASS I:</b>			
Step 1	\$16.72		
Step 2	\$17.39		
Step 3	\$18.16		
Step 4	\$18.88		
Step 5	\$19.67		
Step 6-7	\$20.11		
Step 8-10	\$20.55		
Step 11- 14	\$20.81		
Step 15+	\$21.07		
<b>CLASS II:</b>			
Step 1	\$17.53		
Step 2	\$18.22		
Step 3	\$18.91		
Step 4	\$19.55		
Step 5	\$20.53		
Step 6-7	\$21.34		
Step 8-10	\$22.16		
Step 11- 14	\$22.83		
Step 15+	\$23.41		
<b>CLASS III:</b>			
Step 1	\$18.55		
Step 2	\$19.19		
Step 3	\$19.85		
Step 4	\$20.50		
Step 5	\$21.34		
Step 6-7	\$22.31		
Step 8-10	\$23.28		
Step 11- 14	\$24.11		
Step 15+	\$24.45		
<b>Diabetic Testing</b>	\$ .25 added per hour		
<b>*A wage reopener has been established for 2025-2026 per this agreement</b>			

**ADMINISTRATIVE ASSISTANT/CLERICAL-HOURLY WAGES**

Part-time administrative assistants and substitute administrative assistants shall receive Class I, Step 1 salaries or higher at the discretion of the Administration.

The WORK YEAR will normally commence two (2) weeks before the beginning of the school year and end one (1) week after the final student day. Those who work additional weeks will be paid according to the schedule. Prior to the end of each school year, at the beginning of, or during the

school year when the Board adopted budget is altered and/or adjusted, the administration will notify the RESPA President of the start and end date for administrative assistants and clerical personnel for the upcoming school year.

Class III administrative assistants may be scheduled an additional five (5) days to support building needs.

School year transportation Administrative Assistants (includes bus router position) shall normally work three (3) weeks after the completion of the school year and four (4) weeks prior to the beginning of the new school year. Any change in schedule will be at the supervisor's discretion.

The parties mutually agree the Administration has the right to assign Administrative Assistants to levels, duties and placement on wage scales based on job level categories.

Both parties also mutually agree various circumstances may arise where the Administration has the right to compensate an administrative assistant up to fifteen (15) cents more per hour when additional full-time administrative assistant help is provided due to growth or other reasons. This provision normally would be applicable to Class III principals' administrative assistant in the elementary schools.

Any administrative assistant in this situation shall describe in writing how their circumstances will have this provision applicable to them and send such request to his/her principal.

#### RE-CLASSIFICATION OF JOB LEVEL

No administrative assistant/clerical job level/category shall be changed or otherwise modified except under the following conditions:

1. There is a definite change in the duties and responsibilities of the administrative assistant/clerical position which warrants such re-classification by the Administration.
2. If the performance of the administrative assistant/clerical personnel, with cause, is determined to be inadequate by the Administration.
3. If there is a change of personnel at that position.

Food Service
--------------

	2024-2025	2025-2026	2026-2027
<b>PROBATIONARY/PART TIME (LESS THAN 6 HOURS PER DAY):</b>			
Step 1	\$16.34		
Step 2	\$16.68		
Step 3-5	\$18.21		
Step 6-10	\$19.29		
Step 11-14	\$19.57		
Step 15+	\$19.85		
<b>Baker</b>	\$0.38 added per hour		
<b>Elementary Cook</b>	\$0.25 added per hour		
<b>Coordinator</b>	\$1.35 added per hour		
<b>Head Cook</b>	\$0.70 added per hour		
<b>Food Service Driver</b>	See Class II Custodial Maintenance below		

**\*A wage reopener has been established for 2025-2026 per this agreement**

**Substitute Food Service Employees shall receive Step 1 salaries or higher at the discretion of the Administration.**

Custodial / Maintenance
-------------------------

CLASS 1:

Part-Time Laborers

Persons in this classification work with custodians in general custodial duties. Usually work less than eight (8) hours per day.

CLASS 2:

Custodians, Custodial Assistants, Food Service Driver and General Laborers

This classification includes building custodians, drivers (including food service driver), and any others in the General Labor areas of the operation. Also includes laundress.

CLASS 3:

Pool Operators/Lead Custodian

The specialist classification includes those employees with expertise in one or two areas or more, and assigned to specific jobs. Included in this group are pool operator and general maintenance.

CLASS 4:

Head Custodians

Designated head custodians fill this classification.

CLASS 5A:

Skilled Maintenance,

The top class is for persons employed as skilled maintenance personnel. Skilled maintenance personnel shall be proficient in several areas and have necessary certification. The areas may include plumbing, electrical, heating, motors, engines, welding and machine shop. Assignment to maintenance will be determined by experience and proficiency exams or as determined by the Administration in Class 4 Section A above.

CLASS 5B:

Licensed Plumbers and Electricians

Plumbers and Electricians employed by the Rockford Public School District provided they are certified, licensed journeymen or a master.

CLASS 5C:

General Maintenance

Included in this group are skilled painters, carpenters, snowplowers and similar craftsmen.

a. General maintenance employees, after their eighth (8) consecutive year of service, may request to the director of operations, to be re-classified as skilled maintenance (class 5). Experience, certification, staff development or other work related issues will be taken into consideration when reaching a decision. Appeals can be filed to the Superintendent of Human Resources or his/her designee.

<b>CLASSIFICATION</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
<b>CLASS I: Part-time laborers</b>			
Step 1	\$17.65		
Step 2	\$17.71		
Step 3-5	\$17.76		
Step 6-10	\$17.92		
Step 11-14	\$18.04		
Step -15+	\$18.16		
Second Shift		\$.25 added per hour	
Third Shift		\$.35 added per hour	
Part Time Labor (Discretionary)		Minimum Wage	
<b>CLASS II: Custodians, Custodial Assistants, Food Service Driver and General Laborers:</b>			
Step 1	\$20.23		
Step 2	\$20.30		
Step 3-5	\$20.52		
Step 6-10	\$21.33		
Step 11-14	\$21.81		
Step 15+	\$22.29		
Second Shift		\$.25 added per hour	
Third Shift		\$.35 added per hour	
High School		\$.20 added per hour	
<b>CLASS III: Pool Operators and Lead Custodians:</b>			
Step 1	\$20.94		
Step 2	\$21.00		
Step 3-5	\$21.06		
Step 6-10	\$21.79		
Step 11--14	\$22.37		
Step - 15+	\$22.95		
Second Shift		\$.25 added per hour	
Third Shift		\$.35 added per hour	
High School		\$.20 added per hour	
<b>CLASS IV: Head Custodians:</b>			
Step 1	\$21.62		
Step 2	\$21.68		
Step 3-5	\$21.74		
Step 6-10	\$22.68		
Step 11-14	\$23.10		
Step 15+	\$23.51		
Second Shift		\$.25 added per hour	
Third Shift		\$.35 added per hour	
High School		\$.20 added per hour	



CLASSIFICATION	2024-2025	2025-2026	2026-2027
<b>CLASS Va: Skilled Maintenance:</b>			
Step 1	\$23.87		
Step 2	\$23.93		
Step 3-5	\$25.15		
Step 6-10	\$26.48		
Step 11-14	\$26.86		
Step 15+	\$27.24		
Additional \$500/year stipend			
<b>CLASS Vb: Licensed Plumbers/Electricians:</b>			
Step 1	\$26.60		
Step 2	\$26.66		
Step 3-5	\$29.19		
Step 6-10	\$30.24		
Step 11-14	\$30.45		
Step 15+	\$30.66		
Additional \$4,000/year stipend			
<b>CLASS Vc: Maintenance</b>			
Step1	\$21.87		
Step2	\$22.10		
Step3	\$22.38		
Step4	\$23.08		
Step5	\$23.79		
Step 6-10	\$24.79		
Step 11-14	\$25.17		
Step 15+	\$25.55		
Additional \$500/year stipend			

**\*A wage reopener has been established for 2025-2026 per this agreement**

The first year rate may be up to \$1.00 per hour below the class rate. An additional \$0.20 per hour may be awarded for merit.

Substitute Custodial / Maintenance shall receive Class I, Step 1 salaries or higher at the discretion of the Administration.

Maintenance/Lead Project Manager: One (1) for the entire district shall receive an additional \$6,000.00 stipend per year.

## A. In-Service for All Employees

### 1. Bus Drivers

Required in-service meetings sponsored by the Michigan Department of Education or the Board of Education will be paid at the regular rate. The first (1) staff development day prior to the first student instructional day, any drivers not attending will not be compensated.

For purposes of staff development days, a day is considered 6 hours (8:00 a.m. to 12:00 p.m., 12:00 p.m. – 1:00 p.m. non-paid lunch and 1:00 p.m. to 3:00 p.m.). A half-day of staff development is considered 3 hours.

Additionally, if an employee is required and assigned to work beyond the compensated time for his/her regular trip assignment for: (a) construction of Special Education runs, (b) construction of student ridership lists, (c) in-person on-site attendance at a parent conference if required to attend, (d) other required duties as assigned by the supervisor, but only if the time actually spent extends beyond the normal compensated time-

### 2. Paraprofessionals

Required in-service meetings sponsored by the Michigan Department of Education or the Board of Education will be paid at the regular rate of pay. The first (1) staff development day prior to the first student instruction, as well as six (6) in-service hours on teacher professional development days will be required. Any employees not attending will not be compensated. When in-service school improvement and record days are held during the school year paraprofessionals will not attend unless requested by their Principal. When in attendance at their building school improvement and record days they will be compensated at their regular hourly rate of pay. For purposes of staff development days, a day is considered 6 hours (8:00 a.m. to 12:00 p.m., 12:00 p.m. – 1:00 p.m. non-paid lunch and 1:00 p.m. to 3:00 p.m.). A half- day of staff development is considered 3 hours.

a. Elementary Library Managers and Secondary Lead Library/Media Paraprofessionals shall work their regular standard hours on all student half days, parent/teacher conference days, exam days and all teacher professional development days during the school year.

### 3. Custodial/Maintenance

For school year custodians/custodial assistants, regular in-service meetings sponsored by the Michigan Department of Education or the Board of Education will be paid at the regular rate of pay. The first (1) staff development day prior to the first student instruction day, as well as six (6) in-service hours on teacher professional development days will be required. Any employees not attending will not be compensated. For purposes of staff development days, a day is considered 6 hours (8:00 a.m. to 12:00 p.m., 12:00 p.m. – 1:00 p.m. non-paid lunch and 1:00 p.m. to 3:00 p.m.). A half-day of staff development is considered 3 hours.

4. Food Service Employees

Regular in-service meetings sponsored by the Michigan Department of Education or Board of Education will be paid at the regular rate of pay. The first one (1) day staff development prior to the first student instructional day will be required. Any employees not attending will not be compensated. For purposes of staff development days, a day is considered 6 hours (8:00 a.m. to 12:00 p.m., 12:00 p.m. – 1:00 p.m. non-paid lunch and 1:00 p.m. to 3:00 p.m.). A half-day of staff development is considered 3 hours.

5. Administrative Assistant/Clerical

Administrative Assistants should improve their skills by attending workshops and in-service meetings held for that purpose. The members of the administrative assistant/clerical classification covered by this Agreement are encouraged to attend certain conventions, workshops or institutes throughout the year. Attendance which is required or approved in advance by the building principal and central Administration shall not result in loss of pay to the administrative assistant/clerical personnel involved. For those administrative assistant/clerical personnel participating in approved conventions, workshops or in-service, a rotation system will be adopted by the Administration to permit attendance when work duties limit the number of individuals participating. Expense for attendance at the above conferences and workshops will be reimbursed by the School District in keeping with the Board policy. Up to six (6) in-service hours on teacher professional development days may be scheduled.

Activities to be suggested by the vice-president of the administrative assistant group for review and approval by the Administration. A written plan shall be submitted to the Superintendent of Schools or his/her designee a minimum of thirty (30) days in advance of the in-service date. Expenses incurred for the in-service are to be covered by the Board and attendance will not result in loss of wages. All administrative assistants shall participate and attend any assigned in-service days and will not be compensated unless absent on a prearranged approved leave by the Superintendent of Schools or his/her designee. The Administration may schedule more in-service days in its discretion should it deem necessary.

B. Working Conditions for All Employees

1. Salary Payments/Deductions

Salary payments will be made not less than every second Friday. Withholding tax and insurance deductions will be made where required by law or authorized by the individual. Employees shall be responsible for any premiums not covered by Board contributions and will reimburse the Board for any such premium costs advanced.

2. Health

In order to provide continuing health protection for students, it shall be the policy of the Board that:

- a. Upon initial employment, each employee may be required to have a physical examination certifying that the individual is capable of carrying out his/her particular assignment.

3. Mileage  
Employees will be paid at the current IRS rate, for any required use of their vehicles and for the distance between work sites when work is at more than one site.

4. School Closings

Bus Drivers, Paraprofessionals, school year Custodial/Custodial Assistants, Food Service Employees, Crossing Guards and Library Support Staff.

1. In the event school is closed or delayed due to conditions determined by the Administration to be beyond the control of school authorities (for example, adverse weather conditions, health concerns, equipment breakdowns or other reasons), employees shall be paid their regular wages for days that they were scheduled to work which are then forgiven by state law or school act. If school is closed beyond what the law or school act provides, the Board of Education shall be entitled to reschedule such days. Employees shall work on such rescheduled days and then will be compensated for working on these rescheduled days.

2. Should legislation repeal the need for these “make up” days, the above language will return to the previous language which stated: “In the event school is cancelled, employees will receive pay for their regularly scheduled assigned hours.”

3. On days that school is delayed, paraprofessionals will be compensated for their regular scheduled standard hours.

- b. Administrative Assistant/Clerical/Custodians/Maintenance

All of the above are to report on all days included in the contract with the following exceptions:

If conditions necessitate deviation from normal working hours, the employee will notify their administrator of such conditions. They must make every reasonable effort to report as soon as conditions permit and will be paid for a full day. If the employee is truly unable to report to work at all due to extremely severe weather conditions, they may submit a written report to the Superintendent of Schools or his/her designee for review of the conditions within three (3) days requesting to use that day as a vacation/personal or unpaid day. The Superintendent of Schools or his/her designee shall make a final decision after receiving this input.

In the event of a tornado watch or severe storm during the workday, employees may be dismissed by the principal after clearance with the central Administration office.

If an employee fails to report for work, he/she will not be paid for such day. If employees are instructed not to report for work, they will be paid.

- c. It is understood that custodial and maintenance staff are essential to operations and may be required to report even under extreme conditions.

i. All Maintenance Department Employees and 12 month Custodial Employees will be classified as “Essential Personnel” for the purpose of clarifying who is to report on days with unusually adverse weather conditions. During such days Maintenance employees report to complete such district duties as snow removal/salting, building checks. On these days Essential Personnel shall be compensated at a rate of one and one-half their hourly rate. This is to properly compensate staff for the increased risk involved in completing these essential district duties.

ii. For Essential Personnel, on days that all “Non-Essential Personnel” need not report, Essential Personnel may still be required to report and perform necessary District duties. This is in the understanding that performing these duties on such days can help to prevent or minimize damage/loss to school property.

iii. Regular snow days in which building secretaries and administration are to report will not count as one of the aforementioned days. The above language is specific to unusually extreme conditions when the district is fundamentally shut-down and these workers are required to report.

5. Hours of Work

- a. At the administrator’s discretion, work times may be adjusted on teacher records days so long as building needs are being adequately met.
- b. Work time which is initiated, required and assigned by the employer shall be compensated.

6. Overtime

a. The rate of one and one-half (1 ½) times the hourly rate of the employee will be paid for the following:

1. Work over eight (8) hours per day (excluding bus drivers).
2. Work over forty (40) hours per week

Also, for those employees working in different positions, no employee will be scheduled to work more than eight (8) hours per day. For those employees working in different positions, they must work the regular hours for which position they are scheduled. There will be no duplication or overlap of pay. Half days may not apply.

b. The rate of two (2) times the hourly rate of the employee will be paid for the following:

1. All holiday work.
2. All Sunday work (except “building checks” as noted below)

It is understood and agreed that during periods of revenue shortages, millage defeats or other circumstances, and/or emergency situations, the Board may not be able to afford to implement the double hourly rate mentioned above. When this occurs, the employee will receive one and one half (1 ½) times their regular base pay, only after the Association president and chief negotiator have had input regarding this decision.

c. Employees called into work on nonscheduled hours shall receive a minimum of two (2) hours pay. The employee will stay for the time needed to complete the necessary inspection, repairs or assignment, unless released by their supervisor, and shall productively work during such time. This provision shall not apply to scheduled overtime at the beginning or end of the workday. Custodians assigned to conduct building checks during non-scheduled hours shall receive a minimum of one (1) hour of pay at one and one-half (1 ½) times the hourly rate.

Any person who is assigned to check two (2) buildings shall receive one and one-half (1 ½) hours of pay.

d. Overtime must be authorized by the appropriate supervisor where practicable.

e. Any cook who regularly works shall receive one and one-half (1 ½) times the hourly rate for any work performed on Saturdays or two (2) times the rate of pay on Sunday.

7. Experience Credit Any employee hired or rehired with past classification experience may be credited with actual experience at the discretion of the human resources department but such experience shall not be reflected on the master seniority list.

8. Breaks Any employee (excluding bus drivers) working three (3) hours per day shall be entitled to one (1) duty-free fifteen (15) minute break per day. Any employee working six (6) hours or more per day shall be entitled to two (2) such breaks per day. The time of breaks shall be assigned and/or determined by the Director or Supervisor.

9. Lunch/Dinner Any custodial/maintenance employee, administrative assistant or paraprofessional who is regularly assigned to six (6) hours or more per day shall receive a duty-free unpaid meal period of up to one (1) hour as assigned by the supervisor. If the meal period is interrupted for necessary work, a later duty-free period will be provided or the employee will be compensated for the interruption. Employees may leave the school premises during the period, except for second and third shift personnel, who shall remain at their assigned building.

10. Employee Absences If an employee is absent, it is the employee's responsibility to directly inform his/her supervisor no later than the assigned time so a possible substitute or revised work schedule for existing employees can be developed and then assigned. Employees may have their work schedule modified as determined by the Board to address work normally done by an absent employee.

If an employee is to be absent, it is the employee's responsibility to directly inform the supervisor as follows:

a. First shift employees – No later than one (1) hour before the beginning of the first shift

b. Second and third shift employees – No later than three (3) hours before the beginning of these shifts

11. Assignments will be made within classifications. Personnel interested in moving to higher classifications shall notify personnel office for future consideration.

12. Employees interested in additional work must notify the Superintendent of Schools or his/her designee in writing by August 1 of any given year specifying areas of work and time availability.

### C. Bus Driver Working Conditions

1. Licenses Any required chauffeur's license for public school employees required by the District to drive others as part of their job responsibilities is to be obtained and kept current by each employee, with the expense of the license to be reimbursed by the Board, upon presentation of a paid receipt.

2. Warm-up Time

a. Regular drivers who are scheduled an A.M./P.M. route will be paid a pre-trip inspection of ten (10) minutes for their first route/trip and 10 minutes for their second scheduled route/trip. This includes a complete inspection, including under the hood (as described under CDL vehicle code and beginning bus driver curriculum). Team drivers and "as needed subs" will be paid a pre-trip inspection of 10 minutes for the first route/trip of the day and 10 minutes for additional route/trip. Warm-up time shall be included for extra field trips as determined by the supervisor. Pre-trip inspections shall be included in the warm-up time and completed prior to all trips leaving the premises.

b. Consecutive duties in a vehicle, which has a one (1) hour or less layover, shall not be allocated warm-up/pre-trip inspection time.

c. All drivers will start and warm-up their assigned buses unless released or otherwise assigned by the transportation supervisor.

d. Warm-up time for regular assigned runs shall be considered paid time for purposes of paid leave and insurance benefits.

3. Cleaning of Buses

a. Drivers will be paid fourteen (14) minutes per day for cleaning interior of bus. It is also understood that if this time is abused, pay will be docked after two warnings.

b. All bus drivers will be asked to thoroughly clean his/her individual bus following the last student run of each school year, as described below.

Bus drivers will be given up to six (6) hours of pay at \$15.00 per hour to clean his/her bus in accordance with the cleaning list/criteria provided by the Director of Transportation or his/her designee. If the bus does not meet the cleaning standard (cleaning list/criteria), the bus driver shall accommodate the cleaning request at no additional cost to the district. Bus drivers shall have up to three weeks after the school year is over (last instructional day) to complete the cleaning task.

While bus drivers are strongly encouraged to clean his/her own bus, he/she may decline. All buses that are left to be cleaned will be offered to the two (2) top-senior bus drivers and continue down the seniority list until a custodial assistant(s) can be found.

It is understood that up to six (6) hours will be allotted to clean a single bus. If two (2) drivers decide to clean a bus, each driver will receive up to three (3) hour of pay.

4. Pay for Warm-up and Cleaning  
Hourly rates will apply to warm-up and cleaning time.
5. Minimum Call-In Pay  
Drivers called in for duty and not needed shall be paid one (1) hour minimum.
6. Extra Trip Minimum  
Extra trips will pay one and one-half (1 1/2) hour minimum. Drop-off only trips will be paid a two (2) hour minimum.
7. Overnight Trips  
Overnight trips to pay one-half (1/2) trip pay for all down-time, plus expenses, if judged reasonable and required by the Administration.
8. Layover Time  
It is understood and agreed layover time shall be paid only for waiting time between the regularly scheduled secondary and elementary runs. Layover time is included as necessary, based upon the daily run. When the Elementary and Secondary parent teacher conferences are on different calendar days, all drivers will be compensated for thirty (30) minutes layover time for those days.
9. Payment Computation
  - a. Bus drivers driving time shall be assigned according to the Versa Trans Routing program times. If additional time is deemed necessary by drivers, this matter shall be discussed with the Director of Transportation. The Director of Transportation shall have the right to use actual driving time recorded by bus cameras for accurate calculations. If a decision cannot be reached, the bus driver may request that actual driving time be recorded daily by the Director of Transportation over a period of ten (10) to fifteen (15) days. Total hours shall be multiplied by the hourly rate and then divided by ten (10) to fifteen (15) days to determine the average daily rate for that designated run.
  - b. It is understood and agreed by both parties that the success of this system will depend upon the integrity of the employee reporting accurate times. Those not reporting accurate times shall be subject to discipline.
  - c. Runs shall be timed in a manner acceptable to both the association and board during the first three weeks of school.



10. Meal Allowance Policy to be Used Only for Extra Trips

- a. A meal allowance will be paid up to the stated maximums upon presentation of an itemized receipt based upon the following schedule:
  - Breakfast and Noon Meal: Up to \$7 per meal
  - Evening Meal: Up to \$10 per meal
  - Breakfast: When the assigned departure time begins between 5:00 a.m. and 10:59 a.m.
  - Noon Meal: When the assigned departure time begins between 11:00 a.m. and 2:30 p.m.
  - Evening Meal: When the assigned departure time begins between 2:30 p.m. and 12:00 p.m.
- b. For each three (3) hours you complete on a trip, you will be entitled to one (1) meal, with a maximum of three (3) meals per 24-hour period.
- c. Meal money is excluded for drop-only trips.
- d. Should any extra trip require the overlapping of the above schedule, the meal allowance may then be combined not to exceed the total allowable expense of \$17.50 maximum per day per assignment.
- e. The Administration expressly retains the sole discretionary judgment to approve other meal allowances dependent on circumstances. This discretionary decision is subject to the grievance system, but only through Step 3.

11. Lift-Enabled Buses The lift shall be operated only by the driver or trained assistants. A driver or trained assistant must secure the wheel chair, and remove the securements at the school or home.

12. Definitions of Trips, Shuttles, Runs

- Trips: A service provided to a group of students, which is not to and from home or school.
- Shuttles: A shuttle is a service added to a run, without adding time beyond the actual time it takes and will not involve layover time.
- Runs: A run is to and/or from school service that transports students to educational programming.

- A. **Regular Trip List**: Trips shall be posted each Monday for the following week.
  - a. Drivers will sign up for their preferred trips by Wednesday at noon of the same week.
  - b. Trips will be assigned on a rotating seniority basis.
  - c. Overtime shall not be granted.
  - d. Trips may not interfere with a driver's regular route unless substitutes are available at the discretion of the Director of Transportation, but may interfere with a scheduled shuttle.

- e. If a trip is canceled, there will be no make-up trip assigned.
- f. If a trip is canceled or changed after assignment, the driver will still be paid.
- g. As-needed subs are only eligible to take trips that no regular driver can service.

B, Emergency Trip List: Drivers must sign up for the Emergency Trip List to be considered.

- a. This list is designated for trips that are added late or not assigned on the regular trip list.
- b. If a driver is ill and cannot take an assigned regular trip, the trip shall be made available on the emergency trip list.
- c. Overtime may be granted on this list.
- d. If a trip is extended, once already assigned, the driver may keep the trip even if it puts them into earned overtime.
- e. This is a rolling list, resets weekly and always starts with the most senior driver available.
- f. If a trip is canceled, there will be no make-up trips assigned.
- g. Trips that occur during Winter Break, Spring Break, Thanksgiving Break or Graduation Trips will all go straight to the Emergency Trip List. Summer trips will be maintained on a rotating list for those who sign up for Summer work.
- h. Summer trips will be maintained on a separate summer trip list and are considered extra duty work.
- i. Drivers who work less than 15 regular route hours per week are eligible for additional hours up to 25 hours per week of a combination of regular runs and regular trips. Drivers who work less than 15 regular route hours per week are eligible for placement on the emergency list, but they will be placed at the bottom of said list.
- j. If there is an immediate need or emergency, the Director of Transportation (or Designee) may assign a trip to anyone, at their discretion.

13. For all Trips- If a driver is assigned a trip and then turns it back in or doesn't take the trip, the driver will be removed from the list for one rotation. If this happens three times, the driver will be removed from all lists for the remainder of the current school year and will be ineligible to take trips. This does not apply to those that cannot do a trip due to significant medical events or bereavement.

14. The board of education will pay up to \$150 to all non-probationary bus drivers every three (3) years toward the purchase of one (1) jacket. The administration will choose the vendor, color, style and printing on the jacket. (Jackets purchased in 24-25 and will be purchased again in 27-28.)

#### D. Paraprofessional Working Conditions

##### 1. Paraprofessional Assignment

a. When a paraprofessional has a current assignment which is seventy- five percent (75%) or less than the previous year's assignment, the paraprofessional shall be assigned to the next available classroom paraprofessional or lunch room paraprofessional position in the District provided the times are compatible with his/her current assignment and he/she is qualified for the available position. When more than one classroom paraprofessional is affected, qualifications and compatibility shall be considered in placement determination.

b. The paraprofessional shall notify the Superintendent of Schools or his/her designee in writing of the circumstances within five (5) days of such event of their interest in and availability for additional assignments.

c. The Rockford Public Schools and the RESPA agree that two representatives of RESPA's choosing shall be invited to Administrators' Meeting in the summer to observe and provide suggestions regarding the assignment of paraprofessional duties. After the summer placement meeting each school year, the local Association president may notify, in writing, the Superintendent of Schools or his/her designee of a desire to reassess the current assignment of classroom paraprofessionals, where it appears the length of service to the District is not adequately reflected in the hours of the classroom paraprofessional aide's assignments. Classroom paraprofessional assignments may be revised once after this review to adjust hours of assignment in consideration of length of service.

2. Paraprofessionals can generally expect to be reassigned to their previous position for the following year assuming the positions are determined to be available and necessary by the Administration and in the absence of an unsatisfactory evaluation by the Administration.

3. Paraprofessionals who are scheduled to be outside for 10 or more hours per week shall be given the ability to order a coat on the same schedule and allowance as the transportation department.

4. Library paraprofessionals will work five (5) days before students begin school and three (3) days after students last day of school. Hours for the week before school begins shall be determined based on district needs. Except in emergency situations, employees shall be notified of their before school schedule at least 5 days in advance.

Elementary Library Managers and Secondary Head Library Paraprofessionals shall begin work five days prior to the first student day and five (5) days after the last student day.

5. For current paraprofessionals who have to meet the requirements of (20 USC 6319(c)) of the No Child Left Behind Act through an academic assessment, the district agrees to pay for the costs associated with taking, or taking the required test a second time, or other state required tests for highly qualified status.

## E. Custodial/Maintenance Working Conditions

### 1. Working Hours

a. All maintenance and custodial and grounds employees are normally required to work a total of forty (40) hours per week during the year. These hours will normally be Monday through Friday. Any exceptions will be by mutual agreement of the Board and the Association. (Individual work schedules showing employee's shift and hours shall be furnished to all employees by their immediate supervisor.)

b. Shifts - The superintendent or his/her designee shall meet with the association president and solicit input regarding the change in shift time.

The Board reserves the right to change the above regular starting hours in order to accommodate special needs.

c. Second and third shift employees shall receive a paid meal period provided they are scheduled for an eight (8) hour shift. Such meal period shall normally be one-half (1/2) hour, as assigned by the supervisor. These employees shall be restricted to their assigned buildings for these meal periods.

d. Each full-time work schedule will provide for two (2) fifteen (15) minute breaks during the work period. Breaks and lunch schedules will be determined by the director of operations or his/her designee.

e. Shift times and the premiums associated with those shifts will be defined as follows:

i. 1st Shift- 5:00 a.m. until 11:59 a.m.

ii. 2nd Shift- 12:00 p.m. until 9:59 p.m.

iii. 3rd Shift- 10:00 p.m. until 4:59 a.m.

The shift (and associated premium below) an employee works is based upon their start time that is assigned by the Administration. If specifically directed by Administration to report at a specific time outside of the employee's normal shift, said employee is entitled to all premiums associated with that shift for the entirety of the shift but only to the extent that the change was directed by administration to meet a specific district need. If the shift worked required carries over into another shift, the employee shall only be entitled based on the shift premium articulated by the start time of the shift.

Custodial/Maintenance Department Shift Premiums shall be allocated as follows:

- 2nd Shift- \$0.25 per Hour Added

- 3rd Shift- \$0.35 per Hour Added

e. Personal time away from the job shall take place only if approval is received from the supervisor.

- f. In the event of a total power outage in a building, and when all other building staff have already been dismissed, custodial and maintenance staff may be dismissed or diverted to another building upon approval of the Director of Operations or his/her designee, with the understanding that they may be called back to complete their shift when power is restored.
2. **Clothing Allowance-** To maintain a high standard of appearance, all custodian and maintenance personnel are required to wear uniforms. The Board shall pay \$150.00 per year for full and part-time employees.
3. **Building Work/Overtime Assignments-** All overtime work will be assigned and rotated on an equitable basis. All employees in each school shall have the opportunity for the overtime work on a rotated basis by seniority. If no one volunteers for the overtime work, it will be the responsibility of the Director of Operations or his/her designee to notify the employees who have signed up on the district overtime list.
4. **District Overtime Lists**
  - a. Bargaining unit members who wish to be placed on the overtime rotation list for a particular building(s), or the entire district, shall send a list of the buildings they wish to work overtime in to the Director of Operations or his/her designee during the first week of school (Form included in Appendix A).
  - b. Should no staff from the above list accept an overtime assignment, the Director of Operations or his/her designee shall assign the overtime shift to the custodial employee as a mandatory overtime shift on a reverse rotation starting with the least senior staff member.
5. For the purpose of calculating overtime eligibility for custodial maintenance employees, any occurrence in the week of holiday pay shall count as hours worked. Other types of leave such as vacation, personal, sick or any other type of leave shall be excluded in the calculation of overtime eligibility.
6. **Summer Hours:** The Director of Operations or his/her designee may offer custodial and maintenance staff the option to work 10 hour days, four (4) days per week to complete their 40-hour work week during the summer months when school is not in session.
  - a. If Custodial and maintenance staff choose to work 10 hour days then overtime will be paid after 10 hours of work per day.
  - b. A custodial or maintenance employee who takes vacation during a 10 hour work week, must work 8 hour shifts during the week in which the leave time occurs as vacation days are allocated 8 hour days only.
  - c. When a custodial or maintenance employee calls in sick during a 10 hour work day, they must enter 10 hours of sick leave for the day.

## F. Food Service Working Conditions

1. Working Hours Food Service workers will work as assigned by the person in charge of the food service program, the beginning and end of which is determined by the person in charge of the food service program. Regular workers are expected to start the first week of school and finish the last week of school. Food Service Employees will work two (2) half (1/2) days or its equivalent cleaning, at normal rate of pay, as assigned by the Administration.

2. Clothing Allowance The Board of Education will pay an annual allowance for Food Service Employees uniforms. Uniforms are to be alike. Determining style, material, etc. will be done by the Director of Food Service. First Year Food Service Employees shall be allotted \$200 per year and all others shall be allotted \$150 per year.

3. When additional hours (including catering) become available in the High School, Freshman Center, East Middle, or North Middle Schools Food Service Department, the Food Service Supervisor shall offer these hours to the employee within each building with the greatest seniority (on a rotating basis). Any Food Service Employee is eligible to be considered for extra work hours regardless of other roles in the district they may serve in. If there are still not enough employees available to work from the building where the work is available, then the hours will be offered to the other food service employees according to the district seniority list (on a rotating basis). The Food Service Supervisor has the option of requiring a head cook (or equally trained/certified employee) to work the extra hours. If the Director of Food Service deems a special circumstance present, he/she may deviate from the above protocol.

b. Non-school year hours- When additional hours become available outside of the school year, the Food Service Coordinator shall offer these hours to the employees per their discretion. These hours will not be required to be offered by building or seniority.

4. A food service employee will be paid two (2) hours whenever a kitchen is used for an activity outside of the normal school day, to insure against loss and damage. On some events normally dealing with activities for Rockford students, this requirement can be waived by mutual agreement.

G. Administrative Assistant/Clerical Working Conditions

◆ Summer Hours

- The normal hours for all administrative assistant/clerical personnel are 8:00 a.m. to 3:00 p.m. during a normal week of Monday through Friday.
- In the event the Administration shall adjust the above normal workday and week, any full-time administrative assistant affected shall be considered a full-time employee as expressed in Articles XIII, XIV and XVI.
- The building principals and directors will determine the summer office hours.
- Nothing herein shall be construed to limit the Board in reducing hours during periods of revenue reductions or other circumstances.

## ARTICLE XVI

INSURANCE
-----------

### A. Qualifications

1. The insurance benefits provided herein shall begin only after the employee has properly completed the necessary forms and the application has been accepted and approved by the carrier.
2. The provisions of this insurance section shall be controlled by the underwriter's requirements regarding benefits, eligibility and other matters.
3. Upon termination, it is the responsibility of the employee to contact the carrier to determine if any conversion rights exist or if any insurance can be extended on a direct pay basis at the employee's cost.
4. It is expressly understood and agreed that the Board's subsidy for benefits shall terminate upon unpaid leaves of absence, resignation, retirement, layoff, dismissal, death, or other terminating circumstances. The Board will continue subsidy for benefits for up to six (6) months for employees on extended illness leave or worker's compensation.
5. There shall be no duplication of health insurance coverage, except as approved by the Superintendent of Schools or his/her designee.
6. Insurance coverage or subsidy shall be provided for twelve (12) months for all eligible employees unless subject to termination under Paragraph 4 above.

## B. Policy Holder

It is the understanding of the Board and the Association that the Board will declare itself policyholder of the negotiated M.E.S.S.A insurance coverage and M.E.S.S.A will then change the P.A.R agreement to accord policyholder status to the Board. Policyholder status will not impair or change the benefit level or carrier negotiated in this agreement or the current claims processing established by M.E.S.S.A.Benefits

## C. Definition of Coverage

The Board shall offer M.E.S.S.A. ABC Plan 1 with a 20% contribution cost to employees who qualify

### Eligibility

The Board will contribute the following cost per month toward the purchase of M.E.S.S.A. Choices II/with preferred Rx or M.E.S.S.A. ABC Plan 1(as outlined above) , provided the employee is not currently covered by a medical insurance plan which is subsidized in whole or in part.

- a. For employees regularly scheduled and assigned to work thirty (30) hours or more a week the Board will contribute up to the full family subscriber rate of M.E.S.S.A. Choices II/with preferred Rx or M.E.S.S.A. ABC Plan 1(as outlined above) . Full coverage shall be inclusive of member only; member and spouse; member and child; member, spouse and child as appropriate under the circumstances. The Board agrees to pay their portion of the increases in the cost of the designated plan (as defined in Article XVI.B.1.), provided, however, the coverage is not increased by M.E.S.S.A.
- b. For employees regularly scheduled and assigned to work twenty-three (23) to twenty-nine (29) hours per week, the Board will contribute up to \$180 toward hospitalization coverage.

The parties agree to the following provisions regarding the insurance provisions of Article XVI-Insurance, of the Master Agreement.

1. To determine eligibility for insurance benefits, bus drivers' hours shall be computed on the prior year's total time worked within the district in regularly scheduled job(s) (i.e., bus run, trips, k-runs, shuttles, attendant duties, in-service, etc. in the transportation department) and current year time spent working in any other union position as per standard hours (i.e., food service).

Subbing a day or week from time to time will not count for determining hours for insurance benefits eligibility.

2. Regular hours worked shall be all hours paid by the employer (as indicated in 1 above).



3. To determine the actual hours worked per week, the GPS (Global Positioning System) may be used or the Director of Transportation may be asked to accompany the bus driver on his/her route.
4. This process shall be repeated each year to determine placement for the following year.
5. Effective September 1, 2022, the district will offer \$600 monthly insurance eligibility stipend for drivers who have regular hours at 20 hours per week or above and elect health insurance in the first 12 months of employment (there is no cash in lieu option for the first 12 months). This is for 12 months only – after the first 12 months of employment, the insurance stipends will revert to the following based upon our standard review of annual hours worked for transportation employees (current contractual language):
  - Less than 20 hours: no insurance eligibility
  - 20-23.99 hours per week: district pays \$130
  - 24-29.99 hours per week: district pays \$180
  - 30+: district provided insurances commensurate to other benefits up to the statewide cap

- c. For employees regularly scheduled and assigned to work twenty (20) to twenty-two (22) hours per week, the Board will contribute up to \$130 toward hospitalization coverage.
- d. While an employee is on a qualified LTD leave, medical insurance will be carried for up to 24 months from the LTD qualifying date.

3. Life Insurance

All employees will receive \$30,000 in term life insurance with a double indemnity clause.

4. Dental Insurance: The Board will provide a dental plan applicable for all other employees working twenty (20) hours or more per week with a annual maximum through the remainder of this agreement; included is an orthodontic lifetime maximum.

5. VSP 2 Vision Plan for all eligible twelve (12) month employees enrolled in the medical insurance plan and eligible school year employees.

All school year employees (other than 12 month employees and those not on the option plan) must work the minimum hours per week as described under Article XVI, Section B.2. Health Insurance, b., and 5, c.

6. For those full-time employees not eligible for medical coverage as determined exclusively by the Administration, they shall be provided with a full-family dental plan.

7. A long term disability plan covering only twelve (12) month employees who are

regularly scheduled and assigned to work thirty (30) hours per week.

The following conditions shall apply:

- a. There will be a ninety (90) calendar day waiting period or expiration of sick leave whichever is greater.
- b. Maximum payment receipt from all sources shall be \$1500 per month.
- c. Sixty-six and two-thirds percent (66 2/3%) of regularly scheduled wages.
- d. All offsets such as Worker's Compensation, retirement income, social security benefits or income from any other group or wholesale franchise plan.

8. Options (for those not taking health)

- a. Each employee who waives health insurance coverage will be paid cash in lieu if they meet the hour requirements as follows:

SCHOOL YEAR EMPLOYEES:

- (1) Employees regularly scheduled to work thirty (30) or more hours per week will receive \$585.00 annually. Spouses who are dual employed by the district will be paid \$292.50 cash in lieu annually.
- (2) Employees regularly scheduled to work twenty (20) or more hours per week will receive \$409.50.00 annually. Spouses who are dual employed by the district will be paid \$204.75 cash in lieu annually.

School year employees' cash in lieu payments shall begin in October ending with the last pay in June. The last pay in June will include cash in lieu due during the summer months.

52 WEEK EMPLOYEES:

- (3) 52 week employees regularly scheduled to work thirty (30) or more hours per week will receive \$643.50 annually. Spouses who are dual employed by the district will be paid \$321.75 cash in lieu annually.
- (4) 52 week employees regularly scheduled to work twenty (20) or more hours per week will receive \$15.75 per pay / \$409.50 annually. Spouses who are dual employed by the district will be paid \$204.75 cash in lieu annually.

A new hire employee will be required to sign the Flexible Benefits Plan election form, which includes a waiver of health coverage. The cash in lieu will begin the month following completion of the election form. If the recipient delays in completing the election form in a timely manner, the Board will not be liable for any retroactive payments.

The above amounts will be prorated to actual time worked for employees who do not

complete a school year due to starting late or leaving early.

Upon completion of the required enrollment form, option group employees will also be eligible for VSP 2 vision plan, paid by the Board.

#### D. Interest Free Loan

The District will also make an interest-free loan available to each employee at the beginning of the calendar year in order to enable the employee to make an immediate HSA contribution so that they have sufficient funds in the employee's HSA at the beginning of the plan year to satisfy the deductible. The loan shall be interest-free and shall be documented by an election form/loan agreement. In order to obtain the loan, each employee will be required to sign an election form and loan agreement under which the employee will agree to repay the loan amount by payroll deduction, and if there is an interruption in pay due to an unpaid leave or termination of employment, the employee shall further agree to otherwise timely repay the loan. (THIS NEEDS TO BE UPDATED!)

### ***COST CONTAINMENT OF INSURANCE***

Both the Board of Education and the Associations shall make a definite and serious commitment to study and review cost containment and possible premium reduction options of all insurances.

It is agreed and understood that any changes in current benefits must be negotiated between the Board and respective Associations.

## **ARTICLE XVII**

### **MEDICALLY FRAGILE STUDENTS**

1. Prior to any bargaining unit member performing health care related services to students required by an IEPC, written authorization signed by a licensed physician and the student's parent(s)/guardian(s) shall be received by the District and available to the bargaining unit member. Such authorization should include specific health care related procedures that are to be performed, the underlying condition calling for such services and the specific conditions under which the services are to be provided. (See Appendix B)
2. Any bargaining unit member who has a medically fragile student assigned to him/her will be trained by licensed medical personnel in conjunction with the child's parent to handle the student's special health care needs.
3. The District agrees to supply the bargaining unit member with the necessary communication equipment to allow direct communication with appropriate licensed medical personnel (i.e., portable phone, etc.).
4. Any bargaining unit member working with any school student is covered as an agent for the school under the Board's liability policy in the amount of \$3,000,000. The insurance shall specifically cover personal liability for the employee(s) providing such services. The Association will be provided a copy of the policy and any applicable riders annually upon request.
5. employee shall not be required to provide any supplies or equipment necessary for the services to medically fragile students.

6. If the preceding five steps are not followed, the bargaining unit member has the right to refuse to perform the health care procedures requested. The employee shall promptly notify, in person, a responsible administrator if he/she cannot perform the required procedures. Such notice should be as far in advance as possible.

## **ARTICLE XVIII**

### **NO INTERRUPTION OF EDUCATION**

The Board and the Association recognize that their primary responsibility is to the children of the District, and declare that their mutual objective is to provide those children with a proper education. To that end, it is agreed that during the life of this Agreement, they will not permit, cause or encourage any interruption, disturbance, or interference with the continuous, normal education of such children by sanction, concerted activity or otherwise, and that any difference of opinion or dispute which there may be between or among themselves will be resolved by the methods provided herein including arbitration, and will not be allowed to affect in any way the normal education afforded the children of the Rockford Public School District.

## **ARTICLE XIX**

### **SUPREMACY CLAUSE**

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board of Education.

## **ARTICLE XX**

### **SUBCONTRACTING**

The right to contract or subcontract is expressly vested in the Employer. The Employer agrees, however, that contracting or subcontracting of bargaining unit work will not be utilized to deny bargaining unit members their regularly scheduled and normal working hours. The Employer retains the right to contract or subcontract work, which cannot be performed by existing regular employees during their regular work schedule in addition to their regular duties. The Employer further retains the right to contract or subcontract work for which existing equipment and/or material is not sufficient to attain the desired quality and/or for work which existing employees are not already trained and qualified to perform.

Notwithstanding the preceding provisions of this Article, the Board of Education and Administration reserves the unqualified, exclusive right to continue its past practices of subcontracting which includes, by way of illustration and not limitation, the following:

1. The use of parent, persons or non-bargaining unit members as volunteers.
2. The utilization of persons who have skills, i.e., electricians, plumbers, H.V.A.C., carpet installation, etc.
3. The use of construction persons in buildings, renovations, etc.

4. The use of persons which may aid the School District in property maintenance, i.e., blacktop re-surfacing, roofing, copy machines, masonry and cement work, communications systems, excavating and anything of a like and similar nature.
5. The use of persons for services/repairs, i.e., landscaping, sprinkling systems installation, water pump, playground equipment, etc.
6. Any and all items/work, which are part of a bond issue, building and site issue or of an emergency nature.
7. Services and/or repairs which are needed to be timely completed to provide for the safe and continuous operation of the School District.
8. The use of substitutes or temporary employees.

**APPLICABLE ONLY TO NON-CERTIFIED ASD PERSONNEL**

A. Salary

1. Each employee working at least one-half (1/2) of the school year session will move one (1) Step at the beginning of the next summer session.
2. For number of days for which pay is granted see A.4 and A.5.
3. C. Effective July 1, 1994.
4. Effective September 1, 1999 all current Non-Certified ASD Personnel workers will be “grand fathered” under Non-Certified ASD Personnel working conditions and provisions for the duration of their employment in this classification. There will be no new, additional or replacement Non-Certified ASD Personnel positions effective September 1, 1999.

**Non-Certified ASD Personnel**  
**Salary Schedule**

STEP	2024-2025	2025-2026	2026-2027
<b>1</b>	\$30,127.90		
<b>2</b>	\$31,196.98		
<b>3</b>	\$31,400.04		
<b>4</b>	\$31,967.61		
<b>5</b>	\$32,669.74		
<b>6</b>	\$33,369.40		
<b>7</b>	\$34,080.10		
<b>8</b>	\$34,787.13		
<b>9</b>	\$35,468.45		
<b>10</b>	\$36,122.88		

**\*A wage reopener has been established for 2025-2026 per this agreement**

## 5. Method of Payment

There will be twenty-six (26) payments with a possible lump sum option.

## 6. Longevity

Each full-time employee, i.e., seven (7) hours per day for the year, who has been employed in this Non-Certified ASD Personnel capacity, by the Board for fifteen (15) or more years as of September 30 of any year shall be paid \$375.00 payable at the conclusion of each year.

Each full-time employee who has been employed in this Non-Certified ASD Personnel capacity, by the Board for twenty (20) or more years as of September 30 of any year shall be paid \$500.00 payable at the conclusion of each year.

*(Note:* The first year of employment is the entire school year. The employee must be employed on or before September 30 of that year.)

## B. Insurance

1. The Board shall offer M.E.S.S.A. ABC Plan 2, 3, or 4 for qualified employees.
2. BCBS Dental Insurance 80/80/80- with a \$1,500.00 annual maximum through the remainder of this agreement, also included is a \$1,750.00 orthodontic maximum – For all who are eligible.
3. VSP Vision Insurance – For all who are eligible.
4. Messa Life Insurance: \$30,000 – For all who are eligible.

## C. Leaves

1. Sick Leave Days
  - i. Summer session – One (1) day
  - ii. School year session – Ten (10) days
2. Leave without pay request for more than five (5) working days must be filed with the Personnel Office not less than three (3) working days prior to the beginning of such leave. Approval or disapproval shall be submitted to the employee as soon as practicable.
3. Unused leave time shall be cumulative and shall be credited to the employee's leave time bank. Accumulation of unused leave time is 160.
4. Any employee absent because of personal illness or injury or on orders of his/her physician to remain absent from duty due to exposure to disease may be required by the Superintendent of Schools or his/her designee to report to the Board of Education physician for an examination.

D. Retirement

As of the 2004-2005 school year, retirement benefits will be based on Article IX, Section A & B.

E. Reimbursement for Damage to Personal Items

In the event of an assault by a student(s) on an employee, while the employee is acting in the line of duty, causing damage to the employee's personal property (excluding jewelry and watches) the Board shall make an equitable financial settlement for such damage with the employee involved. Such damage shall be reported immediately to the building administrator.

F. Automobile Vandalism and Theft

1. Employees shall be reimbursed for damage to the employee's automobile because of vandalism or theft at the rate of up to \$75.00 on the first claim and total payment on second or more, subject to the following conditions for the term of this Agreement:

A. The employee was acting as an employee when the loss occurred.

B. The automobile was in the parking area designated by the Board.

C. The automobile was locked with the windows closed in case of damage or theft to the inside of the automobile.

D. The items damaged or stolen were attached to or regular accessories of the automobile.

E. The damage was reported to the employee's immediate supervisor, in writing, no less than two (2) working days after the discovery of the same.

G. Transporting Students


Damage that occurs due to transporting students shall be referred to the Special Education Office.


**DURATION OF AGREEMENT**


This contract will be effective for the 2024-2025, 2025-2026, and 2027 school years starting July 1, 2024, and expiring June 30, 2027.

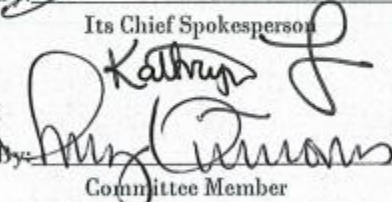
If the parties have not settled a contract by June 1, 2027, this agreement will, without action, be extended to August 31, 2027, at which time it will expire.

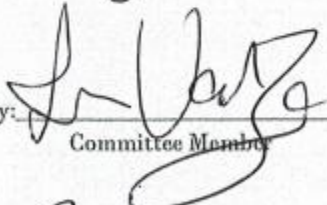
**KENT COUNTY EDUCATION ASSOCIATION  
ROCKFORD EDUCATION  
SUPPORT PERSONNEL ASSOCIATION  
ROCKFORD, MICHIGAN**


By:   
K.C.E.A. President

By:   
R.E.S.P.A. President

By:   
Its Chief Spokesperson

By:   
Committee Member

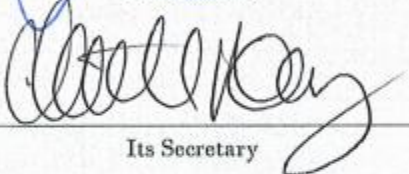
By:   
Committee Member


By:   
Committee Member

By:   
Committee Member


**ROCKFORD BOARD OF EDUCATION  
ROCKFORD PUBLIC SCHOOLS  
ROCKFORD, MICHIGAN  
KENT COUNTY**

By:   
Its President

By:   
Its Secretary

By:   
Its Superintendent of Schools

By:   
Its Assistant Superintendent for Human Resources

By:   
Its Chief Spokesperson

By:   
Its Assistant Spokesperson

By: \_\_\_\_\_  
Its Assistant Spokesperson



## APPENDIX A

<p style="text-align: center;"><b>OVERTIME WORK - MAINTENANCE</b> <b>Yearly Sign-up Form</b></p>
--

In order to eliminate many unnecessary phone calls and save valuable time, every member of the custodial staff who wishes to work overtime during the school year, must fill out one of these forms. Please return these to Maintenance office by September 10<sup>th</sup> of every school year.

Name: \_\_\_\_\_

School: \_\_\_\_\_

\_\_\_\_\_ I am willing to work overtime in any building.

\_\_\_\_\_ I am willing to work overtime only in my own building.

\_\_\_\_\_ I am willing to work any overtime.

\_\_\_\_\_ I am willing to work on Sundays.

\_\_\_\_\_ I am unwilling to work on Sundays.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX B

<p style="text-align: center;"><b>HEALTH CARE PROCEDURE AUTHORIZATION</b> For Medically Fragile Students</p>
--

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Address (if different): \_\_\_\_\_

Physician: \_\_\_\_\_ Phone: \_\_\_\_\_

Note to physician: Should you have any questions regarding this request, please contact (teacher)

\_\_\_\_\_ at \_\_\_\_\_

or the Director of Special Services \_\_\_\_\_ at \_\_\_\_\_

I. Verification of Medical or Health Status:

- A. Attach pertinent reports or records (see signed Release of Information).
- B. Identify any medical or health concerns that are not addressed in A above.

II. Procedures/Interventions:

- A. List health care procedures/interventions required and their frequency.
- B. Identify any additional restrictions or modifications in school activities or health care that would be necessary for the student to participate in the school.
- C. Identify additional special equipment, aids, restraints, or mobility assistance needed for the student to safely participate in school.
- D. Identify training required for staff to provide the supervision or interventions addressed in II.A.

III. Recommendations for Transportation and School Attendance:

(1) Based upon the above information and identified procedures, this student is able to be safely transported to and from and attend school and, therefore, transportation and school attendance is recommended.

(2) Based upon the above information and procedures, this student is NOT able to be safely transported to and from school and, therefore, transportation is not recommended.

(3) Based on the above information, it is recommended that the Individualized Educational Planning Committee (IEPC) be convened to determine appropriate school and support services.

Signature of Physician

Date

Signature of Parent/Guardian

Date

## LETTER OF UNDERSTANDING

The Rockford Board of Education (“Board”) and the Rockford Education Support Personnel Association, MEA/NEA (“Association”) in arriving at a labor contract for 1988-1991 have reached a number of agreements and understanding regarding the application of the contract. These understandings and agreements are as follows:

### A. Severance Savings Provision

The Board and the Association understand and agree that all Custodial/Maintenance employees, Cooks and Bus Mechanics employed (date of hire) prior to July 1, 1988, shall retain these rights specifically agreed to in the previous Agreement as follows:

1. A terminal leave payment of one-half (1/2) of the total accumulated sick leave at the time of retirement will be paid upon retirement to employees hired prior to July 1, 1988, provided written notice is given three (3) months prior to time of retirement. The employee must have ten (10) years of continuous service and meet the minimum requirement of the State of Michigan retirement system to qualify.
2. Beginning with the 1974-75 contract, only those employees who are full-time (7 hours per day or more year-round or school year) will be eligible for terminal leave pay. All eligible employees hired before July 1, 1988, will be covered under the provision as stated in Section A.

### B. Team Drivers – Business Days and Sick Leave Accumulation (2/2/2004)

#### Business Day:

An employee’s business day is based on his/her standard hours. Within an employee’s standard daily hours, he/she may work more hours in either the a.m. or p.m. As a result, when an employee uses half business days, he/she may not use all of the standard daily hours. Therefore, when business days are used, the total number of standard daily hours may be used in a current year regardless of how many days that may be considered. When team drivers use a full business day, he/she shall receive his/her standard plus two (2) hours of compensation.

#### Team Drivers Sick Leave Accumulation:

Team drivers will be expected to take a run when needed. He/she shall not decline a run is asked. Therefore, at the beginning of each school year, team drivers will be given an additional twenty (20) hours of sick leave time over his/her standard hours. When a team driver has been assigned a run and calls in sick, he/she shall be paid for his/her standard hours plus two (2) hours. When a team driver has not been assigned a run and calls in sick, he/she shall be paid for his/her standard hours only.

## LETTER OF UNDERSTANDING

1. Recess Duty for Certified Paraprofessionals
  - a. Beginning the 2000-2001 school year, certified paraprofessionals will be hired to cover recess duty so the recess time will count as hours of instruction per State of Michigan School Code. The administration may discontinue this policy due to change in State law and/or any other reason deemed necessary.
  - b. Because of the policy referenced in paragraph a. above, during the 2000-2001 school year there will be no loss of paraprofessional positions due to certified recess paraprofessionals, but cannot guarantee loss of paraprofessional positions due to other factors.
  - c. All personnel hired for certified recess paraprofessionals will be covered under the RESPA Master Agreement.
  
2. Library Assistants (Equalization of Hours)
  - a. Beginning the 2000-2001 school year, library assistants' hours will be equalized at all elementary buildings as identified in the scale below. The administration has the right to discontinue library positions and/or reduce the number of hours. If a reduction of hours is deemed necessary, the administration and Association shall first meet to discuss the reduction and solicit input from the Association.
  - b. All library assistants will be covered under the RESPA Master Agreement.

### **EQUALIZATION OF HOURS**

450+ students	15.0 hours per week
450- students	12.0 hours per week
Meadow Ridge Elementary (ECSC)	28.25 hours per week

## LETTER OF UNDERSTANDING

It is agreed upon with the Board of Education and the Support Association that the following items have been removed from this agreement, because the Special Education Region 1 drivers are now employed by the Kent Intermediate School District. If, in the future, special education transportation is the responsibility of Rockford Public schools, the following will be reinstated:

### Article VII., Section A.

2. At the beginning of the school year, designated handicapped special education drivers already employed in such positions as of the date this Agreement is signed will maintain their positions, provided positions are available. In the event a designated handicapped special education driver chooses to vacate his/her position, regular drivers may bid on the opening or openings created.
  
3. Temporary handicapped special education runs shall be offered to unit employees at the supervisor's discretion.

### Article VIII., Section B.

It is clearly understood by both parties that designated special needs drivers must possess greater qualifications than other drivers. Therefore, designated special needs drivers already employed in such positions will maintain these positions, absent poor performance, or elimination of these positions.

### Article XII., Section B.

2. Special Education Drivers Twelve-month Special Education drivers who work six (5) hours or more per day shall be eligible for vacation on the following schedule:

After one (1) year \_\_\_\_\_ five (5) days  
After five (5) years \_\_\_\_\_ ten (10) days  
After fifteen (15) years \_\_\_\_\_ fifteen (15) days

Vacation times will be designated by the Board of Education so as not to conflict with the provision of services. Normally vacations will be designated during the winter and/or spring break.

### Article XV.

Designated Handicapped Special Education	\$0.45 added per hour	\$0.45 added per hour
--	-----------------------	-----------------------

### Article XV. Section C.

14. Special Education Buses: A special education bus is a bus that transports with 51% of its area occupied by students that are handicapped or part of Special Education programs. A bus that is equipped with a lift is not necessarily a "special education" bus. If this bus is primarily transporting with 51% of its area filled with regular education students it shall be considered a "regular education" bus. The lift shall be operated only by the driver or trained assistants. A driver or trained assistant must secure the wheel chair, and remove the securements at the school or home.

**GRIEVANCE REPORT FORM**  
**ROCKFORD PUBLIC SCHOOLS**

Grievance # \_\_\_\_\_ Date Filed: \_\_\_\_\_

(Submit to Supervisor in Duplicate)

**STEP 1:**

A. Date Case of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_

2. Relief Sought: \_\_\_\_\_

C. Date of Initial Verbal Meeting with Supervisor: \_\_\_\_\_

D. Position of Grievant: \_\_\_\_\_

Signature of Grievant

Date

**STEP 2:**

A. Date of Second Meeting with Supervisor: \_\_\_\_\_

B. Disposition by Supervisor: \_\_\_\_\_

Signature of Supervisor

Date

C. Position of Grievant: \_\_\_\_\_

Signature of Grievant

Date

(Submit to Superintendent of Schools or His/Her Designee)

**STEP 3:**

A. Date of Meeting with Superintendent of Schools or His/Her Designee: \_\_\_\_\_

B. Disposition by Superintendent of Schools or His/Her Designee: \_\_\_\_\_

Signature of Designee

Date

**STEP 4:** Board Consideration

A. Grievance Submitted to Board: \_\_\_\_\_

B. Disposition by Board: \_\_\_\_\_

Signature of Board Agent

Date

**STEP 5:** Arbitration

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition of Arbitration: \_\_\_\_\_



**LETTER OF AGREEMENT**  
**Collaborative Settlement Tentative Agreement**

**Rockford Public Schools**  
**March 8, 2010**

Representatives from the Kent County Education Association and the Kent Intermediate School District have met on a number of occasions to discuss a joint county-wide collaborative settlement agreement. The goal of all parties is to recognize the financial situation all districts now face and the need to continue to provide high quality instruction to the students of Kent County. As a result, the following settlement agreement was jointly agreed upon and proposed by all parties:

**Salary:** All Staff will incur a 0% increase on the base; however, will receive his/her designated step increase, and the equivalent of a 1% increase at the 2010-2011 rate will be placed in a 403(b) annuity at the staff member's severance/retirement from the district. This will be an off schedule payment.

**Benefits:** The district will maintain the current MESSA benefits with the following exceptions. Teaching staff will contribute \$65.00 (pre-tax deduction) and support staff will contribute \$38.00 (pre-tax) per month towards insurance premium. Teaching staff will move to the \$100/\$200 deductible and a \$10.00 office co-pay. Super Care election will be eliminated.

**Duration:** This agreement is one year in duration.

**Extension Review:** By January 30, 2011, the parties mutually agree to review all relevant factors to determine if an extension of this agreement will occur.

**Language:** The parties agree to form local contract maintenance committees to review contract language issues, as well as those issues necessary to meet the educational reform initiatives included in the Race to The Top legislation. Any changes would be accomplished through mutually agreed upon letters of agreement.

**Privatization:** All districts agree not to privatize any KCEA/MEA unionized services for the life of this agreement.

**Revenue:** The parties agree during the coming year to work collaboratively on political strategies/actions and other revenue producing activities.

**Majority Support:** In order to effectuate this agreement, both the local membership and the local Board of Education must ratify the aforementioned terms. In the absence of an agreement

by either the Board or local membership, the parties agree to bargain the terms of their own contract settlement.


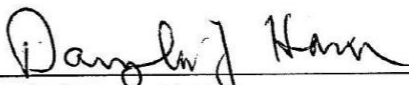
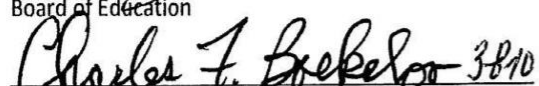
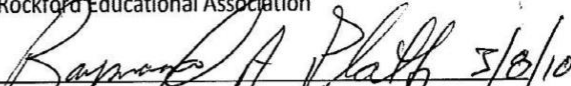
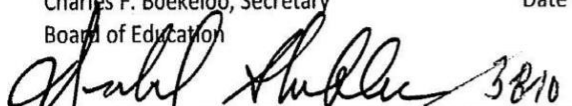
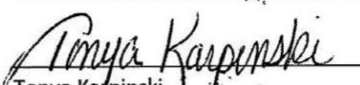
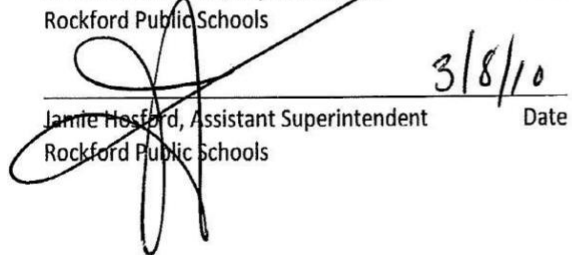
Tentative Agreement with this proposal must be met by Monday, February 22, 2010.

Ratification of the agreement shall occur no later than Monday, March 8, 2010.

All agreements which have been ratified by the local membership and Board of Education will immediately terminate if a majority of bargaining locals and districts fail to support and ratify this agreement by March 8, 2010. For the purposes of this agreement "local membership" shall be defined as the teaching and support staff from the same local and will count as one local. Example: KISD teachers, support staff = one local.

**Sunset:** All parties agree to sunset this plan at the end of the 2010-2011 school year. At that time current contract language will be restored unless a county-wide successor agreement is reached at the end of the agreement.

Nothing in this agreement shall preclude the enhancement of any of the aforementioned provisions, as agreed upon by the Board and local membership.

 _____ Tamara J. Schollaart, President Board of Education	3-8-10 Date	 _____ Douglas Haan, President Rockford Educational Association	3/24/10 Date
 _____ Charles F. Boekeloo, Secretary Board of Education	3-8-10 Date	 _____ Raymond Plath, President Rockford Educational Support Personnel Association	3/8/10 Date
 _____ Dr. Michael Shibley, Superintendent Rockford Public Schools	3-8-10 Date	 _____ Tonya Karpinski, Kent County Educational Association	3/11/10 Date
 _____ Jamie Hesford, Assistant Superintendent Rockford Public Schools	3/8/10 Date		



Attachment

ARTICLE III - RECOGNITION AND ASSOCIATION RIGHTS – Agency Shop

Agency Shop

1. The following provisions shall be implemented:
  - a. Such employee may elect to join the Association and pay its regular and usual initiation fees and its regular and usual dues by authorizing the deductions of such amounts from his/her salary.
  - b. Such employee may elect not to join the Association but will pay a service fee, as determined by the Association and authorizing the same to be deducted from his/her salary. This service fee shall be paid in full by November 30 of each year.
  - c. Employees who elect to pay a service fee to the Association shall have the same representation rights through the Association, but will not have voting rights or the right to hold office.
  - d. The agency shop service fee shall not be more than the regular dues as determined by the Association.
  - e. The employer shall deduct from the pay of each employee who is an Association member and has submitted to the employer an individual written authorization for such deduction, the amount of the Association dues certified to the employer by the treasurer of the Association. The employer shall deduct from the pay of each employee who is not an Association member an amount equal to the established service fee. Such individual's written authorization shall be revocable by the employee upon written notice to the employer and R.E.S.P.A. by/or during August for the subsequent year.
  - f. Save Harmless: The Association hereby agrees to indemnify and save the employer harmless against all legal claims, demands, suits or any other forms of liability that may arise out of the employer's compliance with the provisions of Article III.J. of this Agreement. The Board agrees to cooperate with the Association to settle such disputes.