

AGREEMENT

between

READING COMMUNITY SCHOOLS  
BOARD OF EDUCATION

519 W Elm Street  
PO Box D  
Reading, MI 49274

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO

500 Hulet Drive  
Bloomfield Township, MI 48302

AIDES BARGAINING UNIT

JULY 1, 2012 - JUNE 30, 2013

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## AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2012, by and between the Reading Community Schools, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO, hereinafter referred to as the "Union."

### ARTICLE 1

#### PREAMBLE

WHEREAS, the Employer and the Union recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act, and the statement of policy contained therein; and

WHEREAS, both the Employer and the Union desire to establish cooperative and harmonious labor relations founded upon a mutually agreeable contractual relationship, the Employer and the Union have entered into good faith negotiations and reached agreement upon wages, hours and terms and conditions of employment.

### ARTICLE 2

#### UNION RECOGNITION

##### Section 1. Union Recognition

A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

B. The term "employee" as used herein shall include all full-time and regularly scheduled part-time building aides, instructional aides and special needs aides, excluding library clerks, secretaries, secretarial office assistants, coordinators, computer lab coordinators, technology personnel, supervisors, substitutes, and all other employees.



## ARTICLE 3

### UNION REPRESENTATION

A. Upon request by the Union and approval by the building administrator and/or supervisor, Officers and/or accredited Representatives of the Union shall be admitted onto the Employer's premises during working hours for the purpose of investigating employee concerns, and/or for assisting in the adjustment of grievances, provided that said visitation shall not be in areas or in a manner which would disrupt or interfere with the performance of work by an employee, and/or which would disrupt or interfere with the orderly and efficient operations of the school system. The Employer may require that such request be submitted in writing and that the Union Officers or accredited Representatives present proper credentials to the building administrator and/or supervisor.

B. The Union shall notify the Employer in writing of those Officers and Representatives with whom it will be conducting business on behalf of the employees, and the authority and capacity of those Officers and Representatives. It shall notify the Employer in writing of any changes in the identity, capacities or authority of those Officers and Representatives. The Employer shall notify the designated Union Representative of any newly hired bargaining unit employee, including his/her name, address, social security number, date of hire, classification and assignment.

C. Employees who are designated Officers and/or Representatives of the Union, and are engaged in meetings with representatives of the Employer which are scheduled during work time with the approval of the Employer, shall be released from work without loss of pay to participate in the scheduled meetings.

D. The employees shall be represented by a Chief and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished to the Employer in writing by the Union.

E. The Employer shall supply the Chief Steward the following information within a newly hired employee's first (1st) week of employment: name, date of hire, address, social security number, classification and job location.

## ARTICLE 4

### UNION DUES AND SERVICE FEES

A. Upon signed authorization of the employee, the Employer agrees to deduct the monthly Union dues and service fees and transmit the deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month following the month in which said

deductions were made, together with a listing of each employee, the employee's social security number, and the amount that is deducted each month. The Union shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

B. During the term of this Agreement, all employees shall pay either the monthly membership dues of the Union or the appropriate service fee, not to exceed the amount of the dues uniformly required of members of the Union. The employee may pay such dues or fees directly to the Union, or authorize payment through payroll deduction, as herein provided.

The Union shall certify to the Employer, at the beginning of the school year, the membership of the Union subject to deduction of membership dues and the amount of the monthly dues to be deducted. The Union shall also certify to the representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Union, provided that if an employee objects to the appropriate amount of the service fee, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the appropriate amount of the deduction has been determined.

A bargaining unit member contesting the appropriate amount of service fee assessed by the Union and to be deducted under the provisions of this Article must first exhaust the Union's administrative procedures in this context. The remedies of those procedures shall be exclusive, and unless and until such procedures shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application or interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement.

The remedies of such procedures shall be exclusive, and unless and until such procedures shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement.

In the event that an employee shall not pay such service fee directly to the Union, or authorized payment through payroll deduction, the Employer shall, upon completion of the procedures contained herein, at the request of the Union and pursuant to MCLA 408.477; MSA 17.277(7), deduct the service fee from the employee's wages and remit same to the Union.

The Union, in all cases of mandatory fee deduction pursuant to MCLA 408-477; MSA 17.277(7), shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the employee that a request for wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make the deductions. The Employer, upon receipt of the request for involuntary deduction, shall provide the employee with an opportunity for a due



process hearing limited to the question of whether or not the employee has remitted the service fee to the Union or has authorized payroll deduction for same.

A bargaining unit member who, because of sincerely held religious beliefs, or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations, shall not be required to join or maintain Union membership or otherwise financially support the Union as a condition of employment. However such bargaining unit member shall be required, in lieu of periodic dues, service fees, and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donations shall be made to one of three such charitable organizations as mutually designated by the district and the Union. The Board agrees to provide Engineers Political Education Committee (EPEC) check-off upon receipt of voluntary deduction authorization cards if permitted by law.

The Union agrees to indemnify and hold the Board, including each individual School Board member and its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments, or other forms of liability and expense, including but not limited to, back pay damages and court or administrative agency costs that may arise out of or by reason of any action or legal stance taken by the Employer for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Union to the demanding party and at no time shall the Employer be obligated to pay out any monies for any reasons associated with the provisions of this Article.

## ARTICLE 5

### RIGHTS OF THE EMPLOYER

A. The Employer hereby retains and reserves unto itself the right and ability to exercise all of its inherent and legal rights, authority, powers and prerogatives vested in it as a public Employer of the State of Michigan, including and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations;
2. Hire all employees, determine their qualifications and the conditions for their continued employment, evaluate their performance, and direct the activities and work of its employees;
3. Assign, transfer, promote, demote, discipline, suspend and/or discharge employees;

4. Determine the size of the work force, positions of employment, job descriptions, and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;

5. Establish, continue or revise policies and/or rules and regulations regarding the conduct and behavior of its employees, the manner and method of performing work, and the procedures for administering and accounting for employee attendance;

6. Establish, modify, change, reduce or cancel any work hours, work days, business hours, business days, school days, and/or school schedules, calendars and hours of operation;

7. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof;

8. Determine the standards of operation and performance, and determine the means, methods and processes of performing and/or accomplishing the work to be done, including the assignment and distribution of tasks and work among the work force of the school district;

9. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations, and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

The exercise of the foregoing rights, authority, powers and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

B. The express inclusion of an affirmative statement or delineation of any specific rights of the Employer anywhere in this Agreement shall not, by implication, exclude or diminish those remaining rights and powers of the Employer not so mentioned and hereby retained by the Employer.



## ARTICLE 6

### DISCIPLINE AND DISCHARGE

A. All new hires after the ratification of this Agreement, shall serve a one hundred thirty-five (135) day probationary period. The one hundred thirty-five (135) day probationary period shall be served during the school year. School recess periods shall not count toward serving the probationary period. Upon satisfactory completion of the probationary period, an employee will not be disciplined or discharged without sufficient cause.

B. At his/her request, an employee shall be entitled to have a Union Representative present when he/she is being questioned with regard to any incident which may result in discipline against the employee, and/or when he/she is being disciplined or discharged in person by a representative of the Employer. At his/her request, an employee shall be entitled to have a Union Representative present at an evaluation conference.

C. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union.

## ARTICLE 7

### SENIORITY

A. Seniority shall be defined as the length of an employee's continuous and uninterrupted service in the bargaining unit from the employee's most recent date of hire. Time spent on lay-off or unpaid leave of absence shall not accumulate as service time for seniority, but shall not constitute a break in continuous employment.

1. All employees hired after the effective date of this Agreement shall be on a probationary status for one hundred thirty-five (135) days, taken from and including the first (1st) day of employment. The one hundred thirty-five (135) day probationary period shall be served during the school year. School recess periods shall not count toward serving the probationary period. If at any time prior to the completion of the one hundred thirty-five (135) day probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the probationary period shall not complete their probationary periods until additional days equal to the number of days absent have been worked.

B. After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.



- C. An employee will lose their seniority for the following reasons:
1. The employee resigns;
  2. The employee retires;
  3. The employee is discharged for cause, and such discharge is not reversed through the Grievance Procedure;
  4. Excessive absence, which is defined as absence in excess of an employee's paid leave days and for which no unpaid leave of absence is provided under the terms of this Agreement or by law;
  5. Quit and/or abandonment, which is defined as a written or verbal statement, an act, conduct and/or behavior communicated to and/or observed by supervisory representatives of the Employer that indicate to the supervisory representative of the Employer that the employee has made a decision to relinquish his or her position of employment and discontinue working for the Employer. An absence by an employee for more than two (2) consecutive work days without the employee contacting his or her supervisor to report the reason for his or her absence shall be deemed an abandonment.

D. An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain each employee's name, date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

## ARTICLE 8

### ASSIGNMENTS

A. Bargaining unit employees shall receive their assignments in writing upon hire and at the beginning of each school year thereafter. Assignments shall specify the work location and hours to be worked at each work location. Assignments are subject to change at any time during the school year by written notification to the employee.

B. In making changes in the assignments of bargaining unit employees, continuity of work location, qualifications, training, experience and other relevant factors shall be considered. Employees will not be assigned to work locations where they will be working with students to whom they are related as a father, mother, grandfather, grandmother, uncle or aunt.

C. A bargaining unit employee who by reassignment incurs a loss of daily work hours of one (1) hour or more, may request to be reassigned to an assignment held by a less senior bargaining unit member if such reassignment will maintain the number of hours worked by the bargaining unit employee in the previous assignment. A bargaining unit employee may not increase his or her work hours from his or her previous assignment by making this request. Special needs aid assignments shall be exempt from such requests.

D. Prior to the last work day of the school year a bargaining unit employee may submit his/her preference for assignment for the next school year to his/her supervisor, in writing, for consideration by the supervisor in making assignments for the next school year.

## ARTICLE 9

### LAY-OFF OF EMPLOYEES

A. When the Employer decides to reduce the number of employees within the bargaining unit, employees shall be laid off in order of least seniority, provided there are more senior employees remaining within the bargaining unit who are qualified by training and experience and able to perform all of the job duties of the assignments being retained. Special need aid assignments shall be exempt from the requirements of this provision.

B. A laid off employee shall be maintained on a recall list for a period equal to the employee's length of seniority in the bargaining unit not to exceed five (5) years nor for less than one (1) year. Employees must advise the Employer of any change of address. Recall notice will be sent to the last address on file with the Employer. Failure to respond within five (5) work days, or return of notice without forwarding address, will justify bypassing the employee for the assignment. When assignments become available, employees on the recall list will be recalled in order of greatest seniority to the available assignment provided they are qualified by training and experience and able to perform all of the job duties of the assignment. Special needs aid assignments are exempt from the requirements of this provision.

## ARTICLE 10

### SCHEDULED BREAK AND LUNCH PERIODS

A. A bargaining unit employee assigned to work four (4) or more hours each work day shall be scheduled to have one (1) fifteen (15) minute break during the employee's work day.

B. A bargaining unit employee assigned to work six (6) or more hours each work day shall be scheduled to receive one (1) thirty (30) minute unpaid lunch during the employee's work



day, unless the employee agrees to work a work schedule without the scheduled thirty (30) minute unpaid lunch period.

## ARTICLE 11

### LEAVE

A. Each bargaining unit employee shall be entitled to five (5) paid leave days annually to be used only for the purposes specified herein. A bargaining unit employee may use any or all of the five (5) paid leave days for sick leave because of an incapacitating illness or accidental injury which prevents the employee from being able to perform the duties of his/her position. The Employer may require the verification from a physician of the illness or injury of the employee, including a projected recovery date, in the case of extended absences longer than three (3) days, and in the case of chronic or repeated absences. A bargaining unit employee may use up to two (2) of the five (5) paid leave days for the purpose of receiving pay for a work day cancelled due to cancellation of student instruction. A bargaining unit employee may use one (1) of the five (5) paid leave days each year to conduct business of a personal nature which cannot be completed outside of normal working hours. A bargaining unit employee may accumulate up to one hundred fifty (150) unused sick days. Effective July 1, 2007, the "five (5)" shall become six (6) days annually. Effective July 1, 2008, the six (6) days shall become seven (7) days annually. Effective July 1, 2010, the employees shall receive two (2) more additional days, making the total nine (9) days annually. Effective July 1, 2011, the employees shall receive one (1) more additional day, making the total ten (10) days.

B. A maximum of three (3) paid leave days shall be provided each work year to an employee for the purpose of attending the funeral of a member of his/her immediate family, limited to the employee's father, mother, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, brother, sister, spouse, child, step-child, grandchild or step-grandchild. Additional time off for traveling to said funeral may be granted, if warranted.

C. An employee called for jury duty shall notify the building principal as soon as possible. An employee who serves on jury duty shall receive his/her regularly scheduled daily rate of pay for each day the employee is required to be absent from work because of jury duty. However, any compensation (excluding mileage and meals) received by the employee for jury duty shall be remitted by the employee to the school district. When an employee on jury duty is released from jury duty obligations in time to report to work and work at least two hours of his/her regularly scheduled shift assignment, the employee shall report to work. No employee shall receive any additional pay for serving jury duty in addition to working the employee's regularly scheduled shift assignment. Pay for jury duty is only for hours of work lost by the employee during the time the employee is obligated to serve on the jury.

D. Following two (2) years of employment, a bargaining unit member may request, and upon approval of the Board, be granted a leave of absence without pay not to exceed one (1) year, subject to renewal at the discretion of the Board, for:

1. Physical or mental disability of the employee;
2. Child care of the employee's newborn or newly adopted child.

3. To the extent required by the Family and Medical Leave Act, an eligible employee shall be granted leave and other rights specified by that law whether or not the same are specifically enumerated in this Agreement. When leave is taken by an eligible employee under the Family and Medical Leave Act, the Employer shall likewise enjoy and reserve all rights afforded to it by that law, whether or not those rights are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including employer and eligible employee rights and responsibilities, shall be supplementary to this Agreement, and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave. Application for return from leave shall be filed with the Superintendent of Schools not later than thirty (30) days prior to the expiration of the leave. Requests for extension must be submitted in writing thirty (30) days prior to the expiration of the leave.

Upon return from leave, a bargaining unit member shall be returned to the position that he/she held at the time that leave of absence was granted, or to similar position to which his/her seniority and qualifications entitle him/her. For employees eligible under the Family and Medical Leave Act, compliance with the requirements of this paragraph shall be considered as restoration to an equivalent position.

## ARTICLE 12

### SPECIAL CONFERENCES

Representatives of the Employer and the Union, by mutual agreement, may meet from time to time for the purpose of reviewing the administration of the contract, or any other subject which shares a community of interest, and to resolve problems which may arise. The meetings shall not occur more frequently than one (1) workday in one (1) month period. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering the topics to be discussed. There shall be three (3) copies of any final agreement. One (1) copy shall be retained by the Employer and two (2) by the Union.



## ARTICLE 13

### GRIEVANCE PROCEDURE

A. A grievance is defined as a claim by an employee and/or the Union that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

B. Step One

When an event occurs that gives rise to an alleged grievance, it is desirous to make every attempt to resolve the issue orally, before it is submitted to writing. The employee and/or the Union Representative shall first discuss the issue with the immediate supervisor within five (5) days of the occurrence, or discovery thereof of the events upon which it is based. If no resolution is reached within three (3) days of the discussion, the Union Representative shall arrange to meet with the Superintendent, and/or his designee, to discuss the issue. If the issue is not resolved within five (5) days after the meeting, then the grievance will be processed to Step Two.

C. Step Two

A copy of the written grievance with any responses shall be filed with the Superintendent or his designated representative. Upon receipt of the written grievance within the time lines provided for appeal, the Superintendent shall arrange to meet with the Union Representative within ten (10) work days to discuss the grievance. The Superintendent shall have ten (10) work days following the discussion within which to respond in writing to the employee and the Union Representative.

D. Step Three

If the Union is not satisfied with the response of the Superintendent, or if no response is made within a ten (10) day time line, the Union may appeal the grievance to the Board of Education by filing a copy of the grievance with the Secretary of the Board. The school will keep the Union informed as to the name of the Secretary of the Board.

Upon receipt of the written grievance within the time line for the appeal, the Committee of the Board shall arrange to meet with the Union Representatives and the Superintendent to hear the grievance, which may include a presentation of relevant testimony and documentary evidence by the respective representatives. At the next regular Board Meeting following the hearing, the Board of Education shall make a determination and render its decision on the grievance. The decision shall be reduced to writing and provided to the Union within ten (10) work days of the Board Meeting.



E. Step Four

1. If the Union is not satisfied with the response of the Board of Education, or if no response is made within the time line specified, the Union may appeal the grievance to arbitration by filing demand for arbitration with the American Arbitration Association within ten (10) work days after receipt of the Board of Education's response, or the deadline for the response, whichever occurs first, with a copy mailed simultaneously to the Superintendent. Selection of the arbitrator shall be governed by the rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings.

2. The arbitrator shall render a decision based upon the interpretation of the provisions of this Agreement and shall have no jurisdiction to add to, subtract from, change, modify, or alter any of the terms of this Agreement, or any written amendments thereof, or to specify or impose any new terms upon the parties, or to substitute his/her discretion for that of any of the parties to this Agreement. Furthermore, the arbitrator shall have no jurisdiction to rule upon the termination of any probationary employee, the content of any performance evaluation unless it involves termination, and/or the content of any job description. The decision of the arbitrator shall be final and binding upon the employees, the Employer, and the Union, provided the matter is arbitrable and the decision of the arbitrator is made within the scope of his/her authority under the terms of this Agreement. The fees and expenses of the arbitrator shall be borne solely by the non-prevailing party. All other fees and/or expenses shall be paid by the party incurring them.

3. Failure of the employee or the Union to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed withdrawal of the grievance, and acceptance of any response provided by the Employer. Failure of any representative of the Employer to respond at any level within the time lines specified shall enable the Union to appeal to the next level of the Grievance Procedure within the designated time lines. It is understood that the time lines may be extended by mutual agreement between the parties.

4. Grievances involving discharge of an employee shall be initiated at Step Two of the procedure by filing a written grievance with the Superintendent or his designated representative within forty-eight (48) hours of the date of discharge. The grievance shall be processed thereafter according to the subsequent Steps of the Grievance Procedure.

5. Any grievance filed must be submitted in writing and conform to the following criteria:

- a. It shall state the date submitted to the Employer;
- b. It shall state the date of the events upon which it is based;

- c. It shall be specific, state the synopsis of the facts giving rise to the alleged violation, and cite the provisions of the Agreement, alleged to have been violated;
- d. It shall state the relief requested;
- e. It shall be signed by the grievant or grievants and a Union Representative.

6. The following subjects shall not constitute the basis for any grievance and are hereby excluded from any consideration under the Grievance Procedure and shall not be processed:

- a. The termination of any probationary employee
- b. The content of any performance evaluation, unless it involves termination;
- c. The content of any job description.

#### ARTICLE 14

##### BULLETIN BOARDS

A. Employer designated bulletin boards shall be made available by the Employer, in each of the buildings of the Employer, in which there are employees covered under this Agreement who are employed within those buildings, with the bulletin boards to be used by the Union, and with such bulletin boards to be used for the following notices:

- 1. Recreational and social affairs of the Union;
- 2. Union meetings;
- 3. Union elections;
- 4. Reports of the Union;
- 5. Rulings or policies of the Local or International Union.

B. Notices and announcements shall not contain anything political or controversial or anything reflecting upon the Employer, any of its employees, or any other labor organization among its employees, and no material, notices or announcements which violate the provisions of this

Section shall be posted. The posting of all such notices shall be done by either the Union Officers, Representatives, or the Chief or Alternate Stewards.

## ARTICLE 15

### GENERAL

#### A. Continuing Education

The Employer agrees to pay the full tuition fee for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on-the-job related improvement, when required.

#### B. Physical Examination

The Employer agrees to pay the full cost of any Employer required physical examinations, with such physical examinations to be conducted by the Employer's selected physician.

#### C. Workers' Compensation

If an employee suffers a work related illness or injury, he/she will, as soon as possible, fill out Form MDL-I-100 included in this Agreement as Appendix A.

#### D. Tax Sheltered Annuities

The Board shall limit the number of tax sheltered annuities to the companies presently being used, up to a maximum of three (3) companies.

#### E. Mileage

Employees using their own vehicles at the request of the district shall receive the established I.R.S. rate per mile.

#### F. Section 125 Benefit Plan

Effective October 1, 2001, bargaining unit employees regularly scheduled to work twenty (20) or more hours per work week shall be eligible to participate in the Employer's Section 125 benefit plan providing for medical expenses and child care reimbursement from pre-tax income as permitted by law.



G. If the State reimburses the Board for the cost of employee fingerprinting, then the Board will reimburse the employees in like manner.

H. Insurance

Health Insurance for Debra Giffey will be offered at the 2-person cap of \$917.00 per month. She may choose to take cash in lieu of twenty-five percent (25%) of the insurance cap instead.

## ARTICLE 16

### DURATION OF AGREEMENT

A. Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations imposed upon the Employer and the Union. This Agreement is subject to amendment, alteration or additions only by subsequent written Agreement between and executed by the Employer and the Union. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Separability

If any provision of this Agreement shall be found by a court or tribunal of competent jurisdiction to be contrary to law or becomes unlawful due to legislative enactment, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect, to the extent allowed by law.

C. Waiver

The parties acknowledge that during the negotiations which resulted 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 the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed

this Agreement. The Employer shall have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment of this Agreement concerning such subjects or matters.



D. Continuity of Operations

The Union, its agents or employees shall not authorize, promote or engage in nor condone any strike, work stoppage or job action of any kind. The Employer agrees not to engage in a lockout during the term of this Agreement.

E. Term of Agreement

This Agreement shall become effective July 1, 2012, and shall continue in effect through the 30th day of June, 2013, at which time it shall terminate unless extended by written agreement of the parties.

F. Successor Negotiations

At any time within ninety (90) days prior to the termination date of this Agreement, either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement and negotiations shall begin within thirty (30) days from the receipt of the notice.

G. Execution of Agreement

This Agreement is hereby made and entered into this 1<sup>st</sup> day of July, 2012, by and between the Employer and the Union whose authorized representatives have affixed their signatures attesting thereto as follows:

FOR THE BOARD:


Reading Board of Education  
519 W Elm Street  
PO Box D  
Reading, MI 49274

FOR THE UNION:

International Union of Operating Engineers  
Local 324 – A, B, C, D, G, H, P, RA, S –  
AFL-CIO  
500 Hulet Drive  
Bloomfield Township, MI 48302



Douglas W. Stockwell  
Business Manager



Scott Page  
President



Thomas Scott  
Recording-Corresponding Secretary

APPENDIX A

WAGE SCHEDULE

	Effective 7/01/12 2012-2013
Probationary	\$7.90
Step 1	\$8.03
Step 2	\$8.25
Step 3	\$8.48
Step 4	\$8.72
Step 5	\$8.97
Step 6	\$9.22
Step 7	\$9.48
Step 8	\$9.75
Step 9	\$10.03
Giffey	\$10.89
Clark/Welch	\$11.47

**Longevity**

Annual longevity service awards shall be paid to qualified employees in the first (1<sup>st</sup>) pay in December:

10-14 Years	\$100.00
15-19 Years	\$150.00
20 Years or More	\$200.00