

**MASTER AGREEMENT**  
**BOARD OF EDUCATION**  
**RAPID RIVER PUBLIC SCHOOLS**  
**and**  
**RAPID RIVER EDUCATION SUPPORT PERSONNEL**

**2012– 2013**

**2013- 2014**

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This agreement is entered into this July 1, 2012 by and between the Board of Education of the Rapid River School District, hereinafter referred to as the "Board" or "employer", and the Rapid River local of the Michigan Education Support Personnel Association, hereinafter referred to as the "union" or "RRESP".

**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 with the mutual interest of the Board, the employees, and the union.

The parties recognize that the interest of the community and the job security of the employees depend on the employer's success in establishing a proper service to the community.

In light of the statutory obligation of the Board to bargain, pursuant to Act 379 of the Michigan Public Acts of 1965, with the union with respect to hours, wages, and terms and conditions of employment, the parties have reached certain understandings which they desire to memorialize. In recognition of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE 1: RECOGNITION**

Section A: The Board hereby recognizes the union as the sole and exclusive bargaining representative for all year and school year office personnel, paraprofessionals, custodian-maintenance, food service, and transportation employees; excluding confidential employees, Director of Non-Instructional Personnel, and all other employees.

Section B: Unless otherwise indicated, the terms "employee" or "bargaining unit member" when used hereinafter in this agreement shall refer to all members of the above defined unit. All references to the male gender shall automatically be so construed as to include the female gender and vice versa.

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Section C: The Board agrees that for the duration of this agreement that it will not negotiate with any union, group or individual other than the union with which this agreement is made concerning hours, rate of pay or any terms or conditions of employment affecting the bargaining unit member as defined above.

**ARTICLE 2: UNION RIGHTS AND SECURITY**

Section A: Employees covered by this agreement may elect to join the union.

Section B: If allowable by State law, the employer agrees to deduct dues and initiation fees upon written authorization from bargaining unit members who elect to join the union, within thirty (30) days of employment or the date on which this agreement becomes effective from a regular paycheck each month - September through June.

Section C: The union shall be provided with bulletin board space in the following locations: high school office, main kitchen, serving kitchen, receiving area, and bus garage for the purpose of posting union materials. The union shall also have the right to use the school mails to distribute union materials.

Section D: Special conferences for important matters will be arranged between the union president and the representative of the employer upon the request of either party. Such meetings shall be between at least two (2) representatives of each party.

Section E: The union shall have the right to use school facilities for meetings, and school equipment such as typewriters, duplicating equipment and audio visual equipment. The union agrees to pay reasonable costs related to the use of such materials.

Section F: Employees shall be represented by elected and/or appointed officers and stewards. The union shall furnish the names of officers and stewards upon their election or appointment. The stewards may represent

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and/or investigate and present grievances to the employer during hours in which the employee is not scheduled to work.

Section G: In accordance with applicable laws concerning the right to information, the employer agrees to furnish the union with information which is available concerning, but not limited to, financial budgetary and employee salary status which is necessary for the development and processing of grievances and/or negotiating proposals.

Section H: The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased or transferred to persons not covered by this agreement.

1. The employer agrees that administrators, teachers, supervisors as described by PERA, and non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when union employees are not available or have refused to do the work assigned except in cases where unsafe conditions are being charged by an employee. An emergency shall be defined as an unforeseen circumstance which calls for immediate action in a situation which is not expected to be of a recurring nature.

Section I: The employer shall provide five (5) unpaid released days in whole or half day segments to the union President or his/her designee for the annual conduct of business at union conferences as deemed appropriate by the union president. Employees, where possible, may make up any time missed by making arrangements with their immediate supervisor.

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**ARTICLE 3: EMPLOYEE RIGHTS**

Section A: Pursuant to the Michigan Employment Relations Act, the employer hereby agrees that every employee shall have the right freely to organize, join and support the union for the purpose of engaging in collective negotiations or bargaining. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the employer undertakes and agrees that it will not directly, or indirectly, discourage, deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan or the United States of America; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the union or collective negotiations with the employer, his/her institution of any grievances or complaint, or proceeding under this agreement, or otherwise with respect to any terms of conditions of employment.

Section B: Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of the employee is not within the appropriate concern or attention of the employer unless such private and personal actions interfere with job performance or responsibilities.

Section C: Residence within the district shall not be a requirement of employment.

Section D: No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or occupational advantage, discharges or other actions of a disciplinary nature) without just cause. Just cause shall be deemed to include, but not limited to: conviction of a felony, falsification of personnel records and provable willful insubordination and/or physical violence to administrative personnel. Specific grounds forming the basis

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of or for such disciplinary action shall be made available to the union.

Section E: An employee shall be entitled to have present a representative of the union during any meeting which leads or may lead to disciplinary action. If disciplinary action seems likely, the employer agrees to so advise the employee.

Section F: The employer agrees to comply with and provide access to personnel records as defined and allowed under P.A. 442 of the Public Acts of 1976 and P.A. 397 of the Public Acts of 1978. Further, the employer agrees to verbally notify the employee of the pending inclusion of any reprimand(s), written warning(s), or the complaint(s) relating to the employee prior to its inclusion in the employee's personnel file. Parental and student complaints shall first have been notified verbally and the complaint was properly investigated and verified by the employer. The complaint shall be initialed by both parties prior to inclusion. If employee refuses to initial a complaint the Union will agree to initial the complaint on behalf of the employee. Such notation indicates only awareness of said complaint and in no way implies agreement with or guilt or responsibility for content of the complaint.

Section G: Any case of assault upon an employee in or on school property shall be reported to the employer. The employer shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

**ARTICLE 4: BOARD RIGHTS**

Section A: 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 responsibility 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

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limiting the generality of the foregoing, the right:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
2. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of the Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.
4. Determine the services and supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Qualifications will be determined by job description, the 90 day probationary period and state laws and certifications.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.



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8. Determine the placement of operations, production, services, maintenance or distribution of work, and the sources of materials or supplies.
9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in the Agreement.
11. Determine the policy affecting the selection of new employees providing such selection shall be based on lawful criteria.
12. The right of contracting and subcontracting is vested in the Employer.

The exercise of the foregoing powers, rights, authorities, 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.

**ARTICLE 5: SENIORITY**

**Section A:** Seniority shall be defined as the length of service within the district as a member of the bargaining unit with accrual beginning from the bargaining unit members first day of employment. In the event that more than one individual has the same date of employment, position on the seniority list shall be determined by a drawing held by the union at a time and a place each member of the bargaining unit can be notified of prior to and have the opportunity to attend. There shall be one seniority list on a bargaining unit wide basis.

**Section B:** The employer shall prepare and post the seniority list conspicuously in the district within thirty (30)

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days of the effective date of this agreement and by October 1 on an annual basis thereafter for successive seniority lists. If a bargaining unit member objects to his/her placement on the seniority list, he/she shall have thirty (30) days from the date of the posting of the seniority list to meet jointly with the union and the district's representative to discuss the discrepancy and shall be entitled to have his/her seniority adjusted as long as such adjustment is within the terms and conditions of this agreement. Following the thirty (30) day objection period, the seniority list shall become final for that year.

Section C: An employee shall lose seniority only for the following reasons: if his/her employment is terminated for just cause, he/she quits, resigns, retires, is transferred to a non-bargaining unit position, or is certifiably going to be absent from the job due to long term disability and will not be returning to the job.

Section D: Seniority shall continue to accrue for all bargaining unit members on paid leave of absence, disability for not more than one and one-half (1 1/2) years, family leave, sick leave or other leave where the employee's employment is considered to be continuous. An employee returning from more than one and one-half (1 1/2) years of disability or a non-bargaining unit position shall be entitled to reinstatement of seniority held prior to the disability or transfer.

**ARTICLE 6: LAY-OFF AND RECALL**

Section A: It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and/or staff and that the procedures set forth in this Article shall be used in laying off personnel. Lay off shall be defined as a necessary reduction in the work force.

Section B: No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said lay-off at least ten (10) working days in advance of the effective date

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of the lay-off in writing. The district will notify employee five (5) days in advance of a permanent reduction in working hours.

Section C: In the event of a necessary reduction in the work force the employer shall first lay off the least senior employees. In no case shall a new employee be hired by the district while there are laid off employees who meet the qualifications for a vacant position or a newly created position as defined by the job description. Employees whose positions have been eliminated due to a reduction in the work force or have been affected by a lay-off shall have the right to assume a position for which they meet the qualifications per the job description which is held by a less senior employee.

Section D: In the event of a reduction in the work hours in a classification, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule.

Section E: A laid-off employee shall be given preference in substituting when the need for a substitute arises in the district. Laid-off employees shall also be allowed to continue health, dental and life insurance benefits by paying the regular monthly subscriber group rate premium to the employer.

Section F: Laid-off employees shall be recalled in the reverse order of lay-off to any position provided employee meets the qualifications as contained in the job description. The employee will be determined to be assigned to that position after a probationary period of ninety (90) days. Following a ninety (90) day probationary period the employee's supervisor will evaluate that performance and in consultation with the Superintendent determine competency for the position assigned.

Section G: Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to work within ten (10) working days from the date of mailing the notice of

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recall, he/she shall be considered to have quit. In proper cases, exceptions may be made.

Section H: Employees on lay-off shall retain their seniority and be eligible for recall for two (2) years.

**ARTICLE 7: VACANCIES, PROMOTIONS AND TRANSFERS**

Section A: A vacancy shall be defined as a newly created position or a present position that is not filled in the bargaining unit. If at any future date a position is created within the district, the Board will place such position in the proper job classification. If a new position is created or the duties of an existing position change, the Board of Education will receive input from the union President and those person/s most likely to be affected by the changes prior to finalizing the new job description. The union recognizes the right of the Superintendent/Board of Education to make the final decision.

Section B: The union president and union steward shall be notified in writing of all vacancies during the school year. Vacancies will be posted for a period of five (5) business days during which time employees may apply for a vacant position in writing. The employer agrees to notify employees of vacancies during the summer months by sending notice of the vacancy to all bargaining unit members.

Section C: Vacancies shall be filled with the most seniored applicant who meets qualifications per the job description. If no one within the bargaining unit applies, the vacancy shall then be offered to laid off employees if their qualifications are in accordance with the job description.

Section D: The district agrees to provide substitutes when temporary vacancies occur in the district. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, or are absent due to illness for a period of more than five (5) days will first be granted to the most seniored employee meeting qualifications per the job description upon application for the vacant position. In this instance and only in this instance shall the posting period be shortened to two (2) business days to limit the disruption in the district. Such employee

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shall receive the rate of higher pay of a higher classification for all hours worked while filling such vacancy. After the vacancy has been offered to employees within the bargaining unit, it shall then be offered to employees on lay-off.

Section E: A promotion shall be defined as an upward change in an open job classification which results in additional pay. Promotion shall be made on the basis of seniority and qualification. The most senior applicant for the promotion who meets the qualifications in accordance with the job description shall be granted a thirty (30) working day trial period to determine his/her ability to perform the work and his/her desire to remain on the job. If the employee is unable to perform the work or at his/her option, the employee shall be returned to his/her previous assignment.

Section F: In the event the senior applicant is denied the promotion after the trial period, reasons for the denial shall be given in writing to the employee and the union.

Section G: During the trial period, employees shall receive the rate of the job they are performing.

Section H: Employees shall not be placed on a lower wage scale due to involuntary transfers and the union and the district agree that involuntary transfers are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be effective only for reasonable and just cause.

Section I: When positions become vacant or are created, bargaining unit members may be allowed to hold more than one (1) position within the district provided seniority requirements are met, the employee meets qualifications of the job description, and the schedule of the extra position does not conflict with the regular schedule of the bargaining unit member.

Section J: When a position has an increase in time of 30 minutes or more, the additional time shall be posted as set forth in this contract.

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Section K: Employees may substitute in other positions at the discretion of the immediate supervisor.

Substitute assignments will be made which minimize the disruption of services. Substitute assignments will be made on a seniority basis from a list generated at the beginning of the school year and given to the Director of Non-Instructional Personnel.

**ARTICLE 8: GRIEVANCE PROCEDURE**

Section A: A grievance is a complaint involving alleged violation of this contract. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance. For the purpose of representing the employee effectively within the jurisdiction of this agreement grievances shall be:

STEP 1: Presented in writing to the supervisor and signed by the employee and/or union representative within ten (10) working days of the alleged violation. Disposition of the grievance by the supervisor shall be returned to the employee and/or union representative in writing within five (5) working days.

STEP 2: If the grievance is not resolved in STEP1, the employee and/or the union may within five (5) working days of receipt of the supervisor's answer, submit to the Superintendent or his/her designee a signed written "Statement of Grievance." A copy shall be given to the supervisor involved at the time. The "Statement of Grievance" shall identify all of the provisions of this agreement alleged to have been violated by appropriate reference, shall state the contention of the employee and of the Association (Union) with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee and/or union representative involved. Within five (5) working days of receipt of the grievance, the Superintendent shall meet with the union in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the union.

STEP 3: Grievance unresolved in the two (2) STEPS above shall go to a hearing before the Board of Education

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at the next regularly scheduled Board meeting.

BINDING ARBITRATION: If a satisfactory decision on the grievance is not made as a result of the Board of Education meeting either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules and regulations of the American Arbitration Association (AAA). Such appeal must be taken within fifteen (15) working days of the decision of the Board. The arbitrator's ruling is limited to the relief without modification, in accordance with all provisions set forth in this Agreement.

Section B: Time limits provided in the Article shall be strictly adhered to but may be extended in writing by mutual agreement.

Section C: Notwithstanding the expiration of the agreement, any claim or grievance arising hereunder shall be processed through this procedure until resolution.

Section D: If any bargaining unit member for whom a grievance is sustained, shall be found to have been unjustly disciplined or discharged, he/she shall be promptly reinstated with full reimbursement for all compensation lost, and have his/her record cleared of any reference to this action.

Section E: Grievance records and references shall be stored in a file separate from the employee's personnel file.

Section F: The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

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**ARTICLE 9: WORKING CONDITIONS**

Section A: The district shall provide a one-half (1/2) hour paid lunch period for bargaining unit employees who work seven (7) or more continuous hours. Such lunch periods shall be taken at a time which is not in conflict with the employee's normal working duties.

Section B: On those days where school has been canceled for students and there is not penalty from the State Aid Act, school year support staff employees in the bargaining unit need not report for work with no employee suffering a diminution of pay. Custodial-maintenance employees who work year round, however, shall be expected to report for work. If school is canceled after it has started and students are sent home, school year employees shall be entitled to go home once the building and work materials of the employee have been adequately closed and/or cared for. Those employees already at their work station as scheduled will be paid from the time their job commences until their work stations are adequately closed and/or cared for. It is the employee's responsibility to be in a position of contact. Determination of cancellation will be made by the Superintendent or designee and communicated to employees as soon as possible. Any days required to be made up will be compensated for as regular work days.

Section C: Employees who work from four (4) up to eight (8) continuous hours shall be entitled to one (1) fifteen (15) minute relief period. Employees who work eight (8) hours shall be entitled to two (2) such relief periods. Employees working overtime shall be entitled to one (1) fifteen (15) minute relief period for every two (2) hours worked.

Section D: The employer agrees that no employee shall be required to work under unsafe or hazardous conditions. Further, the employer agrees to provide without cost to the employee, necessary safety equipment, not to include ordinary equipment, for the performance of their regular duties. First aid kits shall be available in



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the employee's immediate work area for employee use.

Section E: Each employee shall be covered by the applicable Worker's Compensation Laws.

Section F: No employee in the bargaining unit shall be required to dispense medication to any other person, including students.

Section G: The employer agrees to give all reasonable assistance to employees in relation to requests for maintenance of control and discipline in the employee's work area. When short term or emergency situations present themselves, employees may be required to supervise students, provided that such supervisory time is paid time at the employee's normal rate of pay.

Section H: The employer agrees to reimburse each employee required to attend driving school or special training the amount spent for mileage, meals and lodging. In addition, the employer agrees to pay the employee their regular rate of pay for each hour of classroom attendance.

Section I: The employer agrees to employee use of existing lounge facilities for the purpose of eating lunch or meals during the course of the day and employee use of existing adequate adult restroom facilities.

Section J: Employees shall be responsible to their immediate supervisor.

**ARTICLE 10: LEAVES OF ABSENCE**

Section A - Sick Leave: Employees in the Rapid River School District shall be granted sick leave prorated at a rate of one day per month of service based on the number of hours normally worked per day. Unused sick leave shall be allowed to accumulate to one hundred forty (140) days. Sick leave may be used for the employee's illness, maternity, disability or illness or injury in the employee's immediate family. Immediate family shall be defined to include the employee's spouse, parent, parent-in-law, child, brother, sister, grandchild, grandparent and IRS qualified dependent living in the household of the employee.

Section B: Employees that work less than 1750 hours per year shall be entitled to three (3) days of personal

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business leave per year. Employees that work 1750 hours or more per year shall be granted four (4) days of personal leave per year. If an employee does not use all of his/her personal days in any one year, he/she may carry over one (1) day of their annual allowance to the next year. Employees that work less than 1750 hours per year may accumulate up to four (4) personal business days in any one year. Employees that work 1750 or more per year may accumulate up to five (5) personal business days in any one year. If personal days are not used during the year or carried over to the next year, the employee may elect to be paid one-half (1/2) of his/her daily salary for the unused days, or convert unused days to sick days. Employees may use personal leave time before or after vacations/holidays at the discretion of their immediate supervisor. A limit of one staff member per classification may use personal leave time before or after each vacation or holiday. Such days shall be granted on a departmental seniority rotation basis under Association auspices. A one (1) week notice is required prior to approval of a personal leave. Requests for personal leave during hunting season may be granted per this section for both school year and year round employees. Emergency situations will be considered.

Section C – Family Medical Leave Act of 1993:

1. Pursuant to the Family Medical Leave Act of 1993, an employee who has been employed at least 12 months, worked at least 1,250 hours during the prior 12 month period (including all full-time employees) is entitled to 12 work weeks of leave during any 12 month period without pay, but with group medical insurance coverage maintained for one or more of the following reasons:
  - a. due to the birth of the employee's child in order to care for the child;
  - b. due to the placement of a child with the employee for adoption or foster care;
  - c. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
  - d. due to serious health condition that renders the employee incapable of performing the functions of his or her job.
  
2. A "serious health condition" is defined in the Act as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the FMLA shall apply to leaves under this provision.

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3. The Board shall have the right to request a physician's statement at the Board's expense that the employee has made a complete recovery and is able to do the work before returning to work.

Section D - Personal Sick Leave Extension: Any employee whose personal illness (as defined in Section A above) extends beyond the period compensated shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to one (1) year. The employee may continue insurance benefits at his/her own expense. The Board shall have the right to request one (1) statement from the employee's physician to the effect that the employee has recovered and may return to work. A second physician's statement may be required at the Board's expense.

Section E - Bereavement Leave: Up to three (3) days with pay shall be granted for scheduled work missed due to the death in the employee's immediate family which shall be defined to include father, mother, spouse, children, grandparents, brothers, sisters, grandchildren, parent-in-law or IRS dependent living in the immediate household. An additional two days may be granted upon approval of the Superintendent.

Section F - Jury Duty/Court Appearance - An employee who is a plaintiff or defendant not related to district service, before any judicial or administrative tribunal, shall not be compensated, unless personal business days are used for the time missing from normal duties. A leave of absence with pay, not charged against an employee's sick or personal leave, will be granted if an employee is called for court appearances as a witness in any case in which the employee's connection with the case stems from his/her employment with the Board, provided the legal action is not instigated by or on behalf of the employee or the Association against the Board. The employee shall be compensated for the time missed coinciding with the normal work hours, the difference between normally earned wages and the pay received from the performance of such obligation. An employee called for jury duty before any judicial or administrative tribunal shall be compensated for the time off coinciding with normal work hours, the difference between normally earned wages and the pay received from

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the performance of such an obligation.

Section G - Military Leave: Military leaves of absence shall be granted to any employee who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Employees on military leave shall not be given the benefit of increments or fringes as if they had remained in active service to the school system. Seniority held by the employee prior to this leave shall be reinstated to the employee upon return to work but shall not accrue during the leave. The employee shall be entitled to return to the same job held prior to the leave. Military leave will be limited to one (1) tour of duty with a maximum of four (4) years.

Section H - Workman's Compensation: Absence due to injury which is compensable under Workman's Compensation shall not be charged against the employee's sick leave accumulation.

Section I: A one (1) year unpaid leave of absence shall be granted to an employee after ten (10) years of continuous service to the Rapid River School District upon the employee's request. The employee must request the leave in writing by May 1 for the ensuing year and notify his intention to return to the district by June 1 of the following year. Failure to do so will result in loss of employment rights. This leave of absence may be used only once during the employee's employment.

**ARTICLE 11: NEGOTIATION PROCEDURES**

Section A: At least sixty (60) days prior to the expiration of this agreement, the RRESP bargaining team shall notify the Board in writing that they are ready to begin negotiations for a new agreement for the ensuing school year(s). Negotiations shall begin during this time.

The parties acknowledge that during the negotiations of this agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this agreement. Therefore, the district and the union waive the right, and each agrees that the other shall not be obligated to bargain collectively for the duration of this agreement with

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respect to any subject or matter whether covered or not by this agreement. Provided, however, that by mutual written agreement of the parties this agreement may be re-opened for negotiations but that any amendment or supplemental agreement shall not be binding unless executed in writing and signed by the parties.

Section B: Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the union and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

Section C: If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

Section D: When negotiations are conducted during the employee's regular work hours at the request of the state mediator, released time shall be provided for the union's negotiating team members.

**ARTICLE 12: MISCELLANEOUS PROVISIONS**

Section A: It is agreed that this agreement is the sole agreement between the parties and as such shall supersede any rules, regulations, or practices of the district which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered a part of the established policies of the district and supersedes or cancels all previous agreements.

Section B: If any provision or application of this agreement to any employee or group of employees shall be found to be 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.

Section C: Copies of this agreement shall be printed at joint expense and distributed to all employees of the

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district now employed, or hereinafter employed within thirty (30) days of employment or when this agreement is signed by both parties. The union shall have the opportunity to have the contract printed provided it is at less expense than the Board can arrange.

Section D: There shall be two (2) officially signed copies of any agreement reached between the parties with one (1) being retained by the district and the other by the union.

Section E: The employer agrees to pay up to ninety (\$90.00) dollars each year for a physical examination not covered under health insurance, if required of employees as a condition of employment per state requirements. Payments will be made directly to the health care provider upon receiving an itemized billing. (This clause is not meant to conflict in any way with Article 10, Section D, requiring a note from the employee's doctor when the employee has been ill and gone to see a doctor.)

Section F: All employees shall be allowed to continue their employment with the employer until the age of seventy (70) or otherwise as dictated by law.

Section G: The employer shall pay in full the legally required retirement contribution for each employee in the Michigan Public Schools' Employee Retirement System.

Section H: A qualified person who assumes the duties of Head Cook on a temporary basis in the absence of the regular Head Cook and who serves in this capacity for three (3) consecutive days shall be paid the rate of the Head Cook classification. This shall only be effective after three (3) consecutive days have been served in said position. After three (3) consecutive days pay shall be retroactive to day one (1) of assuming the Head Cook function.

Section I: The Board agrees to pay a CDL license fee for employees required to have this license. Should an employee fail the CDL test the board will not pay the fee more than once. The Board agrees to pay the renewal

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fee for the CDL license. Should an employee fail the exam, the payment of the second renewal fee will be the responsibility of the employee.

Section J: The Rapid River Schools support the use of support staff personnel and district equipment as appropriate, cost effective, and in accordance with District Policy. Outside groups and organizations renting facilities which necessitate the use of special services will be required to use district personnel. In the event the district shares transportation with another district, every effort will be made to rotate the use of buses in providing drivers opportunities for additional hours.

Section K: Support staff personnel must meet the certification requirements according to Federal and State guidelines for the job classification for which they are employed.

Section L: Employees who use their personal automobile while performing their job responsibilities shall be reimbursed at the current Internal Revenue Service rate.

**ARTICLE 13: STRIKES**

Section A: The union will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in any strike or work stoppage of any kind or nature during the duration of this agreement. Strike and work stoppages shall be deemed to include, but are not limited to slow-downs, stoppages of any kind, sit-ins, "blue flu", and illegal picketing and demonstrating for the duration of this agreement in reference to the Rapid River School District.

Accordingly, the union agrees that during the term of this agreement, it shall not direct, instigate, participate in, encourage, or support any strike as defined above, against the Board by any employee or group of employees.

The Board shall have the right to discipline, including discharge any employee for taking part in any

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violation of this provision unless the Board shall first have failed to implement the award of an arbitrator.

Section B: The employer agrees that during the period of this agreement it will not either directly or indirectly engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act (PERA).

Section C: An employee may not be ordered to cross a picket line, nor shall it be cause for discipline or discharge, if such act could adversely affect the personal safety of the employee. In such event, the employer reserves the right to hire temporary workers to replace employees who fear for their safety until such time as they are able to return to work.

**ARTICLE 14: WORK YEAR - WORK WEEK**

Section A: The normal work year for support staff employees shall coincide with the number of days school is in session in order to fulfill state requirements to receive full state aid.

High School Secretary who shall work the number of days school is in session, the months of June and August, and any discretionary day(s) in order to fulfill job duties to total 219 days.

Head Cook who shall work five (5) to seven (7) days beyond number of days in session at the discretion of the Director of Non-Instructional Personnel

Office Clerks who shall work ten (10) days beyond the number of days in session.

Business Office Clerk who shall work as needed throughout the calendar year at the discretion of the superintendent.

Year round employees of the Custodial/Maintenance classification shall work a calendar year.

Custodial/Maintenance for elementary shall work a school year.

Section B: The normal work week for all employees is Monday through Friday.

Section C: Overtime shall be divided among employees within each classification. Overtime shall first be offered to the employee in the classification having the greatest seniority and rotate down the seniority list. If all



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employees within a classification refuse the overtime, the employer may then offer the overtime to a less seniored employee within the bargaining unit provided they meet the job qualifications per the job description.

**ARTICLE 15: DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2012 and shall continue in effect until June 30, 2014. The Employer and the Union, for the life of the Agreement, each voluntarily and unqualified waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. The Employer shall have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment of this Agreement concerning such subjects or matters.

There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. It is the intent of the parties that the provisions of this Agreement will supercede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their relationship and shall be the sole source of all rights or claims which be asserted hereunder.

If pursuant to negotiations for a successor agreement, an agreement or modification is not reached prior to the expiration date of this agreement, this agreement shall expire on the expiration date unless it is extended for a specific period of time by written mutual agreement between the parties. In witness whereof the parties have caused this agreement to be signed by their respective representatives.

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For the Union:

Christine M. Queri  
President

Mary Anderson  
RRESP Representative

April 11, 2013  
Date Ratified by RRESP

For the Board:

Karen J. Lundquist  
President

[Signature]  
Secretary

May 13, 2013  
Date Ratified by Board

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**ARTICLE 16: FRINGE BENEFITS**

Section A: Employees working a full calendar year shall receive vacation time. Vacation time shall be used at a time agreeable to both the employer and the employee. In the event more than one (1) employee in a classification shall request vacation time for the same period, preference shall be given based on seniority.

Section B: It is intended that vacation time be used during the work year but in the event the employer encounters scheduling difficulties, upon obtaining consent of the employee(s), vacation time may be accumulated up to a total not to exceed double the amount of vacation time the employee is normally entitled to during a one (1) year period for use during the following year.

Section C: Vacation time shall be computed on a pro-rated basis as of each employee's hire date until June 30th for the initial working period. Vacation time following the initial period of hire shall be computed on a fiscal year basis from July 1st to June 30th on the following schedule:

- 1 to 3 years . . . . . 5 days
- 4 to 10 years. . . . . 10 days
- 11 to 15 years . . . . . 15 days
- 16 or more years . . . 20 days

Those employees who work a full calendar year shall be permitted to take up to 5 days of vacation during student attendance days. A request for said vacation must be made in writing to the employee's immediate supervisor at least ten (10) days prior to the intended vacation. Requests will be honored on the basis of seniority and will be evaluated as to the effect such absence will have on the normal operations performed by these employees as they relate to the school district. The employee's request for said vacation will be approved or not approved after receiving written approval or non approval from the immediate supervisor and the

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Superintendent.

Section D: Special Holidays: Employees who work a full calendar year shall have the following days off with pay: Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Good Friday, Memorial Day and July 4<sup>th</sup>. The Board will agree to provide one paid floating holiday day to an employee working a full calendar year who is a member of the bargaining unit. The date this may be used will have to be approved by the immediate supervisor of the bargaining unit employee. Should the day fall on either a Saturday or a Sunday, either the Friday or Monday shall replace that day. Employees who work less than a full calendar year shall have the following days off with pay:

Thanksgiving Day, Memorial Day

Pay shall be for regularly scheduled hours of each employee.

Section E: The board shall provide insurance benefits to bargaining unit members according to the following schedule for 2012/2013 and 2013/2014. An employee who has their hours involuntarily reduced during the school year, thus no longer meeting hourly qualifications, will continue their current insurance benefits at the time of reduction for the remainder of that school year. Eligibility is based on an employee's regular work schedule.

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**INSURANCE**

2012/2013

Employees of 1750 hours per year: > MESSA Choices II - Full Family  
\$500/\$1,000 In Network Deductible (\$1,000/\$2,000 Out of Network) – In Network Deductible reimbursed by the Board as it is used.  
> Office/Urgent Care/ER co-pay \$5/\$10/\$25  
> RX co-pay \$10/\$20  
> \$5000.00 term life insurance in addition to amount included under Choices II  
-OR-  
\$5000.00 per year cash in lieu of health/dental insurance  
Cash in lieu of insurance will be prorated for any months an employee receives health/dental insurance benefits.

2013/2014

Employees of 1750 hours per year: > MESSA Choices II - Full Family  
\$500/\$1,000 In Network Deductible (\$1,000/\$2,000 Out of Network) – In Network Deductible reimbursed by the Board as it is used.  
> Office/Urgent Care/ER co-pay \$10/\$25/\$50  
> RX co-pay \$10/\$20  
> \$5000.00 term life insurance in addition to amount included under Choices II  
-OR-  
\$5000.00 per year cash in lieu of health/dental insurance  
Cash in lieu of insurance will be prorated for any months an employee receives health/dental insurance benefits.

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2012/2013

Employees who have a regular work schedule of four (4) hours or more daily during actual student attendance days, throughout the approved school calendar, but less than 219 days in a fiscal year shall receive MESSA Choices II single subscriber only:

- > MESSA Choices II - Single Subscriber  
\$500/\$1000 In Network Deductible (\$1,000/\$2,000 Out of Network) – In Network Deductible reimbursed by the Board as it is used.
  - > Office/Urgent Care/ER co-pay \$5/\$10/\$25
  - > RX co-pay \$10/\$20
  - > \$5000.00 term life insurance in addition to amount included under Choices II
- OR-
- \$150.00 per month as cash in lieu of health insurance

2013/2014

Employees who have a regular work schedule of four (4) hours or more daily during actual student attendance days, throughout the approved school calendar, but less than 219 days in a fiscal year shall receive MESSA Choices II single subscriber only:

- > MESSA Choices II - Single Subscriber  
\$500/\$1000 In Network Deductible (\$1,000/\$2,000 Out of Network) – In Network Deductible reimbursed by the Board as it is used.
  - > Office/Urgent Care/ER co-pay \$10/\$25/\$50
  - > RX co-pay \$10/\$20
  - > \$5000.00 term life insurance in addition to amount included under Choices II
- OR-
- \$150.00 per month as cash in lieu of health insurance

Should MESSA experience a rate increase greater than 12% from the previous year, the employee shall be responsible for paying one-half of the premium increases above the 12% increase.

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VISION INSURANCE

The Board agrees to pay the premium for VSP-3 vision insurance based on the same eligibility requirements for the health insurance.

DENTAL INSURANCE

For employees with 1750 hours per year the following dental benefits apply:

Dental 50/50/50	Year 1 - 100% of premium
	Year 2 - 100% of premium
	Year 3 - 100% of premium

SET or Delta Dental will be carrier.

Section F - Retirement Benefit: Upon retirement from the Rapid River Public Schools under the Michigan Public Schools Retirement System, employees with a minimum of ten (10) years of continual service with the Rapid River Schools (leaves of absence or involuntary lay-offs would not be considered a break in service) shall be eligible to receive as retirement pay a pro-rated portion of their accumulated sick leave (up to a maximum of 140 days) as of the time of retirement (each unused sick leave day paid at the rate of \$18.00 per day, multiplied by the applicable percentage rate based on the employee's normal work day), as set forth:

Employees working a normal day two (2) hours or less	25%
Employees working a normal day of greater than two (2+) up to four (4) hours	50%
Employees working a normal day of greater than four (4+) up to six (6) hours	75%
Employees working a normal day of greater than six (6+) up to eight (8) hours	100%

Provided, however, that the retiring employees shall be eligible for such retirement pay benefits only upon the express condition that no less than six (6) months prior to the effective date of retirement the employee

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completes, signs and personally hand delivers to the office of the Superintendent (on a form supplied by the Superintendent's office) a written notice of retirement and request for retirement pay benefits. Employees may rescind notice of retirement one (1) time with written notice to be presented to the Superintendent no less than three (3) months prior to the effective date of retirement.

**ARTICLE 17: COMPENSATION**

Section A: The basic compensation shall be set forth in Schedule A. There shall be no deviation from Schedule A compensation rates for the duration of this agreement.

Section B: The following conditions shall apply to overtime work: Time and one-half (1-1/2) shall be paid for all hours worked over forty (40) hours in one week.

Time and one-half (1-1/2) shall be paid for all hours worked on Sundays and Holidays. In the case of specified holidays, this will be in addition to the holiday pay the employee is entitled to for that day.

Compensatory time may be given in lieu of overtime pay only if agreeable to the employer and the employee. Such compensatory time shall be at the rate of time and one-half (1-1/2).

Section C - Drivers: Drivers shall be entitled to one-half (1/2) hour preparation and one-half (1/2) hour clean up time for each regular run. Regular run - the time expended on a regular (daily) basis. The run includes all trips which are executed during a regular working day, and are performed on a regular basis. For all extra trips, they are paid their regular rate for all driving time and one-half (1/2) their regular rate for all "down" time which occurs during a trip in addition to one-half (1/2) hour time per extra trip 15 minutes for preparation and 15 minutes for clean-up. "Down" time will be reported in actual time (clock hours) to the Michigan Public Schools Retirement System.

For extra time put in by employees such as double-up time or breakdown time, employees will be paid



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their regular rate. Breakdown time and double-up time shall be reported to the employer within 48 hours of occurrence.

The Board shall pay employees a forty (\$40) dollar per year plug-in cost for those employees designated by the Board to take buses home.

Section D - Longevity: Longevity shall be computed on an annual basis from the employee's anniversary date (date of employment in the district) and shall be paid on the following scale. No deduction of time in relation to longevity shall occur for any time the employee is on a paid leave of absence, or for any absence due to the employee's illness or use of sick days, or any time away from the job due to injury compensable under the Michigan Workman's Compensation Act.

Longevity: (Pay increases to be accumulative)

<u>Years of Service</u>	<u>Cents/hour Increase</u>
3 Years	2 cents/hour
6 Years	5 cents/hour
11 Years	10 cents/hour
16 Years	15 cents/hour
21 Years	18 cents/hour
26 Years	18 cents/hour

Section F-Pay Periods - Pay periods will end the Friday prior to the Friday on which checks are issued. The one (1) week delay will allow for an accurate accounting of hours worked during the specific pay period.

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Schedule A - Hourly Base Pay Wage Rate

The basic hourly rates and/or salaries for bargaining unit members shall be as set forth below for each of the classifications of employees in the unit.

<u>Classification</u>	<u>Base Pay 2012/2013</u>	<u>Base Pay 2013/2014</u>
Drivers	\$15.36	\$15.51
Head Cook	\$13.81	\$13.96
Cook	\$12.81	\$12.96
Aides (Food Service)	\$12.46	\$12.61
Noon Duty (flat rate to include one hour noon)	\$14.07	\$14.22
Custodial/Maintenance	\$14.52	\$14.67
Transportation/Maintenance	\$15.36	\$15.51
High School Secretary	\$14.51	\$14.66
Aides (General)	\$13.34	\$13.49
Office Clerk	\$12.98	\$13.13
Instructional Aide	\$13.34	\$13.49
Lead Title I Aide	\$14.77	\$14.92
Business Office Clerk	\$12.98	\$13.13