

3744

6/30/99

MASTER AGREEMENT  
BOARD OF EDUCATION  
RAPID RIVER PUBLIC SCHOOLS  
and  
RAPID RIVER MESPA

1996 - 97

1997 - 98

1998 - 99

*Rapid River Public Schools*

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This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1997 by and between the Board of Education of the Rapid River School District, hereinafter referred to as the "Board" or "employer", and the Rapid River local of the Michigan Education Support Personnel Association, hereinafter referred to as the "union" or "MESPA".

**PURPOSE AND INTENT**

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

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

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

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ARTICLE 1: RECOGNITION

Section A: The Board hereby recognizes the union as the sole and exclusive bargaining representative for all full-time and part-time office personnel, paraprofessionals, custodian-maintenance, food service, and transportation employees; excluding confidential employees, supervisors and all other employees.

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

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

ARTICLE 2: UNION RIGHTS AND SECURITY

Section A: Employees covered by this agreement at the time it becomes effective shall be required to continue or become members in the union or pay a service fee equal to the national, state and local dues for the duration of this agreement as a condition of continued employment.

Section B: The employer agrees to deduct dues and initiation fees, upon written authorization from the employee, within thirty (30) days of employment or the date on which this agreement becomes effective from a regular paycheck each month - September through June.

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Section C: The employer agrees to deduct service fees upon written authorization from employees covered by this agreement who are not members of the union within thirty (30) days of employment or the date on which this agreement becomes effective from a regular paycheck each month - September through June or terminate that employee's employment within thirty (30) days.

Section D: As a condition of the above, the union agrees to indemnify the Board and each individual Board member for any costs or damages which may be assessed against the Board as a result of suit or action resulting from this agency shop provision provided that:

1. The union shall assume the sole defense of this agency shop clause and choose legal counsel to defend it.
2. The union shall have the right to compromise or settle any claim made against the board under this Article.

Section E: The employer agrees to promptly remit to the union any and all monies so deducted each month accompanied by an alphabetized list of all employees from whom deductions of dues and service fees have been made.

Section F: The union shall be provided with space on existing bulletin boards in each building for the purpose of posting union materials. The union shall also have the right to use the school mails to distribute union materials.

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

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

Section I: Employees shall be represented by elected and/or appointed officers and stewards. Upon request, the union shall furnish the names of officers and stewards upon their election or appointment. The stewards may represent and/or investigate and present grievances to the employer during hours in which the employee is not scheduled to work.

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

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

1. The employer agrees that administrators, teachers, supervisors as described by PERA, and non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when union employees are not available or have refused to do the work

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assigned except in cases where unsafe conditions are being charged by an employee. An emergency shall be defined as an unforeseen circumstance which calls for immediate action in a situation which is not expected to be of a recurring nature.

Section L: The employer will establish and practice a policy of giving employees preference for work they have customarily performed.

Section M: The employer shall provide two (2) unpaid released days in whole or half day segments for the annual conduct of business at union conferences as deemed appropriate by the union president. Employees, where possible, may make up any time missed by making arrangements with their immediate supervisor.

**ARTICLE 3: EMPLOYEE RIGHTS**

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

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to any terms of conditions of employment.

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

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

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

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

Section F: The employer agrees to comply with and provide access to personnel records as defined and allowed under P.A. 442 of the Public Acts of 1976 and P.A. 397 of the Public Acts of 1978. Further, the employer agrees to verbally notify the employee of the pending inclusion of any reprimand(s), written warning(s), or the complaint(s) relating to the employee prior to its inclusion in the employee's personnel

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file. Parental and student complaints shall first have been notified verbally and the complaint was properly investigated and verified by the employer. The complaint shall be initiated by both parties prior to inclusion.

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

**ARTICLE 4: BOARDS RIGHTS**

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

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours or work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of the Agreement, and the right to establish, modify or change any work or business hours or days.



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3. The right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees
4. Determine the services and supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Qualifications will be determined by job description, the 90 day probationary period and state laws and certifications.
7. Determine the location or relocation or its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the sources of materials or supplies.
9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

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10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in the Agreement.
11. Determine the policy affecting the selection of new employees providing such selection shall be based on lawful criteria.
12. The right of contracting and subcontracting is vested in the Employer.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

**ARTICLE 5: SENIORITY**

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

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

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

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

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

Section A: It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and/or staff and that the procedures set forth in this Article shall be

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used in laying off personnel. Lay off shall be defined as a necessary reduction in the work force beyond normal attrition due to shortage of funds.

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

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

Section D: In the event of a reduction in the work hours in a classification, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule provided he/she has greater seniority than the employee he/she seeks to replace.

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

Section F: Laid-off employees shall be recalled in the reverse order of lay-off to any position provided employee meets the qualifications as contained in the job description. The employee will be determined to

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be assigned to that position after a probationary period of ninety (90) days. Following a ninety (90) day probationary period the employee's supervisor will evaluate that performance and in consultation with the Superintendent determine competency for the position assigned.

Section G: Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to work within ten (10) working days from the date of mailing the notice of recall, he/she shall be considered to have quit. In proper cases, exceptions may be made.

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

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

Section A: A vacancy shall be defined as a newly created position or a present position that is not filled in the bargaining unit. If at any future date a position is created within the district, the Board will place such position in the proper job classification. If the union disagrees with the placement of the position, it shall be proper subject for the grievance procedure.

Section B: All vacancies shall be posted in the agreed upon location in each building of the district for a period of five (5) days. Employees may apply for a vacant position in writing during the five (5) day period. The posting locations include: Tri-Township School - main office, kitchen, office of the Director of Non-Instructional Personnel. Bay de Noc Elementary School - kitchen. The employer agrees to notify employees of vacancies during the summer months by sending notice of the vacancy to the union president and union steward.

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

Section D: The district agrees to provide substitutes when temporary vacancies occur in the district. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, or are absent due to illness for a period of more than five (5) days will first be granted to the most senior employee meeting qualifications per the job description upon application for the vacant position. In this instance and only in this instance shall the posting period be shortened to two (2) days to limit the disruption in the district. Such employee shall receive the rate of higher pay of a higher classification for all hours worked while filling such vacancy. After the vacancy has been offered to employees within the bargaining unit, it shall then be offered to employees on lay-off.

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

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

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

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

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

Section J: Employees may substitute in other positions provided that subbing does not interfere with existing duties.

**ARTICLE 8: GRIEVANCE PROCEDURE**

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

STEP 1: Presented verbally by the employee and/or union to the employee's immediate supervisor within five (5) working days of the alleged violation. If no satisfactory accord is reached within three (3) days, STEP 2 must be implemented within two (2) working days. Both parties shall sign and date a receipt stating that the oral discussion occurred.

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STEP 2: Presented in writing to the supervisor and signed by the employee and/or union representative within ten (10) working days of the alleged violation. Disposition of the grievance by the supervisor shall be returned to the employee and/or union representative in writing within five (5) working days.

STEP 3: If the grievance is not resolved in STEP 2, the employee and/or the union may within five (5) working days of receipt of the supervisor's answer, submit to the Superintendent or his/her designee a signed written "Statement of Grievance." A copy shall be given to the supervisor involved at the time. The "Statement of Grievance" shall identify all of the provisions of this agreement alleged to have been violated by appropriate reference, shall state the contention of the employee and of the Association (Union) with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee and/or union representative involved. Within five (5) working days of receipt of the grievance, the Superintendent shall meet with the union in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the union.

STEP 4: Grievance unresolved in the three (3) STEPS above shall go to a hearing before the Board of Education within ten (10) working days.

BINDING ARBITRATION: If a satisfactory decision on the grievance is not made as a result of the Board of Education meeting either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules and regulations of the American Arbitration



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Association (AAA). Such appeal must be taken within fifteen (15) working days of the decision of the Board.

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

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

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

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

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

**ARTICLE 9: WORKING CONDITIONS**

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

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Section B: On those days where school has been canceled for students and there is no penalty from the School Aid Act, employees in the bargaining unit need not report for work. On such days where extreme weather and/or hazardous road conditions prevent the employee from reporting, no employee shall suffer diminution of pay. In the event an employee has reported for work and school is thereafter canceled prior to starting, the employee shall be allowed to return home immediately and shall be paid their normal daily pay. If school is canceled after it has started and students are sent home, all employees shall be entitled to go home once the building and work materials of the employee have been adequately closed and/or cared for. Custodial-maintenance employees, however, shall be expected to report for work as has been their past practice. Should the cancellation of school create the necessity to make up the day, those employees already at their work station as scheduled will be paid from the time their job commences until they are informed that school is canceled and their building or work material has been closed or cared for. It is the employee's responsibility to be in a position of contact. Determination of cancellation will be made by the Superintendent or the Director of Non-Instructional Personnel and disclosed to the local president as soon as possible. Any days required to be made up will be compensated for as regular work days.

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

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relief periods. Employees working overtime shall be entitled to one (1) fifteen (15) minute relief period for every two (2) hours worked.

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

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

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

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

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

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

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

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ARTICLE 10: LEAVES OF ABSENCE

Section A - Sick Leave: Employees in the Rapid River School District shall be granted sick leave prorated at a rate of one day per month of service based on the number of hours normally worked per day. Unused sick leave shall be allowed to accumulate to one hundred twenty (120) days. Sick leave may be used for the employee's illness, maternity, disability or illness or injury in the employee's immediate family. Immediate family shall be defined to include the employee's spouse, parent, parent-in-law, child, brother, sister, grandchild, grandparent and IRS qualified dependent living in the household of the employee.

Section B: Each employee shall be entitled to three (3) days of personal business leave per year. Employees that work 1750 hours or more per year shall be granted four (4) days of personal leave per year. If an employee does not use all of his/her personal days in any one year, he/she may carry over one (1) day of their annual allowance to the next year. An employee shall have a maximum of four (4) days in any one year. If personal days are not used during the year or carried over to the next year, the employee will be paid one-half (1/2) of his/her daily salary for the unused days. Employees may use personal leave time before or after vacations/holidays at the discretion of their immediate supervisor. A limit of one staff member per classification may use personal leave time before or after vacations/holidays. Such days shall be granted on a departmental seniority rotation basis under Association auspices. A one (1) week notice is required prior to approval of a personal leave. Requests for personal leave during hunting season may be granted per this section provided school is not in session. Emergency situations will be considered.

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Section C - Maternity Leave: In the event an employee has insufficient sick leave accumulated or does not wish to use up her paid sick leave, she will notify the district at least one hundred twenty (120) days prior to the expected delivery date of the baby of her intent to use this unpaid leave provision. An emergency or complication during delivery or following it, however, shall be reason for exception to the notification time period. During any maternity leave, the employee will be allowed to continue work until such time the employee is not longer physically able to work as soon as she is physically able to do so as certified by her physician for up to a maximum of six (6) weeks or the length of the accumulated sick leave. Employee fringe benefits shall be maintained by the district with the employee being returned to the same position upon return to work, as held prior to the leave.

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

Section E - Bereavement Leave: Up to three (3) days with pay shall be granted for the death in the employee's immediate family which shall be defined to include father, mother, spouse, children, grandparents, brothers, sisters, grandchildren, parent-in-law or IRS dependent living in the immediate household.

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

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

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

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

**ARTICLE 11: NEGOTIATION PROCEDURES**

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

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

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but that any amendment or supplemental agreement shall not be binding unless executed in writing and signed by the parties.

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

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

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

**ARTICLE 12: MISCELLANEOUS PROVISIONS**

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



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Section B: If any provision or application of this agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

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

Section E: The employer agrees to pay up to seventy-five (\$75.00) dollars each year for a physical examination if required of employees as a condition of employment per state requirements. (This clause is not meant to conflict in any way with Article 10, Section D, requiring a note from the employee's doctor when the employee has been ill and gone to see a doctor.)

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

Section G: The employer shall continue to pay the employee's retirement under the Michigan School Retirement system as is their present practice.

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

Section I: The Board agrees to pay a \$65.00 CDL license fee for employees required to have this license. Should an employee fail the CDL test the board will not pay the fee more than once. The Board agrees to pay the renewal fee for the CDL license. Should an employee fail the exam the payment of the second renewal fee will be the responsibility of the employee.

Section J: Memorandum of Understanding - the Rapid River Public Schools espouse a policy of using school equipment and school personnel whenever possible. The school district will consider requests, by school groups, to fund and sponsor activities that are of a self liquidating nature. If the intent of such groups (students, organizations, support groups, etc.) is to utilize equipment other than school equipment and school personnel the following procedure will be followed.

1. The event or function must be unique and the group must outline the reasons why they wish to utilize personnel and equipment other than that of the Rapid River Public Schools.
2. No request to use non-school equipment or personnel will be granted if the project requires the use of any school money (general fund or existing trust and agency money).

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3. All requests must come through the appropriate building principal and be approved by the Superintendent ten (10) days prior to the desired date of the event. When such an event involves transportation, the Director of Non-Instructional Personnel must approve or deny the event and submit his reasons for a specific action to the Superintendent of Schools.

If it is the intent of the group or organization to use buses other than school buses the group must comply with all previously defined criteria and clearly show that the project is entirely a self liquidating enterprise.

**ARTICLE 13: STRIKES**

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

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

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The Board shall have the right to discipline, including discharge any employee for taking part in any violation of this provision unless the Board shall first have failed to implement the award of an arbitrator.

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

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

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

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

High School Secretary who shall work the number of days school is in session plus the months of June and August.

Food Service Director who shall work twelve (12) days beyond number of days in session

High School Clerk who shall work ten (10) days beyond the number of days in session.

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

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

Section C: Overtime shall be divided among employees within each classification. Overtime shall first be offered to the employee in the classification having the greatest seniority and rotate down the seniority list. If all employees within a classification refuse the overtime, the employer may then offer the overtime to a less senior employee within the bargaining unit provided they meet the job qualifications per the job description.

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ARTICLE 15: DURATION OF AGREEMENT

Section A: This agreement shall be effective as of July 1, 1996 and shall continue in effect until the 30th day of June 1999. If pursuant to negotiations for a successor agreement, an agreement or modification is not reached prior to the expiration date of this agreement, this agreement shall expire on the expiration date unless it is extended for a specific period of time by written mutual agreement between the parties.

In witness whereof the parties have caused this agreement to be signed by their respective representatives.

For the Union:

For the Board:

Ann Johnson  
President

Margaret Eicher  
President

Christine M. Quinn  
MESPA Representative

Bonnie M. Nelson  
Secretary

3-17-97  
Date Ratified by MESPA

3-17-97  
Date Ratified by Board

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ARTICLE 16: FRINGE BENEFITS

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

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

The Board will agree to provide one paid floating holiday day to an employee working a full calendar year who is a member of the bargaining unit. The date this may be used will have to be approved by the immediate supervisor of the bargaining unit employee.

Section C: Vacation time shall be computed as of each employee's anniversary date on the basis of the following schedule:

- 1 to 3 years . . . . . 1 week
- 4 to 10 years. . . . . 2 weeks
- 11 to 15 years . . . . . 3 weeks
- 16 or more years . . . 4 weeks

Those employees who work a full calendar year shall be permitted to take up to 5 days of vacation

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during the school year. A request for said vacation must be made in writing to the employee's immediate supervisor at least ten (10) days prior to the intended vacation. It is hereby understood that requests will be honored on the basis of seniority and will be evaluated as to the effect such absence will have on the normal operations performed by these employees as they relate to the school district. The employee's request for said vacation will be approved or not approved after receiving written approval or non approval from the immediate supervisor and the Superintendent.

Section D: Special Holidays: Employees who work a full calendar year shall have the following days off with pay. Pay shall be for regularly scheduled hours of each employee. Should the day off fall on either a Saturday or a Sunday, either Friday or Monday shall replace that day. Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Good Friday, Memorial Day and July 4th.



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Section E: The Board shall provide insurance benefits to bargaining unit members according to the following schedule:

HEALTH INSURANCE

The Board agrees to provide MESSA Super Care I medical coverage for the 1996/97 school year for those eligible employees as defined in this agreement according to the number of hours worked. Should MESSA experience a rate increase of 6% or more as of the effective rate termination date the Board shall have the right to contract with another carrier should the rates be less than those of MESSA Super Care I for that period of time (1 year). The Board will pay the \$100.00 deductible for only those employees covered by full family or other Super Care I plans. Employees of 1750 hours per year up to 100% full family Super Care I for one year or medical options up to \$75.00 per month or dollar options of \$75.00 per month as salary. The Board agrees to pay the \$100.00 deductible for those qualified employees who have full family, single subscriber, or self and spouse coverage under Super Care I. Those employees not taking the medical insurance are not eligible to receive the deductible. Employees with 700-1749 hours per year -Super Care I, Single Subscriber premium:

Year 1 - 100% of premium  
Year 2 - 100% of premium  
Year 3 - 100% of premium

or \$75.00 a month in medical options or salary.



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Employees working a normal day less than two (2) hours	50%
Employees working a normal day of two (2) up to four (4) hours	75%
Employees working a normal day of four (4) or more hours	100%

Provided, however, that retiring employees shall be eligible for such retirement pay benefits only upon the express condition that no less than six (6) months prior to the effective date of retirement the employee completes, signs and personally hand delivers to the office of the Superintendent (on a form supplied by the Superintendent's office) a written notice of retirement and request for retirement pay benefits.

The Retirement Benefit becomes effective July 1, 1998.

**ARTICLE 17: COMPENSATION**

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

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

Time and one-half (1-1/2) shall be paid for all hours worked on Sundays and Holidays. In the case of specified holidays, this will be in addition to the holiday pay the employee is entitled to for that day. Compensatory time may be given in lieu of overtime pay only if agreeable to the employer and the employee. Such compensatory time shall be at the rate of time and one-half (1-1/2).

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Section C: Employees required to use their personal automobile to carry mail, etc. from one building to another as part of their job shall be paid the rate of \$3.15 per round trip.

Section D - Drivers: Drivers shall be entitled to one-half (1/2) hour preparation and one-half (1/2) hour clean up time for each regular run. Regular run - the time expended on a regular (daily) basis. The run includes all trips which are executed during a regular working day, and are performed on a regular basis. For all other extra trips, they shall be paid their regular rate for all driving time and one-half (1/2) their regular rate for all "down" time which occurs during the trip in addition to one-half (1/2) hour time per extra trip 30 minutes for preparation and 30 minutes for clean-up. Kindergarten drivers shall be entitled to 15 minutes extra clean-up time per day.

For extra time put in by employees such as double-up time or breakdown time, employees will be paid their regular rate. Breakdown time and double-up time shall be reported to the employer within 48 hours of occurrence.

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

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

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Longevity: (Pay increases to be accumulative)

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

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Schedule A - Hourly Base Pay Wage Rate

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

<u>Classification</u>	<u>Base Pay 1996/97</u>	<u>Base Pay 1997/98</u>	<u>Base Pay 1998/99</u>
Drivers	\$10.76	\$11.06	\$11.36
Food Service Supervisor	\$11.30	\$11.60	\$11.90
Cook	\$ 8.46	\$ 8.76	\$ 9.06
Aides (Food Service)	\$ 8.15	\$ 8.45	\$ 8.75
Crossing Guard (flat rate to include ½ hour A.M. & P.M.)	\$14.62	\$14.92	\$15.22
Noon Duty (flat rate to include one hour noon)	\$ 9.60	\$ 9.90	\$10.20
Custodial/Maintenance	\$10.01	\$10.31	\$10.61
Transportation/Maintenance	\$10.76	\$11.06	\$11.36
High School Secretary	\$10.00	\$10.30	\$10.60
Aides (General)	\$ 8.94	\$ 9.24	\$ 9.54
High School Clerk	\$ 8.61	\$ 8.91	\$ 9.21
Instructional Aide	\$ 8.94	\$ 9.24	\$ 9.54
Clerk (General)	\$ 8.46	\$ 8.76	\$ 9.06

Shift Differential - additional \$.30/hour for employees (s) working from December 1st through April 1st from the hours of 11:00 p.m. to 7:00 a.m.

Salary Schedule "A" above is retroactive to July 1, 1996.