

MASTER AGREEMENT

July 1, 2018
through
June 30, 2021

BETWEEN

THE REED CITY EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA

AND

THE BOARD OF EDUCATION
REED CITY AREA PUBLIC SCHOOLS
REED CITY, MICHIGAN



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To Be Updated Post Ratification

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AGREEMENT

THIS AGREEMENT, is entered into this 15th day of August, 2018, by and between the Board of Education of the Reed City Area Public Schools, Reed City, Michigan, hereinafter referred to as the "Board" and the Reed City Educational Support Personnel Association/Michigan Education Association/National Education Association, hereinafter called the "Association".

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Board, the employees, and the Association.

To those ends, the Board and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

**ARTICLE 1
RECOGNITION**

The Board pursuant to Act 336 of 1947, as amended, hereby recognizes the Michigan Education Association as the exclusive and sole bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment for all personnel who are within the appropriate bargaining unit, described as:

All full-time and regular part-time para educators and secretaries; excluding the supervisors, superintendent's secretary, payroll secretary, finance secretary, athletic secretary, central office receptionist, substitutes, administrators, teachers and community education positions not presently in the bargaining unit

ARTICLE 2 MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its property and facilities and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment; and to promote and transfer all such employees; and dismissal and demotion of such employees in accordance and agreement with Board of Education policy and terms and conditions of this agreement.
- C. To determine the service, supplies and equipment necessary to continue its operation; to determine all methods and means of distributing and/or selling its services; to determine all methods, schedules and standards of operation; to determine all methods and processes of carrying on the work, including automation and contracting of the work or changes therein; and to determine the institution of new and/or improved methods of work or changes therein.
- D. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- E. The Board will consult with the Association prior to creating a new job description for any new position properly placed in the Association. Such job description will be provided to the employee. The Board will negotiate with the Association prior to transferring any existing duties in the existing job description from one classification/job description to another classification/job description.
- F. The administration has the right of assignment within classification. At no time will assignment changes be made that result in a reduction of hours or wages. Assignment changes will not be for arbitrary or capricious reasons. Employees will be given reasons for such assignment changes upon request.

**ARTICLE 3
EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- A. The Board agrees that it will not discriminate against any employee because of his/her membership (or non-membership) in or his/her participation (or lack thereof) in the lawful activities of the Association, his/her participation (or non-participation) in collective negotiations with the Board, his/her institution of a grievance as defined in this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and the bargaining unit members shall have the right to use the school building facilities for official Association business and shall do so in accordance with the district's building use policy and procedures, and the Campaign Finance Act.
- C. The Board agrees to furnish to the Association in response to reasonable requests, all information that is available to the public in accordance with the "Freedom of Information Act." Further, the Board agrees to provide the Association, upon request, information that will assist the Association in developing accurate and informed proposals and any information that may be necessary for the Association to process any grievance or complaint, except that which is exempted under law.
- D. An employee engaged during his regular working hours in negotiating on behalf of the Association with a representative of the Board, or an officer otherwise conducting Association business with the Board or its representative during working hours at the request of the Board, shall be released from regular duties without loss of wages. Up to three (3) employees will be released with pay to attend mutually scheduled negotiation sessions when they occur within the employees' normal scheduled work day.
- E. Employees agree to uphold this agreement, policies, rules, regulations and practices of the Board. Each employee accepts responsibility to strive for excellence in his/her work.
- F. Neither the Association, its representatives, nor any member shall usurp administrative or supervisory authority or direct employees to disregard the instructions or directions of administrators or supervisors unless carrying out and/or following the instruction/direction could reasonably jeopardize the physical health or well-being of the employee.
- G. Nothing contained within this agreement shall be construed to deny or restrict to any employee rights he/she may have under the Revised School Code or other applicable state or federal laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

**ARTICLE 4
DISCIPLINE OF STAFF**

- A. When discipline of staff is necessary, administrators will follow the steps listed below. These steps are the guidelines of progressive discipline. The administration has the right to start discipline at whatever step is appropriate based on the severity of the misconduct and/or number of previous occurrences of misconduct. All discipline listed below will be documented and placed in the employee's personnel file; including Verbal Warnings. (See Article 12-G)
1. Verbal Warning
 2. Written Reprimand
 3. Suspension (With OR Without pay as Deemed Appropriate)
 4. Discharge
- B. No non-probationary bargaining unit member shall be disciplined or discharged without just cause. The specific grounds forming the basis for disciplinary action will be made available to the bargaining unit member and the Association in writing as soon as practicable
- C. When a meeting for disciplinary action is to occur, the employee shall be entitled to have a representative of the Association in attendance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, provided such representation is made available within twenty-four (24) hours. However, the parties may mutually agree to extend beyond the twenty-four (24) hour time period.

**ARTICLE 5
GRIEVANCE PROCEDURE**

- A. A grievance is defined as an alleged violation of this agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following proceedings. The Association may present a grievance in accordance with the grievance procedure as long as any adjustment is consistent with the terms of this agreement. Most grievances will begin at Step 1. It is allowable to advance a grievance to the lowest step at which the administrator has the authority to remedy the grievance.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in the article:
1. The termination of services or failure to re-employ any probationary employee.
 2. Any matter involving employee evaluation, other than procedure (evaluation procedures are found in Article 12).
 3. Any matter for which a remedial procedure is established pursuant to state or federal statutes.
- C. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant(s). If it is an Association grievance, the signature of the president or the grievance chairperson shall be accepted.
 2. It shall contain the date when the alleged violation first occurred.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section(s) or subsections(s) of this contract alleged to have been violated.
 5. It shall specify the relief requested.

Any written grievance filed that is not substantially in accordance with the above requirements may be rejected and returned to the grievance chair. Upon return, the administration will state reasons for rejection and grant two (2) work days for corrections. Failure to comply with timeline or to make appropriate corrections will result in a final rejection of the grievance.

- D. Procedure for adjudging of grievance:

At all grievance procedure meetings between the grievance chairperson and the administration, the grievant must be present (*this does not include Step 4, Board Level*). When the administration and the grievance chairperson mutually agree, the grievant will not be required to attend. Furthermore, both parties reserve the right to bring additional representation to all grievance procedure meetings.

Step 1

- a. An employee or the Association, believing he/she/they has/have been wronged by a violation of the express provisions of this contract, shall within seven (7) work days of its first alleged occurrence, orally discuss the grievance with his/her/the appropriate immediate supervisor.

Step 2

- a. Within seven (7) work days of the oral discussion in Step 1, if no resolution is obtained, the employee shall reduce the grievance to writing as set forth above.
- b. The written grievance shall be presented to the immediate supervisor for disposition. Within seven (7) work days of receipt of the written grievance, the immediate supervisor shall have a meeting with the grievance chairperson. It is the immediate supervisor's responsibility, upon consulting with the chairperson, to set a mutually acceptable time, place and date of meeting.
- c. Within seven (7) work days after the meeting, the immediate supervisor shall state his/her decision in writing and furnish a copy to the grievance chairperson and the superintendent of schools.

Step 3

- a. Within seven (7) work days after receiving the decision in Step 2, the grievance chairperson may appeal in writing to the superintendent of schools.
- b. Within seven (7) work days of receipt of the written grievance, the superintendent of schools shall schedule a meeting with the grievance chairperson. It is the responsibility of the superintendent of schools, after consulting with the grievance chairperson, to set a mutually acceptable time, place and date for this meeting.
- c. Within seven (7) work days after the meeting, the superintendent shall state his/her decision and furnish a copy to the grievance chairperson.

Step 4

- a. Within seven (7) work days after receiving the decision in Step 3, the grievance chairperson may appeal the decision in writing through the superintendent to the Board of Education. Within twenty (20) work days of receipt of the grievance, the Board of Education shall have a meeting with the grievance chairperson.
- b. It is the superintendent's responsibility, after consulting with the grievance chairperson, to set a mutually acceptable time, place and date for the meeting.
- c. The Board of Education shall hear the grievance or dispute and shall render its decision in writing fifteen (15) work days from the close of the meeting. The Board of Education's decision shall be submitted in writing and a copy furnished to the grievance chairperson.

E. Arbitration

An arbitral grievance not settled in Step 4 of the grievance procedure may be subject to arbitration, provided notice of intent to arbitrate is given in writing by the Association within fifteen (15) calendar days from receipt by the Association of the answer in Step 4c of the grievance procedure. Such notice of intent to arbitrate shall be given by the president of the Association to the Superintendent.

Within fifteen (15) calendar days after written notice to arbitrate is given, a meeting shall be held to select an arbitrator. If the parties cannot agree upon an arbitrator, a joint request for a panel of arbitrators shall be made to the American Arbitration Association. The arbitrator shall be selected in accordance with the American Arbitration Association rules and the Michigan Uniform Arbitration Act (which shall control the arbitration).

Powers of the arbitrator shall be subject to the following limitations:

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any terms of this agreement.
2. He/she shall have no power to establish salary scales or change any salary.
3. He/she shall have no power to decide any questions which under this agreement are within the power of management to decide.
4. He/she shall have no power to interpret state or federal law.
5. Where no wage loss has been caused by the Board action complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

F. Work Day

A work day shall be defined as any day the central office is open.

- G. Any grievance not advanced to the next step by the Association within the time limit on that step, or if no time limit is specified, within four (4) work days, shall be deemed abandoned. Time limits may be extended by the Board and Association in writing, and then the new date shall prevail.

1. On written agreement between the Board and the Association, hearing upon a grievance may be commenced at any step.

- H. The fees and expenses of the arbitrator shall be shared at the rate of fifty percent (50%) for the Board and fifty percent (50%) for the Association.

- I. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon as thereafter possible. Notwithstanding the expiration of the agreement a grievance arising from an incident occurring prior to the expiration of the agreement may be processed through the grievance procedure until resolution.

ARTICLE 6
SENIORITY

- A. Seniority shall be defined as the length of continuous service with the district as a member of the bargaining unit.

New employees hired into the bargaining unit shall be considered as probationary employees for sixty (60) working days. At the end of the sixty (60) working days period, the employee's seniority shall revert to the initial day of work as a bargaining unit member. The employer shall have the right to discipline and discharge probationary employees, and the action is not subject to appeal or grievance.

In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be by random draw.

- B. All employees shall hold two or more seniority dates (district-wide and classification). The first date shall be his/her first day of work in the district. The other date(s) shall be his/her first day of work in each classification (Para educator or secretarial) in which the employee has worked. An employee's classification seniority shall be frozen and maintained when he/she leaves the classification, so long as he/she remains in the bargaining unit.
- C. The Board shall prepare and maintain the seniority list. A copy of each seniority list shall be sent to the Association president on or before October 1. If the Association does not make written objection to the seniority list by November 1, the list prepared by the Board shall be considered conclusive for all purposes under this agreement.
- D. Seniority shall continue to accrue while the employee is on leave or layoff. When an employee returns to work, he/she shall be placed on the salary schedule at the point which he/she left.
- E. Seniority shall be lost by an employee upon termination, resignation or voluntary transfer to a non-bargaining unit position.

**ARTICLE 9
LAYOFF AND RECALL**

- A. Layoff shall be defined as a reduction in the work force or a decrease in work hours or positions.
1. The Board shall give at least twenty-eight (28) calendar days written notice to the Association and the employees involved before reducing the work hours or positions.
- B. In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.
1. Bargaining unit members may bump full time only if they hold a full-time position. Full-time employees may bump a position with fewer hours. Part-time employees may only bump other part-time employees.
 2. Bargaining unit members must prequalify by passing the District secretarial test to bump into this classification. Each applicant will be allowed to take the test once per calendar year with a three (3) attempt maximum for the duration of their employment.
 3. Demonstration of qualification may be completed during the posting period. Starting with the most senior bargaining unit member, each bargaining unit member shall choose to:
 - a. maintain his/her own position if it has not been reduced or eliminated; or
 - b. take the layoff; or
 - c. bump into the position of any less senior member of the classification.
 4. All recall rights shall cease after two (2) years of layoff status.
- C. The bumping shall continue by seniority until all remaining positions are filled.
- D. Recall Procedure
1. Unfilled vacancies will be filled by the most senior qualified person on layoff. A person on layoff who refuses to accept an open position rescinds all recall rights (exception – Art. 7-D-5 below). Vacancies will be posted prior to recalls being made. Filling the vacancy will follow the process set up in Article 8 Vacancies, Transfers and Promotions.

2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address.
3. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day period.
4. Employees have the right to refuse a position that is not equal to the hours from which they were reduced, without penalty. Should an employee choose to accept a position with lesser hours, he/she shall not forfeit his/her right to a subsequent position. Upon recall to a position equal in hours to the one from which they were laid off, the employee shall be deemed to have been made whole and shall no longer have recall rights.
5. Any employee who is recalled to a position with hours equal to that from which he/she has been laid off and who refuses said recall, or fails to report within the five (5) day period, shall be deemed to have terminated his/her employment with the district.
6. A laid-off employee, if not employed within the district, shall be granted priority status on the substitute list for all classifications in which he/she holds seniority according to his/her seniority and rate of pay at the time of his/her layoff. In order to implement this provision, said employee must submit a written letter requesting said priority status within thirty (30) days after he/she receives the official layoff notice. The letter must be submitted to the superintendent's office with a copy to the Association president.

E. Copies of all layoff and recall notices shall be sent to the Association president.

F. Any employee recalled to a position will be paid at the same step as when placed in layoff.

**ARTICLE 8
VACANCIES, TRANSFERS AND PROMOTIONS**

A. Definitions

1. A "temporary vacancy," shall mean a bargaining unit position held by an employee on a leave of absence for a specified amount of time. Temporary vacancies of ninety (90) work days or less are not required to be posted and may be filled by the employer without regard to the provisions of this agreement.
2. A "permanent vacancy" shall mean a bargaining unit position that has been vacated indefinitely. The employer will notify the Association when and if a position that has been vacated will be posted. The Board shall post and fill permanent vacancies as provided below. In the event that a position is vacated, the Board may use substitutes to cover the position as a temporary vacancy for no more than 45 calendar days before determining whether the position will be maintained as a permanent position or eliminated.

B. Vacancies will be posted internally for 5 days. Consideration will be given to requesting employees within a classification, but the decision is the administrations (See Article 3-F). All requests resulting in more hours and/or high wage shall be granted to the most senior qualified employee who requests the assignment change.

All vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) work days. The Board reserves the right to advertise publicly as deemed necessary concurrent with the internal posting. The posting shall contain the following information:

1. Type of Work
2. Location of Work
3. Starting Date
4. Rate of Pay
5. Hours to be Worked
6. Classification
7. Minimum Requirements

Interested employees must apply in writing to the superintendent within the five (5) day posting period. Employees wishing to receive notice of vacancies during the months of June, July and August shall provide the superintendent's office in writing with such request no later than June 1 of each year accompanied by the address to be used for mailing. The Board shall notify said employees by sending a copy of vacancy notices to the address provided.

- C. Bargaining members must prequalify by passing the District secretarial test to bump into this classification. Each applicant will be allowed to take the test once per calendar year with a three (3) attempt maximum for the duration of their employment.**
- D. Within fifteen (15) work days after the expiration of the posting period, the Board shall make known its decision as to which internal applicant, if any, has been selected to fill the posted position with a copy to the Association president. Each internal applicant shall be notified in writing of the Board's decision. At the internal applicant's request, the**

reason(s) why he/she was not awarded the position shall be given in writing or at a meeting with the employee.

1. When an employee moves from one classification to another, he/she shall move to the step closest to, but higher than, his/her current rate of pay.
- E. In the event of promotion in the classification or a transfer from one classification to another, the employee shall be given a sixty (60) work day trial period in which to determine his/her desire to remain on the job and his/her ability to perform the job. During the trial period, the employee shall have the right to return to his/her former position. If the employee's work is found to be unsatisfactory in the new position, the employee shall be provided with notice and reasons in writing prior to being returned to his/her previous position. All transfers subsequent to the original transfer are null and void should the original transferee revert back to his/her former status during the trial period. The Association president shall receive a copy of such notices and reasons.
1. During the trial period, the employee shall receive the rate of pay of the position in which he/she is working.
 2. Such employees shall be evaluated every thirty (30) work days during the trial period.
- F. In the event an employee is on an approved leave of absence or about to begin an approved leave of absence when the job assignments are being selected, the employee shall select a position in accordance with the above provisions. This position will then be filled with a substitute until the leave of absence expires.
- L. Within five (5) working days of filling a vacancy, the employer shall notify the Association president of the name of the employee hired.

**ARTICLE 9
LEAVES OF ABSENCE**

A. Personal Illness or Disability

1. Employees shall be eligible for sick leave/disability leave. Para-educators shall be eligible for sick leave/disability leave at the rate of ten (10) days per year. Secretaries shall be eligible for sick leave/disability leave at the rate of eleven (11) days per year. All twelve-month employees shall receive thirteen (13) days of sick leave per year. Days are accumulative to two hundred (200) days.
2. Any employee whose personal illness extends beyond the period compensated under this article shall be granted a leave of absence without pay for the unused portion of the current fiscal year. The district shall continue fringe benefit coverage for the rest of the month that the leave was granted.
3. Employees will call their supervisor to report absence due to illness. Employees will notify their supervisor not less than one (1) hour prior to the start of their shift. In case of emergency, the one (1) hour call-in is waived.
4. The employee may take a maximum of thirty (30) days per year of their sick days for illness in the immediate family. "Immediate family" shall be interpreted as spouse, parent, parent of current spouse, son, son-in-law, daughter, daughter-in-law, step-children, grandchildren, step-grandchildren, brother, sister, brother-in-law, sister-in-law or grandparent.
5. Upon request, the employee will provide a doctor's written statement as evidence of illness. Such request shall only be made after the employee has been absent for three (3) consecutive work days or six (6) or more occurrences, or if there is reason to suspect misuse. An occurrence is defined as one (1) or more consecutive days involving the same illness.
6. Any bargaining unit member who incurs in the line of duty an injury and is unable to work shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the state. The employee shall not have any wages deducted, however, shall submit the worker's compensation check to the superintendent's office. Sick leave will be charged for only that portion of time not covered by worker's compensation.

B. Bereavement Leave

1. When death occurs in an employee's immediate family (i.e. spouse, parent, parent of current spouse, child, siblings, brother-in-law, sister-in-law, grandparents, grandchildren, step-children, step-parents, son-in-law, daughter-in-law), the employee, on request, will be excused with pay for up to five (5) working days. These days are to be used within thirty (30) days of the death. Special circumstances requiring bereavement days to be used beyond the thirty (30) days must be approved by the superintendent (i.e. Bereavement would include delayed burial or delayed funeral; for estate planning and/or other legal matters, see Personal Days, Article 9C).

2. Employees may use up to three (3) sick days for bereavement for individuals other than listed above if approved by the superintendent of schools.

C. Personal Leave

1. At the beginning of each school year, each employee shall be granted two (2) days to be used for personal leave. Personal leave is for business that cannot normally be conducted on Saturdays, vacation periods or hours that the employee is not scheduled to work. Those employed less than full-time shall be granted the equivalency of two (2) working days on a pro-rata basis.
2. An employee planning to use personal leave shall notify the supervisor two (2) days in advance except in cases of emergency, in which case the supervisor shall be given sufficient information to determine whether the circumstances do in fact constitute an emergency.
3. In no case will employees be granted personal leave for vacation, extension of vacation periods, recreational purposes, other employment purposes or interviews.
4. Personal leave may be taken in one (1) hour increments ranging from one (1) hour to two (2) days, as needed.
5. Any employee abusing this policy by using personal days for other than defined purposes shall be subject to just cause disciplinary action.
6. Personal days that remain unused at the end of each year shall be added to the employee's accumulated sick leave.
7. Employees may not use vacation days for a period of thirty (30) work days following a leave of absence.

D. Jury Duty Leave

1. An employee who is summoned for jury duty and is not relieved from such duty shall be granted a jury duty leave of absence for that purpose, provided evidence of such duty is presented to the superintendent at the earliest possible date. Employees shall work their scheduled hours when not serving as jurors and an employee not selected to serve on a particular jury shall report for work immediately after selection of said jury. Provided the employee turns in to the superintendent all compensation received for jury duty, other than meals and mileage, the employee shall suffer no loss of pay or time spent on jury duty leave. Expense money paid to the employee by the court is not considered compensation. The employee is entitled to keep all expense money (*i.e.* mileage, meals, *etc.*) paid by the court.

E. Subpoena

1. In the event an employee is subpoenaed to appear as a witness in court as a result of his/her performing the regular work assignment, leave of absence shall be granted without loss of pay unless the employee is an opposing party in an action against the District. The employee will be paid the difference between his/her regular pay and any compensation received, other than meals and mileage.

F. Unpaid Leaves (General Conditions)

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee. During said leave, seniority shall continue to accumulate. Said leave requires Board of Education approval if the request is greater than one (1) week and the superintendent's approval if the request is less than one (1) week. It is understood that requests for child care leave shall be approved by the Board of Education.
2. Requests for unpaid leave of absence shall include the reason for the leave along with the beginning and ending dates of the requested leave. The leave may be extended at the discretion of the Board of Education if such is requested in writing, with a copy to the Association representative prior to the termination of the leave. The employee on leave has the option of paying his/her own insurance premiums at group rate, subject to the provisions of the carrier.
3. An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began provided that a position is still available based on his/her classification seniority; however, it is understood that any employee on an unpaid leave of absence for the purposes of either seeking employment or carrying out work duties for an employer other than the district shall not accrue seniority for the period of the leave. At least five (5) working days prior to the date a leave is scheduled to expire, an employee shall notify the employer of his/her intent to return to work.
4. Pursuant to the provisions of the Family and Medical Leave Act, eligible employees shall be granted unpaid leave for the purposes and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any paid or unpaid leave that is otherwise available under the provisions of this agreement for the same purposes for which leave is required to be provided under the FMLA shall be used concurrently. Contractual leave shall be credited toward fulfilling his/her FMLA leave entitlement. A synopsis of FMLA rights and requirements is available on the District website.

G. Anticipated Prolonged Disability

1. Any employee anticipating a prolonged period of disability (in excess of three (3) weeks) shall notify the superintendent as soon as possible of the anticipated dates of absence. Notification shall include a physician's verification of anticipated disability.

H. Sick Leave Bank

1. At the beginning of each school year, an open enrollment period, commencing on the first student day and being thirty (30) calendar days in length, shall be made available for members to enroll in the sick leave bank. New members hired after the open enrollment period shall have thirty (30) calendar days to enroll in the bank. Each member enrolling in the bank will contribute two (2) days of his/her sick leave to the sick leave bank.
2. Members opting to not enroll in the sick leave bank during the open enrollment period or within thirty (30) calendar days of their hiring shall be denied membership in the sick leave bank for the duration of that school year.
3. Members opting to terminate their membership in the sick leave bank may do so only during the open enrollment period. Days contributed by the member withdrawing shall remain in the bank.
4. Members who have not repaid the days borrowed from the sick leave bank and are requesting to terminate their memberships in the bank shall be obligated to repay those days at the appropriate minimum rate until all days borrowed are repaid.
5. Members, including those filling temporary vacancies, who elect to become members of the sick leave bank, borrow days from the bank and terminate their employment with Reed City Area Public Schools before all days borrowed from the bank are repaid, shall have their per diem pay withheld from their remaining payroll entitlement for all days not repaid. The sick leave bank shall be credited with the repaid days.
6. When the sick leave bank is depleted to fifty (50) days, members will contribute one (1) day of their sick leave. Necessary additions will be made at the beginning of each school year and are to be made after all repayments have occurred. The sick bank shall have a maximum of two hundred (200) days.
7. The sick leave bank will be controlled by a committee composed of three (3) Bargaining Unit Members elected by the Association membership. The sick leave bank will be administered by the committee in accordance with the following procedures and guidelines:
 - a. Any employee enrolled in the RCESPA sick bank may apply for a loan from the sick bank for disability caused by personal illness or accident.
 - b. An employee must first exhaust all his/her available sick days before utilizing days from the sick bank.
 - c. All requests for use of sick bank days must be in writing. The committee shall maintain a copy of the request, as well as a record of the committee's action on the request.
 - d. The employee must give the committee adequate notice of the request to allow the committee time to meet prior to the needed days of leave.

- e. A maximum of ten (10) days per request may be granted by the committee.
- f. If a second request for days from the sick bank is made by the employee, it must be accompanied by a doctor's statement explaining the need for the leave time.
- g. An employee may borrow up to a maximum of twenty (20) days in one contract year (July 1 to June 30).
- h. An employee who has been granted, and used, sick days from the bank during a contract year is not eligible for further allotments from the bank in succeeding contract years until all sick days have been repaid.
- i. Members borrowing sick leave days from the bank will be required to repay those days. Employees will be required to repay those days with a minimum of five (5) days per year until all days borrowed from the bank are repaid. Payback will be made at the onset of the contract (12-month employees) or school year (non-12-month employees) subsequent to the year that the days were borrowed.

The purpose of these guidelines is to ensure fair treatment to all members and to prevent abuse of the sick bank, which cannot be tolerated. Decisions and actions of the committee shall be final and not subject to the grievance procedure.

**ARTICLE 10
VACATION AND HOLIDAYS**

A. An employee vacation schedule may be altered by the employee within five (5) working days of the scheduled start of that vacation with supervisor approval. In case of emergency, the five (5) working days advance notice shall be waived. Vacation may be denied based on the needs of the district.

B. Holidays for all other non-twelve-month employees are designated as:

Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Day	

School will be closed on the Friday before Labor Day and may be closed on November 15. Employees may elect to use one of their allotted personal days for either the Friday before Labor Day or November 15, without regards for the restrictions of Article 9-C-3.

C. All eleven (11) month secretaries shall receive four (4) vacation days.

ARTICLE 11 HOURS OF WORK

- A. The normal work day for full-time shall be as follows:
1. Para-Educators (including Library On-Line Monitors) work teachers' calendar
 2. Secretaries
- 10 Month Secretaries: Work Seven and one-half (7.5) hours per day. The teachers' calendar shall be followed. In addition, secretaries shall report 15 additional days, with dates determined by the superintendent or his/her designee.
- 11 Month Secretaries: Work 8 hours per day. The teachers' calendar shall be followed. In addition, secretaries shall report 3 weeks beyond teacher calendars' year end (never extending into July) and return the first business day of August.
- B. The standard work week for all full-time employees shall be established at forty (40) hours per week with five (5) successive days per week, normally Monday through Friday. For benefit purposes, thirty (30) hours per week with six (6) hours per day for five (5) successive days per week will be considered full-time.
- C. Employees will be allowed a fifteen (15) minute break for each four (4) hours of work, the break to be scheduled as mutually agreed-upon by the supervisor and the employee.
- D. Overtime Equalization. Overtime hours shall be divided as equally as possible among employees of the same classification who are qualified. Whenever overtime is required, the employee who is qualified, with the least number of overtime hours in that classification, will be called first.
- E. Inclement Weather
- Scheduled days of student instruction that are cancelled because of conditions outside the control of school authorities, (such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions) will be rescheduled to insure that there are the minimum number of student instructional days required per state law. Employees will receive their regular pay for days that are cancelled but shall work on the rescheduled days with no additional compensation.
- If, at any time during the life of this agreement, rescheduling days is not required by state law, bargaining unit members shall be excused from reporting to duty without loss of pay and such cancelled days shall not be rescheduled.
- F. Employees assigned to work in more than one (1) building shall be paid mileage for actual miles traveled at the district's established mileage rate.
- G. All paid leave taken shall be included in the computation of overtime.

**ARTICLE 12
BARGAINING UNIT MEMBER EVALUATION**

- A. It is the responsibility of the Board to observe and evaluate the performance of its employees. The purpose of an on-going evaluation process is to improve performance and services to the Reed City Area Public Schools.
- B. All bargaining unit members shall be evaluated by their immediate administrative supervisor in consultation with the appropriate building principal or district administrator according to the following schedule: Probationary employees shall be evaluated at least twice during their probationary period. Each nonprobationary employee shall be evaluated no less than every other school year, unless yearly evaluation is requested by the employee. Should an employee not receive an evaluation in any school year, it shall be understood that said employee is performing in an accepted, satisfactory manner. All evaluations shall be completed by May 31 of each year.
- C. All monitoring or observation of the work of each bargaining unit member shall be conducted in a manner so as to be known by the bargaining unit member. All instances of substandard work and/or concerns expressed to the immediate supervisor by other concerned parties shall be called to the attention of the employee within three (3) work days of knowledge by the employee's immediate supervisor.
- D. Each bargaining unit member, upon his/her employment, shall be apprised of the specific criteria upon which he/she will be evaluated. The evaluation shall be based on the actual performance of the job duties as agreed to by the employer. Matters outside the bargaining unit members' normal assigned duties shall not be included in any evaluation. Upon hiring, each bargaining unit member shall receive notification of the name of his/her immediate administrative supervisor and then upon any change in supervisors. The immediate administrative supervisor shall be the person assigned the duty of evaluation of the bargaining unit member.
- E. The work performance of all employees shall be summarized in writing by the supervisor. Three copies of the evaluation shall be prepared. One copy is for the employee, one for the supervisor and the other for the central office.
- F. The supervisor shall meet with the employee to discuss the evaluation. Any item or area identified as needing improvement or deemed unsatisfactory shall be specific. Also, suggestions on how to improve or correct unsatisfactory situations shall be identified.
- G. Following each formal evaluation, including the evaluation conference, the employee shall sign and be given a signed copy of the evaluation report. In no case shall the employee's signature be construed to mean that the employee agrees with the contents of the evaluation. If the employee disagrees with an evaluation or portion thereof, the employee should submit a written rebuttal within ten (10) working days and have it attached to the evaluation.

All evaluations, including employee's attachments, shall be sent to the central office for review by the superintendent and shall be placed in the employee's personnel file.

**ARTICLE 13
MISCELLANEOUS PROVISIONS**

- A. Within thirty (30) days of ratification by both parties, copies of this agreement shall be duplicated at the expense of the Board of Education and presented to all employees presently or hereafter employed by the Board during the period of time covered by this agreement.
- B. This agreement is subject to amendment, alternation, or addition only by a subsequent written agreement between and executed by the district and the Association. The waiver of any breach, terms or conditions of the agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- C. This agreement shall supersede any rules, regulations, or practices of the employer which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the employer.
- D. If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. All mileage and reimbursement checks shall be separate from regular paychecks and shall not be taxed unless required by the IRS Code. Expense checks will identify dates for which reimbursement is being made. Questions relative to paychecks should be immediately directed to the superintendent's office for correction or clarification.
- F. **Personnel Files**
 - 1. Each employee shall have no more than one (1) official personnel file, which shall be retained in central office.
 - 2. Any employee shall have the right to review his/her personnel file during the regular central office hours. They shall have the right to have an Association representative accompany them during said review.
 - 3. No disciplinary material or letters of complaint shall be placed within said file without the employee having first received a copy of said material. Employees shall have the right to attach a rebuttal to all material placed in their file.
 - 4. Any dispute regarding the placement of material in a personnel file shall be resolved through the grievance procedure.
- G. **Playground Duty**
 - 1. No bargaining unit member shall be assigned to be the sole playground supervisor when more than one classroom is present on the playground.
 - 2. The parties agree that each building site shall deal with playground coverage so as to assure student safety with adequate adult supervision.

H. Administering Medication.

Employees may be required to administer medication to students only when the following conditions are met:

1. The parents or legal guardians have given prior written approval for the administration of medication by school personnel.
2. The aforementioned permission is accompanied by written instructions from the attending physician or pharmacist if applicable.
3. Medication is given in the presence of an adult witness.
4. All necessary equipment and supplies are provided.

The district will provide up to two (2) trained staff members, per building, for the dispensing of all student medications, including oral, rectal, or injectable. One (1) trained staff member will administer the medication and one (1) trained staff member will serve as a witness. These duties will be compensated at a rate of \$5/day for each support staff member. Administrators may be used to serve as one of the trained personnel.

The employer shall indemnify and save harmless from any liability the employees who administer medication in good faith and within their training, to students when directed to do so by school supervisory personnel.

Any support staff member required to give an injection to a student will be:

- Trained appropriately before ever giving an injection.
- Asked to volunteer to provide the injection (staff member may be required to give an injection in a "life threatening" emergency situation if no other staff member who volunteers or is trained is available).

It is further agreed that Reed City Area Public schools is not required to use support staff personnel to provide injections and thereby additional compensation. The provisions of this agreement only apply to situations when a support staff member is required by the district to give an injection.

I. Special Duties

Para educators performing special duty as defined below will receive additional pay in the form of a Special Duty Stipend (SDS) of \$0.75 per hour for all hours assigned the special duty.

"Special Duty" will be defined as specialized duty in the course of a job assignment that requires assisting a student with one or more of the following:

1. Special toileting (such as catheterization, diaper changing, or use of a bedpan).

2. Special feeding (such as feeding a student unable to feed himself or herself).
3. Use of communication devices that are highly specialized in nature and require advanced training on the part of the para educator to operate (such as a Dynavox).
4. Use of Braille or Sign Language (that requires advanced training on the part of the para educator) to effectively work with their assigned student.

This agreement does not change an employee's job classification or benefit status. Any request for an SDS must be submitted by the building principal for preapproval by Central Office.

Reed City personnel substituting for the regular para educator and performing the special duties as defined above will also be eligible to the SDS for all the hours worked that day.

- J. Any transfer of bargaining unit work between classifications shall be subject to negotiations between the parties.
- K. **Field Trips**
Paraprofessionals assigned to supervisory duties on a field trip will be paid for hours worked. Volunteers attending a field trip will receive their regular day rate.
- L. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to exercise powers as provided in the Local Financial Stability and Choice Act, Public Act 436 of 2012, as well as to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575.

**ARTICLE 14
TERMINATION OF EMPLOYMENT**

- A. Any employee leaving the system for any reason will be paid all salary due at the first pay period occurring at least one week after the date of termination of employment. Employees leaving the system, other than termination for just cause, after ten (10) years of service in the Reed City Area Public School District, will be paid at the rate of forty dollars (\$40) per day for all of his/her accumulated sick leave.

**ARTICLE 15
LONGEVITY**

- A. Longevity is based on total years with Reed City Area Public Schools.
- B. Longevity premium is to be added to any pay rate earned by the employee.
- C. 10th year in the district: \$.20 additional per hour.
15th year in the district: \$.40 additional per hour.
20th year in the district: \$.60 additional per hour.
- D. All employees at years 25 through 29 will receive a \$250 longevity stipend to be paid at the end of the contract year. All employees at year 30 and beyond will receive a \$350 longevity stipend to be paid at the end of the contract year.

**ARTICLE 16
DURATION**

THIS AGREEMENT language shall be effective as of August 15, 2018 and shall continue in effect through June 30, 2021_. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.


**REED CITY EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

By: 
Barbara Wolverton, President

And: 
Amber White, Secretary

**BOARD OF EDUCATION
REED CITY AREA PUBLIC SCHOOLS**

By: 
Jesse Kailing, President

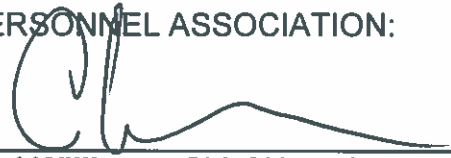
And: 
Tricia Wirth, Secretary

Also signed by the members of the negotiation teams:

BOARD OF EDUCATION:


Myra Munroe Ed.D., Superintendent

**REED CITY EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION:**


Chad Williams, Chief Negotiator

SCHEDULE A Fringe Benefit Schedule

PARA-EDUCATORS AND SECRETARIES

1. Health Insurance

A. To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments toward medical benefit plan coverage costs for all eligible Bargaining Unit Members (those not taking cash-in-lieu who otherwise meet the requirements listed in this Article), and their eligible dependents toward the chosen insurance plan(s) (the "Plan(s)"), in a combined monthly amount for the 2018-2019 school year equal to:

Single - \$546 per month
 2 Person - \$1,143 per month
 Full Family - \$1,490 per month

(the payments shall hereinafter be referred to as the "Board Contribution"). The Board Contribution for 2019-2020 and 2020-2021 shall be adjusted by the percent increase/decrease of the medical portion of the CPI as published by the Department of Treasury in accordance with Public Act 152 of 2011 (as amended).

The Board Contribution shall first apply toward the health insurance premium (including any taxes and fees) of the applicable Plan(s). Any remaining Board Contribution shall be paid toward the eligible Bargaining Unit Member's Health Savings Account or Health Reimbursement Account (whichever is applicable) in monthly installments in accordance with the requirements of the IRS Code. The Board shall pay One Hundred Percent (100%) of the Other than Health Benefits (Vision, Dental, Life, LTD; collectively "OHB").

For the 2018-2021 school years, the Plan(s) shall be:

Pak A	Medical:	MESSA Choices \$500/\$1000
	Coinsurance:	N/A
	IN Copay (OV/UC/ER):	\$20/\$25/\$50
	Rx Coverage:	Saver Rx
	Riders Included:	None
	Dental & Vision	
Pak B	Dental & Vision	
Pak C	Medical:	MESSA ABC Plan 1 \$1300/\$2600
	Coinsurance:	N/A
	IN Copay (OV/UC/ER):	N/A
	Rx Coverage:	ABC Rx
	Riders Included:	HEQ
	Dental & Vision	
Pak D	Medical:	MESSA Choices \$1000/\$2000
	Coinsurance:	N/A
	IN Copay (OV/UC/ER):	\$20/\$25/\$50
	Rx Coverage:	Saver Rx
	Riders Included:	None
	Dental & Vision	
Pak E	Medical:	MESSA ABC Plan 1 \$1300/\$2600

Coinsurance: 10%
IN Copay (OV/UC/ER): N/A
Rx Coverage: ABC Rx
Riders Included: HEQ
Dental & Vision

The Plan(s) shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA or its replacement Act), IRS Code, and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA (or its replacement Act), IRS Code, and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.

B. Any necessary amounts beyond the Board Contribution, as specified above, which are required to maintain the selected Plan(s) or any associated benefits are the responsibility of the Bargaining Unit Member and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Bargaining Unit Member. To the extent allowable by law or regulation, the Bargaining Unit Member may sign an agreement authorizing that any such amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Bargaining Unit Member shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of a Bargaining Unit Member to pay their portion of the costs shall alleviate the Board of any duty to pay the Board Contribution. The Board shall have the right to make deduction of any amounts due from the Bargaining Unit Member's wages and shall be held harmless from any liability arising from the deduction.

C. Bargaining Unit Members who have access to another Bargaining Unit Member's Board funded insurance shall not be eligible for separate Board provided health insurance. Exceptions shall be made for Bargaining Unit Members who are less than 26 years of age and who are covered by a parent's Board funded insurance but have dependents of their own. Those individuals may take separate Board funded insurance. During open enrollment, Bargaining Unit Members electing health care coverage will sign a statement that they are complying with this paragraph.

D. Unless otherwise noted within this Agreement, or as required by law or regulation, Bargaining Unit Members on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board Contributions for those days.

E. Bargaining Unit Members who are eligible for Board paid insurance contributions may make a written waiver of that coverage and instead elect to receive OHB and cash-in-lieu of health benefits in accordance with the District's Section 125 Plan in the amount of One Hundred Fifty Dollars (\$150) per month, less applicable taxes. Any employee not eligible for insurance, or choosing no insurance (medical and OHB), will be paid an hourly rate increase of \$.75/hr. All Bargaining Unit Members as a condition to receiving cash-in-lieu must first provide documentation that they otherwise receive health insurance that meets the value and coverage requirements of the Patient Protection and Affordable Care Act (or its replacement Act).

F. Bargaining Unit Members are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Bargaining Unit Member must make application to the life insurance carrier within 31 days of any termination of their employment status.

G. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Bargaining Unit Member is in a

pay status, but terminate at the end of the month during which the Bargaining Unit Member ceases to be in a pay status. Bargaining Unit Members may continue the coverage at their own expense to the extent permitted by law or regulation.

H. The Board shall not be required to remit premiums for any insurance coverages on behalf of a Bargaining Unit Member if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.

I. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Bargaining Unit Member is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to Public Act 54 of 2011 or the requirements of this Article).

J. Changes in family status shall be reported by the Bargaining Unit Member to the Board within thirty (30) days of such change. The Bargaining Unit Member shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.

K. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Bargaining Unit Members shall receive insurance as of the 1st day of the 1st full month following their employment. Those Bargaining Unit Members opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions but must participate in all other insurance products chosen by the Association if full unit participation is required by the insurance carrier. A Bargaining Unit Member shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Bargaining Unit Member is employed on a full-time basis as defined by the PPACA or its replacement Act (currently, working an average of thirty [30] hours or more per week in the District).

2. Salary reduction, employee contribution, agreement options include the following:

- a. Prudential
- b. Lincoln National
- c. Franklin Templeton
- d. Voya
- e. Equitable
- f. Paradigm Equities
- g. Valic
- h. Farm Bureau
- i. Oppenheimer
- j. American Funds

3. Employees working less than six (6) hours will be exempt from receiving health care benefits. Hours will be determined by the position for which the individual is hired not the total number of hours worked per day in all positions.

4. Attendance Stipend

Employees with zero (0) absences during the school year will receive a \$150 stipend.

Employees missing 1-2 days will receive a \$75 stipend.

Stipends will be payable after the conclusion of the current school year.

SCHEDULE B
Salary Schedules

RCESPA employees will have their wages disbursed over twenty-six (26) pays. Each check will be calculated using the employee's hourly rate of pay, times the total annual hours scheduled, divided by twenty-six (26). Any additional compensation (*i.e.* overtime, medical disbursement, *etc.*...) will be added to the bi-weekly pay and tracked on time sheets.

PARAEDUCATORS

Teacher Assistants and Library On-Line Monitors

% Increase	(\$.25 per hr.)		
	2018-2019	2019-2020	2020-2021
Step 0	\$12.30	\$12.55	\$12.80
Step 1	\$12.84	\$13.09	\$13.34
Step 2	\$13.79	\$14.04	\$14.29
Step 3	\$14.47	\$14.72	\$14.97
Step 4	\$15.13	\$15.38	\$15.63
Step 5	\$16.10	\$16.35	\$16.60

SECRETARIES

% Increase	(\$.25 per hr.)		
	2018-2019	2019-2020	2020-2021
Step 0	\$13.92	\$14.17	\$14.42
Step 1	\$14.45	\$14.70	\$14.95
Step 2	\$15.39	\$15.64	\$15.89
Step 3	\$16.08	\$16.33	\$16.58
Step 4	\$16.73	\$16.98	\$17.23
Step 5	\$17.68	\$17.93	\$18.18