

AGREEMENT

between

REESE PUBLIC SCHOOL DISTRICT

and

**REESE PROFESSIONAL SUPPORT PERSONNEL ASSOCIATION
MEA/NEA**

2012-2013

Reese Public School District
Reese, Michigan

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Agreement

Entered into this 1st day of July 2012, , between the Board of Education of the REESE PUBLIC SCHOOL DISTRICT, hereinafter referred to as the "Board," and the REESE PROFESSIONAL SUPPORT PERSONNEL ASSOCIATION, MICHIGAN EDUCATION ASSOCIATION, and the NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as the "Union."

Article 1 Purpose

The Purpose of this Agreement is to set forth wages, hours and working conditions and promote orderly and peaceful labor relations for the mutual interest of the Board, the employees and the Union.

Article 2 Non-Discrimination

The Board and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement not to discriminate against any person or persons because of race, creed, color, age, sex or national origin. Reference to the male gender shall apply equally to the female gender and vice versa.

Article 3 Recognition

3.1 BARGAINING UNIT DEFINED

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board recognizes the Union as the sole and exclusive bargaining agent for all members of the unit which includes: Day Building/Grounds/Bus Mechanic and paraprofessionals, but excluding: all administrators, supervisors, teachers of the RPEA, and bus drivers and all other employees.

3.2 EMPLOYEES

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

- a. **School-year employee:** A bargaining unit member whose employment usually follows the school calendar.
- b. **Full-year employee:** A bargaining unit member who is employed to work on a twelve (12) month basis.

3.3 In the event the district re-hires out sourced individuals on its payroll, for the classifications deleted from the contract in 2010, the person(s) hired into the classifications will be considered members of this bargaining unit.

- a. Secretaries and custodians can come to an agreement with the current Board, they will negotiate their own contract to join our current contract. We will be two or more divisions under one contract.

Article 4

Union Security

- A. It shall be a condition of employment that all employees of the Board covered by this Agreement:
1. Become members of the Union on or before the thirty-first (31st) day following the effective date of this Agreement, on or before the thirty-first (31st) day following the beginning of their employment with the Board;
or
 2. Execute an authorization for the deduction of a service fee equivalent to the dues of the Union on or before the thirty-first (31st) day following the effective date of this Agreement, on or before the thirty-first (31st) day following the beginning of their employment with the Board.
 3. Employees who fail to comply with the requirements of this article shall be discharged by the Board within sixty (60) days of written charges filed with the Board by the Union.
- B. The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Section A of this Article.
- C. In the event that the Union refuses to accept any employee hired by the Board as a member, said employee may continue employment for the School District.
- D. Either party to this Agreement shall have the right to reopen negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under applicable laws by sending written notification to the other party thirty (30) days from the date of such legal determination.
- E. The Union agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Article.

Article 5

Check-Off

- A. The Board shall have no responsibility for the collection of membership dues and special assessments of any other deductions not in accordance with this provision.
- B. A properly executed authorization form for check-off of dues or the equivalent thereof must be received by the Board from the employee for whom the Union membership dues or the equivalent thereof is being deducted before any payroll deductions are made. Deductions shall be made thereafter only after authorization for check-off forms have been properly executed and are in effect.
- C. Check-off under all properly executed forms shall become effective at the time the application is tendered to the Board or its designated representative and shall be deducted from the first (1st) payment of the month and each month thereafter throughout the term of this Agreement.

- D. Such dues and service fees as deducted shall be forwarded to the Union forthwith.
- E. An employee shall cease to be subject to check-off deductions beginning the month immediately following the month in which he/she is no longer a member of the bargaining unit as defined in Article III. The Union will be notified by the Board or its designated representative of the names of such employees.
- F. The Board shall not be liable for the Union by reason of the requirement of this Article for the remittance or payment of any sum other than that constituting the actual deductions made from wages by employees.
- G. Any dispute arising as to an employee's good standing with the Union in regards to payment of monthly membership dues or service fees shall be reviewed by a designated representative of the Board and a representative of the Union, and if not resolved, may be referred to the Grievance Procedure; however, the employee may be retained at work while the dispute is being resolved.
- H. The Union will furnish the Board or its designated representative with the names of all employees paying dues directly to the Union and it will update any changes on a monthly basis.
- I. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Board or in reliance upon signed authorization cards or lists furnished to the Board by the Union for the purpose of payroll deduction of dues.

Article 6 Vacations

- A. Vacations will be granted to permanent full-time year-round employees subject to the following conditions:
 - 1. An employee's vacation schedule must have the approval of the Board or its designated representative.
 - 2. Employees shall not be entitled to take any vacation until they have been employed by the district for one (1) full year.
 - 3. To be eligible for vacation, an employee must have worked eighty (80%) percent of his/her regularly scheduled working hours. An eligible employee will then receive two (2) weeks paid vacation. An employee who works less than 80% of his/her regularly scheduled working hours, will have their vacation time pro-rated.
Example: a person working 70% of their regularly scheduled hours will receive seven (7) vacation days.
 - 4. An eligible employee who has been employed on a full-time basis for ten (10) consecutive years, shall receive a three (3) week vacation during the subsequent years.
 - 5. An eligible employee who has been employed on a full-time basis for eighteen (18) consecutive years, shall receive sixteen (16) days vacation during the subsequent years.
 - 6. An eligible employee who has been employed on a full-time basis for twenty-two (22) consecutive years, shall receive seventeen (17) days vacation during the subsequent years.
 - 7. An eligible employee who has been employed on a full-time basis for twenty-five (25) consecutive years, shall receive twenty (20) days vacation during the subsequent years.

8. If an employee is on vacation on any of the holidays provided for in this agreement, he shall be entitled to an additional day off with pay for the holiday in connection with his vacation, or he shall receive an additional day's pay for the holiday, at the discretion of the board or its designated representative.
9. Employees hired after July 1, 2011, will not be eligible for more than sixteen (16) days vacation. Number 6 and number 7 will not apply to those individuals hired after July 1, 2011.

Article 7 No Strike

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the School System. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the School System. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal. The Board agrees that it will not directly lockout bargaining unit members during the term of this Agreement.

Article 8 Board Rights

- A. The Board, on its behalf and 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 the laws and the constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
 1. To the executive management and administrative control of the School System and its properties and facilities and the activities of its employees.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- B. 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 the Agreement and then only to the extent such specific and express terms thereof are in conformance with the Laws and Constitution of the State of Michigan and of the United States.
- C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

Article 9

Discipline and Discharge

- A. No bargaining unit member shall be disciplined without just cause. When the Board feels disciplinary action is warranted, such action must be initiated within ten (10) working days from the date of the occurrence of the condition giving rise to the action or within ten (10) working days of the date it is reasonable to assume that the Board became fully aware of the conditions giving rise to the discipline.
- B. The Board agrees to submit written notification of any discipline or discharge of a permanent employee to the President within three (3) working days from the date of such disciplinary action. Should said employee consider such discipline or discharge to be improper, the matter may be referred to the Grievance Procedure.
1. The discipline or discharge of any probationary employee shall not be subject to the Grievance Procedure.
- C. Rules and regulations shall be adopted by the Board and made available to all employees. The following rules and regulations as adopted by the Board are currently in effect; however, additional rules or current rules may be adopted or modified periodically as conditions warrant.
1. Unauthorized or excessive absence from work;
 2. Commitment or conviction of any felony;
 3. Conduct unbecoming any employee in the public service;
 4. Disorderly or immoral conduct;
 5. Theft;
 6. Consecutive poor evaluations;
 7. Insubordination;
 8. Bringing intoxicants or narcotics into or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever;
 9. Negligence or willful damage to public school property, waste, or misappropriation of public school supplies or equipment;
 10. Violation of any lawful regulation or order made by the Board or its designated representative;
 11. Willful violation of any provisions of this Agreement;
 12. Deliberate falsification of records and reports.
- D. The Employer and the Union agree that progressive/corrective discipline shall be used when appropriate. The Employer may discipline an employee by suspension with or without pay or by discharge without any prior warning, and without utilization of the progressive/corrective discipline, if the Employer, or its representatives, determine,

based upon the preponderance of reasonable evidence, to charge that the employee is guilty of gross misconduct, insubordination, sabotage, theft, assault upon another employee or a supervisor, or the commission of any act or acts which constitute a felony under State or Federal law.

- E. All dismissals and suspensions shall be with or without pay and no suspension shall be effective for a period of more than ten (10) working days without the approval of the Board or its designated representatives.

Article 10

Seniority

- A. A newly hired employee or an employee upon entry into the bargaining unit shall be on a probationary status for ninety (90) working days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) working day probationary period, the employee's work performance is unsatisfactory, he/she may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) working days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his/her probationary period until these additional days have been worked. Upon satisfactory completion of the probationary period, the employee's seniority shall revert to their first day of work.
- B. An up-to-date seniority list shall be made available to each employee covered by this Agreement on or about September 30 of each year, and such list shall contain the employee's original date of hire and classification(s). If two or more employees have the same initial hire date, ties shall be broken by the last four (4) digits of the affected employees' social security number with the person having the highest number ranked highest on the seniority list. Employees shall be given twenty (20) working days to verify their information on the seniority list. After the twenty (20) day period, the seniority list shall be deemed to be accurate.

Example: 6552 is ranked higher than 6499

- C. Classification Seniority: Classification seniority shall be based on the employee's last date of hire into the classification in which he/she works. An employee who accepts a position in another classification will have his/her seniority accrued in his/her prior classification frozen. If an employee is working in two or more different classifications, they shall accrue seniority in both classifications.
- D. Seniority shall be broken for the following reasons:
1. If the employee quits;
 2. If the employee is discharged and not reinstated through the Grievance Procedure;
 3. If the employee is absent over three (3) consecutive working days without properly notifying the Management; unless a satisfactory reason is given;
 4. If the employee fails to return to work within ten (10) working days after being notified by certified mail to report to work after receiving recall notice; and does not give a satisfactory reason;
 5. If the employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of such layoff period, up to a maximum of three (3) years;
 6. If the employee retires.

- E. Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled layoff shall have the right to displace the least seniority employee who is in a lower classification previously held by the employee, provided the seniority employee is qualified to hold the position held by the employee.
- F. Discharged or laid-off probationary employees shall not have recourse to the terms of this Agreement.
- G. Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his/her absence from his/her work shall be granted a leave of absence without pay for the term of such office and shall accumulate seniority during his/her term of office.
- H. During his/her term of office, the President shall be deemed the head of the seniority lists for the purpose of layoff and recall only, provided he/she is qualified to do the required work. Upon termination of his/her term of office, he/she shall be returned to his/her regular seniority status.

Article 11

New Jobs

- A. The Board shall have the right to establish, evaluate, and change obsolete jobs providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Board has the right to develop and establish such new or revised job description, specifications and classification, rate of pay and to place them into effect temporarily. Whenever new buildings or a job is made operational, the Board shall establish the job description.
- B. The Board will notify the Union of such new or changed job and will, within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.
- C. Any new classification and rate of pay shall be considered as temporary until the parties negotiate a permanent rate and classification. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay, the classification and rate shall be added to and become a part of this Agreement.

Article 12

Leaves of Absence

A. SICK LEAVE:

- 1. Effective July 1, each full-time permanent employee covered by this Agreement will be entitled to one (1) sick leave day per month to a total accumulation of one hundred seventy-five (175) days.
 - a. A day is earned by working eighty (80%) percent of the scheduled hours. (same as vacation Article 6)

2. All requests for sick leave must be submitted to and approved by the Superintendent or his/her designated representative.
3. The Board, at any time, at its expense, may require an employee to submit to an examination by an independent physician.
4. Sick leave days accumulated prior to an approved leave of absence without pay shall be held in reserve pending the return of the employee from such leave.
5. Upon retirement from the Reese Public Schools, the employee shall be paid five (\$5.00) dollars for each unused sick day up to one hundred (100) days. Such payment shall be made in a lump sum with the final pay.

B. EMERGENCY LEAVE:

1. Leave time which shall be deducted from sick leave accumulation shall be granted at the discretion of the Superintendent or his/her designated representative for the following reasons:
 - a. Quarantine because of exposure to contagious disease which could be communicated to other employees or pupils. An approval of a physician must be presented for the entire period of absence.
 - b. Death of close associate, relative or co-worker.
 - c. Illness in the immediate family. The immediate family shall include mother, father, husband, wife, child, adopted child, step-child (who resides in the employee's household), grandmother and grandfather.
2. Leave time which shall not be deducted from sick leave accumulation shall be granted by the Superintendent or his/her designated representatives for the following reasons:
 - a. If death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay for not more than a total of three (3) days. Upon approval of Superintendent, employees will be granted two (2) additional days which will be deducted from sick leave.
 - b. Definition of employee's immediate family: The employee's immediate family shall be interpreted as including: spouse, child, mother, father, step parents, sister, brother, mother-in-law, father-in-law, grandchild, grandmother and grandfather.

C. PERSONAL BUSINESS:

1. Employees (day bldg/grounds/bus mechanic) will be entitled to not more than three (3) days for personal business which requires the employee's presence during the working day and is of such a nature that it cannot be attended to at a time when the employee is not at his/her regular working hours. Days must have approval by the Superintendent.
2. Such time shall not be deducted from the employee's accumulated sick leave.

3. An application for personal business leave containing the reasons for the leave shall be submitted to the Superintendent or his/her designated representative in writing at least two (2) days in advance (except in the event of an emergency when a shorter notice may be acceptable).
 4. Unused personal business days will be converted to accumulated sick leave at the end of each year.
 5. All non-paid days off must be pre-approved by the Superintendent
- D. All employees will be paid, for a full scheduled work day, on days when school is released early due to circumstances beyond the control of the district.
- E. Leaves of absence without pay shall be granted for reasonable periods not to exceed one (1) year of time for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house. Leaves of absence without pay may be granted for reasonable periods not to exceed one (1) year of time for education or personal reasons. Seniority will not accumulate while the employee is on leave.
- F. **PERSONAL LEAVE (Paraprofessionals and Monitors)**
1. Employees will be entitled to five (5) personal days that can be used for the following: snow days, sick days, or personal days at the Employee's request. Unused days at the end of the school year will carry over as sick leave days, up to a maximum of forty (40) days total accumulation.

Article 13

Grievance Procedure

A. DEFINITION

1. A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.
2. As used in this Article, the term "employee" may mean a group of employees having the same grievance.

B. PROCEDURE

1. An employee having a specific grievance shall present it orally to his/her supervisor/building administrator. If the employee desires, a Union Representative may be present at such meeting.
2. If the grievance is not settled orally, it shall be reduced to writing and presented to the employee's immediate supervisor within ten (10) working days of the act or condition that caused the grievance specifying the specific provision of the contract that is allegedly violated, the remedy requested and signed by the aggrieved.
3. The immediate supervisor will answer such grievance within ten (10) working days from the date it was filed in writing unless extended by mutual agreement in writing.
4. Unless appealed in writing to the next step within ten (10) working days, such answer shall be final.

5. If appealed, the grievance shall be presented in writing to the Superintendent or his/her designated representative who will arrange for a conference with the President and/or the Business Representative in an attempt to settle the grievance.
6. Said conference shall be held within ten (10) working days from the date of receipt of appeal and will be scheduled at a time mutually agreed to.
7. The Superintendent or his/her designated representative shall answer such grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.
8. Unless appealed in writing to the next step within ten (10) working days, such answer shall be final.
9. Any appeal of a decision rendered by the Superintendent shall be presented to the Board within ten (10) working days and the Board or its designated representative shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent was not satisfactory.
10. Said conference shall be held within ten (10) working days from the date of receipt of appeal unless extended by mutual agreement in writing.
11. That Board or its designated representative shall answer such grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.
12. Unless appealed in writing to the next step within fifteen (15) working days, such answer shall be final.
13. If in the event a grievance is not satisfactorily settled at the above step within fifteen (15) working days of such decision, either party may submit the grievance to binding arbitration. If in the event the parties are unable to agree on an arbitrator within ten (10) working days from the date of appeal, the appealing party may within fifteen (15) working days from the date of appeal submit the grievance to American Arbitration Association for the selection of an arbitrator in accordance with their rules.
14. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments thereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto or to specify the terms of a new agreement or to substituted his/her discretion for that of the parties hereto or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitration shall return the grievance and all documents relating thereto to the parties without decision. The cost of the arbitrator under this paragraph shall be divided equally by the Board and the Union.
15. The time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties.
16. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the Personnel/Administrative files of the participants, except for disciplinary records.
17. An employee attending a meeting as provided for in this Article may only be paid for time missed from his/her regular work hours with prior approval of the Superintendent.

Paying employees to attend an arbitration hearing is excluded.

The President and the grievant are the only members of the Union who will not suffer a loss in pay to attend an arbitration hearing. All others will be released from scheduled work, without pay, as needed to testify. The District will attempt to reschedule those individuals missing work to testify. However, they will not be rescheduled to work on an overtime basis.

18. Five (5) days notice must be provided to the superintendent to have someone excused to attend arbitrations.
19. If an arbitration is cancelled or postponed on less than seven (7) days notice, the party seeking postponement or cancellation pays 100% of arbitrator's fee.
20. The union and the district shall not be permitted to raise any issues or rely on any evidence at the arbitration hearing not previously brought to the attention of the other party.

Article 14 Holidays

A. DAY Bldg/Grounds/Bus Mechanic:

Employees shall be paid as hereinafter provided for: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, December 24th, Christmas Day and December 31st, providing they meet the following eligibility rules:

1. The employee is a permanent employee as of the date of the holiday.
2. When a holiday falls on a Saturday or Sunday, the Board shall have the right to observe the holiday on the preceding Friday or the following Monday, or observe the holiday on another day which is mutually agreeable to the Board and the Union.
3. The employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday with the employee's scheduled work week, except when the employee works on the holiday or is on a sick leave day.
4. An employee eligible under the above provisions shall receive his/her regular daily rate for said holiday.
6. An employee who is required to work on any of the above designated holidays shall receive an amount no greater than double time and one-half (2-1/2) for all hours worked on said holiday.

B. PARAPROFESSIONALS/MONITORS:

Employees shall be paid for: New Year's Day, Good Friday, Memorial Day, Easter Monday, Thanksgiving, Day after Thanksgiving, and Christmas Day.

Article 15 Hospitalization

- A. The Board of Education will provide at its expense, the following insurance options to each full-time employee (Day Bldg/Grounds/Bus Mechanic):
- B.

OPTION A – Health Plus and other Carriers	
Health	Choices II with \$10/20 Rx
Negotiated Life	\$40,000 with AD&D
Vision	VSP-2 Silver
Dental	80/80/80/800
<u>LTD</u>	<u>66 2/3%</u>
OPTION B –MESSA and other Carriers	
Negotiated Life	\$40,000 with AD&D
Vision	VSP-2 Silver
Dental	80/80/80/800
<u>LTD</u>	<u>66 2/3%</u>

- B. If both a husband and wife are covered by this Agreement, only one may elect Option A above. The other must elect Option B.
- B. The Board of Education will provide an insurance plan that provides benefits equal to or greater than the Choices II Insurance \$10/20 Rx with no additional costs, other than the agreed on co-pay, to the bargaining unit members. The district will keep employees informed at all times and provide opportunity for input prior to any decisions related to insurance.
- D. Insurance will be provided for a full twelve-month period. Full-time employees taking the Option B plan may switch at anytime to Option A. If an employee leaves the system before the end of their work year, insurance terminates at the end of the month during which the employee terminates.
- E. Changes in family status shall be reported in writing by the employee to the School District within 30 days of such change.
- F. All other employees will receive MESSA Negotiated Life (\$40,000) with AD&D and Long Term Disability.

Article 16

Jury Duty

- A. Each employee shall be entitled to a maximum of forty (40) working days per calendar year for the purpose of serving jury duty. If an extension is necessary, the request shall be reduced to writing and submitted to the Superintendent. Whenever possible, the employee shall request the extension in advance of the expiration of the initial forty (40) working days.
- B. The employee must make every effort to be reassigned to a time not in conflict with his/her regular working hours, or be excused from service, and the Board shall have the right to request that the employee be excused.
- C. In the event the employee does not serve for a full working day on jury duty, he/she shall be required to return to his/her regular job and complete his/her regularly assigned hours.
- D. The employee shall be reimbursed the difference between jury duty pay and his/her starting time pays for his/her regularly scheduled hours for each day of jury duty service.

Article 17

Hours and Work Week

A. WORK WEEK

The regularly scheduled work week shall begin at 12:01 A.M., Monday, and end one hundred sixty-eight (168) hours thereafter, and shall be normally established in the manner outlined in Appendix A. Upon written request of the bargaining unit member and with the approval of the Superintendent, employees will have the option to work a four (4) day, ten hours per day, schedule which shall not be subject to the time and one half (½) provision of this Agreement.

B. OVERTIME

Overtime rates will be paid as follows:

1. Time and one-half (½) will be paid in excess of forty (40) hours in one week. If the emergency time worked is beyond forty (40) hours in the work week, he/she shall be paid overtime in accordance with the provisions of this Article. The bargaining unit members and supervisor may agree to use the option of comp time for all hours worked in one day, in a scheduled forty (40) hour week, in place of pay at the same rate of time and one-half (½). The records of comp time must be maintained by both the bargaining unit member and the supervisor.
2. When a one-on-one aide has no student for the day or part of a day, the district may send the aide home if the Superintendent determines no work is available. The aide will receive one hour of show up time if he/she comes in to work.

C. EMERGENCY WORK

Whenever a Day Bldg/Grounds/Bus Mechanic employee is required to report for emergency work , he/she shall receive pay for the actual time worked or a minimum of two (2) hours pay at his/her straight time hourly rate.

- D. Overtime shall be divided and rotated as equally as possible within the building and among those employees who regularly perform such work, provided they are qualified to perform such work.
1. The scheduling of overtime shall be the responsibility of the Superintendent or designee.
 2. Weekly overtime hours will be kept track of by the President and Superintendent or designee and be rotated as equally as possible by building, provided the assigned employee is qualified to perform the required work.
- E. Employees assigned to drive a bus shall be paid the bus pay in addition to regular pay except for the high school shuttle run for which no pay shall be granted.
- F. Each Day Bldg/Grounds/Bus Mechanic employee will receive a fifteen (15) minute break time in the first four (4) hours of the shift and a fifteen (15) minute break time in the second four (4) hours of the shift.

Article 18 Visitation

After presentation of proper credentials to the Superintendent or his/her designated representative, officers, or accredited representatives of the Union may be admitted into the buildings of the School System to assist in the administration of the provisions of this Agreement, including the adjustment of grievances, provided that such activity is not in areas which would be detrimental to the management and function of the school, its students or its employees.

Article 19 Waiver Clause

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 that 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 Union and the Board for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. No Agreement, alteration, understanding or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Board and the Union.

Article 20 Savings Clause

If any provision of this Agreement or any application of this 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 conditions and provisions shall continue in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutual satisfactory replacement of such provision or application.

Article 21

Vacancies and New Positions

- A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of such vacancy or newly created position, and employees shall be given five (5) working days in which to make application to fill such vacancy or new position.
- B. Notices of vacancies and newly created positions shall include the classification, shift, rate of pay, minimum requirements, and approximate starting date, and any other information as deemed necessary by the Employer.
- C. A vacancy shall be defined as a newly-created position or a present bargaining unit position that is not filled. Vacancies shall be filled on the basis of experience, qualifications, and work record. The Board/Association recognizes that seniority is an important factor in filling vacancies.
- D. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the posting period. The Employer shall notify the designated stewards of each classification of vacancies occurring during the summer months (June, July, August) by sending notice of same to each steward by U.S. mail to their last known address.
- E. Bargaining unit members shall not be placed on a lower step on the salary schedule due to involuntary transfers for the balance of the school year.
- F. Involuntary transfers are to be minimized and avoided when possible. In all cases, involuntary transfers shall only be affected for good reason.

Article 22

Layoff and Recall

A LAYOFF NOTICE

- 1. No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least fifteen (15) work days prior to the effective date of the layoff. Fifteen (15) days notice if we know in advance but no less than ten (10) days notice will be given for layoffs.

B. LAYOFF PROCEDURES

- 1. Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled layoff shall have the right to displace a lesser seniority employee who is in a lower classification previously held by the employee, provided the seniority employee is qualified to hold the position held by the employee. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified to hold the position.
- 2. In the event of a reduction in the work hours in a classification, every effort will be made to keep the bargaining unit members with the greater seniority without unduly disrupting the educational needs of students.

C. RECALL

1. Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified.
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 bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.
3. A recalled bargaining unit member shall be given fifteen (15) working days from receipt of notice to return to work.

Article 23

General Working Conditions

A. SAFETY PRACTICES

1. The Employer will take reasonable measures in order to prevent or eliminate any hazards which the employee may encounter at his/her place of work in accordance with State, Local, and Federal regulations.

- B.** Employees required to use their own transportation in performing their job shall be paid mileage at the existing IRS rate with prior permission from the superintendent or designee.

C. PROFESSIONAL DEVELOPMENT

1. All bargaining unit members may be offered professional development opportunities in conjunction with in-service training scheduled for the instructional staff. Such training opportunities shall be fully paid by the Employer.
2. When a bargaining unit member is required by the Administration to attend job-related training programs or courses, the costs of tuition, books, and supplies related to such training shall be paid by the Board. Employees shall receive regular hourly pay for attendance required during working hours.
3. For those out-of-town programs, conferences, courses, or workshops which the employee must attend at the direction of the Administration, the employee's expenses pursuant to attendance shall be paid by the District. Attendance during working hours at out-of-town conferences shall not cause the employee to suffer loss of pay or benefits.
4. Payment of expenses incurred by the District pursuant to this Article shall be subject to itemization (i.e., receipts).
5. Reimbursement for the cost of licenses or the renewal of licenses required for the bargaining unit member to perform his/her job or position.

D. UNIFORMS

1. If bargaining unit members are required by the Employer to wear uniforms, the uniform shall be provided to employees at no cost.

Article 24

Miscellaneous Articles

A. PRESIDENT AND VICE-PRESIDENT

1. Employees may be represented by a President and Vice-President whose identity shall be made known to the Employer.
2. The President and Vice-President during his/her working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with his/her supervisors, which arrangements shall not be unreasonably withheld. This privilege shall not be abused.
3. Any new employee shall be introduced to the President and Vice-President before starting to work to be added to the President's record or the President and Vice-President shall be supplied the following information within the employee's first week of employment: Name, address, classification, job location, and shift assignment.

The President and negotiations team members, during their working hours, without loss of time or pay, may attend negotiation meetings.

4. During his/her term of office, the President shall be deemed to head the seniority list for the purposes of layoff and recall only. Upon termination of his/her term, he/she shall be returned to his/her regular seniority status.

B. JOB DESCRIPTIONS

1. Job descriptions will be developed for each classification. The job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the Employer. The job descriptions will include at a minimum:
 - a. Job title and description
 - b. Minimum requirements
 - c. Specific tasks and responsibilities.

C. EVALUATIONS

1. Any evaluation of bargaining unit members' work performance shall be based upon the job description. The evaluation form shall be the same for all bargaining unit members in each classification.
2. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons shall be set forth in specific terms, and identify the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement.

D. FREEDOM OF INFORMATION ACT (FOIA) REQUESTS

1. Once a FOIA request is received by the Superintendent, the involved bargaining unit member(s) and the association President shall be notified. Time will be allowed for the member to review files before release of information within the constraints of the law.

E. UNION ACTIVITIES

1. The Employer agrees to furnish to the Union all available information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Union in preparing for grievances and for negotiations.
2. The Union shall have the right to schedule at least one (1) membership meeting per year during the work day not to exceed two (2) hours in length. All employees scheduled to work at such time will be released with pay for attendance at the meeting. The Union agrees to try to schedule the meeting to minimize disruption and to provide the Employer with at least two (2) calendar day's prior notice.

Article 25

Termination and Modification

- A. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2013.
- B. If either party desires to terminate this Agreement, it shall ninety (90) days prior to the termination date give written notice of termination. If neither party shall give notice of termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days' written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement, it shall ninety (90) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice of amendment shall set forth the nature of amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on or after the termination date or ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, Reese Professional Support Personnel Association, Michigan Education Association, 7075 Gratiot Rd., Suite 3, Saginaw, Michigan, 48609 and if to the Board addressed to Reese Business Office, 1696 S. Van Buren, Reese, Michigan 48757, or to any other such addresses the Union and the Board may make available to each other.
- E. The effective date of this Agreement is July 1, 2012.

IN WITNESS THEREOF: the parties hereto have caused this instrument to be executed.

**REESE PROFESSIONAL SUPPORT
PERSONNEL ASSOCIATION**

REESE BOARD OF EDUCATION

President

President

Secretary

Treasurer

Dated this _____ day of _____, _____.

Appendix "A"

It is agreed by the parties that permanent employees of the Board who are assigned to the following classifications will receive the following rates of pay for the term of this Agreement:

The bargaining unit members who receive medical insurance will pay a co-pay of the following amounts:

Effective 7/1/11, the co-pay will be \$50.00 per month. If State Legislation is passed which mandates a employee co-pay of health insurance premiums, the District may begin payroll deduction for that co-pay, beginning the first month after the effective date of the legislation, notwithstanding the collective bargaining agreement of a \$50.00 co-pay. It is expressly understood that this deduction would be inclusive of the \$50.00 currently being deducted, not in addition to.

2012-2013 CLASSIFICATION	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Paraprofessional	\$7.90	\$8.50	\$9.13	\$9.75	\$10.36	\$10.98	\$11.59	\$12.02
Monitors	\$7.47	\$7.54	\$7.73	\$8.17	\$8.60	\$9.06	\$9.50	\$9.94
Day Bldg/Grounds/Bus Mechanic	\$12.89	\$13.45	\$14.02	\$14.58	\$15.16	\$15.73	\$16.30	\$16.73

The Board shall pay the following amount at the end of the school year to bargaining unit members who meet the following criteria for use of sick leave days, personal business days, and unpaid leaves of absences, combined. Time off for military leave shall not be counted.

	Day Bldg/Grounds/Bus Mechanics		
0-4 days used	\$300.00		
5-7 days used	\$200.00		

It is agreed that the normal work week schedule for Day Bldg/Grounds/Bus Mechanic employee shall be as follows:

WEEK BEGINNING	HOURS
First week, summer session	40

Such schedule may be changed by the Board subject to the following:

1. A meeting must be held with the Union to inform the employees of the changes.
2. If hours are reduced, the low seniority employees and lower classifications shall be reduced first.

