6/30/94

Jeese Public Schoole

## AGREEMENT

between

## REESE PUBLIC SCHOOL DISTRICT

and

## REESE PROFESSIONAL SUPPORT PERSONNEL ASSOCIATION

MEA/NEA

July 1, 1991 - June 30, 1994

Michigan State University LABOR AND INDUSTRIAL RELATIONS LIBRARY

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#### AGREEMENT

Entered into this 1st day of July, 1991, between the Board of Education of the Reese Public School District, Reese, Michigan, hereinafter called the "Board," and the Reese Professional Support Personnel Association, Michigan Education Association, National Education Association, hereinafter referred to as the "Union."

#### ARTICLE I PURPOSE

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

#### ARTICLE II

## NON-DISCRIMINATION

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

#### ARTICLE III RECOGNITION

Pursuant to and in accordance with the applicable provisions of Act 379, Public Acts of 1965 as amended, the Board recognizes the Union as the sole and exclusive bargaining agent for all members of the unit which includes: Building Engineer - Bus Maintenance, Custodian (Leader), Custodians, but excluding: all administrators, supervisors, professional, clerical, cafeteria, bus drivers and all other employees.

#### ARTICLE IV UNION SECURITY

- A. It shall be a condition of employment that all employees of the Board covered by this Agreement:
  - 1. Become members of the Union on or before the thirty-first (31st) day following the effective date of this Agreement on or before the thirty-first (31st) day following the beginning of their employment with the Board; or
  - Execute an authorization for the deduction of a service fee equivalent to the dues of the Union on or before the thirty-first (31st) day following the effective date of this Agreement or on or before the thirty-first (31st) day following the beginning of their employment with the Board.

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

### ARTICLE V CHECK-OFF

- A. The Board shall have no responsibility for the collection of membership dues and special assessments or any other deductions not in accordance with this provision.
- B. A properly executed authorization form for check-off of dues or the equivalent thereof must be received by the Board from the employee for whom the Union membership dues or the equivalent therefore is being deducted before any payroll deductions are made. Deductions shall be made thereafter only after authorization for check-off forms have been properly executed and are in effect.
- C. Check-off under all properly executed forms shall become effective at the time the application is tendered to the Board or its designated representative and shall be deducted from the first (lst) pay of the month and each month thereafter throughout the term of this Agreement.
- D. Such dues and service fees as deducted shall be forwarded to the Union forthwith.
- E. An employee shall cease to be subject to check-off deductions beginning the month immediately following the month in which he is no longer a member of the bargaining unit as defined in Article III. The Union will be notified by the Board or its designated representative of the names of such employees.
- F. The Board shall not be liable for the Union by reason of the requirement

of this Article for the remittance or payment of any sum other than that constituting the actual deductions made from wages by employees.

- G. Any dispute arising as to an employee's good standing with the Union in regards to payment of monthly membership dues or service fees shall be reviewed by a designated representative of the Board and a representative of the Union, and if not resolved, may be referred to the Grievance Procedure; however, the employee may be retained at work while the dispute is being resolved.
- H. The Union will furnish the Board or its designated representative with the names of all employees paying dues directly to the Union and it will update any changes on a monthly basis.
- I. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Board or in reliance upon signed authorization cards or lists furnished to the Board by the Union for the purpose of payroll deduction of dues.

### ARTICLE VI VACATIONS

- A. Vacations will be granted to permanent full-time employees subject to the following conditions:
  - 1. Vacations will be normally taken during the summer months and an employee's vacation schedule must have the approval of the Board or its designated representative.
  - 2. Employees shall not be entitled to take any vacation until they have completed their probationary period.
  - 3. To be eligible for a vacation, an employee must have worked eighty (80%) per cent of his regularly scheduled working hours.
  - 4. An eligible employee hired between January 1, and April 1, shall receive a one (1) week vacation during the current year.
  - 5. An eligible employee hired on or after April 1, but prior to January 1, shall receive a two (2) week vacation during the subsequent year.
  - 6. An eligible employee hired on or after April 1, but prior to January 1, and who has been employed on a full-time basis for ten (10) consecutive years, shall receive a three (3) week vacation during the subsequent year.
  - 7. If an employee is on vacation on any of the holidays provided for in this Agreement, he shall be entitled to an additional day off with pay for the holiday in connection with his vacation, or he shall receive an additional day's pay for the holiday, at the discretion of the Board or its designated representative.
  - 8. An eligible employee hired on or after April 1, but prior to January 1, and who has been employed on a full-time basis for twenty-five

(25) consecutive years, shall receive sixteen (16) days vacation during the subsequent year. The employee will continue to receive one (1) additional vacation day for each consecutive year to a maximum of twenty (20) vacation days.

### ARTICLE VII NO STRIKE

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

## ARTICLE VIII BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
  - 2. To hire all employees, and subject to the provision of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms thereof are in conformance with the laws and Constitution of the State of Michigan and of the United States.
- C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

#### ARTICLE IX DISCIPLINE AND DISCHARGE

- A. When the Board feels disciplinary action is warranted, such action must be initiated within ten (10) working days from the date of the occurrence of the condition giving rise to the action or within ten (10) working days of the date is reasonable to assume that the Board became fully aware of the conditions giving rise to the discipline.
- B. The Board agrees to submit written notification of any discipline or discharge of a permanent employee to the President within three (3) working days from the date of such disciplinary action. Should said employee consider such discipline or discharge to be improper, the matter may be referred to the Grievance Procedure.
  - 1. The discipline or discharge of any probationary employee shall not be subject to the Grievance Procedure.
- C. Rules and regulations shall be adopted by the Board and made available to all employees. The following rules and regulations as adopted by the Board are currently in effect; however, additional rules or current rules may be adopted or modified periodically as conditions warrant:
  - 1. Unauthorized or excessive absence from work;
  - 2. Commitment or conviction of any criminal act;
  - 3. Conduct unbecoming any employee in the public service;
  - 4. Disorderly or immoral conduct;
  - 5. Failure to make proper provisions for liquidation of just debts;
  - Incompetency or inefficiency;
  - 7. Insubordination;
  - Bringing intoxicants or narcotics into or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever;
  - 9. Neglect of duty;
  - 10. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment;
  - 11. Violation of any lawful regulation or order made by the Board or its designated representative;
  - 12. Willful violation of any provisions of this Agreement;
  - 13. Deliberate falsification of records and reports.

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

## ARTICLE X SENIORITY

- A. A newly hired employee or an employee upon entry into the bargaining unit shall be on a probationary status for ninety (90) working days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) working day probationary period, the employee's work performance is unsatisfactory, he may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) working days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked. Upon satisfactory completion of the probationary period, the employee's seniority shall be computed ninety (90) working days retroactive from such completion date.
- B. An up-to-date seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year, and such list shall contain the employee's date of hire and classification.
- C. Seniority shall be broken for the following reasons:
  - 1. If the employee quits.
  - 2. If the employee is discharged and not reinstated through the Grievance Procedure.
  - 3. If the employee is absent over two (2) days without properly notifying the Management, unless a satisfactory reason is given.
  - 4. If the employee fails to return to work within three (3) working days after being notified to report to work, and does not give a satisfactory reason.
  - 5. If the employee is laid off for a continuous period equal to the seniority he had acquired at the time of such layoff period.
  - 6. If the employee retires.
- D. Employees shall be laid off and recalled according to their seniority in their classifications. An employee on scheduled layoff shall have the right to displace a lesser seniority employee who is in a lower classification, provided the senior employee is qualified to hold the position held by the employee.
- E. Laid-off or discharged probationary employees should not have recourse to the terms of this Agreement.
- F. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.

- G. Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his absence from his work shall be granted a leave of absence without pay for the term of such office and shall accumulate seniority during his terms of office.
- H. During his term of office, the President shall be deemed the head of the seniority lists for the purpose of layoff and recall only, provided he is qualified to do the required work. Upon termination of his term of office, he shall be returned to his regular seniority status.

#### ARTICLE XI NEW JOBS

- A. The Board shall have the right to establish, evaluate, and change obsolete jobs providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Board has the right to develop and establish such new or revised job description, specifications, rates of pay and to place them into effect. Whenever new buildings or a job is made operational, the Board shall establish the job description.
- B. The Board will notify the Union of such new or changed job and will, within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and the classification.

### ARTICLE XII LEAVES OF ABSENCE

#### A. Sick Leave

- 1. Effective July 1, 1984, each full-time permanent employee covered by this Agreement will be entitled to one (1) sick leave day per month to a total accumulation of one hundred seventy-five (175) days.
- 2. All requests for sick leave must be submitted to and approved by the Superintendent or his designated representative.
- 3. The Board, at any time, at its expense, may require an employee to submit to an examination by an independent physician.
- 4. Sick leave days accumulated prior to an approved leave of absence without pay shall be held in reserve pending the return of the employee of such leave.
- 5. Employees who leave employment of the School District except on an approved leave of absence shall forfeit all of their unused sick leave accumulation, and such time shall not be restored if any employee should later be re-employed by the Board.

#### B. Emergency Leave

- 1. Leave time which shall be deducted from sick leave accumulation shall be granted at the discretion of the Superintendent or his designated representative for the following reasons:
  - (a) Quarantine because of exposure to contagious disease which could be communicated to other employees or pupils. An approval of a physician must be presented for the entire period of absence.
  - (b) Death of a close associate, relative, or co-worker.
  - (c) Illness in the immediate family. The immediate family shall include: mother, father, husband, wife, child, adopted child, step-child.
- Leave time which shall not be deducted from sick leave accumulation shall be granted by the Superintendent or his designated representatives for the following reasons:
  - (a) If death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay for not more than a total of three (3) days.
  - (b) Definition of employee's immediate family: The employee's immediate family shall be interpreted as including: spouse, child, father, mother, sister, brother, grandfather, grandmother, grandchild.
- C. Personal Business
  - Employees will be entitled to not more than two (2) day for personal business which requires the employee's presence during the working day and is of such a nature that it cannot be attended to at a time when the employee is not at his regular working hours.
  - 2. Such time shall not be deducted from the employee's accumulated sick leave.
  - 3. An application for personal business leave containing the reasons for the leave shall be submitted to the Superintendent or his designated representative in writing, at least two (2) days in advance (except in the event of an emergency when a shorter notice may be accepted.)
- D. Records of sick leave accumulation shall be made available to the employee or the Union once a month.
- E. Leaves of absence without pay shall be granted for reasonable periods not to exceed one (1) year of time for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children, or parents living in the same house.

### ARTICLE XIII GRIEVANCE PROCEDURE

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

#### B. Procedure:

- 1. An employee having a specific grievance shall present it orally to his supervisor.
- 2. If the grievance is not settled orally, it shall be reduced to writing and presented to the employee's immediate supervisor within ten (10) working days of the act or condition that caused the grievance, specifying the specific provision of the contract that is allegedly violated, the remedy requested and signed by the aggrieved.
- 3. The immediate supervisor will answer such grievance within five (5) working days from the date it was filed in writing unless extended by mutual agreement in writing.
- 4. Unless appealed in writing to the next step within five (5) working days, such answer shall be final.
- 5. If appealed, the grievance shall be presented in writing to the Principal of the building involved, or if the subject matter of the grievance pertains to more than one building, it shall be presented in writing to the Superintendent or his designated representative.
- 6. If presented to the Principal, he shall answer such grievance in writing within five (5) working days from the date of receipt of appeal, unless extended by mutual agreement in writing.
- 7. Unless appealed to the next step within five (5) working days, such answer shall be final.
- 8. If appealed, the grievance shall be presented in writing to the Superintendent or his designated representative who will arrange for a conference with the President and/or the Business Representative in an attempt to settle the grievance.
- Said conference shall be held within ten (10) working days from the date of receipt of appeal and will be scheduled at a time mutually agreed to.

- 10. The Superintendent or his designated representative shall answer such grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.
- 11. Any appeal of a decision rendered by the Superintendent shall be presented to the Board within five (5) working days and the Board shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent was not satisfactory.
- 12. Said conference shall be held within ten (10) working days from the date of receipt of appeal unless extended by mutual agreement.
- 13. The Board or its designated representative shall answer such grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement.
- 14. If in the event a grievance is not satisfactorily settled at the above step within fifteen (15) days of such decision, either party may submit the grievance to binding arbitration. If in the event the parties are unable to agree on an arbitrator within seven (7) working days from the date of appeal, the appealing party may within fourteen (14) days from the date of appeal submit the grievance to the American Arbitration Association for the selection of an arbitrator in accordance with their rules.
- 15. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments thereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto or to specify the terms of a new agreement or to substitute his discretion for that of the parties hereto or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto to the parties without decision. The cost of the arbitrator under this paragraph shall be divided equally between the Board and the Union.
- 16. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

#### ARTICLE XIV HOLIDAYS

- A. Employees shall be paid as hereinafter provided for: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day following Thanksgiving Day, December 24th, Christmas Day and December 31st, providing they meet the following eligibility rules:
  - 1. The employee is a permanent employee as of the date of the holiday.

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

#### ARTICLE XV HOSPITALIZATION

A. The Board of Education will provide, at its expense, the following insurance options to each full-time employee.

OPTION A - MESSA-PAK Health Negotiated Life Vision

Super Care I \$20,000 with AD&D VSP-1 75/75

OPTION B - MESSA-PAK Negotiated Life Vision Dental

Dental

\$20,000 with AD&D VSP-1 75/75

B. If both a husband and wife are covered by this Agreement, only one may elect Option A above. The other must elect Option B.

## ARTICLE XVI JURY DUTY

- A. Each employee shall be entitled to a maximum of thirty (30) working days per year for the purpose of serving jury duty.
- B. The employee must make every effort to be reassigned to a time not in conflict with his regular working hours or be excused from service, and the Board shall have the right to request that the employee be excused.
- C. In the event the employee does not serve for a full working day on jury duty, he shall be required to return to his regular job and complete his regularly assigned hours.

D. The employee shall be reimbursed the difference between jury duty pay and his straight time pay for his regularly scheduled hours for each day of jury duty service up to a maximum of thirty (30) working days as provided in Section A. above.

#### ARTICLE XVII HOURS AND WORK WEEK

- A. The regularly scheduled work week shall begin at 12:01 A.M., Monday, and end one hundred sixty-eight (168) hours thereafter, and shall be normally established in the manner outlined in Appendix A.
- B. Overtime rates will be paid as follows:
  - Time and one-half (1 1/2) will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, for which overtime has not already been earned.
    - (a) Hours for which holiday pay is paid shall count toward the total of forty (40) hours.
- C. Whenever an employee is required to return for emergency work after the completion of his regular working hours, he shall receive pay for the actual time worked or a minimum of two (2) hours' pay at his straight time hourly rate.
- D. Overtime shall be divided and rotated as equally as possible within the building and among those employees who regularly perform such work, provided they are qualified to perform such work.
  - 1. The scheduling of overtime shall be the responsibility of the Superintendent or designee.
  - 2. Weekly overtime hours will be kept track of by the President and Superintendent or designee and be equally rotated as possible by building.
- E. Employees assigned to drive a bus shall be paid the bus pay in addition to regular pay except for the high school shuttle run for which no pay shall be granted.
- F. Each employee will receive a fifteen (15) minute break time in the first four (4) hours of the shift and a fifteen (15) minute break time in the second four (4) hours of the shift.

#### ARTICLE XVIII VISITATION

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

## ARTICLE XIX WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subjects or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. No agreement, alteration, understanding or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Board and the Union.

## ARTICLE XX

#### SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

# ARTICLE XXI

### VACANCIES AND NEW POSITIONS

- A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of such vacancy or newly created position, and employees shall be given five (5) working days in which to make application to fill such vacancy or new position.
- B. Notices of vacancies and newly created positions shall include the classification, shift and approximate starting date.

#### ARTICLE XXII MISCELLANEOUS ARTICLES

### A. President and Vice-President

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

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

- 4. During his term of office, the President shall be deemed to head the seniority list for the purpose of layoff and recall only. Upon termination of his term, he shall be returned to his regular seniority status.
- B. Safety Practices

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

#### ARTICLE XXIII TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until 11:59 P.M., June 30, 1994.
- B. If either party desires to terminate this Agreement, it shall ninety (90) days prior to the termination date give written notice of termination. If neither party shall give notice of termination date, this Agreement shall continue in full force and effect from year to year, thereafter subject to notice of termination by either party on ninety (90) days' written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement, it shall ninety (90) days prior to the termination date or any subsequent termination date, given written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been

given in accordance with the paragraph, this Agreement may be terminated by either party on or after the termination date or ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, Reese Professional Support Personnel Association, Michigan Education Association, 4455-#1 Doerr Road, Cass City, Michigan 48726, and if to the Board addressed to Reese Elementary School, 9535 Center Street, Reese, Michigan 48757, or to any other such addresses the Union or the Board may make available to each other.
- E. The effective date of this Agreement is July 1, 1994.

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

REESE PROFESSIONAL SUPPORT REESE BOARD OF EDUCATION PERSONNEL ASSOCIATION Pres hein Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

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

<u>Classification</u>	7/1/	/91	7/1/92		7/1/93	
	Prob	Reg	Prob	Reg	Prob	Reg
Bus Maint. Chief	\$9.76	\$10.48	\$10.25	\$11.00	\$10.76	\$11.55
Cust. Crew Chief	\$9.12	\$ 9.94	\$ 9.57	\$10.44	\$10.05	\$10.96
Build. Engineers	\$9.12	\$ 9.94	\$ 9.57	\$10.44	\$10.05	\$10.96
Custodian	\$8.80	\$ 9.67	\$ 9.24	\$10.15	-\$ 9.70	\$10.67

\*One (1) on the night shift during the school year and two (2) during the summer session. Appointed by the Superintendent.

Effective July 1, 1977, the Board will pay the retirement for each employee.

It is also agreed that the normal work week schedule for employees hired prior to July 1,1978, in the aforementioned classifications, shall be as follows:

WeekBeginningHoursFirst week, summer session40

First week, school session

New employees hired after July 1, 1978, shall only be entitled to work forty (40) hours.

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

1. A meeting must be held with the Union to inform the employees of the changes.

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2. If hours are reduced, the low seniority employees and lower classifications shall be reduced first.

It is further understood and agreed that the employees will continue to perform the noon-hour duties as in the past and that employees who are requested to perform building checks during holiday, vacation and week-end periods will be paid one hour's pay at time and one-half (1 1/2) the rate of Custodian (Leader) for each day assigned such duties with the understanding that such time shall also include building checks for the new high school and administration building during holiday, vacation and week-end periods. A rotation schedule for building checks will be developed by the President and submitted to the Superintendent for his approval. This Letter of Understanding is between the Board of Education of the Reese Public School District and the Reese Professional Support Personnel Association. It is understood that during the period from July 1, 1991, thru June 30, 1994, the use of substitute custodians outside the bargaining unit to fill in for absent custodians is not grievable. The following two conditions, however, have been agreed to:

1. If the substitution will result in the payment of overtime, bargaining unit members will be given first opportunity to work the overtime.

Substitutions will be used to fill in for only regularly scheduled 2.

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