

6/30/96

Reed City Area Public Schools

MASTER AGREEMENT

**JULY 1, 1993
THROUGH
JUNE 30, 1996**

BETWEEN

REED CITY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

AND THE

**REED CITY AREA PUBLIC SCHOOL DISTRICT
REED CITY, MICHIGAN**

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AGREEMENT

This agreement entered into this 14th day of March, 1994 by and between the Board of Education of the Reed City Area Public Schools, Reed City, Michigan, hereinafter referred to as the "Board" and the Reed City Educational Support Personnel Association, MEA/NEA, hereinafter referred to as the "Association".

PURPOSE AND INTENT

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

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

ARTICLE 1

RECOGNITION

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

All full-time and regular part-time custodial and maintenance staff, bus drivers, paraprofessionals (teacher assistants, library assistants, academic assistants and student monitor assistants), secretaries, food service employees, mechanics and student assistance coordinator; excluding the supervisors, superintendent's secretary, payroll secretary, finance secretary, substitutes, teachers and community education positions not presently in the bargaining unit.

ARTICLE 2

AGENCY SHOP

- A. Each bargaining unit member shall, as a condition of employment (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association or (2) pay a service fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to the policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee or dues directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.777/MSA 17.277(7) and at the request of the Association, deduct the service fee or dues from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association treasurer no later than twenty (20) days following deduction.
- I. The procedure in all cases on non-payment of the dues or service fee shall be as follows:
- a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the dues or service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph "a" above.
 - c. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts, as nearly as may be, from the paychecks of the bargaining unit member so affected.
 - d. In the event of the entry of a court order or arbitration award, the district shall have the right to immediately suspend involuntary wage deduction under this article and shall promptly give notice of any such decision to the Association.
- B. Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures". That policy and the administrative procedures (including the timetable for payment) pursuant thereto, apply only to non-Association bargaining unit members. The remedies set

forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by any objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

- C. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- D. The Association will notify the district at least fifteen (15) days prior to the date of the first payroll deduction for either Association dues, fees and/or assessments or service fees, the amount of said Association dues, fee assessments or service fees to be deducted by the district.
- E. Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver to the district an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA constitution, bylaws and administrative procedures. Pursuant to such authorization, the district shall deduct one-tenth (1/10th) of such dues, assessments and fees from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- F. In the event of any legal action against the district brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action at its own expense and through its own counsel, provided:
 - 1. The district and its agents give timely notice of such action to the Association and permit the Association intervention as a part if it so desires.
 - 2. The district and its agents give full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.
 - 3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the district, the Board of Education, the individual members of the Board of Education and individual administrators from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the district's compliance with this article.

Should the indemnification provisions set forth above be declared unenforceable or void by a court of competent jurisdiction, the mandatory payroll deduction provisions of this article, as set forth above, shall immediately be considered inoperative and severed from this agreement.

- G. Upon appropriate written authorization from the bargaining unit member, the district shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities and/or Association dues, fees and/or assessments.

ARTICLE 3

MANAGEMENT RIGHTS

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

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment; and to promote and transfer all such employees; and dismissal and demotion of such employees in accordance and agreement with Board of Education policy and the terms and conditions of this agreement.
- C. To determine the service, supplies and equipment necessary to continue its operation; to determine all methods and means of distributing and/or selling its services; to determine all methods, schedules and standards of operation; to determine all methods and processes of carrying on the work, including automation and contracting of the work or changes therein; and to determine the institution of new and/or improved methods of work or changes therein.
- D. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and express terms hereof are in conformance with the constitution and laws of the United States.

ARTICLE 4

EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. The Board agrees that it will not discriminate against any employee because of his/her membership in or his participation in the lawful activities of the Association, his/her participation in collective negotiations with the Board, his/her institution of a grievance as defined in this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and the bargaining unit members shall have the right to use the school building facilities for official Association business, and shall do so in accordance with the district's building use policy and procedures.
- C. The Board agrees to furnish to the Association in response to reasonable requests, all information which is available to the public in accordance with the "Freedom of Information Act". Further, the Board agrees to provide the Association, upon request, information that will assist the Association in developing accurate and informed proposals and any information which may be necessary for the Association to process any grievance or complaint.
- D. Bulletin boards in each building shall be located next to the time clocks and shall be made available for use by the Association and its members. All such materials must be signed by the person from whom it originates and will be removed upon expiration or after two weeks in the event that there is no expiration date.
- E. An employee engaged during his regular working hours in negotiating on behalf of the Association with a representative of the Board, or an officer otherwise conducting Association business with the Board or its representative during working hours, shall be released from regular duties without loss of wages.
- F. Employees agree to uphold this agreement, policies, rules, regulations and practices of the Board. Each employee accepts responsibility to strive for excellence in his/her work.
- G. No non-probationary bargaining unit member shall be disciplined or discharged without just cause. The specific grounds forming the basis for disciplinary action will be made available to the bargaining unit member and the Association in writing as soon as practicably possible.
- H. When a meeting for disciplinary action is to occur, the employee shall be entitled to have a representative of the Association in attendance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, provided such representation is made available within twenty-four (24) hours. However, the parties may mutually agree to extend beyond the twenty-four (24) hour time period.

- I. Neither the Association, its representatives or any member shall usurp administrative or supervisory authority or direct employees to disregard the instructions or directions of administrators or supervisors unless carrying out and/or following the instruction/direction could reasonably jeopardize the physical health or well-being of the employee.
- J. Nothing contained within this agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or other applicable state or federal laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 5

GRIEVANCE PROCEDURE

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

Any written grievance not substantially in accordance with the above requirements may be returned to the grievant for completion, however, the timelines contained herein shall not be adversely affected while completion of the written form occurs.

- D. Procedure for adjudging of grievance:

Step 1 An employee or the Association, believing he/she has been wronged by a violation of the express provisions of this contract, shall within seven (7) work days of its first alleged occurrence, orally discuss the grievance with his/her immediate supervisor.

- Step 2
- (a) Within four (4) work days of the oral discussion in Step 1, if no resolution is obtained, the employee shall reduce the grievance to writing as set forth above.
 - (b) The written grievance shall be presented to the immediate supervisor for disposition. Within five (5) work days of receipt of the written grievance, the immediate supervisor shall have a meeting with the grievance chairperson and grievant. It is the immediate supervisor's responsibility, upon consulting with the chairperson of the grievance committee, to set a mutually acceptable time, place and date of meeting.
 - (c) Within five (5) work days after the meeting, the immediate supervisor shall state his/her decision in writing and furnish a copy to the grievant, the chairperson of the grievance committee and the superintendent of schools.
- Step 3
- (a) Within five (5) work days after receiving the decision in Step 2, the grievance committee may appeal in writing to the superintendent of schools.
 - (b) Within five (5) work days of receipt of the written grievance, the superintendent of schools shall have a meeting with the grievance committee chairperson, classification representative and the grievant. The MEA representative may also be present at this meeting and the superintendent reserves the right to have other central office staff present. It is the responsibility of the superintendent of schools, after consulting with the grievance committee chairperson, to set a mutually acceptable time, place and date for this meeting.
 - (c) Within five (5) work days after the meeting, the superintendent shall state his/her decision and furnish a copy to the grievant and the grievance committee chairperson.
- Step 4
- (a) Within five (5) work days after receiving the decision in Step 3, the grievance committee may appeal the decision in writing through the superintendent to the Board of Education. Within ten (10) work days of receipt of the grievance, the Board of Education shall have a meeting with the grievance committee.
 - (b) It is the superintendent's responsibility, after consulting with the chairperson of the grievance committee, to set a mutually acceptable time, place and date for the meeting.

- (c) The Board of Education shall hear the grievance or dispute and shall render its decision in writing fifteen (15) work days from the close of the meeting. The Board of Education's decision shall be submitted in writing and a copy furnished to the grievant and the chairperson of the grievance committee.

E. Arbitration

An arbitrable grievance not settled in Step 4 of the grievance procedure may be subject to arbitration, provided notice of intent to arbitrate is given in writing by the Association within fifteen (15) calendar days from receipt by the Association of the answer in Step 4-C of the grievance procedure. Such notice of intent to arbitrate shall be given by the president of the Association to the president of the Board. Neither the employer nor the Association shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party in writing at a prior hearing level.

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

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

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

The parties shall be bound by the award of the arbitrator.

F. Work Day

For the purpose of this article, Saturday, Sunday, holidays, and any individual paid leave days of either party and days when the employee is not required to work will not be considered working days.

G. Group Grievance

The Association may file a group grievance when such grievance may affect all or a majority of bargaining unit members. Such grievance shall be filed within twenty (20) work days. A group grievance may be initiated at Step 3.

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

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

2. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without express written approval therefrom.

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

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

ARTICLE 6

SENIORITY

- A. Seniority shall be defined as the length of continuous service with the district as a member of the bargaining unit. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.

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

- B. All employees shall hold two or more seniority dates (district-wide and classification). The first date shall be his/her first day of work in the district. The other date(s) shall be his/her first day of work in each classification (bus driver, custodian/maintenance, paraprofessionals, secretarial, food service, mechanics or student assistance coordinator) in which the employee has worked.
- C. The Board shall prepare, maintain and post the seniority list. The seniority list shall be posted in each building once each year on or before October 1. A copy of each seniority list shall be sent to the Association president. If the Association does not make written objection to the seniority list by November 1, the list prepared by the Board shall be considered conclusive for all purposes under this agreement.
- D. Seniority shall continue to accrue while the employee is on leave or layoff. When an employee returns to work, he/she shall be placed on the salary schedule at the point which he/she left.
- E. Seniority shall be lost by an employee upon termination, resignation or voluntary transfer to a non-bargaining unit position.

ARTICLE 7

LAY OFF AND RECALL

- A. Lay-off shall be defined as a necessary reduction in the work force or a decrease in work hours. Lay-off can occur due to a decrease in available work or lack of funds.
- B. In the event of a lay-off involving the reduction of work hours, the following procedure shall be followed:
1. The Board shall give at least twenty (20) work days written notice to the Association and the employees involved before reducing the work hours of a position.
 2. Employees may exercise seniority rights within their classification for the purpose of maintaining their normal work schedule if their work hours are reduced.
 3. Employees whose work hours have been reduced as described above shall have the right to assume a position of a less senior employee in any classification for which the employee is qualified.
 4. Numbers 2 and 3 above may be instituted as follows:
 - a. The employee, within ten (10) work days of Board notice as outlined in number 1 above, shall declare his/her written intent to preserve his/her hours by bumping.
 - b. No employee may bump so as to secure a position with more hours or higher rate of pay than the job held at the time notice was given.
- C. In the event of lay-off involving the elimination of positions, the following procedure shall be followed:
1. The Board shall identify the specific position(s) to be eliminated and shall meet with the Association to determine if alternatives to lay-off might be mutually agreeable. If no alternative(s) is agreed upon, the contract provisions shall prevail.
 2. At least twenty (20) work days prior to the effective date of any lay-off, the Board shall give written notification to the employee(s) in those position(s) to be eliminated and the Association president.
 3. Employees whose positions have been eliminated as described above shall have the right to assume a position of a less senior employee in any classification for which the employee is qualified.
 - a. The employee, within ten (10) work days of Board notice as outlined in number 1 above, shall declare his/her written intent to preserve his/her position by bumping.

- b. No employee may bump so as to secure a position with more hours or higher rate of pay than the job held at the time notice was given.
- D. If a lay-off is necessary, the Board shall first lay-off probationary employees, then the least senior employees in that classification. In no case shall a new employee be employed by the Board while there are laid-off employees who are qualified for a vacant or newly created position.
- E. Recall Procedure

Laid-off employees shall be recalled in inverse order with the last employee laid-off to be the first recalled. If more than one employee is laid-off on the same day, the employee with the greatest seniority will be recalled first. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given at least fifteen (15) calendar days from receipt of notice excluding Saturdays and Sundays to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the fifteen (15) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her job rights.
- F. Copies of all lay-off and recall notices shall be sent to the Association president.
- G. A laid-off employee shall, upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority at rate of pay at the time of their lay-off.

ARTICLE 8

VACANCIES, TRANSFERS AND PROMOTIONS

- A. 1. A "temporary vacancy" shall mean a bargaining unit position held by an employee on a leave of absence or a newly created position that could appropriately be placed within the collective bargaining unit with an anticipated duration of not more than six (6) months. Except for summer work, temporary vacancies of less than six (6) months are not required to be posted and may be filled by the employer without regard to the provisions of this Agreement.
2. A "permanent vacancy" shall mean a bargaining unit position not defined as a temporary vacancy. The Board shall post and fill permanent vacancies as provided below.
3. In the event that the employer determines to create temporary summer positions, those temporary positions shall first be offered through the posting procedure to qualified bargaining unit members. First priority shall be given by seniority to members of the classification where the vacancy exists. Second priority shall be by seniority to bargaining unit members outside of the classification. If the position is not filled in this manner, persons outside the bargaining unit will be sought.
4. It is specifically understood that a bargaining unit position created for a limited length of time shall be posted and filled as provided below.
5. Within five (5) working days of filling a vacancy, the employer shall notify the Association president of the name of the employee hired.
- B. All vacancies shall be posted in a conspicuous place in each building of the district for a period of six (6) work days. The posting shall contain the following information:
1. Type of Work
 2. Location of Work
 3. Starting Date
 4. Rate of Pay
 5. Hours to be Worked
 6. Classification
 7. Minimum Requirements

Interested employees may apply in writing to the superintendent within the six (6) day posting period. Employees wishing to receive notice of vacancies during the months of June, July and August shall provide the superintendent's office with such a request no later than June 1 of each year, accompanied by the address to be used for mailing. The Board shall notify said employees by sending a copy of vacancy notices to the address provided.

- C. Vacancies shall be filled with the most senior qualified applicant from within the affected classification; if no one applies from within the affected classification, priority shall be by seniority to bargaining unit members outside of the classification. If the position is not filled in this manner, persons outside the bargaining unit will be sought.

Definition of Qualified: An individual who possesses those minimum skills listed in the current job description which are required to do the job (see Appendix A).

- D. Within ten (10) work days after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected to fill the posted position. Each applicant shall be notified in writing of the Board's decision and shall be provided in writing the reasons why he/she was not awarded the position. The Association president shall receive a copy of all such letters.
- E. In the event of promotion in the classification or a transfer from one classification to another, the employee shall be given an eight (8) week trial period in which to determine his/her desire to remain on the job and his/her ability to perform the job. During the eight (8) week trial period, the employee shall have the right to return to his/her former position. If the employee's work is found to be unsatisfactory in the new position, the employee shall be provided with notice and reasons in writing prior to being returned to his/her previous position. All transfers subsequent to the original transfer are null and void should the original transferee revert back to his/her former status during the eight (8) week trial period. The Association president shall receive a copy of such notices and reasons.

During the eight (8) week trial period, the employee shall receive the rate of pay of the position in which he/she is working.

- F. Employees required to work or involuntarily transferred to a higher classification shall be paid the rate of the higher classification. Employees required to work or involuntarily transferred to a lower classification shall suffer no loss in wages or benefits while so assigned.
- G. Involuntary transfers shall only be effected for reasonable and just cause. In the event an involuntary transfer is necessary, the reasons for such transfer shall be provided in writing to the affected employee and the Association president.
- H. Job Assignments. Custodial job assignments will be bid by August 1 of each year. If August 1 falls on a weekend, the bidding will be completed by the first Monday in August. Custodians will be asked to fill out a form rank-ordering their job preferences. All job assignments will be based on the employee's seniority and qualifications to perform the job as listed on minimum requirements and as listed in the job description. Job descriptions will be available from the maintenance supervisor.

- I. The Board, at the beginning of the school year, shall make up the bus runs and shall decide which buses shall be assigned to each run. After the Board has made the foregoing decisions, the bus driver employees, in accordance with seniority, shall choose the runs left vacant by attrition. Drivers must make their choice at the beginning of the school year and once a choice is made, an employee cannot choose again, unless a run becomes vacant.
- J. Being in the best interest of the students, the district and the driver, an AM and PM route will no longer be split between two drivers. The same driver thus is assigned to the AM and PM schedule for a regular route. In the case of the current year arrangement on one route, those two individuals splitting that route would be grandpersoned and not be affected by this provision. If one should leave the employ of the district, the remaining driver would have the choice of continuing the single AM or PM schedule (whichever is applicable) or becoming full-time (assuming both AM and PM routes). A new person hired for just an AM or PM driving schedule on this route would become full-time or relinquish their position if the other grandpersoned driver would leave the employ of the school district.
- K. A driver may make a maximum of two (2) bids for each set of vacancies that occur. A set of vacancies is defined as an initial vacancy and those vacancies subsequent to it which are caused directly by the filling of the initial vacancy. The Board, at its discretion, may change the buses and the bus stops as often and in any manner as it may decide is in the best interest of the school district.
- L. In the event an employee is on an approved leave of absence or about to begin an approved leave of absence when the job assignments are being selected, the employee shall select a position in accordance with the above provisions. This position will then be filled with a substitute until the leave of absence expires.
- M. No driver shall drive special trips until one year of service as a regular driver is completed. After this period, only drivers scheduled regularly to drive two (2) or more runs per day shall drive extracurricular trips when a school bus is utilized.

All drivers qualified for and desirous of taking extra trips shall be placed on the extra trip rotation board in order of their driving seniority as it appears on the official seniority list. Trips will be assigned by rotation, beginning each school year with the most senior driver on the trip list. If a driver refuses/passes on three (3) or more trips in one semester, his/her name shall be removed from the extra trip list for the remainder of the school year unless he/she was on approved leave of absence. There will be no trading or giving away of trips by and among drivers. No one will sign up another driver for a trip. A driver will not sign up for an extra trip if he/she is to be on leave at the time of the trip.

- N. Any employee who is assigned temporary supervisory responsibilities will not be expected to carry out any employee discipline or make any contractual implementation decision, and may refer those issues and any emergency problems to the appropriate administrator. Any employee assigned temporary supervisory responsibilities shall be paid an additional two dollars (\$2.00) per hour for all hours worked as a temporary supervisor.
- O. Notice of bus drivers' intent to return to work in the fall must be submitted to the transportation supervisor by June 1. Failure to do so will result in automatic termination of employment. Subsequent reapplication for employment will be considered as a new hire.

ARTICLE 9

LEAVES OF ABSENCE

A. Personal Illness or Disability

1. Employees shall be eligible for sick leave/disability leave at the rate of one (1) day per month. Paraprofessionals and food service employees at the rate of ten (10) days per year. Secretaries at the rate of eleven (11) days per year except for twelve-month positions at the high school and community education which are twelve (12) days per year. Mechanics at the rate of twelve (12) days per year. Days are accumulative to one hundred fifty (150) days.
2. Drivers shall be eligible for sick leave/disability at the rate of:
 - a. One (1) run per day driver: One (1) run per month; ten (10) per year; cumulative to one hundred fifty (150) runs.
 - b. Two (2) runs per day driver: Two (2) runs per month; twenty (20) per year; cumulative to three hundred (300) runs.
 - c. Three (3) runs per day driver: Three (3) runs per month; thirty (30) per year; cumulative to four hundred fifty (450) runs.
 - d. Four (4) runs per day driver: Four (4) runs per month; forty (40) runs per year; cumulative to six hundred (600) runs.
3. Any employee whose personal illness extends beyond the period compensated under this article shall be granted a leave of absence without pay for the unused portion of the current fiscal year. The district shall continue fringe benefit coverage for the rest of the month that the leave was granted.
4. Employees will call their supervisor to report absence due to illness. Employees will notify their supervisor one (1) hour prior to the start of their shift. In case of emergency, the one (1) hour call-in is waived. In the event custodial or maintenance employees cannot reach the supervisor, they should call the superintendent's office. Bus drivers will have the one (1) hour call-in waived in the event the supervisor is unable to be reached due to checking of roads/inclement weather conditions.
5. The employee may take a maximum of thirty (30) days per year of their sick days for illness in the immediate family. "Immediate family" shall be interpreted as current spouse, parent, siblings, children, in-laws or dependent of the immediate household resident who qualifies as an exemption for federal income tax purposes.

Absence from duty chargeable to sick leave for an immediate family member who does not reside in the same household as the employee will be permitted only when the illness is of a serious nature.

6. Upon request, the employee will provide a doctor's written statement as evidence of illness. Such request shall only be made after the employee has been absent for three (3) consecutive work days.
7. Any bargaining unit member who incurs in the line of duty an injury and is unable to work, shall receive such compensation and expenses as are prescribed by the Workers' Compensation Law of the state. The employee shall not have any wages deducted, however, shall submit the workers' compensation check to the superintendent's office. Sick leave will be charged for only that portion of time not covered by workers' compensation.

B. Bereavement Leave

When death occurs in an employee's immediate family (i.e. spouse, parent, parent of current spouse, child, siblings, brother-in-law, sister-in-law, grandparents, grandchildren, stepchildren, step-parents, son and/or daughter-in-law), the employee, on request, will be excused for up to five (5) working days beginning with the day after death provided he/she attends the funeral. The five (5) days provided for above may be days other than those immediately following the date of death if unusual circumstances exist.

C. Personal Leave

1. At the beginning of each school year, each employee shall be granted two (2) days to be used for personal leave. Personal leave is for business which cannot normally be conducted on Saturdays, vacation periods or hours that the employee is not scheduled to work. Those employed less than full-time shall be granted the equivalency of two (2) working days on a pro-rata basis.
2. An employee planning to use personal leave shall notify the supervisor two (2) days in advance except in cases of emergency, in which case the supervisor shall be given sufficient information to determine whether the circumstances do in fact constitute an emergency.
3. In no case will employees be granted personal leave for vacation, extension of vacation periods, recreational purposes, other employment purposes or interviews.
4. Personal leave may be taken in one (1) hour increments ranging from one (1) hour to two (2) days, as needed.

5. Any employee abusing this policy by using personal days for other than defined purposes shall be subject to just cause disciplinary action.
6. As an employee incentive, the two (2) personal business days which remain unused at the end of each year shall be added to the employee's accumulated sick leave, if the employee had perfect attendance for the year. Perfect attendance is defined as an employee having no absences for illness or personal business. Using contract vacation will not be considered absence from work.

D. Jury Duty Leave

An employee who is summoned for jury duty and is not relieved from such duty shall be granted a jury duty leave of absence for that purpose. Employees shall work their scheduled hours when not serving as jurors and an employee not selected to serve on a particular jury shall report for work immediately after selection of said jury. Provided the employee turns in to the superintendent all compensation received for jury duty, other than meals and mileage, the employee shall suffer no loss of pay for time spent on jury duty leave.

E. Subpoena

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

F. Unpaid Leaves (General Conditions)

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee. During said leave, seniority shall continue to accumulate. Said leave requires Board of Education approval if the request is greater than one (1) week, and the superintendent's approval if the request is less than one (1) week. It is understood that requests for child care leave shall be approved by the Board of Education.
2. Requests for unpaid leave of absence shall include the reason for the leave along with the beginning and ending dates of the requested leave. The leave may be extended at the discretion of the Board of Education if such is requested in writing, with a copy to the Association representative prior to the termination of the leave. The employee on leave has the option of paying their own insurance premiums at group rate, subject to the provisions of the carrier.
3. An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began; however, it is understood that any employee on an unpaid leave of

absence for purposes of either seeking employment or carrying out work duties for an employer other than the district, shall not accrue seniority for the period of the leave. At least five (5) working days prior to the date a leave is scheduled to expire, an employee shall notify the employer of his/her intent to return to work.

G. Anticipated Prolonged Disability

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

H. Sick Leave Bank

At the beginning of each school year an open enrollment period, commencing on the first student day and being thirty (30) calendar days in length, shall be made available for members to enroll in the sick leave bank. New members hired after the open enrollment period shall have thirty (30) calendar days to enroll in the bank. Each member enrolling in the bank will contribute two (2) days of his/her sick leave to the bank.

Members opting to not enroll in the sick leave bank during the open enrollment period or within thirty (30) calendar days of their hiring shall be denied membership to the bank for the duration of that school year.

Members opting to terminate their membership in the sick leave bank may do so only during the open enrollment period. Days contributed by the member withdrawing shall remain in the bank.

Members borrowing sick leave days from the bank will be required to repay those days. Employees will be required to repay those days with a minimum of five (5) days per year until all days borrowed from the bank are repaid. Payback will be made at the onset of the school year subsequent to the year that the days were borrowed.

Other members may, on behalf of the borrowing member, repay the sick leave days borrowed according to the guidelines. Intent to do so by another member must be submitted in writing to the superintendent's office and to the sick leave bank committee prior to or during the open enrollment period.

Members that have not repaid the days borrowed from the sick leave bank and are requesting to terminate their membership in the bank shall be obligated to repay those days at the appropriate minimum rate until all days borrowed are repaid.

Members, including those filling temporary vacancies, who elect to become members of the sick leave bank, borrow days from the bank and

terminate their employment with the Reed City Area Public School District before all days borrowed from the bank are repaid, shall have their per diem pay withheld from their remaining payroll entitlement for all days not repaid. The sick leave bank shall be credited with the repaid days.

Other members may, on behalf of the borrowing member who is terminating his/her employment, repay the sick leave days. In this situation, intent to repay the days borrowed on behalf of the member terminating his/her employment must be submitted in writing to the superintendent's office and the sick leave bank committee within five (5) calendar days of the submission of the member's resignation.

When the sick leave bank is depleted to fifty (50) days, members will contribute one (1) day of their sick leave. Necessary additions will be made at the beginning of each school year, and are to be made after all repayments have occurred. The sick bank shall have a maximum of two hundred (200) days.

The sick leave bank will be controlled by a committee composed of two (2) Association members selected by the Association and two (2) administrators appointed by the superintendent. The committee shall develop guidelines and procedures for utilization of the sick leave bank.

If there is a question as to the length of time necessary for convalescence or the member's ability to return to work, a Board-appointed physician paid by the Board will determine the extent of the convalescence or ability to return to work.

Decisions and actions of the committee shall be final and not subject to the grievance procedure.

- I. Employees who are officers, delegates or representatives of the Reed City Educational Support Personnel Association shall, upon application, be granted collectively a maximum of fifteen (15) days during the school year for RCESPA business. Such leave is with pay and benefits. The Association agrees to reimburse the school at the appropriate substitute rate for each Association day used.

ARTICLE 10

VACATION AND HOLIDAYS

- A. All twelve-month employees shall receive vacation time. The use of this vacation time shall be at the employee's choosing, subject to the provisions that if many employees request the same date(s), the district may be unable to approve all requests. In such cases, the employee(s) having the greatest seniority shall be granted his/her preferred dates first. However, to accommodate long-range plans and reservations, if a less senior employee requests vacation dates at least sixty (60) days in advance (provided no other person has already requested that time), a more senior employee may not bump the less senior employee for that time.

Vacation schedules shall be posted on all Association bulletin boards.

An employee vacation schedule may be altered by the employee within five (5) working days of the scheduled start of that vacation. In case of emergency, the five days advance notice shall be waived.

- B. Vacation shall be earned as follows:

Upon completion of:

One (1) calendar year of service	Six (6) days
Two (2) calendar years of service	Eleven (11) days
Five (5) calendar years of service	Sixteen (16) days
Eight (8) calendar years of service	Twenty-One (21) days
Fourteen (14) calendar years of service	Twenty-Two (22) days
Fifteen (15) calendar years of service	Twenty-Three (23) days
Sixteen (16) calendar years of service	Twenty-Four (24) days
Seventeen (17) calendar years of service	Twenty-Five (25) days

- C. Any employee eligible to receive vacation time may use such vacation time either in blocks of consecutive days or may use such days singly. In those cases where an employee requests to use a day singly, such requests must be made at least one week in advance. In case of emergency, the one week advance notice may be waived.
- D. When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation unless other arrangements are made with the employee's supervisor.
- E. Holidays for all twelve-month employees:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day

- F. When school is closed to teachers and students on November 15 (opening day of deer hunting), that day will be adjusted for all Association ten-month employees (bus drivers, paraprofessionals, food service, ten-month secretaries and student assistance coordinator) in the calendar to provide 180 days for student instruction. However, all twelve-month employees will have an additional "floating" holiday added each year, with the option of using that day on November 15 or they may work November 15 and use the day later.
- G. An employee is eligible for a holiday only if he/she works the preceding work day and the work day after the holiday. If a legal holiday falls on Saturday, the holiday will be celebrated on the preceding Friday unless school is in session that day. If a legal holiday falls on Sunday, the holiday will be celebrated on the following Monday.
- H. An employee will be paid time and one-half for checking buildings on a holiday, in addition to holiday pay.
- I. Holidays for all other non-twelve-month employees are designated as:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Good Friday
- Memorial Day
- New Years Day

ARTICLE 11

HOURS OF WORK

A. The normal work day for full-time twelve-month employees and full-time ten-month employees shall be as follows:

1. Bus Drivers: Six (6) hours per day, student calendar.
2. Custodial/Maintenance: Day shift employees shall be eight (8) hours per day excluding lunch (one-half hour); second shift employees eight (8) hours per day including lunch (one-half hour); third shift employees eight (8) hours per day excluding lunch (one-half hour). The work year shall be 52 weeks for all shifts.
3. Paraprofessionals:

Academic, Teacher Assistants: Six and one-half (6.5) hours per day, teachers calendar.

Library Assistants: Seven (7) hours per day, teachers calendar.
4. Food Service: Seven and one-quarter (7.25) hours per day, student calendar, 178 minimum, 180 days maximum.
5. Twelve-month Secretaries: Eight (8) hours per day, 52 weeks.

Ten-month Secretaries: Seven and one-half (7.5) hours per day, 42 weeks.
6. Mechanics: Eight (8) hours per day, 52 weeks.
7. Student Assistance Coordinator: Six (6) hours per day, 30 hours per week.

B. The standard work week for all full-time employees shall be established at forty (40) hours per week with five (5) successive days per week, normally Monday through Friday. Thirty (30) hours per week or six (6) hours per day will be full-time. Benefits will be paid according to the following schedule:

<u>Working Per Day</u>	<u>Employer Will Pay</u>
0 to 1.9 hours	25%
From 2 to 3.9 hours	50%
From 4 to 5.9 hours	75%
6 hours or more	100%

C. The work year shall be fifty-two (52) weeks per year for full-time twelve-month employees.

D. Time and one-half will be paid for all time worked in excess of forty (40) hours in one week. All work performed on Saturdays and Sundays

shall be compensated at the rate of time and one-half. All work, excluding building checks, performed on holidays shall be compensated at the rate of double time.

- E. Building checks will be assigned to employees volunteering for the assignment, with the person assigned being responsible to check all buildings in the district. The employee will be paid one and one-half (1 1/2) hours compensation for checking all buildings plus the established mileage allowance for eight (8) miles. Compensation will be at the appropriate rate.
- F. The driving time for each run shall be a minimum of one and one-half (1 1/2) hours, including 15 minutes for pre-trip preparation and 15 minutes for post-trip clean-up. Minimum time for extra trips shall be two (2) hours. In the event a driver misses his/her regular run to take an extra trip, he/she shall be paid at least an amount equal to his/her regular run missed. One hour minimum for call-in should an extra trip be cancelled and the driver is not notified prior to reporting. Notification will consist of calling the driver at no less than two (2) predetermined numbers.
- G. The Board agrees to pay for meals while on extra trips as per the following schedule:

If on the road between the hours of (see below), the Board will pay:

6:00 a.m. - 8:00 a.m.	Breakfast	\$4.10
11:00 a.m. - 1:00 p.m.	Lunch	5.60
5:00 p.m. - 7:00 p.m.	Dinner	7.20

Meals do not have to be eaten during the above hours.

In the event a driver is unable to eat in a restaurant because of locality or time constraints, or opts to bring his/her own meal, he/she shall still be reimbursed at the above rates.

- H. Drivers will be paid at their respective hourly wage for time worked beyond the run's minimum time for:
 - a. Completing discipline forms, or if they are detained by the transportation supervisor or any school administrators.
 - b. Time spent in cleaning the bus when unusual conditions exist. Example: When a student has vomited on the bus, etc.
 - c. In case of breakdown or getting stuck.

All time beyond the minimum must be indicated on the time card and initialed by the transportation supervisor before payment will be made.

- I. An employee called in for or reporting for work outside his/her regular shift shall receive at least two (2) hours work or two (2) hours pay at the appropriate rate.

- J. An employee will be expected to work overtime hours as assigned by his/her supervisor to fulfill the needs of the school district and ensure its continuous operation.
- K. Employees will be allowed a fifteen (15) minute break for each four (4) hours of work, the break to be scheduled as mutually agreed upon by the supervisor and the employee.
- L. 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.
- M. Overtime Equalization. Overtime hours shall be divided as equally as possible among employees of the same classification who are qualified. Whenever overtime is required, the employee who is qualified, with the least number of overtime hours in that classification, will be called first.
- N. Custodial/maintenance scheduled shifts shall not be adjusted for employment elsewhere or for driving bus. It is understood that the one employee now affected by this shall be grandpersoned for the life of this agreement.
- O. Inclement Weather
1. When schools are closed due to inclement weather or other acts of God, custodial/maintenance employees, twelve-month secretaries and mechanics will be required to report to their job assignments and work a six (6) hour day. These employees will be paid for eight (8) hours. When these employees are unable to report to their job assignments, the employee will be given the opportunity to make up the time, use a vacation day or accept loss of pay for work missed. Make-up of the time loss will be scheduled by the supervisor or administrator, who will also certify to the legitimacy of the absence.
 2. Inclement weather for bus drivers: When the buses do not run because of inclement weather or other acts of God, the driver shall be paid. The administration shall make every attempt to notify the drivers before they leave their homes that school will be closed.
 3. Inclement weather for ten-month employees (paraprofessionals, food service, ten-month secretaries and student assistance coordinator): When school is closed because of inclement weather or other acts of God, employees shall be paid for the day not worked.
 4. The district will not make up the first two (2) act-of-God days.
- P. Delay of School. When school is delayed for any reason, employees will not have to report for work for that amount of time, but shall be paid for it.

Custodial/maintenance and food service employees will be expected to report as close to regular time as possible and they will be paid time and

one-half their regular rate for the entire period of the delay (i.e. if school is delayed for one (1) hour, employees will receive time and one-half for one hour).

- Q. Early Dismissal. When school is dismissed early for any reason, employees will be able to leave without loss of pay.

If employees are requested to complete their tasks before leaving, employees shall receive time and one-half for time worked beyond the dismissal time.

If second and third shift employees are required to report, they shall do so and work six (6) hours and be paid for eight (8) hours.

- R. Employees assigned to work in more than one (1) building shall be paid mileage for actual miles traveled at the district's established mileage rate.
- R. All paid leave taken shall be included in the computation of overtime.

ARTICLE 12

BARGAINING UNIT MEMBER EVALUATION

- A. It is the responsibility of the Board to observe and evaluate the performance of its employees. The purpose of an on-going evaluation process is to improve performance and services to the Reed City Area Public Schools.
- B. All bargaining unit members shall be evaluated by their immediate administrative supervisor in consultation with the appropriate building principal or district administrator according to the following schedule: Probationary employees shall be evaluated at least twice during their probationary period. Each non-probationary employee shall be evaluated no less than every other school year. Should an employee not receive an evaluation in any school year, it shall be understood that said employee is performing in an accepted, satisfactory manner. Employees shall be evaluated using the form attached to this contract as Appendix B.
- C. All monitoring or observation of the work of each bargaining unit member shall be conducted in a manner so as to be known by the bargaining unit member.
- D. Each bargaining unit member, upon his/her employment, shall be apprised of the specific criteria upon which he/she will be evaluated. The evaluation shall be based on the actual performance of the job duties as agreed to by the employer and the Association. Matters outside the bargaining unit members' normal assigned duties shall not be included in any evaluation. Upon hiring, each bargaining unit member shall receive written notification of the name of his/her immediate administrative supervisor and then upon any change in supervisors. The immediate administrative supervisor shall be the person assigned the duty of evaluation of the bargaining unit member. Current employees shall receive written notification within thirty (30) days of ratification of this contract by both parties.
- E. The work performance of all employees shall be summarized in writing by the supervisor. Three copies of the evaluation shall be prepared. One copy is for the employee, one for the supervisor and the other for the central office.
- F. The supervisor shall meet with the employee to discuss the evaluation. Any item or area identified as needing improvement or deemed unsatisfactory shall be specific. Also, suggestions on how to improve or correct unsatisfactory situations shall be identified.
- G. Following each formal evaluation, including the evaluation conference, the employee shall sign and be given a signed copy of the evaluation report. In no case shall the employee's signature be construed to mean that the

employee agrees with the contents of the evaluation. If the employee disagrees with an evaluation or portion thereof, the employee may submit a written rebuttal and have it attached to the evaluation.

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

ARTICLE 13

MISCELLANEOUS PROVISIONS

- A. Within thirty (30) days of ratification by both parties, copies of this agreement shall be duplicated at the expense of the Board of Education and presented, along with Board of Education policies, to all employees presently or hereafter employed by the Board during the period of time covered by this agreement.
- B. This agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the district and the Association. The waiver of any breach, terms or conditions of the agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- C. This agreement shall supersede any rules, regulations or practices of the employer which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the employer.
- D. If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. All mileage and reimbursement checks shall be separate from regular paychecks and shall not be taxed. Expense checks will identify dates for which reimbursement is being made. Questions relative to paychecks should be immediately directed to the superintendent's office for correction or clarification.
- F. The employer shall provide a uniform for each workday for all full-time maintenance and mechanic employees.

In addition to the above, uniforms will be provided (during the summer only) for all full-time employees who are assigned to maintenance during summer months.

Raincoats and boots (enough for two people) shall be made available for employees' use in performing work-related assignments.

- G. When an employee moves from one classification to another, he/she shall move to the step closest to, but higher than, his/her current rate of pay.

When an employee moves from a ten-month classification to a twelve month classification, he/she will start at Step 1 of the twelve-month classification wage scale. However, employees with seven (7) or more years of service in the district will be placed at Step 3. Employees going from a ten-month classification to a twelve-month classification and

having seven (7) or more years of service shall receive five (5) days of vacation.

H. Personnel Files

1. Each employee shall have no more than one (1) official personnel file retained in the superintendent's office.
 2. Any employee shall have the right to review his/her personnel file during the regular central office hours. They shall have the right to have an Association representative accompany them during said review.
 3. No material shall be placed within said file without the employee having first received a copy of said material. Employees shall have the right to attach a rebuttal to all material placed in their file.
 4. Any dispute regarding the placement of material in a personnel file shall be resolved through the grievance procedure.
- I. The employer agrees not to subcontract outside providers and/or employees outside the bargaining unit unless absolutely financially necessary or the required skills are not available within the bargaining unit.

J. Special Trips - Administrative Rules

1. After the beginning rotation, if a driver desires to take special trips, or if someone drops and wants to start again, their name will go to the bottom of the rotation board.
2. Trips will be selected on Thursday morning just after the A.M. run. If there is a short week or no school on Thursday, trips will be posted a day earlier and trips will be picked after the A.M. run on that day.
3. Drivers are not able to select a trip if they do not work the day of the selection. If a driver cannot be present for a legitimate reason, the pass will not be counted against him/her.
4. If a trip is cancelled (not to be rescheduled), the driver will have first selection on the next set of trips.
5. If a trip is cancelled and is to be rescheduled, that trip remains the trip of the driver scheduled.
6. The transportation supervisor may remove anyone from the trip board at any time for reasons involving the safety of the students and/or equipment.
7. If a driver does not show up for a trip, the transportation supervisor will try to contact that driver. If the transportation

supervisor is unable to contact the driver, he will select anyone on the trip board that can make the trip. The person selected will not lose his/her turn on the trip board. The driver who missed the trip will have "pass" marked against him/her.

8. An emergency trip is a trip that comes in 48 hours or less from departure time. When an emergency trip comes in, the transportation supervisor will select a person from the emergency trip list in rotation. If the person cannot take the trip, the transportation supervisor will move to the next person on the list until someone can take the trip. The next time an emergency trip comes up, the transportation supervisor will start from where he left off on the list until someone takes the trip. The token will move each time.
 9. If a trip comes in late, but with more than 48 hours notice, the person next in line for the trip must take the trip or a "pass" will be counted against him/her.
 10. If a trip for which an employee is next on the rotation list is available only when the employee is scheduled for additional work within and for the Reed City Area Public School District, the employee shall not be charged with a "pass" for not being available to take said trip.
- K. Bus discipline shall be handled consistently throughout the school district.
- L. No bargaining unit member shall be assigned to be the sole playground supervisor when more than one classroom is present on the playground.
- M. Administering Medication. Employees may be required to administer medication to students only when the following conditions are met:
1. The parents or legal guardians have given prior written approval for the administration of medication by school personnel.
 2. The aforementioned permission is accompanied by written instructions from the attending physician or pharmacist if applicable.
 3. Medication is given in the presence of an adult witness.
 4. All necessary equipment and supplies are provided.

The employer shall indemnify and save harmless from any liability the employees who administer medication to students when directed to do so by school supervisory personnel. No employee shall be required to administer medication by injection unless it is a life-threatening emergency.

N. Any transfer of bargaining work between classifications shall be subject to negotiations between the parties.

ARTICLE 14

TERMINATION OF EMPLOYMENT

Any employee leaving the system for any reason will be paid all salary due at the date of termination of employment. Employees leaving the system, other than termination for just cause, after ten (10) years of service in the Reed City Area Public Schools, will be paid at the rate of fifteen dollar (\$15.00) per day for all of his/her accumulated sick leave.

ARTICLE 15

SCHOOL IMPROVEMENT

- A. Realizing that the State of Michigan and the Department of Education have mandated School Improvement, this article shall apply to all school improvement plans or other similar plans.
- B. It is agreed that the Association shall be informed of, included in and provided with paid release time for all levels of school improvement committees and have an active role in the development of any proposed plans.
- C. Any application of school improvement or other similar plans which change wages, hours, terms and conditions of employment for any bargaining unit member shall be negotiated with the Association prior to implementation.

ARTICLE 16

LONGEVITY

- A. Longevity is based on total years with the Reed City Area Public School District.
- B. Longevity premium is to be added to any pay rate, including extra trips, earned by the employee.
- C. 10th year in the district: \$.20 additional per hour.
15th year in the district: \$.40 additional per hour.

ARTICLE 17

DURATION

This agreement shall be effective as of July 1, 1993 and shall continue in effect through June 30, 1996. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

For the Association:

Ray Lewis
Annouthe S. Pobb

Date: March 14, 1994

For the Board of Education:

James R. White
Mark J. Eubank

Date: March 14, 1994

SCHEDULE A

WAGES AND FRINGE BENEFITS FOR BUS DRIVERS

1. Hourly Wages

	1993-94	1994-95	1995-96
Step 1	\$9.58	\$9.88	\$10.18
Step 2	9.98	10.28	10.58
Step 3	10.48	10.78	11.08
Step 4	10.98	11.28	11.58
Step 5	11.68	11.98	12.28

2. Career Center driving time will be driver's regular rate. Waiting time will be \$7.00 per hour.

3. Special trips driving rate will be \$8.50 per hour. Waiting time will be \$7.00 per hour.

4. Commercial or Chauffeur's CDL License

The Board of Education will reimburse drivers for the cost of their commercial or chauffeur's CDL license to meet the requirements of state law. Reimbursement will be made only for initial commercial or chauffeur's CDL license purchased to qualify an employee to drive and upon expiration of license while employed. License expiring during the summer months will not be reimbursed until the individual actually starts driving at the beginning of the new school year. The description of commercial license is a chauffeur's CDL Class A or B with a PC (Passenger Carrying) endorsement and qualified to operate air brakes.

5. The Board shall provide the following health and/or options subsidy to drivers who work more than two (2) hours per day:

Plan A For Employees Needing Health Insurance

- a. MESSA Supercare I. The employee will pay a deductible of \$50 or \$100, whichever is applicable.
- b. Delta Dental Plan: 80/80/80 - \$1,500 with Child Ortho
- c. Vision: VSP-3
- d. Long Term Disability: 60%
 - \$2,500 Maximum
 - 90 Calendar Days-Modified Fill
 - Social Security Freeze
 - Alcoholism/Drug - 2 years
 - Mental/Nervous - 2 years
- e. Negotiated Life: \$20,000 (AD & D)

Note: All new part-time employees hired after July 1, 1994 will receive the MESSA 250/20 health insurance plan instead of MESSA Super Care I. Any part-time employee hired after July 1, 1994 that moves to a full-time position will receive the MESSA Super Care I health insurance coverage.

- Plan B For Employees Not Needing Health Insurance
- a. Delta Dental Plan: 80/80/80 - \$1,500 with Child Ortho
 - b. Vision: VSP-3
 - c. Long Term Disability: 60%
 \$2,500
 90 Calendar Days-Modified Fill
 Social Security Freeze
 Alcoholism/Drug - 2 years
 Mental/Nervous - 2 years
 - d. Negotiated Life: \$30,000 (AD &D)

Coverage as follows for Plan A:

	Less than 10 Years of Service	10 or more Years of Service
From 2 to 3.9 hrs/day	50% of Plan A Premium	60% of Plan A Premium
From 4 to 5.9 hrs/day	75% of Plan A Premium	80% of Plan A Premium
6 hours or more/day	100% of Plan A Premium	100% of Plan A Premium

Coverage as follows for Plan B:

	Less than 10 Years of Service	10 or more Years of Service
From 2 to 3.9 hrs/day	50% of Plan B Premium	60% of Plan B Premium
From 4 to 5.9 hrs/day	75% of Plan B Premium	80% of Plan B Premium
6 hours or more/day	100% of Plan B Premium	100% of Plan B Premium

In addition, Plan B participants will receive option dollars for additional fringe benefits:

	Less than 10 Years of Service			10 or more Years of Service		
	1993-94	1994-95	1995-96	1993-94	1994-95	1995-96
2 to 3.9 hrs/day	\$52	\$57	\$60	\$57	\$63	\$66
4 to 5.9 hrs/day	\$78	\$86	\$90	\$84	\$92	\$97
6 hrs or more/day	\$100	\$110	\$115	\$100	\$110	\$115

Option amounts may be applied as follows:

- 1. Annuities:
 - a. MEA Financial Services
 - b. Farm Bureau
 - c. Lincoln National Life
- 2. Those options as listed on the MESSA insurance application form.

These amounts are per month subsidies and are to be paid for twelve (12) months. The coverage is to commence after the completion of the above years of service.

The subsidy shall be for the period from July 1, 1993 through June 30, 1996.

All absences not covered by this contract will result in a loss of fringe benefit coverage pro-rated on an annual basis. The deduction for loss of fringe coverage will be made on the last full pay period of the school year.

Example: \$50/mo x 12 months = \$600 coverage available
183 paid days = \$600 divided by 183 (\$3.28/day)
15 noncontract absences = \$49.20 loss

Open enrollment periods shall be jointly established by the carrier, the Association and the Board.

Drivers not eligible for employer-paid subsidy shall have the right to purchase at their own expense through the district, using payroll deduction, the health insurance programs available to the driver.

SCHEDULE B

WAGES AND FRINGE BENEFITS FOR CUSTODIAL AND MAINTENANCE

I. Hourly Wages

	Wages and Fringe Benefits For Custodial		
	1993-94	1994-95	1995-96
Step 1	\$8.20	\$8.50	\$8.80
Step 2	8.60	8.90	9.20
Step 3	9.10	9.40	9.70
Step 4	9.60	9.90	10.20
Step 5	10.30	10.60	10.90

	Wages and Fringe Benefits For Custodial 3rd Shift		
	1993-94	1994-95	1995-96
Step 1	\$8.50	\$8.80	\$9.10
Step 2	8.90	9.20	9.50
Step 3	9.40	9.70	10.00
Step 4	9.90	10.20	10.50
Step 5	10.60	10.90	11.20

	Wages and Fringe Benefits For Permanent Maintenance		
	1993-94	1994-95	1995-96
Step 1	\$9.70	\$10.00	\$10.30
Step 2	10.10	10.40	10.70
Step 3	10.60	10.90	11.20
Step 4	11.10	11.40	11.70
Step 5	11.80	12.10	12.40

Note: Any employee assigned temporary maintenance shall be paid an additional one dollar (\$1.00) per hour for all hours worked as temporary maintenance.

2. Plan A For Employees Needing Health Insurance
- a. MESSA Supercare I. The employee will pay a deductible of \$50 or \$100, whichever is applicable.
 - b. Delta Dental Plan: 80/80/80 - \$1,500 with Child Ortho
 - c. Vision: VSP-3
 - d. Long Term Disability: 60%
\$2,500 Maximum
90 Calendar Days-Modified Fill
Social Security Freeze
Alcoholism/Drug - 2 years
Mental/Nervous - 2 years
 - e. Negotiated Life: \$20,000 (AD & D)

Note: All new part-time employees hired after July 1, 1994 will receive the MESSA 250/20 health insurance plan instead of MESSA Super Care I. Any part-time employee hired after July 1, 1994 that moves to a full-time position will receive the MESSA Super Care I health insurance coverage.

- Plan B For Employees Not Needing Health Insurance
- a. Delta Dental Plan: 80/80/80 - \$1,500 with Child Ortho
 - b. Vision: VSP-3
 - c. Long Term Disability: 60%
\$2,500
90 Calendar Days-Modified Fill
Social Security Freeze
Alcoholism/Drug - 2 years
Mental/Nervous - 2 years
 - d. Negotiated Life: \$30,000 (AD &D)

In addition, Plan B participants will receive option dollars for additional fringe benefits equivalent to \$100 per month for full-time employees for 1993-94, \$110 per month for full-time employees for 1994-95 and \$115 per month for full-time employees for 1995-96.

Option amounts may be applied as follows:

- 1. Annuities:
 - a. MEA Financial Services
 - b. Farm Bureau
 - c. Lincoln National Life
- 2. Those options as listed on the MESSA insurance application form.

SCHEDULE C

WAGES AND FRINGE BENEFITS FOR PARAPROFESSIONALS

I. Hourly Wages

Wages and Fringe Benefits For Teacher Assistants

	1993-94	1994-95	1995-96
Step 1	\$7.21	\$7.51	\$7.81
Step 2	7.61	7.91	8.21
Step 3	8.11	8.41	8.71
Step 4	8.61	8.91	9.21
Step 5	9.31	9.61	9.91

Wages For Library and Academic Assistants

	1993-94	1994-95	1995-96
Step 1	\$8.01	\$8.31	\$8.61
Step 2	8.41	8.71	9.01
Step 3	8.91	9.21	9.51
Step 4	9.41	9.71	10.01
Step 5	10.11	10.41	10.71

Wages For Student Monitor Assistant

	1993-94	1994-95	1995-96
Step 1	\$5.00	\$5.30	\$5.60
Step 2	5.40	5.70	6.00
Step 3	5.80	6.10	6.40
Step 4	6.20	6.50	6.80
Step 5	6.60	6.90	7.20

2. Plan A For Employees Needing Health Insurance
- a. MESSA Supercare I. The employee will pay a deductible of \$50 or \$100, whichever is applicable.
 - b. Delta Dental Plan: 80/80/80 - \$1,500 with Child Ortho
 - c. Vision: VSP-3
 - d. Long Term Disability: 60%
\$2,500 Maximum
90 Calendar Days-Modified Fill
Social Security Freeze
Alcoholism/Drug - 2 years
Mental/Nervous - 2 years
 - e. Negotiated Life: \$20,000 (AD & D)

Note: All new part-time employees hired after July 1, 1994 will receive the MESSA 250/20 health insurance plan instead of MESSA Super Care I. Any part-time employee hired after July 1, 1994 that moves to a full-time position will receive the MESSA Super Care I health insurance coverage.

Plan B For Employees Not Needing Health Insurance
a. Delta Dental Plan: 80/80/80 - \$1,500 with Child Ortho
b. Vision: VSP-3

c. Long Term Disability: 60%
\$2,500
90 Calendar Days-Modified Fill
Social Security Freeze
Alcoholism/Drug - 2 years
Mental/Nervous - 2 years

d. Negotiated Life: \$30,000 (AD &D)

In addition, Plan B participants will receive option dollars for additional fringe benefits equivalent to \$100 per month for full-time employees for 1993-94, \$110 per month for full-time employees for 1994-95 and \$115 per month for full-time employees for 1995-96.

Option amounts may be applied as follows:

1. Annuities:
 - a. MEA Financial Services
 - b. Farm Bureau
 - c. Lincoln National Life
2. Those options as listed on the MESSA insurance application form.

3. Working Per Day	Employer Will Pay
0 to 1.9 hours	25%
From 2 to 3.9 hours	50%
From 4 to 5.9 hours	75%
6 hours or more	100%

SCHEDULE D

WAGES AND FRINGE BENEFITS FOR FOOD SERVICE

I. Hourly Wages

	Wages For Food Service - Part-Time		
	1993-94	1994-95	1995-96
Step 1	\$6.70	\$7.00	\$7.30
Step 2	7.10	7.40	7.70
Step 3	7.60	7.90	8.20
Step 4	8.10	8.40	8.70
Step 5	8.80	9.10	9.40

	Wages For Food Service - Full-Time, Cashier and Lead Cooks		
	1993-94	1994-95	1995-96
Step 1	\$7.20	\$7.50	\$7.80
Step 2	7.60	7.90	8.20
Step 3	8.10	8.40	8.70
Step 4	8.60	8.90	9.20
Step 5	9.30	9.60	9.90

Note: Lead cooks shall be paid an additional \$.50 per hour.

2. Plan A For Employees Needing Health Insurance
- a. MESSA Supercare I. The employee will pay a deductible of \$50 or \$100, whichever is applicable.
 - b. Delta Dental Plan: 80/80/80 - \$1,500 with Child Ortho
 - c. Vision: VSP-3
 - d. Long Term Disability: 60%
\$2,500 Maximum
90 Calendar Days-Modified Fill
Social Security Freeze
Alcoholism/Drug - 2 years
Mental/Nervous - 2 years
 - e. Negotiated Life: \$20,000 (AD & D)

Note: All new part-time employees hired after July 1, 1994 will receive the MESSA 250/20 health insurance plan instead of MESSA Super Care I. Any part-time employee hired after July 1, 1994 that moves to a full-time position will receive the MESSA Super Care I health insurance coverage.

- Plan B For Employees Not Needing Health Insurance
- a. Delta Dental Plan: 80/80/80 - \$1,500 with Child Ortho
 - b. Vision: VSP-3

- c. Long Term Disability: 60%
 \$2,500
 90 Calendar Days-Modified Fill
 Social Security Freeze
 Alcoholism/Drug - 2 years
 Mental/Nervous - 2 years

- d. Negotiated Life: \$30,000 (AD &D)

In addition, Plan B participants will receive option dollars for additional fringe benefits equivalent to \$100 per month for full-time employees for 1993-94, \$110 per month for full-time employees for 1994-95 and \$115 per month for full-time employees for 1995-96.

Option amounts may be applied as follows:

- 1. Annuities:
 - a. MEA Financial Services
 - b. Farm Bureau
 - c. Lincoln National Life
- 2. Those options as listed on the MESSA insurance application form.

3. Working Per Day	Employer Will Pay
0 to 1.9 hours	25%
From 2 to 3.9 hours	50%
From 4 to 5.9 hours	75%
6 hours or more	100%

SCHEDULE E

WAGES AND FRINGE BENEFITS FOR SECRETARIES

I. Hourly Wage

	1993-94	1994-95	1995-96
Step 1	\$8.15	\$8.45	\$8.75
Step 2	8.55	8.85	9.15
Step 3	9.05	9.35	9.65
Step 4	9.55	9.85	10.15
Step 5	10.25	10.55	10.85

2. Plan A For Employees Needing Health Insurance
- a. MESSA Supercare I. The employee will pay a deductible of \$50 or \$100, whichever is applicable.
 - b. Delta Dental Plan: 80/80/80 - \$1,500 with Child Ortho
 - c. Vision: VSP-3
 - d. Long Term Disability: 60%
\$2,500 Maximum
90 Calendar Days-Modified Fill
Social Security Freeze
Alcoholism/Drug - 2 years
Mental/Nervous - 2 years
 - e. Negotiated Life: \$20,000 (AD & D)

Note: All new part-time employees hired after July 1, 1994 will receive the MESSA 250/20 health insurance plan instead of MESSA Super Care I. Any part-time employee hired after July 1, 1994 that moves to a full-time position will receive the MESSA Super Care I health insurance coverage.

- Plan B For Employees Not Needing Health Insurance
- a. Delta Dental Plan: 80/80/80 - \$1,500 with Child Ortho
 - b. Vision: VSP-3
 - c. Long Term Disability: 60%
\$2,500
90 Calendar Days-Modified Fill
Social Security Freeze
Alcoholism/Drug - 2 years
Mental/Nervous - 2 years
 - d. Negotiated Life: \$30,000 (AD & D)

In addition, Plan B participants will receive option dollars for additional fringe benefits equivalent to \$100 per month for full-time employees for 1993-94, \$110 per month for full-time employees for 1994-95 and \$115 per month for full-time employees for 1995-96.

Option amounts may be applied as follows:

1. Annuities:
 - a. MEA Financial Services
 - b. Farm Bureau
 - c. Lincoln National Life
2. Those options as listed on the MESSA insurance application form.

SCHEDULE F

WAGES AND FRINGE BENEFITS FOR MECHANICS

I. Hourly Wages

	Wages For Mechanic		
	1993-94	1994-95	1995-96
Step 1	\$9.37	\$9.67	\$9.97
Step 2	9.77	10.07	10.37
Step 3	10.27	10.57	10.87
Step 4	10.77	11.07	11.37
Step 5	11.47	11.77	12.07

	Wages For Assistant Mechanic		
	1993-94	1994-95	1995-96
Step 1	\$8.87	\$9.17	\$9.47
Step 2	9.27	9.57	9.87
Step 3	9.77	10.07	10.37
Step 4	10.27	10.57	10.87
Step 5	10.97	11.27	11.57

2. Plan A

For Employees Needing Health Insurance

- a. MESSA Supercare I. The employee will pay a deductible of \$50 or \$100, whichever is applicable.
- b. Delta Dental Plan: 80/80/80 - \$1,500 with Child Ortho
- c. Vision: VSP-3
- d. Long Term Disability: 60%
 - \$2,500 Maximum
 - 90 Calendar Days-Modified Fill
 - Social Security Freeze
 - Alcoholism/Drug - 2 years
 - Mental/Nervous - 2 years
- e. Negotiated Life: \$20,000 (AD & D)

Note: All new part-time employees hired after July 1, 1994 will receive the MESSA 250/20 health insurance plan instead of MESSA Super Care I. Any part-time employee hired after July 1, 1994 that moves to a full-time position will receive the MESSA Super Care I health insurance coverage.

Plan B

For Employees Not Needing Health Insurance

- a. Delta Dental Plan: 80/80/80 - \$1,500 with Child Ortho
- b. Vision: VSP-3
- c. Long Term Disability: 60%
 - \$2,500
 - 90 Calendar Days-Modified Fill
 - Social Security Freeze
 - Alcoholism/Drug - 2 years
 - Mental/Nervous - 2 years
- d. Negotiated Life: \$30,000 (AD & D)

In addition, Plan B participants will receive option dollars for additional fringe benefits equivalent to \$100 per month for full-time employees for 1993-94, \$110 per month for full-time employees for 1994-95 and \$115 per month for full-time employees for 1995-96.

Option amounts may be applied as follows:

1. Annuities:
 - a. MEA Financial Services
 - b. Farm Bureau
 - c. Lincoln National Life
2. Those options as listed on the MESSA insurance application form.

APPENDIX A

REED CITY AREA PUBLIC SCHOOLS Reed City, Michigan

JOB DESCRIPTION

POSITION: Bus Driver

Specific Responsibilities:

1. Conduct a pre-trip inspection of school bus prior to every trip.
2. Use established bus routes and designated bus stops.
3. Operate the bus on the approved time schedule.
4. Report bus accidents and pupil injuries to supervisor and/or proper authorities.
5. Conduct emergency evacuation drills in keeping with state and school policies.
6. Instruct passengers regarding their safety responsibilities.
7. Drive defensively under varying traffic conditions and inclement weather.
8. Drive with the safety of the students as the first priority.
9. Report personal absences in time for the supervisor to secure a substitute driver.
10. Perform bus housekeeping duties inside/outside and make sure back window and rear lights are kept clean daily.
11. Fill fuel tank and add to fluid levels as needed.
12. Report bus defects to mechanic via proper forms. If major, report to mechanic in person also.
13. Establish favorable working relationships with other drivers, mechanics and complete school staff.
14. Exhibit positive image as a loyal representative of the Reed City Area Public Schools.
15. Sound moral character.

Specific Performance Abilities:

- *1. Pass Department of Education physical every year.
- *2. Maintain all requirements by State of Michigan to be certified to drive a school bus.
- *3. Maintain a commercial drivers license: chauffeur/BP with air brake endorsements at a minimum.
- *4. Pass periodic driving record review (disqualified at six (6) points or for other serious violations).
- *5. Pass Michigan Department of Education state entry level bus driver class.
- *6. Pass experienced bus driver training of six (6) hours every two (2) years by a Michigan Department of Education instructor.
7. Operate all vehicles used in transporting pupils in the district.
8. Demonstrate knowledge of rules and regulations promulgated by local, state and federal authorities.

*Denotes requirements to keep certification.
Drivers must keep themselves fully certified.

REED CITY AREA PUBLIC SCHOOLS
Reed City, Michigan

JOB DESCRIPTION

POSITION: Custodian

MINIMUM QUALIFICATIONS:

1. High School graduate.
2. Self-motivated.
3. Good organizational skills.
4. Mechanically inclined.
5. Must be able to read, write and understand literature relating to custodial operations.
6. Must be able to express himself both orally and in writing.
7. Must relate well with co-workers, students, staff and community.
8. Must be capable of some heavy lifting (50 pounds).
9. Must be willing to attend seminars/classes to upgrade knowledge in the custodial field.
10. Must promote high safety standards at all times.
11. A physical examination is required.
12. Sound moral character.

REPORTS TO: Maintenance and Custodial Supervisor

COORDINATES WITH:

1. Building Administrators
2. Building Staffs

SPECIFIC DUTIES AND RESPONSIBILITIES

1. Clean all buildings, furnishing and grounds.
2. Perform minor maintenance in assigned areas, to include repair to pencil sharpeners, tightening and replacing bolts, screws, changing lamps, etc.
3. Set up and use ladders and scaffolding not to exceed 12'.
4. Lawn and grounds care with hand and power tools, including riding mowers, walk-behind mowers, vacuums, edge trimmers, blowers, rakes, shovels (excluding tractors). The use of power equipment is limited to the school year, excluding walk-behind power mowers.
5. Assist maintenance in lining ball fields.
6. Clean sidewalks.
7. Promote high safety standards at all times.

REED CITY AREA PUBLIC SCHOOLS
Reed City, Michigan

JOB DESCRIPTION

POSITION: Maintenance

MINIMUM QUALIFICATIONS:

1. High School graduate.
2. Self-motivated.
3. Good organizational skills.
4. Mechanically inclined.
5. Must be able to read, write and understand literature relating to maintenance of buildings and equipment, blueprints, wiring diagrams, field orders, etc.
6. Must be able to express himself both orally and in writing.
7. Must relate well with co-workers, students, staff, community and contractors.
8. Must be capable of some heavy lifting (50 pounds).
9. Must be able to work from ladders and scaffolding up to 40' in height.
10. Must be willing to attend seminars/classes to upgrade his/her knowledge in the maintenance field.
11. Must promote high safety standards at all times.
12. Must have some training/knowledge of any or all of the following: electrical, plumbing, carpentry, boilers, painting, equipment operation.
13. A physical examination is required.
14. Must be on 24-hour call.
15. Sound moral character.

REPORTS TO: Maintenance and Custodial Supervisor

COORDINATES WITH:

1. Building Administrators
2. Building Staffs

SPECIFIC DUTIES AND RESPONSIBILITIES

1. All electrical work.
2. All plumbing/sewer work.
3. Painting.
4. Carpentry.
5. Glazing.
6. Boiler repair and cleaning.
7. Snow removal with truck/tractor.
8. Operate tractors.

REED CITY AREA PUBLIC SCHOOLS
Reed City, Michigan

JOB DESCRIPTION

POSITION: Academic Assistant

MINIMUM QUALIFICATIONS:

1. High school graduate
2. At least two years of college education; teacher certification preferred
3. Sound moral character
4. Demonstrate strong verbal and written communication skills that include correct usage of standard English grammar, sentence structure, punctuation and vocabulary
5. Demonstrate ability to accurately and expediently perform math skills comparable to those related to job assignment
6. Ability to control high school students in an academic setting
7. Ability to effectively communicate both verbally and in writing with students, teachers, staff and parents
8. Demonstrate the ability to type and/or use a computer for word processing
9. Seek opportunities to expand and improve skills related to job assignment
10. Self-motivated

REPORTS TO: School Principal

COORDINATES WITH:

1. Teaching staff
2. Counselors
3. Secretaries
4. Other Staff
5. Parents

GENERAL DUTIES AND RESPONSIBILITIES:

1. To operate/supervise a study hall with a learning environment conducive to developing study habits in young people

SPECIFIC DUTIES AND RESPONSIBILITIES:

1. Provide attendance report to office
2. Keep accurate attendance records regarding absences and tardies
3. Assist students with academic assignments
4. Supervise test-giving for teachers

REED CITY AREA PUBLIC SCHOOLS
Reed City, Michigan

JOB DESCRIPTION

POSITION: Library Assistant

MINIMUM QUALIFICATIONS:

1. High school graduate.
2. Sound moral character.
3. Good work habits.
4. Demonstrate good verbal and written communication skills.
5. Enjoys working with age-appropriate children.
6. Able to work cooperatively with staff.
7. Good organizational abilities.
8. Self-motivated, enthusiastic, positive attitude.
9. Enjoys books and possesses ability to read orally and appropriately.
10. Library training or experience desirable.

REPORTS TO: Building Principal

COORDINATES WITH: Teaching Staff

GENERAL DUTIES AND RESPONSIBILITIES:

1. Plan, prepare and introduce library skills to each grade level at the school.
2. Coordinate with teaching staff to develop recommendations for library book purchases.
3. Maintain physical care of the library exclusive of the custodial work.
4. Complete an inventory of library materials on a regular basis, assist with the annual inventory of supplies and prepare lists of missing books and books to be discarded.
5. Maintain files of catalogue cards, vertical file material and publishers' catalogs.
6. Assist teachers and students in selecting books and materials.
7. Write notices concerning overdue and/or damaged books and collect fines for such books as necessary.
8. Make simple repairs on damaged books and process more severely damaged books for repair.
9. Process and shelve incoming books and magazines.
10. Maintain the facility in a atmosphere conducive to library usage and oversee the general neatness and attractiveness of the library and its displays.
11. Read to small groups of students.
12. Assist in maintaining proper student discipline.
13. Perform other duties and responsibilities that are appropriate for this position.

REED CITY PUBLIC SCHOOLS
Reed City, Michigan

JOB DESCRIPTION

POSITION: Teacher Assistant

MINIMUM QUALIFICATIONS:

1. High school graduate.
2. Sixty (60) college-level semester hours or equivalent experience/training.
3. Sound moral character.
4. Demonstrate good verbal and written communication skills.
5. Enjoys working with age-appropriate children.
6. Willingness to work cooperatively with staff.
7. Good organizational abilities.
8. Self-motivated.

REPORTS TO: School Principal or Program Administrator

COORDINATES WITH:

1. Teaching Staff
2. Chapter One Reading and Math Coordinators

GENERAL DUTIES AND RESPONSIBILITIES:

1. Follow the instructional goals set up by the classroom teacher.
2. Support the teacher in classroom-related activities.
3. Supervise students in the cafeteria.
4. Supervise students on the playground.
5. Supervise students in the study hall.
6. May be required to use copy machine, VCR, other audio-visual equipment, typewriter or computer.

SPECIFIC DUTIES AND RESPONSIBILITIES:

Specific duties and responsibilities will be developed on a building-by-building basis in a consultation meeting.

REED CITY AREA PUBLIC SCHOOLS
Reed City, Michigan

JOB DESCRIPTION

POSITION: Student Monitor Assistant

MINIMUM QUALIFICATIONS:

1. High school graduate.
2. Sound moral character.
3. Self-motivated.
4. Effective in promoting positive behavior with upper elementary (grades 4 and 5) and middle school (grades 6-8) students.
5. Ability to work cooperatively.

REPORTS TO: Building Principal

COORDINATES WITH: Principal and Office Staff

GENERAL DUTIES AND RESPONSIBILITIES:

Assist in insuring the successful daily operation of the school by performing such duties and responsibilities appropriate to the lunch assistant position.

SPECIFIC DUTIES AND RESPONSIBILITIES:

Recess and playground duties: Supervising students during morning recess (grades 4 and 5) and lunch recess (grades 4,5, 6, 7 and 8), both indoors and outdoors, in accordance with the school's playground policy, rules and disciplinary procedures; completing accident reports in an expedient manner.

4/94

REED CITY PUBLIC SCHOOLS
Reed City, Michigan

JOB DESCRIPTION

POSITION: Full-Time Cook

GENERAL QUALIFICATIONS:

1. High school graduate
2. Sound moral character
3. Self-motivation
4. Be able to do occasional heavy lifting (at least fifty pounds)

REPORTS TO: Food Service Supervisor

COORDINATES WITH:

1. Food Service Supervisor

GENERAL DUTIES AND RESPONSIBILITIES:

1. Prepare food for school-wide lunch program.
2. Set up salad bar.
3. Load truck for other schools
4. Do cooking, serving and "ala carte" items.
5. Take money for lunch at high school.

SPECIFIC DUTIES AND RESPONSIBILITIES:

1. Clean cafeteria, tables and chairs and do mopping.
2. Take out garbage.
3. Take care of leftover food.
4. Do dishes.
5. Clean steam table.
6. Sweep and mop the kitchen.
7. Unload and store food deliveries.
8. Other responsibilities as assigned by the supervisor.

REED CITY AREA PUBLIC SCHOOLS
Reed City, Michigan

JOB DESCRIPTION

POSITION: Part-Time Cook

GENERAL QUALIFICATIONS:

1. High school graduate
2. Sound moral character
3. Self-motivated
4. Able to do occasional heavy lifting (at least fifty pounds)

REPORTS TO: Food Service Supervisor

COORDINATES WITH:

1. Food Service Supervisor
2. Head Cooks

GENERAL DUTIES AND RESPONSIBILITIES:

1. Pack supplies.
2. Unload truck.
3. Set up for lunch.
4. Serve lunch.

SPECIFIC DUTIES AND RESPONSIBILITIES

1. Wash tables and clean up spilled trays.
2. Take care of salad bar.

4/94

REED CITY AREA PUBLIC SCHOOLS
Reed City, Michigan

JOB DESCRIPTION

POSITION: Part-Time Cashier/Clerk

GENERAL QUALIFICATIONS:

1. High school graduate
2. Sound moral character
3. Self-motivated
4. Able to do occasional heavy lifting (at least fifty pounds)
5. Prior cashier/clerk experience or training is desirable
6. Should be bondable
7. Able to handle cash and make change

REPORTS TO: Food Service Supervisor

COORDINATES WITH:

1. Food Service Supervisor

GENERAL DUTIES AND RESPONSIBILITIES:

1. Collect and count lunch and al la carte monies.
2. Operate electronic cash register and balance out cash.
3. Check off elementary students on lists provided by Philips School (1992-93 school year only).
4. Other responsibilities as assigned by supervisor.

Comment: Training on the Sharp Model ER-2386 electronic cash register will be provided prior to commencement of job for the applicant selected.

REED CITY AREA PUBLIC SCHOOLS
Reed City, Michigan

JOB DESCRIPTION

POSITION: Senior High Food Service/Mail Delivery Truck Driver

GENERAL QUALIFICATIONS:

1. High school graduate
2. Sound moral character
3. Self-motivation
4. Be able to do heavy lifting (at least fifty pounds)
5. Good driving record

REPORTS TO: Food Service Supervisor

COORDINATES WITH:

1. Food Service Supervisor
2. Full-Time Cooks
3. Part-Time Cooks
4. Central Office

SPECIFIC DUTIES AND RESPONSIBILITIES:

1. Pick up truck at high school.
2. Help load truck for middle school, Norman and Hersey Elementary Schools and Head Start program.
3. Make deliveries to community education, adult education and central office.
4. Clean and refill salad bar at senior high school.
5. Clean cafeteria tables and empty baskets.
6. Reload truck at elementary schools, middle school and Head Start, then return to unload at the high school.
7. Ability to operate current equipment.
8. On days when Yoplait donates yogurt and on commodity delivery day, the starting time for the Food Service Driver will be 9:00 a.m.
9. Handle school mail as scheduled.
10. Other responsibilities as assigned by the supervisor.

REED CITY AREA PUBLIC SCHOOLS
Reed City, Michigan

JOB DESCRIPTION

POSITION: Secretary

MINIMUM REQUIREMENTS:

1. High school graduate.
2. Have work experience in secretarial, clerical and office procedures, along with basic knowledge of computers.
3. Possess the ability to effectively communicate with people verbally and in writing.
4. Possess ability to cooperatively and collaboratively work with others.
5. Be willing to learn new skills and developments in the area of school operations and education in general.
6. Be of sound moral character.

REPORTS TO: Building and/or Program Administrator

COORDINATES WITH:

1. Superintendent
2. Administrators
3. Teaching Staff
4. All Support Staff

GENERAL QUALIFICATIONS AND SKILLS:

1. Typing (using a typewriter or computer), with ability to:
 - A. Set up and type a form letter or memo.
 - B. Complete a standardized typing test at 55-60 WPM, 3 or less errors (one error equaling three WPM) at a testing center.
2. Basic bookkeeping knowledge, with ability to:
 - A. Perform basic addition, subtraction, multiplication and division problems in long-hand form.
 - B. Perform story problems.
 - C. Demonstrate working knowledge of a calculator as specified in a test at a testing center.
3. Knowledge of proper telephone procedures and etiquette:
 - A. The ability to represent yourself and the Reed City Area Public Schools in a positive manner.
 - B. The ability to take and relay messages in an appropriate and timely manner.

REED CITY AREA PUBLIC SCHOOLS
Reed City, Michigan

JOB DESCRIPTION

POSITION: Head Mechanic

Qualifications:

1. High school diploma.
2. Advanced technical training, either through trade school or college programs, in both gas and diesel powered vehicles.
3. Four (4) years of experience in heavy truck and/or bus repair.
4. Demonstrated success in working harmoniously with the public and school employees.
5. Positive recommendations by former employer(s).
6. Experience in body and chassis, electrical systems, fuel systems, and drive train operation.
7. Possess certification per Public Act 187 of the School Code to operate a Michigan school bus.
8. A combination of the above qualifications and experience as the Board of Education may find appropriate and acceptable.

Reports to: Transportation Supervisor

Job Goal: To maintain the transportation vehicles in a safe operating condition in conformance with local, county, state and federal requirements.

Major Duties and Responsibilities (may include, but are not limited to):

1. Maintain a current inventory of parts and supplies.
2. Promote high standards of safety and good housekeeping methods in all work-related areas.
3. Must be able to perform all duties and responsibilities of Head Mechanic and Assistant Mechanic and must be able to perform all repairs needed on any vehicle in the school system.
4. Must be able to gas and electric weld.
5. Must be able to trouble-shoot and repair air brake systems.
6. Must be responsible for school system property and securing all transportation buildings and vehicles.
7. Repair all cooling systems, engines, transmissions, transmission service, electrical systems, braking systems, drive trains, etc.
8. Record all repairs on bus file.
9. Must perform duties of Assistant Mechanic in his absence or when workload necessitates.
10. Wash buses.
11. Perform minor body repair.
12. Perform any other tasks assigned by the Transportation Supervisor which are appropriate.

REED CITY AREA PUBLIC SCHOOLS
Reed City, Michigan

JOB DESCRIPTION

POSITION: Assistant Mechanic

Qualifications:

1. High school diploma.
2. Four (4) years of experience in heavy truck and/or bus repair.
3. Possess certification per Public Act 187 of the School Code to operate a Michigan school bus.
4. Possess a working knowledge of cooling systems, fuel systems, electrical systems of gas and diesel buses.
5. A combination of the above qualifications and experience as the Board of Education may find appropriate and acceptable.

Reports to: Transportation Supervisor

Job Goal: To maintain the transportation vehicles in a safe operating condition in conformance with local, county, state and federal requirements.

Major Duties and Responsibilities (may include, but are not limited to):

1. Grease, oil and change filters of fleet of school vehicles.
2. Perform preventive maintenance and safety inspections as vehicle is serviced.
3. Perform summer maintenance inspection.
4. Repair seats and replace seat covers as necessary.
5. Electrical work.
6. Share the responsibilities of maintaining a clean and well-organized garage.
7. Adjust brakes, tighten belts, etc.
8. Repair replace exhaust systems.
9. Wash buses.
10. Record all major maintenance on bus file.
11. Work with or in place of Head Mechanic when necessary.
12. Perform any other tasks assigned by the Transportation Supervisor which are appropriate.

REED CITY AREA PUBLIC SCHOOLS
Reed City, Michigan

JOB DESCRIPTION

POSITION Student Assistance Coordinator

MINIMUM QUALIFICATIONS:

1. High school graduate.
2. At least two years of college education; experience in budgeting preferred.
3. Sound moral character.
4. Demonstrate strong verbal and written communication skills that include correct usage of standard English grammar, sentence structure, punctuation and vocabulary.
5. Demonstrates ability to use computer.
6. Ability to effectively communicate both verbally and in writing with students, teachers, staff and parents.
7. Seeks opportunities to expand and improve skills related to the job description.
8. Self-motivated.

REPORTS TO: School Principal

COORDINATES WITH:

1. Teaching Staff
2. Counselor
3. Other Staff
4. Parents
5. Local agencies, both state and federal

GENERAL DUTIES AND RESPONSIBILITIES:

1. Coordinates Drug Awareness Program.
2. Resource person for the school district.
3. Liaison with other agencies (local, state and federal).
4. Participates in the referral process of the student assistance program.
5. Participates in the budgeting process for the student assistance program.

SPECIFIC DUTIES AND RESPONSIBILITIES:

1. Organizes/facilitates Drug Awareness Week.
2. Works closely with counselor, teachers, administration and staff in handling individual referrals.

3. School district representative at appropriate meetings of agencies participating in student assistance program activities.
4. Assist students by referring them to appropriate agencies for help or assistance.
5. Responsible for administering the budget for student assistance.
6. Be aware of all school district policies and procedures that pertain to this area.
7. Keep records of meetings/contacts as necessary.

5/94

APPENDIX B
EVALUATION FORM

EMPLOYEE: _____ DATE: _____

PRESENT POSITION HELD: _____

LENGTH OF TIME IN PRESENT POSITION: _____

LENGTH OF TIME EMPLOYED: _____

I. Job Description Areas

A. Describe the member's performance in terms of quality of job responsibilities as related to the job description.

B. Describe the member's strong point(s) in regard to performance of job description responsibilities.

C. Describe the areas of the member's performance requiring improvement, if any, according to the job description responsibilities.

D. If needed, list the plan for potential improvement and the timetable including follow-up.

II. Considering all of the above factors, the overall performance of the member is:

_____ Satisfactory _____ Unsatisfactory

III. Comments (to be used by the evaluator if there is a need to make any other comments covered by the above, such as attendance or punctuality).

This performance appraisal has been completed, and I have reviewed this completed form with my evaluator.

* Signature of Bargaining Unit Member

Date

Signature of Evaluator

Date

* Signature does not necessarily indicate agreement or disagreement.

Next Scheduled Review: _____

APPENDIX C

LETTER OF AGREEMENT

The parties hereby agreed that in lieu of the tie-breaking method of casting lots for establishing seniority that is described in Article 6, Section A, the following method shall be used as of July 1, 1994:

In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by using the last three digits of the employee's social security number. The employee with the higher number shall be placed above the employee(s) with which the tie occurred. In the event more than one employee transfers into another bargaining unit position in the same classification on the same date, the classification seniority among the tied employees will be determined by whomever has the most district seniority.

For the Association:

Gary A. Lewis
Amouthe E. Robb

Date: March 14, 1994

For the Board of Education:

James R. White
Mark J. Eschberg

Date: March 14, 1994

APPENDIX D

LETTER OF UNDERSTANDING

1. In implementation of Article 13-G, the parties hereby agree that those five employees currently being paid at a higher rate will continue at that rate until August 15, 1994. On August 16, 1994, they will be placed on Step 4. On August 16, 1995, they will be placed on Step 5, which shall become their joint anniversary date for step movement on the salary schedule. All other salary adjustments that take place in the contract year will occur the same as for all other employees.

Bob Hale, Ruth London and Gene Bolyard shall have five (5) days of vacation until August 16, 1994. At that time they shall have acquired six (6) more vacation days. Dave Battle and Guy Lewis, whose anniversary date precedes the other three, shall be treated as having earned six (6) days in the fall of 1993, and be eligible for eleven (11) days in the fall of 1994.

2. In Article II-D, the reference to work on Saturdays and Sundays is for full-time employees.
3. Teacher assistant job qualifications will be re-defined for employees entering this classification after July 1, 1994. All current teacher assistants will be continued under the job qualification in effect when they entered that classification.
4. The parties hereby agree that any Association member who has left the teacher assistant classification is grandfathered under the former minimum qualifications.
5. The parties hereby agree that in the implementation of Article 14, vacation pay calculations for those leaving the system will be pro-rated for the period between their anniversary date and the date of their resignation/termination.
6. Student assistance coordinator job descriptions/pay/benefits will be negotiated by the two parties.

For the Association:

Guy A. Lewis
Ann Marie E. Cobb

Date: March 14, 1994

For the Board:

James R. White
Paul J. Eckerling

Date: March 14, 1994

