

MASTER AGREEMENT

BETWEEN

RAVENNA PUBLIC SCHOOLS

AND

**RAVENNA EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA-NEA**

July 1, 2015 – June 30, 2017

TABLE OF CONTENTS

Preamble	2
Article 1 – Recognition	3
Article 2 – Voluntary Association Membership	5
Article 3 – District Rights	6
Article 4 – Employee/Association Rights	8
Article 5 – Protection of Employees	10
Article 6 – Employment Hours	12
Article 7 – Vacancies, Promotions and Transfers	13
Article 8 – Seniority, Layoff, Recall	15
Article 9 – Evaluation	18
Article 10 – Disciplinary Procedures	19
Article 11 – Grievance Procedure	20
Article 12 – Leaves of Absence	23
Article 13 – Compensation	27
Article 14 – Fringe Benefits	28
Article 15 – Holidays	29
Article 16 – Vacation	29
Article 17 – Termination Pay	31
Article 18 – Custodial/Maintenance	32
Article 19 – Paraprofessionals	34
Article 20 – Negotiation Procedures	36
Article 21 – No Strike Clause	37
Article 22 – Duration of Agreement	38
Appendix A-2015-2017 Salary Schedules	39

PREAMBLE

This Agreement is entered into this 1st day of July, 2015, by and between the Ravenna Public Schools, Ravenna, Michigan, hereinafter called the "District" and the Ravenna Educational Support Personnel Association, MEA-NEA, hereinafter called the "Association."

ARTICLE 1

RECOGNITION

- A. Pursuant to MERC Cases No. R87 A-24 and No. R90 C-102, and in accordance with all applicable provisions of Act 379 of 1965 as amended, the District does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for all employees of the District included in the bargaining unit defined below:
1. All full-time and regularly scheduled part-time custodial/maintenance personnel, excluding the maintenance/AHERA supervisor, up to one full-time painter and a part-time painter, and three (3) part-time seasonal mowers/groundskeepers.
 2. All full-time and regularly scheduled part-time paraprofessionals (e.g. educational aides, library clerks, preschool employees).
- B. The term “employee” when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as defined above, and reference to one gender employee shall include employees of the other gender. The term “District” when used hereinafter in the Agreement shall refer to the Ravenna Public Schools, its Board of Education and, where appropriate, its executive and administrative employees and agents.
- C. Employees shall be defined as:
- Full-time Calendar Year = 40 hours per week, 52 weeks per year
 - Full-time School Year = 30 hours per week, 42 weeks per year
 - Part-time = Less than 30 hours per week
- D. The District agrees not to negotiate with or enter into an agreement with any employee organization other than the Association for the duration of the Association’s status as the exclusive representative as defined above. Included employees shall be represented by their selected bargaining team.
- E. It is understood that members of the bargaining unit have the responsibility for performing duties associated with their positions. These duties shall only be assigned to persons who are or shall become members of the bargaining unit. In the event an employee is unable to perform his/her regular duties, the employer may fill the position on a temporary basis.

Non-bargaining unit employees shall not be permitted to perform bargaining unit work, except in an expediency arising out of an unforeseen circumstance that calls

for immediate action or in the instruction or training of employees demonstrating the proper method to accomplish a task assigned.

- F. Any employee who works as a temporary for a period of sixty (60) or more consecutive work days within the same classification in a given school year shall, on the sixty-first (61st) consecutive work day, be considered a member of the bargaining unit and shall be compensated on the appropriate step on the salary schedule and afforded all other bargaining unit benefits.

ARTICLE 2

VOLUNTARY ASSOCIATION MEMBERSHIP

- A. In accordance with the terms of this Article, each employee, within thirty (30) days of employment may voluntarily join the Association or pay a Service Fee to the Association.
- B. Association Members – Employees joining the Association shall pay dues to the Association in accordance with procedures provided by RESPA/MEA to process dues collection.
- C. In the event that, a competent appellate court of appropriate jurisdiction (to which there is no timely appeal filed) or the Michigan Supreme Court declares all or parts of such Public Act 349 of 2012 and Public Act 53 of 2012 are repealed or modified, then those provisions removed from the collective bargaining agreement shall immediately be re-inserted into the contract where they previously existed and deemed to be in full force and effect.

ARTICLE 3

DISTRICT RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the District of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.

- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights that ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised exclusively by the District. The Association agrees to adhere to the District's decision in these matters, except as abridged in the Agreement. A complete copy of the current codified district of Education Policies will be provided the president of the Association for its files. Such District rights shall include by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, equipment and operations;
 - 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling;
 - 3. Direct the working forces, including the right to hire, promote, evaluate, discipline, transfer, and determine the size of the work force;
 - 4. Determine the services, supplies, and equipment necessary to continue its operation;
 - 5. Adopt reasonable rules and regulations;
 - 6. Determine job-related qualifications of employees;
 - 7. Determine overall goals and objectives, as well as the policies affecting the educational programs;
 - 8. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities;
 - 9. Determine the size of the management organization, its functions, authority, amount of supervision, and the Table of Organization;
 - 10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

- C. Notwithstanding any provision of this Agreement, the District shall have the right to take whatever steps may be necessary in order to comply with the Americans with Disabilities Act (ADA).

ARTICLE 4

EMPLOYEE/ASSOCIATION RIGHTS

- A. The District agrees to the employee's rights with respect to hours, wages, terms and conditions of employment conferred by laws of Michigan or the Constitutions of Michigan and the United States. The District will not discriminate against any employee by reason of:
 - 1. Membership in the Association;
 - 2. Participation in activities of the Association, including collective negotiations with the District;
 - 3. Institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment;
- B. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or applicable Civil Service Laws and Regulations. The rights and resultant responsibilities granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The parties recognize that the availability of good school facilities for both students and employees are desirable to insure a high quality of education.
 - 1. Telephone facilities shall be made available to employees for their use.
 - 2. Vending machines may be installed in employee rooms at the request of the Association. The profits will be used as designated by the employees using the facility.
 - 3. Sufficient parking space shall be made available to employees for their use. Snow will be removed to provide access to parking, sidewalks, and gas pumps.
 - 4. First aid supplies shall be available at each work site.
- D. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, marital status, age, physical characteristics, disability, and membership in or association with the activities of the Association.
- E. The employees shall have the right to wear insignias, pins, or other identification of membership in the Association either on or off school premises.

- F. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials.
- G. The Association shall have the right to the use of school facilities and equipment in order to conduct Association business, providing such business is conducted outside of work hours or the Association is granted permission to rearrange the work schedule so no work time is lost.
- H. Representatives of the Association shall be permitted to transact official Association business on school properties, provided that such activity does not interfere with normal school operations.
- I. The District agrees to furnish to the Association president, in response to a request from time to time, all available public information concerning the financial resources of the District, tentative budgetary requirement and allocations, and other such information as will assist the Association in developing intelligent, accurate, and informed proposals for the purpose of negotiations. The District also agrees to furnish information that may be necessary for the Association to process any grievance or complaint.
- J. The Association, at its discretion, may use up to five (5) paid days per school year for Association business. Substitute(s) shall be hired, without cost to the Association, for position(s) for which substitute(s) are regularly called.

ARTICLE 5

PROTECTION OF EMPLOYEES

- A. The District recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline. Employees complying with the District rules and regulations who are acting in the line of duty with respect to maintenance of control and discipline shall be given support and assistance by the District. The District shall supply each employee with a copy of any handbooks, rules and/or regulations pertinent to the position at the time of employment and employees shall be aware of the contents of same.
- B. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The District will provide legal counsel to advise the administration and the employee of their rights and obligations in connection with handling of the incident by law enforcement and judicial authorities provided, however, that in the event an employee is finally adjudged guilty of a crime in connection therewith by a court of competent jurisdiction, the District shall be reimbursed by the employee for any out-of-pocket expense it has incurred on behalf of the employee in said case.
- C. If any employee is sued by reason of disciplinary action taken by the employee against a student, the District will provide legal counsel and render assistance to the employee in his/her defense provided, however, that in the event an employee is finally adjudged guilty of a crime in connection therewith by a court of competent jurisdiction, the District shall be reimbursed by the employee for any out-of-pocket expense it has incurred on behalf of the employee in said case.
- D. Any complaints, including those that will be included in the employee's personnel file, directed toward an employee shall be promptly called to the employee's attention. The complainant shall be identified to the employee or the complaint shall be dismissed.
- E. An employee shall be provided with the time off with pay and not charged against the employee in the event the employee needs time off to meet with legal counsel, law enforcement and judicial authorities, or to attend court proceedings in connection with incidents covered by Sections B and C of this Article. However, if the employee is found guilty or at fault in a court or tribunal of competent jurisdiction, the employee shall be charged for the time off. An employee may use vacation or personal days against the charged time off, but not sick days.
- F. Employees shall be expected to exercise care with respect to the safety of pupils and property, but shall not be individually liable for any damage or loss to person or property except in the case of gross negligence or an intentional tort, as provided by the Tort Reform Act of 1986.

G. Workers' Compensation

1. Any employee who is absent and compensated under the Michigan Workers' Compensation Act (because of an injury or illness suffered as a result of an intervention in a dispute between students or as a result of an assault upon the employee by a student, parent or guardian) shall receive the difference between the benefits received under the Workers' Compensation Act and his/her regular salary for the duration of the injury or illness:
 - a. First, from the Board for a period not to exceed twelve (12) months.
 - b. At the conclusion of the Board's obligation to fill the difference in salary, then the employee may elect to fill the difference in salary by using a pro-rata deduction from his/her accumulated sick leave.

(Example: 10 days of accumulated sick leave used at a rate 1/5 day for salary fill = 50 pro-rata days of salary fill deducted from employee's accumulated sick leave at the rate of 1/5 day sick leave for every day of fill.)

2. Any employee who is absent and compensated under the Michigan Workers' Compensation Act because of injury or illness (not the result of an intervention or assault as defined in Article 5, G.1. above) may elect to receive the difference between the benefits received under the Workers' Compensation Act and his/her regular salary for the duration of the injury or illness for a period not to exceed pro-rata use of accumulated sick leave. If the employee so elects, a pro-rata portion of leave shall be deducted from his/her accumulated sick leave.

(Example: 10 days of accumulated sick leave used at a rate of 1/5 day for salary fill = 50 pro-rata days of salary fill deducted from employee's accumulated sick leave.)

- H. Since the health and safety of all students is of primary concern to all employees, the administration will notify employees on a need-to-know basis of special circumstances concerning individual students. It is understood there may be situations that are of a confidential nature that may not be communicated, and the decision concerning an employee's need to know rests completely with the administration.

ARTICLE 6

EMPLOYMENT HOURS

- A. The District recognizes the principles set forth in the Fair Labor Standards Act as amended.
- B. Overtime will be recognized as any hours over forty (40) paid hours per week (Sunday through Saturday). Overtime will be compensated at a rate of one and one-half (1½) time.

If an employee has forty (40) hours in less than his/her regularly scheduled workweek, he/she must be allowed to work the remainder of his/her regularly scheduled workweek and be compensated for the overtime.

- C. Work performed on holidays or Sundays shall be compensated at one and one-half (1½) times the regular rate of pay no matter how many hours have been worked that week. The exception is that Graduation Day (Sunday) work performed by custodial/maintenance employees shall be compensated at two (2) times their regular rate of pay.
- D. The District shall determine the work hours of its employees, which shall include reporting and departure times including break and meal times.
- E. Employees who work eight (8) or more hours per day will have two (2) fifteen (15) minute duty-free breaks per day. Employees who work six (6) but less than eight (8) hours per day will have one (1) fifteen (15) minute duty-free break per day.
- F. Employees shall have a one-half (½) hour duty-free unpaid meal break during which time they may leave the work site.
- G. Four (4) day workweeks and/or flextime agreements may be developed upon mutual agreement of the District and the Association. Overtime will only be paid for over forty (40) hours per week (Sunday through Saturday) and for holidays and Sundays.

ARTICLE 7

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any vacancy (other than a temporary vacancy) or new position in the bargaining unit shall occur, the District or its agent shall publicize the same by posting written notice of such vacancy in every school building and work site within the District. These notices shall be distributed to Association representatives at the same time as the notice is posted and/or as mailings are made to advertising agencies and/or placement offices. Any employee may apply for such vacancy.

Posting shall include:

1. Date and time of posting of notice
 2. Name of position
 3. Description of work involved
 4. Location of work
 5. Starting date
 6. Rate of pay
 7. Hours to be worked
 8. Date and time of closing of posting
 9. Qualifications and/or necessary certifications
- B. Vacancies that occur in the summer shall be posted and sent to every employee at his/her current address. If an employee has a summer address, he/she shall report that address to the District by the end of the school year. The posting period for summer vacancies shall begin at date of postmark.

Posting of vacancies that occur during the school year shall also be sent to any laid-off employees.

- C. Said notice shall allow for a posting period of five (5) workdays before the position is filled.
- D. The District declares its support of a policy of promotion from within its own staff, including promotion to supervisory and executive levels, providing the employee has the necessary qualification. In filling a vacancy, consideration will be given to all applicants. Seniority in the classification shall be the determining factor if two or more employees are qualified. If the District determines there are no qualified bargaining unit members based on the posted qualification, it may hire an outside candidate.
- E. Since the frequent transfers of employees from one work site to another is disruptive to the educational process and interferes with optimum employee performance, the parties agree that the unrequested transfers of employees are to be minimized and will be done only when necessary.

- F. Temporary vacancies shall be defined as a position that is vacant due to a short-term need of the District for extra help or replacement help in a specific classification. Temporary vacancies shall be limited in duration to not more than sixty (60) consecutive workdays. After sixty (60) workdays, the vacancy shall be posted as a permanent position under Article 7, A. through C. above.

When filling temporary vacancies, the District shall give first consideration to members of the bargaining unit. If the District decides to hire from within the bargaining unit, seniority shall prevail. In no way will this section necessitate that the District assign an employee a temporary vacancy which conflicts with his/her regular assignment work hours.

- G. Substituting for afternoon shift custodians (i.e., 3:00 – 11:30 p.m.) shall be filled in the following order: First, all interested bargaining unit members whose regular work hours do not conflict with the custodial shift shall be called in seniority order. Second, if not all substituting needs are filled, then the District may next fill the position(s) from any source. Third, if other sources do not fill all the substituting needs, the third source shall be interested bargaining unit members whose regular work hours do conflict with the afternoon shift. Bargaining unit members called in the first or third round shall not be used for more than forty (40) hours per week, including regular hours worked.

“Interested” shall be defined as a bargaining unit member who registers an interest by written notification to the Superintendent.

- H. Job descriptions will be developed for each bargaining unit position within each classification. Such job descriptions shall be developed by the Employer with input from the bargaining unit members, and will include at a minimum:
- a. Job title and description
 - b. Minimum requirements
 - c. A specific statement of required tasks and responsibilities

Upon completion, the appropriate job description shall be distributed to each current bargaining unit member and will be given to each new bargaining unit member hired by the Employer thereafter.

ARTICLE 8

SENIORITY, LAYOFF, RECALL

- A. Seniority shall mean the length of uninterrupted service with the District since the employee's last date of hire or transfer into the bargaining unit and shall be indicated by the day, month, and year corresponding to the first day the employee worked as an employee within the bargaining unit. If two (2) or more employees have the same seniority date, they shall be ranked in order by the last four (4) digits of their Social Security number, with the highest four digits having the highest seniority.
- B. Seniority shall be listed by classification, as follows:
1. Custodial/Maintenance
 2. Instructional Paraprofessionals
 3. Non-instructional Paraprofessionals
 4. Preschool
- C. An employee shall lose his/her seniority for the following reasons:
1. If he/she quits;
 2. If he/she is discharged for cause;
 3. If he/she does not return to work when recalled from layoff;
 4. If he/she retires;
 5. If he/she fails to report to work at the expiration of a leave of absence.
- D. An employee who is laid off shall retain all seniority earned while in the bargaining unit for the period of layoff. A laid-off employee shall be removed from the recall list after thirty-six (36) months of layoff.
- E. For contractually authorized unpaid leaves of absence, seniority and salary position shall be "frozen" at the time of leave.
- F. In the event an employee transfers to a position outside of the unit classification but within the District, his/her seniority in the bargaining unit classification shall be frozen. If the employee should return to the unit at a later date, his/her seniority shall resume from the point at which it was frozen.
- G. New employees shall be considered as probationary employees for sixty (60) workdays. Any employee who has, prior to this hire, worked in a bargaining unit position for thirty (30) or more consecutive days shall serve a thirty (30) workday probationary period. Employees who have not completed their probationary period may be disciplined, laid off, terminated, or discharged at the Employer's discretion without recourse to the Grievance Procedure.

- H. Bargaining unit members who change classifications within the unit shall be subject to a thirty (30) workday trial period. If, at the conclusion of the trial period, the bargaining unit member wants to return to his/her former position, he/she may do so. Also, if the bargaining unit member has not been successful, the District shall return him/her to his/her former position.
- I. Layoff shall mean a reduction in the work force.
- J. Layoff and recall shall occur as follows:
 - 1. Employees whose positions have been eliminated due to a reduction in work force shall have the right to exercise their seniority to bump the least senior employee within their classification with the same number of hours. If no one in the classification has the same number of hours, they may bump the least senior employee with a lesser number of hours that would allow the employee to maximize the number of hours available to them. A bump meeting date shall be set prior to the end of each school year. The Association president shall be notified by June 1. If an affected member cannot be present at the meeting, he/she may designate, in writing, another member to act as his/her proxy. In the event that the member is neither present nor has designated a proxy, he/she shall be assigned to a position for which his/her seniority will allow.
 - 2. When the work force is increased after a layoff, employees will be recalled in the order of most seniority in the classification.
 - 3. With the exception of temporary employees, no new hires within a classification shall be made while employees within this classification are eligible for recall.
- K. Notice of recall shall be sent to the employees at their last known address by registered or certified mail. A recalled employee shall give written notice of his/her intent to return to work within seven (7) calendar days of the date of mailing. If the employee fails to do so or if the employee fails to report to work within ten (10) days from the date of receipt of notice of recall, this shall constitute the employee's resignation from employment and automatic termination of his/her employment relationship with the District. Employees who decline recall to a position with fewer hours than held when laid off from the district, shall not be considered to have resigned and shall retain all recall rights.
- L. The District will give affected employees at least thirty (30) days' notification of layoff.
- M. Employees on layoff will be called for substitute work in their classification prior to calling substitutes. Employees collecting unemployment benefits from the Ravenna Public Schools who decline to work on two (2) occasions within a two (2) week period will not be called in the future. A laid-off employee who works in a substitute position will be paid at the substitute rate if substituting in a different

classification or at his/her regular rate of pay if substituting in his/her regular classification.

ARTICLE 9

EVALUATION

- A. All monitoring or observation of the work performance of an employee shall be conducted openly by the Administration. Evaluation of the employee will be done by the employee's supervisor.
- B. All formal evaluation shall be in writing. The District will establish a standardized evaluation form for each classification. The form shall be transmitted to the employee within ten (10) workdays of the observation.
- C. The employee shall be given an opportunity to meet with the Superintendent and the employee's supervisor to discuss the evaluation.
- D. In no event shall the evaluation procedure be used as a disciplinary measure; however, the contents of an evaluation may be raised during a disciplinary hearing.
- E. An alleged violation of the evaluation procedure shall be grievable. The contents of the evaluation shall not be subject to the grievance procedure.
- F. An employee shall have the right, upon request, to review the contents of his/her personnel file. An Association representative may accompany an employee. If an employee is incapable of attending, he/she may give written authorization to another person to review his/her file, and the authorized representative shall be granted access in accordance with applicable statutory provisions for such procedure.
- G. Nothing shall be placed in any employee's personnel file without his/her knowledge.
- H. An employee shall have the right to attach a response to anything in his/her personnel file.
- I. Letters of reprimand or complaint shall be removed from the file if negotiated between the District and the Association and if allowed under applicable provisions of the Michigan School Code or state and federal law.
- J. Evaluations shall be done at least every two (2) years.

ARTICLE 10

DISCIPLINARY PROCEDURES

- A. The District and the Association recognize a mutual responsibility for promoting professional conduct and encouraging quality in the education process that reflects favorably upon the Association and the Ravenna Public Schools.
- B. An employee shall, at all time, be entitled to have present a representative of the Association during any investigatory procedure and when he/she is being reprimanded or disciplined. The Administration shall determine that an Association representative has been secured, if desired by the employee, before immediate action is taken to reprimand or discipline an employee. The employee shall then be allowed three (3) work days to secure an Association representative of his/her choice to review the action of the District. The Administration will advise the employee of his/her right to contact the Association and will provide him/her with a phone in a private place to call.
- C. No employee shall be disciplined, reprimanded, demoted, or deprived of any advantage without just cause.
- D. Employees shall be reprimanded in private, except as noted in Section B above.
- E. No employee shall be discharged or suspended without at least one (1) written warning pertaining to the current alleged misconduct in a twelve (12) month period. In the event of serious misconduct (including but not limited to insubordination, theft, criminal misconduct), the District may impose discipline up to and including dismissal, as is just and reasonable under the circumstances without prior warning.

ARTICLE 11

GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" is a claim, based upon an employee's belief, that there has been a violation or misapplication of any provision in this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the grievance procedure.
2. The "grievance procedure" shall not apply to any matter which is prescribed by law, or state regulations, or over which the District is without power to act. No District prerogative outside the scope of this Agreement shall be made the subject of a grievance.
3. The "grievant" is the person, persons, or Association making the claim.
4. The term "days" shall mean work days.
5. A grievance shall be filed on a form that is acceptable to the Association and the District.

B. PROCEDURE

1. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.
2. Recognizing that there are other potential areas of disagreement that would be non-contractual matters, a communications medium for resolving these problems in the interim between contract negotiations is established.

C. STEP ONE

1. An employee with an alleged grievance shall first discuss it with the employee's immediate supervisor within five (5) days from the time the employee knew, or should reasonably have known, of the incident over which the employee is aggrieved.
2. At the employee's option, Association representation may be present at this discussion in an attempt to resolve the problem.
3. Within five (5) days after the informal discussion, the supervisor shall issue his/her response to the grievant.

D. STEP TWO

1. If the grievance is not resolved, the matter shall be reduced to writing and submitted to the same supervisor. The written grievance must be given to the supervisor within five (5) days of the time of the supervisor's response.
2. Within five (5) days after the presentation of the written grievance, the supervisor shall give a written response to the grievant.

E. STEP THREE

1. If the grievance is not resolved, the grievance may be forwarded to the Superintendent within five (5) days of receipt of the supervisor's decision.
2. Within five (5) days of the receipt of said grievance, the Superintendent shall schedule a meeting with the aggrieved employee and a representative of the Association in an attempt to resolve the grievance.
3. Within five (5) days after the meeting, a written response shall be given by the Superintendent.

F. STEP FOUR

1. If the grievance is not resolved, the Association may refer it in writing to the Board of Education within five (5) days of receipt of the Superintendent's decision.
2. A committee of the Board will hold a hearing within thirty (30) days.
3. The Association shall have an opportunity to present its views at this level. Within ten (10) days of the hearing, the Board shall render a decision on the grievance and present it in writing to the aggrieved, the supervisor, and the Superintendent.

G. STEP FIVE

1. If the Association is not satisfied with the decision of the Board, the grievance may be submitted to arbitration before an impartial arbitrator.
2. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules that will likewise govern the arbitration proceedings.
3. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement and shall have no authority to hear or rule upon any of the following:
 - a. Any matter involving the District's discretion in the expenditure of funds for capital outlay.

- b. The fixing or establishment of any salary schedule.
4. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
5. The fees and expenses of the arbitration shall be shared equally between the parties.

H. OTHER PROVISIONS

1. Failure by the grievant or Association to appeal the grievance at any level to the next level within the specified time limits shall constitute a waiver of the right to process the grievance further.
2. Failure by the District or Association to respond within the time limits shall cause the grievance to be deemed granted (in the case of the Board) or dropped (in the case of the Association).
3. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost.

ARTICLE 12

LEAVES OF ABSENCE

A. SICK LEAVE

1. One (1) day sick leave per month of employment cumulative to one hundred seventy-five (175) days shall be granted employees. Part-time employee's sick leave shall be proportionate to the fractional time worked.
2. Sick leave may be used for personal illness and illness or death in the employee's family. "Family" shall be construed to mean father, mother, wife, husband, sister, brother, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and all "step" or "foster" versions of the relatives listed above.
 - a. Employees shall be able to use up to five (5) days paid sick leave per year for absence incurred because of family illness.
 - b. If the employee has used all family illness days, the Superintendent shall approve the use of an unpaid leave (for up to one year) to care for a spouse, IRS dependent, parent and/or unmarried children.
 - c. There shall be a five (5) day limit per occurrence for death in the family as defined above. Additionally, the use of one (1) day per occurrence for death of a niece, nephew, first cousin, aunt or uncle shall be granted.
 - d. Subject to extenuating circumstances, the above-mentioned time limits may be extended with administrative permission.
3. If an employee wishes to attend the funeral of any person other than a family member as defined in section 2 above, an unpaid leave day shall be granted upon request to the Superintendent up to two (2) occurrences per year. If an employee has used the two (2) single days, all further requests for that year may be granted or denied by the Superintendent.
4. If an employee is absent the first day of work in any school year, the District shall pay sick leave benefits up to the number of days accumulated and unused from previous school years. The District may require medical verification of absence if the employee is absent for more than three (3) days without reporting to work to fulfill the one (1) day at-work requirement.

B. EXTENDED LEAVE

1. Any employee whose personal illness extends beyond the period compensated under A.2 above shall be granted a leave of absence without pay for such time as is necessary to recover from the illness as certified by a statement from a physician of the employee's choice.

If the District has a question about the employee's doctor's statement, the District may require a statement from a doctor selected and paid for by the District. If the doctors' statements dispute each other, the parties shall select a mutually acceptable third doctor whose fee shall be paid by the District.

2. Upon return from such leave, an employee shall be assigned to the same position or, should his/her position not be available, to an equivalent position provided the employee's seniority allows him/her a right to such position. Should no equivalent position be available, the employee shall be placed on layoff and all provisions of layoff and recall shall apply.
3. Employees who have exhausted their accumulated sick leave shall retain all of their seniority and other benefits as provided by law.

C. COURT/EDUCATIONAL LEAVE

Leaves of absence with pay not chargeable against the employee's allowance shall be granted for the following reasons:

1. When an employee is called for jury duty, he/she shall receive the difference between jury pay and his/her regular salary. A driver missing a scheduled trip will be placed at the top of the list for the next unfilled available trip.
2. When an employee is called as a witness in any case connected with the employee's employment or the District or called as a witness subject to court-ordered subpoena.
3. When an employee is attending an approved education conference, convention, association meeting, or school visitation.
4. When an employee uses time necessary to take the Selective Service physical examination.

D. UNPAID LEAVES

1. Leaves of absence without pay may be granted upon application for study, research, or special assignment involving advantage to the District.
2. Unpaid leaves of absence may be granted for a period of up to one (1) school year with the mutual consent of the employee and the Superintendent.

3. An employee wishing to take an unpaid parental leave of absence shall be granted such leave for one (1) year, and the leave may be renewed at the Superintendent's discretion for an additional year.
4. An employee wishing to return from an unpaid leave of absence shall give a thirty (30) day written notice to the District prior to the date on which he/she plans to return to work.

E. PERSONAL BUSINESS LEAVE

1. Each employee will be granted two (2) days of personal business leave each year, provided that these days cannot be used on the day before or the day after a holiday, holiday-connected weekend, or vacation period.
2. The employee shall sign a form thereby requesting of the District to use a personal day. The form will have categories (to be checked by the employee) as per the following:
 - Family Emergency / Legal
 - College / University Counseling
 - Other Personal Business

No explanation of the category checked will be required.

3. Such leave shall not be used for seeking other employment, rendering services, working for remuneration for him/herself or anyone else, hunting, or extending a vacation.
4. The employee must give at least forty-eight (48) hours notice in advance of the day he/she will be absent, except in emergencies. Employees are encouraged to give as much notice as possible in both non-emergency and emergency cases.
5. The number of employees who can use their personal business day on the same date shall be determined by the Superintendent.
6. All requests for personal leave will first be reviewed by the supervisor and forwarded to the Superintendent or his/her designee. If the employee has not been notified of leave denial by twenty-four (24) hours prior to the leave requested, the leave shall be deemed granted.
7. Personal business days will be used and deducted on a prorated basis to the nearest quarter ($\frac{1}{4}$) hour.
8. Unused personal business days will be added to accumulated sick leave days.

F. OTHER LEAVE PROVISIONS

1. Absences not covered by the sick leave, emergency leave, court/educational leave or personal leave policies will result in a deduction in pay computed on a per diem basis.
2. All accumulated leave time shall terminate upon severance of employment. However, if alleged contract or discipline violations that prompted severance prove to be unwarranted, all accumulated leave due said employee shall be reinstated.
3. The District agrees at all times to maintain a list of substitutes. Employees shall be informed of a telephone number they may call at least one (1) hour prior to the start of their work day to report unavailability. It shall be the responsibility of the District to attempt to arrange for a substitute or make other provisions before school convenes.
4. If an emergency and/or Act of God necessitates the closing of the Ravenna Public Schools, aides will be paid their regular wages and will not have to report to their jobs. Every effort will be made to notify employees by 6:15 a.m. If the school closing day has to be made up by law, the employees scheduled to work shall work their regular hours and not be compensated.

Custodial/maintenance employees shall have the option of reporting to work or using a vacation or personal day or taking an unpaid day. An unpaid day can be taken only if vacation or personal days have been exhausted. Custodial/maintenance employees who choose to report to work shall do so at their regularly scheduled time unless contacted by their immediate supervisor to report at an earlier time. Upon reporting, a custodial/maintenance employee shall then work his/her regular number of hours. Custodial/maintenance employees who work on school closing days shall not be required to do snow removal. If the weather is severe enough that all other employees of the District who are required to report on school closing days are notified to not report, then custodial/ maintenance employees shall be notified to not report and will receive their regular pay.

5. If an emergency and/or Act of God necessitates a delay in the start of any school day, employees will be paid their regular wages and will be expected to report to their jobs on time, unless otherwise directed by their supervisor. If they are directed to stay home, they will be paid regular wages providing the day is not required to be made up by law.
6. Leaves of absence for emergency which necessitate an employee's absence may be granted with loss of pay upon approval of the Superintendent.

ARTICLE 13

COMPENSATION

- A. The wages covered by this Agreement are set forth in this Article. Such wage schedules shall remain in effect during the term of this Agreement.
- B. The following personnel engaged during the work day in the following named activities shall be released from regular duties without loss of salary:
 - 1. One custodial/maintenance member for negotiation preparations
 - 2. RESP team for negotiations
 - 3. RESP president and two (2) witnesses from the bargaining unit for arbitration. Additional witnesses shall be released at Association expense.
- C. Employees shall be moved from one wage step to the next wage step on the employee's anniversary of date of hire. Negotiated wage increases will be effective on the regular contract date.
- D. Employees moving from one classification to another classification shall be placed on the wage step closest to (but no lower than) their present hourly wage. If there is no wage step equal to or greater than the previous wage step, the employee shall be placed on the highest wage step.
- E. Longevity shall be paid at the following rate for all employees:
 - 1. An additional seventeen cents (17¢) per hour of regular work after fifteen (15) years of service and through nineteen (19) years of service, and
 - 2. An additional twenty-seven cents (27¢) per hour of regular work for years twenty (20) through retirement.
- F. Salary schedules are incorporated herein as Appendix A.
- G. Employees who use their personal vehicle for school district business shall be paid at the established IRS rate for each mile driven. The rate will be adjusted by the District effective July 1 of each school year and shall remain in place for the entire school year regardless of when an IRS change is made.

ARTICLE 14

FRINGE BENEFITS

- A. School year employees regularly working 30 hours or more per week and full year employees regularly working 20 hours or ore per week, the District will pay up to \$5500 toward the purchase of medical, dental, vision, and life insurance mutually agreed upon between the Association and the District. If the total \$5500 is not spent on insurance, the remaining amount will be given to the employee as a cash option on a monthly basis or in a lump sum at the employee's request.
- B. School year employees regularly working less than 30 hours per week and full year employees regularly working less than 20 hours per week, the District will pay up to \$1500 toward the purchase of dental, vision, and life insurance mutually agreed upon between the Association and the District. If the total \$1500 is not spent on insurance, the remaining amount will be given to the employee as a cash option on a monthly basis or in a lump sum at the employee's request.
- C. All insurance coverage shall be for a full twelve-month period. In the event an employee is terminated, resigns, dies, is laid off, or takes an unpaid leave of absence during the school year, the District shall continue uninterrupted all insurance coverage listed above until the employee has received the full pro rata portion of the twelve (12) month insurance year earned at the time of termination, resignation, death, layoff, or leave of absence. Said benefits to be continued according to the above premium payment provisions.

ARTICLE 15

HOLIDAYS

- A. Full-year employees shall receive seven (7) paid holidays July 4, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Day and Memorial Day.
- B. School-year employees shall receive five (5) paid holidays Thanksgiving Day, Christmas Eve, Christmas Day, New Years Day and Memorial Day.
- C. Preschool employees shall receive four (4) paid holidays Thanksgiving Day, Christmas Eve, Christmas Day and New Years Day.

*There will be no work scheduled on the days that have been eliminated.

ARTICLE 16

VACATION

- A. Full-year employees shall be granted the following paid vacation:

After completing 6 months	=	5 days per year
After completing 2 years	=	10 days per year
After completing 9 years	=	15 days per year
After completing 15 years	=	20 days per year

This service is based on service earned by July 1 of each year.

- B. District reserves the right to designate up to ten (10) days of above vacation for the employee so that the days are taken when the District has no students or activities scheduled.
- C. If a full-year employee does not complete the entire contract year (July 1–June 30), that employee's vacation shall be prorated and an adjustment made prior to that employee either leaving the District or transferring to a non-full-year classification.

ARTICLE 17

TERMINATION PAY

- A. An employee with fifteen (15) years or more in Ravenna Public Schools will receive, upon retirement, six percent (6%) of his/her step on the salary schedule. Such retirement must be in accordance with the requirements set forth by the Michigan Public School Employees Retirement System.
- B. Employees who have at least twenty-five (25) days of accrued sick leave at retirement shall be eligible for payout of up to a total of fifty (50) days of unused sick leave as follows:

Full-time (30 or more hours per week): \$30.00 per day

Part-time (less than 30 hours per week): \$15.00 per day

ARTICLE 18

CUSTODIAL / MAINTENANCE

- A. Two Hundred Twenty-Five Dollars (\$225.00) will be provided in even numbered years to custodial/maintenance employees toward the cost of uniforms.
- B. Custodians and maintenance employees shall not be required to supply tools and/or equipment.
- C. The District will establish an emergency contact person system so that afternoon shift employees will have an administrator available for contact in emergency situations. Emergency calls shall be made to the maintenance supervisor, building principal or superintendent. If none of the above listed people are available, the employee shall use his/her best judgment. No employee shall be required to work alone in a building, but may do so if employee elects to.
- D. The District shall provide custodial/maintenance employees with One Hundred Dollars (\$100.00) every three (3) years toward one (1) jacket or windsuit.
- E. The District agrees to arrange for a local emergency phone number for contact from the time the building's office closes until the end of the custodial/maintenance shift. The District shall provide properly functioning radios or other communication devices for such emergency contacts.
- F. Custodial/maintenance I work is limited to indoor work except for washing windows, sweeping sidewalks, door entry areas, cleaning the athletic field toilets and press box. Custodial/maintenance II work includes, but may not be limited to, daytime custodial duties, electrical, plumbing, carpentry and mechanical equipment maintenance, snow removal, and grounds work as needed. Most grounds work will be the responsibility of non-unit personnel.
- G. Custodial/maintenance employees will assist, once a year, in preparing a list of substitute duties.
- H. Saturday and Sunday events shall be appropriately staffed based on the size of the event. Overtime work shall first be offered by seniority to the custodial/maintenance I classification on a rotating basis in building of event. Said overtime shall be offered to the highest seniority employee in that building that was not offered the prior overtime opportunity. If all custodial/maintenance I in that building decline said overtime, it will be offered by seniority to the remaining custodial/maintenance I staff. If said overtime work is declined by the custodial/maintenance I classification, the work shall then be offered by seniority to employees within the custodial/maintenance II classification. In the event that the position isn't filled, the least senior employee(s) will be required to fill position(s).

I. Custodial Coverage at Class I Events / On-Call Pay

When a Class I event is of a size that the event would normally be staffed by custodian(s), but determination is made by the maintenance supervisor that immediate custodial services are not needed, a custodian will be on-call and be paid a minimum of \$25.00 for the first five (5) hours. If on-call beyond five (5) hours, the rate of pay will be \$10.00 per hour for each additional hour. The length of time on-call is determined by the length of the scheduled event.

If the "on-call" custodian is called in, their regular rate of pay will supercede the on-call pay for the entire time on-call and working, but in no event less than a two-hour minimum.

"On-call" will be offered by seniority on a rotating basis. If position cannot be filled, the least senior employee(s) will be required to work.

ARTICLE 19

PARAPROFESSIONALS

- A. A secured place will be provided for storage of coats, purses and other personal belongings.
- B. Each paraprofessional shall receive training in first aid and CPR once every three (3) years. The District will determine the procedures for training and will be responsible for the cost of same. If the training is held outside of work hours, employees shall be paid their regular hourly wage for that time.
- C. Each paraprofessional who has responsibility for any special needs student(s) shall receive training on those special emotional, educational, physical, and/or medical needs.
- D. Size-appropriate safety vests and raincoats shall be provided for crossing guards, bus loaders and playground monitors. The District shall provide paraprofessionals with One Hundred Dollars (\$100.00) every three (3) years toward outer apparel.
- E. There shall be an adequate number of adults on the playground to supervise students at lunch recess. Ongoing playground supervision needs will be evaluated by a joint committee of the association and the administration with a recommendation made to the superintendent concerning appropriate staffing levels to assure student safety and protection. The committee will be made up of: two (2) building principals, the Association president or designee, and another Association member. Released time for observation of the playground situation shall be arranged by the building principals.
- F. Paraprofessionals shall be paid their regular wages if required to work on non-student attendance days. Paraprofessionals will be called in based on specific program needs. Those paraprofessionals not required to work shall be offered the option to attend the program in-service or to work in the building if the need is warranted and shall be paid their regular wages.
- G. Paraprofessionals will be paid actual time but not less than a minimum of fifteen (15) minutes at their regular hourly rate when they have to stay after their regular working hours because a student's parent has not come to pick up the student.
- H. The Board of Education will reimburse a bargaining unit member for the cost of a certification document up to One Hundred Dollars (\$100) with the stipulations:
 - 1. The staff member has been employed in the Ravenna district for five (5) years or more.
 - 2. Reimbursement is limited to one time in any five (5) year period.

3. Members must seek reimbursement within two (2) months of receipt of certification.
- I. After three (3) years of employment at Ravenna as a paraprofessional, the District shall reimburse tuition costs up to \$200.00 per year for successfully completed classwork or similar training that has been authorized in writing by the Superintendent or designee in advance. Reimbursement shall be made to the employee within sixty (60) days after submitting receipts and proof of completion to the Business Office.

ARTICLE 20

NEGOTIATION PROCEDURES

- A. Matters not specifically covered by this Agreement shall be subject to negotiations between the parties from time to time during the period of the Agreement upon request by either party to the other. The parties shall undertake to cooperate in arranging meetings, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representatives from within or outside the school district. The parties mutually pledge that representatives selected shall have authority to make and consider proposals and concessions in the course of negotiation or bargaining, subject only to ultimate ratification. Any final agreement between the parties must be ratified by a majority of the membership of each party.
- D. 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 lawful measures it may deem appropriate.
- E. Members of either party to this Agreement who wish clarification of any item within this document shall meet with a representative of the Association.
- F. The Association and the District agree to hold special conferences from time to time to address concerns of either party. Special conferences for important matters may be arranged between the Association and the designated representative of the District upon the request of either party.

ARTICLE 21

NO STRIKE CLAUSE

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operations. The Association, accordingly, agrees that it, or any of its members, will not, during the period of this Agreement, directly or indirectly, engage in any strike or work stoppage activities directly affecting the Ravenna Public Schools. Strikes and work stoppages shall be deemed to include, but are not limited to: slow downs, sit-ins, concerted mass sickness, or interference with the operations of this school district. This includes picketing on-school property during an individual employee's work hours. The Association further agrees it will not engage in any boycotts against the school district during an individual employee's work hours.

- B. Employees, or the Association, found in violation of this Agreement are subject to discipline, including discharge or suspension without salary, and may be held liable by the District for any and all damages, injuries, and costs incurred that are fully attributed to the above-mentioned actions.

ARTICLE 22

DURATION OF AGREEMENT

- A. This Agreement shall supersede any rules, regulations or practices of the District that shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and considered part of the established policies of the District.
- B. This Agreement shall become effective upon ratification of the Association and the District.
- C. If any provision of this Agreement or its application 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. All other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be printed at the expense of the District and presented to each employee. Twenty-five (25) extra copies shall be provided to the Association.
- E. This Agreement shall be effective as of July 1, 2015 through June 30, 2017. The terms of this Agreement shall continue unchanged for the life of this Agreement.

In Witness Whereof, the parties have caused this Agreement to be executed by their authorized representatives as of the 1st day of July, 2015.

RAVENNA EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA

RAVENNA BOARD OF EDUCATION

By: _____

By: _____

Sheila Redford

[Signature]

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RAVENNA EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA

By: _____

Jeane Renee

RAVENNA BOARD OF EDUCATION

By: _____

[Signature]

[Signature]

APPENDIX A

2015-2017 SALARY SCHEDULES

CUSTODIAL/MAINTENANCE I	Step	2015-16	2016-2017
	1	11.55	11.80
	2	12.82	13.07
	3	15.55	15.80
CUSTODIAL/MAINTENANCE II	Step		
	1	12.56	12.81
	2	13.85	14.10
	3	16.58	16.83
NON-INSTRUCTIONAL PARAPROFESSIONAL I	Step		
	1	9.46	9.71
	2	9.91	10.16
	3	10.20	10.45
	4	10.59	10.84
	5	10.95	11.20
	6	11.80	12.05
NON-INSTRUCTIONAL PARAPROFESSIONAL II *	Step		
	1	10.70	10.95
	2	11.15	11.40
	3	11.45	11.70
	4	11.83	12.08
	5	12.18	12.43
	6	13.04	13.29
INSTRUCTIONAL PARAPROFESSIONAL I	Step		
	1	9.46	9.71
	2	9.91	10.16
	3	10.20	10.45
	4	10.59	10.84
	5	10.95	11.20
	6	11.80	12.05
INSTRUCTIONAL PARAPROFESSIONAL II *	Step		
	1	10.70	10.95
	2	11.15	11.40

	3	11.45	11.70
	4	11.83	12.08
	5	12.18	12.43
	6	13.04	13.29
PRESCHOOL PARAPROFESSIONAL I	Step		
	1	9.46	9.71
	2	9.91	10.16
	3	10.20	10.45
	4	10.59	10.84
	5	10.95	11.20
	6	11.80	12.05
PRESCHOOL PARAPROFESSIONAL II	Step		
	1	10.70	10.95
	2	11.15	11.40
	3	11.45	11.70
	4	11.83	12.08
	5	12.18	12.43
	6	13.04	13.29

* Must have an associate's degree, or completed two years of college coursework, or have a combination of college coursework and additional training mutually accepted by the District and Association.