

MASTER AGREEMENT

July 1, **2005**
through
June 30, **2008**

BETWEEN

THE REED CITY EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA

AND

THE BOARD OF EDUCATION
REED CITY AREA PUBLIC SCHOOLS
REED CITY, MICHIGAN



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AGREEMENT

THIS AGREEMENT, entered into this 17th day of April, 2006, 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/Michigan Education Association/National Education Association, hereinafter called 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, Para educators (teacher/library assistants and student monitor assistants), secretaries, food service employees and mechanics; excluding the supervisors, superintendent's secretary, payroll secretary, finance secretary, central office receptionist, substitutes, administrators, 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 that 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 employee shall, pursuant to MCLA 408.477, 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.
1. The procedure in all cases of nonpayment of the dues or service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance 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 deductions 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, applies 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 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 nonpayment 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, fee 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 of dues shall be annually renewed by each member. Pursuant to such authorization, the district shall deduct one-tenth of such dues, assessments and fees from the regular salary check of the bargaining unit member each pay period for ten (10) consecutive pays, beginning with the second pay in September.
- 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 part of if so desired.
 - 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 to 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 judgment 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 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 Constitution 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 property 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 judgment 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 State of Michigan and the Constitution and laws of the United States.
- E. The Board will consult with the Association prior to creating a new job description for any new position properly placed in the Association. Such job description will be provided to the employee and attached to this Agreement. The Board will negotiate with the Association prior to transferring any existing duties in the existing job description from one classification/job description to another classification/job description.

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/her 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 that 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 that 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. Up to three (3) employees will be released with pay to attend mutually scheduled negotiation sessions when they occur within the employees' normal scheduled work day.
- 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 practicable.
- 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 nor 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 or the Association may present a grievance in accordance with the grievance procedure as long as any adjustment is not inconsistent with the terms of this agreement. **Association grievances shall start at Step 3.**

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. **other than procedure** (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 subsections(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

- a. An employee or the Association, believing he/she/they has/have 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/the appropriate 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 schedule 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 arbitral 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 4c

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 grounds 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 work days.

G. 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.

H. 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.

I. In the event a grievance is filed after May 15 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 as thereafter 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.

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) working days period, the employee's seniority shall revert to the initial day of work as a bargaining unit member. The employer shall have the right to discipline and discharge probationary employees, and the action is not subject to appeal or grievance.

In the event that more than one individual employee has the same stating date of work, position on the seniority list shall be determined by using the last three (3) digits of the employee's social security number. The employee with the higher number shall be placed above the employee(s) with whom 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 tied employees will be determined by whoever has the most district seniority.

- 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, Para educator, secretarial, food service or mechanic) in which the employee has worked. An employee's classification seniority shall be frozen and maintained when he/she leaves the classification, so long as he/she remains in the bargaining unit.
- 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.
- F. **Employees who are assigned to two classifications simultaneously shall accumulate full seniority in both classifications.**

**ARTICLE 7
LAYOFF AND RECALL**

- A. Layoff shall be defined as a reduction in the work force or a decrease in work hours **or positions.**
1. The Board shall give at least twenty-eight (28) calendar days written notice to the Association and the employees involved before reducing the work hours **or positions.**
- B. **In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.**
1. **Bargaining unit members may bump full time only if they hold a full-time position. Full-time employees may bump a position with fewer hours. Part-time employees may only bump other part-time employees.**
 2. **Bargaining unit members must prequalify by taking the District secretarial test to bump into this classification.**
 3. **Demonstration of qualification may be completed during the posting period or may be taken in advance at the request of the bargaining unit member.**
 4. **Starting with the most senior bargaining unit member, each bargaining unit member shall choose to:**
 - a. **maintain his/her own position if it has not been reduced or eliminated; or**
 - b. **take the layoff; or**
 - c. **bump into the position of any less senior member of the classification.**
- C. **The bumping shall continue by seniority until all members of the classification have a position.**
- D. Recall Procedure
1. 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.
 2. 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.

3. 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.
 4. Employees have the right to refuse a position that is not equal to the hours from which they were reduced, without penalty. Should an employee choose to accept a position with lesser hours, he/she shall not forfeit his/her right to a subsequent position. Upon recall to a position equal in hours to the one from which they were laid off, the employee shall be deemed to have been made whole and shall no longer have recall rights.
 5. Any employee who is recalled to a position with hours equal to that from which he/she has been laid off and who refuses said recall, or fails to report within the fifteen (15) day period, shall be deemed to have terminated his/her employment with the district.
 6. If an employee has bumped into another classification and is recalled to his/her previous position, he/she must return to his/her original classification and does not have a choice between the two positions.
 7. Should vacancies occur in any classification where there are laid-off employees, it is agreed that they shall be filled by seniority.
 8. Solely for the purpose of this Article, a temporary vacancy shall be defined as any vacancy of fifteen (15) consecutive days or more. Vacancies of less than fifteen (15) consecutive days will be handled by subbing.
 9. An employee accepting a temporary vacancy will be expected to fulfill the specific vacancy before he/she will be available for any additional temporary vacancy.
 10. An employee accepting a temporary vacancy or subbing assignment shall have had previous seniority within the classification in which the position exists, unless requested by the supervisor.
 11. A laid-off employee, if not employed within the district, shall be granted priority status on the substitute list for all classifications in which he/she holds seniority according to his/her seniority and rate of pay at the time of his/her layoff. In order to implement this provision, said employee must submit a written letter requesting said priority status within thirty (30) days after he/she receives the official layoff notice. The letter must be submitted to the superintendent's office with a copy to the Association president.
- E. Copies of all layoff and recall notices shall be sent to the Association president.

**ARTICLE 8
VACANCIES, TRANSFERS AND PROMOTIONS**

A.

1. A "temporary vacancy," except as outlined in Article 8-A-3, shall mean a bargaining unit position held by an employee on a leave of absence or a newly-created position or a position created for a prescribed amount of time that could appropriately be placed within the bargaining unit with an anticipated duration of not more than ninety (90) work days. Temporary vacancies of ninety (90) work days or less 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 employer will notify the Association when and if a position that has been vacated will be posted. The Board shall post and fill permanent vacancies as provided below. In the event that a position is vacated, the Board may use substitutes to cover the position as a temporary vacancy for no more than 45 calendar days before determining whether the position will be maintained as a permanent position or eliminated.
3. In the event that the employer determines to create temporary summer, Christmas break, or spring break 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 given by seniority to bargaining unit members outside of the classification. Temporary positions will not be counted for the purposes of determining eligibility for benefits. The rate of pay will be determined by the District.

If the District determines it needs additional summer maintenance services, such work shall be made available to current bargaining unit members in the custodial classification only. While assigned to such temporary maintenance positions, the custodians shall receive pay at the temporary maintenance rate.

The District may elect to contract out these services.

4. Within five (5) working days of filling a vacancy, the employer shall notify the Association president of the name of the employee hired.
- B. The parties may agree to waive the posting process and offer the position(s) to interested members of the classification in which the vacancy exists. This shall be accomplished with an unpaid meeting of all members of the affected classification interested in bidding the available position(s), or any vacancy that may be created in filling the vacant position(s). The supervisor will notify all members of the classification at least 48 hours prior to the meeting. Except under extenuating circumstances, any classification member not attending the meeting forfeits all bidding rights to any position(s) offered at the meeting. At the meeting, the supervisor will offer the vacancy to the most senior classification member, who will make his/her choice of the vacancy or maintaining his/her current position.

Whichever position is not chosen by the most senior classification member shall then be offered to the next most senior classification member. This process shall be followed until all positions are filled. Should there remain a vacancy, it shall then be posted in accordance with Article 8 to the other classifications as follows:

All vacancies shall be posted in a conspicuous place in each building of the district for a period of six (6) work days. The Board reserves the right to advertise publicly as deemed necessary concurrent with the internal posting. 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 must 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 in writing with such 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. For this purpose, "Qualified" shall mean possessing those minimum skills listed in the current job description which are required to do the job (see Appendix A).

If no one applies from within the affected classification, consideration shall be given to bargaining unit members outside of the classification, as well as persons outside the bargaining unit. After testing candidates, if all are equally qualified, the Association member shall be given top priority.

In filling vacancies from outside the classification, the following process shall be utilized: The supervisor/principal shall select two people for an interview team; the classification representative for the position to be filled and one other unit member from the building, as selected by the Association, shall also serve on the interview team. This team shall conduct the initial round of interviews and recommend the final candidates to the superintendent or his/her designee. The superintendent shall recommend to the Board of Education his/her final selection.

- D. Within fifteen (15) work days after the expiration of the posting period, the Board shall make known its decision as to which internal applicant, if any, has been selected to fill the posted position with a copy to the Association president. Each internal applicant shall be notified in writing of the Board's decision. At the internal applicant's request, the reason(s) why he/she was not awarded the position shall be given in writing or at a meeting with the employee.

1. 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.

2. 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.
- E. In the event of promotion in the classification or a transfer from one classification to another, the employee shall be given a sixty (60) work day trial period in which to determine his/her desire to remain on the job and his/her ability to perform the job. During the 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 trial period. The Association president shall receive a copy of such notices and reasons.
1. During the trial period, the employee shall receive the rate of pay of the position in which he/she is working.
 2. Such employees shall be evaluated every thirty (30) work days during the trial period.
- 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 should not be for arbitrary, capricious or retaliatory reasons. In the event an involuntary transfer is necessary, the reasons for such transfer will be provided in writing to the affected employee and the Association president.
- H. Custodian job assignments shall be bid once during the term of the bargaining agreement. That bid shall be completed by no later than August 1 of the first year of this agreement. 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 choices 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.

- 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. Any employee who is assigned temporary supervisory responsibilities will not carry out any employee discipline or make any contractual implementation decision and will 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.
- N. Notice of bus drivers' intent to return to work in the fall must be submitted to the transportation supervisor by July 1. Failure to do so will result in automatic termination of employment. Subsequent reapplication for employment will be considered as a new hire.
- O. Summer school bus runs that involve only special education students may only be bid on by drivers who have been previously trained and qualified for special education runs. The District will make special education training and qualifications available prior to the summer assignments for those drivers interested in seeking a special education run.
- P. Special education bus runs shall be defined as a normal bus run where the vast majority of students have special needs. This determination shall be made by the superintendent.

The following special provisions shall be followed for special education runs:

1. Additional training for drivers may be necessary because of student needs.
2. A driver assigned to special education runs must maintain his/her run as the top priority, even over any special runs.
3. The driver shall be eligible for special runs, as per contract, as long as the special runs do not conflict or prohibit the driver from his/her normal special education run.
4. If a special education driver agrees, in writing, to be available to sub on routes at all times that do not conflict with the special education run, the driver's regular hourly rate of pay shall be the same hourly rate paid for subbing.
5. If a special education run driver wants the flexibility to sub at his/her discretion on routes that do not conflict with the special education run, the driver shall be paid sub driver rates.

**ARTICLE 9
LEAVES OF ABSENCE**

A. Personal Illness or Disability

1. Employees shall be eligible for sick leave/disability leave. Para-educators and food service employees shall be eligible for sick leave/disability leave at the rate of ten (10) days per year. Secretaries shall be eligible for sick leave/disability leave at the rate of eleven (11) days per year except for twelve (12) month positions at the high school and community education. All twelve-month employees shall receive thirteen (13) days of sick leave per year. Days are accumulative to two hundred (200) days.
2. Drivers shall be eligible for sick leave/disability leave at the rate of:
 - a. One (1) run per day driver: One (1) run per month; ten (10) per year; cumulative to two hundred (200) runs.
 - b. Two (2) runs per day driver: Two (2) runs per month; twenty (20) per year; cumulative to four hundred (400) runs.
 - c. Three (3) runs per day driver: Three (3) runs per month; thirty (30) per year; cumulative to six hundred (600) runs.
 - d. Four (4) runs per day driver: Four (4) runs per month; forty (40) runs per year; cumulative to eight hundred (800) 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 not less than 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 bus garage or 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 spouse, parent, parent of current spouse, son, son-in-law, daughter, daughter-in-law, step-children, grandchildren, step-grandchildren, brother, sister, brother-in-law, sister-in-law or grandparent.
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 or six (6) or more occurrences. An occurrence is defined as one (1) or more consecutive days involving the same illness.

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 Worker's Compensation Law of the state. The employee shall not have any wages deducted, however, shall submit the worker's compensation check to the superintendent's office. Sick leave will be charged for only that portion of time not covered by worker's compensation.

B. Bereavement Leave

1. 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, step-children, step-parents, son-in-law, 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 the above may be days other than those immediately following the date of death if unusual circumstances exist.
2. **Employees may use up to three (3) sick days for bereavement for individuals other than listed above if approved by the superintendent of schools.**

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 that 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. Personal days that remain unused at the end of each year shall be added to the employee's accumulated sick leave.

D. Jury Duty Leave

1. 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, provided evidence

of such duty is presented to the superintendent at the earliest possible date. 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 or time spent on jury duty leave. Expense money paid to the employee by the court is not considered compensation. The employee is entitled to keep all expense money (*i.e.* mileage, meals, *etc.*) paid by the court.

E. Subpoena

1. 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 his/her 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 provided that a position is still available based on his/her classification seniority; however, it is understood that any employee on an unpaid leave of absence for the 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.
4. Pursuant to the provisions of the Family and Medical Leave Act, eligible employees shall be granted unpaid leave for the purposes and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any paid or unpaid leave that is otherwise available under the provisions of this agreement for the same purposes for which leave is required to be provided under the FMLA shall be used at the discretion of the employee. Contractual leave shall be credited toward fulfilling his/her FMLA

leave entitlement. A synopsis of FMLA rights and requirements is attached to this Master Agreement as Appendix C.

G. Anticipated Prolonged Disability

1. Any employee anticipating a prolonged period of disability (in excess of three (3) 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

1. 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 sick leave bank.
2. 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 in the sick leave bank for the duration of that school year.
3. 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.
4. Members who have not repaid the days borrowed from the sick leave bank and are requesting to terminate their memberships in the bank shall be obligated to repay those days at the appropriate minimum rate until all days borrowed are repaid.
5. 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 Reed City Area Public Schools 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.
6. 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.
7. The sick leave bank will be controlled by a committee composed of three (3) Association members elected by the Association membership. The sick leave bank will be administered by the committee in accordance with the following procedures and guidelines:
 - a. Any employee enrolled in the RCESPA sick bank may apply for a loan from the sick bank for disability caused by personal illness or accident.

- b. An employee must first exhaust all his/her available sick days before utilizing days from the sick bank.
- c. All requests for use of sick bank days must be in writing. The committee shall maintain a copy of the request, as well as a record of the committee's action on the request.
- d. The employee must give the committee adequate notice of the request to allow the committee time to meet prior to the needed days of leave.
- e. A maximum of ten (10) days per request may be granted by the committee.
- f. If a second request for days from the sick bank is made by the employee, it must be accompanied by a doctor's statement explaining the need for the leave time.
- g. An employee may borrow up to a maximum of twenty (20) days in one contract year (July 1 to June 30).
- h. An employee who has been granted, and used, sick days from the bank during a contract year is not eligible for further allotments from the bank in succeeding contract years until all sick days have been repaid.
- i. 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 contract (12-month employees) or school year (non-12-month employees) subsequent to the year that the days were borrowed.

The purpose of these guidelines is to ensure fair treatment to all members and to prevent abuse of the sick bank, which cannot be tolerated. 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 actual substitute cost for each Association day, or portion thereof, used.

**ARTICLE 10
VACATION AND HOLIDAYS**

A.

1. 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. Further, no more than three (3) weeks' vacation may be scheduled within any three (3) month period without the supervisor's approval. 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.
2. Vacation schedules shall be posted on all Association bulletin boards.
3. An employee vacation schedule may be altered by the employee within five (5) working days of the scheduled start of that vacation with supervisor approval. In case of emergency, the five (5) working days advance notice shall be waived. Vacation may be denied based on the needs of the district.

B. Vacation shall be earned as follows:

Upon completion of:

<u>Calendar Years of Service</u>	<u>Number of Vacation Days</u>
One (1)	Six (6)
Two (2)	Eleven (11)
Five (5)	Sixteen (16)
Eight (8)	Twenty-One (21)
Fourteen (14)	Twenty-Two (22)
Fifteen (15)	Twenty-Three (23)
Sixteen (16)	Twenty-Four (24)
Seventeen (17)	Twenty-Five (25)

- C. Any employee eligible to receive vacation time may use such vacation time either in blocks of consecutive days or may use such day singly. In those cases where an employee requests to use a day singly, such request 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 a week day for the November 15 opening of deer hunting season, the calendar will be adjusted to provide at least one hundred eighty (180) days of student instruction to accommodate all nontwelve-month Association employees. Twelve-month Association employees will receive the day off with pay.

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	Memorial Day
Thanksgiving Day	Christmas Day
Day after Thanksgiving	New Year's Day
Good Friday	

School will be closed on the Friday before Labor Day and may be closed on November 15. Employees may elect to use one of their allotted personal days for either the Friday before Labor Day or November 15, without regards for the restrictions of Article 9-C-3.

**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 shall be eight (8) hours per day including lunch (one-half hour);
Third shift employees shall be eight (8) hours per day excluding lunch (one-half hour).
The work year shall be 52 weeks for all shifts.
 3. Para-Educators:
Teacher Assistants: Six and one-half (6.5) hours per day, teachers' calendar.
Secondary Library Assistants: Seven (7) hours per day, teachers' calendar.
 4. Food Service: Seven and one-quarter (7.25) hours per day, student calendar, 178 days minimum.
The food service truck driver will work 5.5 hours per day.
 5. *Twelve-month Secretaries*: Eight (8) hours per day, 52 weeks.
Non-twelve month Secretaries: Seven and one-half (7.5) hours per day. The teachers' calendar shall be followed, except secretaries shall report **five (5) or ten (10) work days** prior to the teachers and shall work **five (5) or ten (10) days** beyond the last day for students **as determined by the superintendent of schools or his/her designee**, except as Article 11-M-2 (Inclement Weather) comes into effect, **for fifteen (15) days in total**.
 6. Mechanics: Eight (8) hours per day, 52 weeks.
- 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. For benefit purposes, thirty (30) hours per week with six (6) hours per day for five (5) successive days per week will be considered full-time.
- 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. Where an employee's regularly scheduled shift encompasses more than three (3) hours on Saturday or Sunday, then the employee will be paid time and one-half for all Saturday or Sunday hours in excess of the three (3) hours. All work, excluding building checks, performed on holidays, shall be compensated at the rate of double-time.

On Saturdays, bus drivers will receive time and one-half for driving time and down time will be paid at straight time. Time and one-half will be paid for all time on Sunday.

- 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 three-quarters (1.75) 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 (1.5) hours, including fifteen (15) minutes for pre-trip preparation and fifteen (15) minutes for post-trip clean-up. Minimum time for extra trips shall be two (2) hours, including pre- and post-trip duties. In the event a driver misses a regular run to take an extra trip, the driver shall be paid at least an amount equal to the regular run missed for the trip. If an extra trip is cancelled, and the driver is not notified of the cancellation at least one (1) hour to the scheduled departure time, the driver will receive two (2) hours pay. Notification will consist of calling the driver at no less than two (2) predetermined numbers.

- G. Drivers will be paid at their respective hourly wage for time worked beyond the run's minimum time for:

1. Completing discipline forms, or if they are detained by the transportation supervisor or any school administrators, or preparing rosters.
2. Time spent cleaning the bus when unusual conditions exists. Example: When a student has vomited on the bus, etc.
3. 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.

- H. 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.

When there is a need for an additional driver to cover a run between the AM. and PM. bus runs, due to absence of the assigned driver, the District will select the most senior available driver from a list of volunteers prepared at the beginning of each semester. The list will be used if the notice of the absence is received at least one hour in advance of the run. If less than one hour notice is received, the most senior available driver at the bus garage shall be used. If these do not result in the assignment of an available driver, the District may cover the absence without regard to seniority or unit status.

- I. An employee will be expected to work overtime hours assigned by his/her supervisor to fulfill the needs of the school district and ensure its continuous operation.

- J. 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.
- K. 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.
- L. Custodial/maintenance scheduled shifts shall not be adjusted for employment elsewhere or for driving bus.
- M. Inclement Weather
 - 1. Twelve-month employees: When schools are closed due to inclement weather or other acts of God, 12-month employees will be required to report to their job assignments and work a regular day for regular pay. If an employee is unable to report to his/her job assignment due to the inclement weather or other act of God, the employee may be given the opportunity to make up the time, to use a vacation or personal day, or to accept loss of pay for the work missed. Make up of the lost time will be scheduled by the supervisor or the administrator, but may not result in creating an overtime situation.
 - 2. *Non-twelve-month employees:* When schools are closed due to inclement weather or other acts of God, non-twelve (12) month employees do not need to report to work unless specifically called in by the administration. Employees will be paid for their scheduled hours on the act of God days allowed for and reimbursed by the State of Michigan. If an employee is requested to report for work by the administration, the employee shall be paid for the actual time worked in addition to any pay received for the state-reimbursed inclement weather day.

Non-twelve-month secretaries: When schools are closed due to inclement weather or other acts of God, non-twelve-month secretaries do not need to report to work unless specifically called in by the administration. Non-twelve month secretaries will be paid for their scheduled hours on the act of God days allowed for and reimbursed by the State of Michigan. If a non-twelve month secretary is requested to report for work by the administration, the non-twelve month secretary shall be paid for the actual time worked in addition to any pay received for the state-reimbursed inclement weather day.

Non-twelve-month secretaries who work on Act of God days, either reimbursed or not reimbursed by the State of Michigan, shall have that time deducted from the ten (10) days beyond the last day for students. Non-twelve-month secretaries must be requested to work these days by the administration.
 - 3. The district will not make up any days not mandated and/or reimbursed by the State of Michigan.
- N. Delay of School
 - 1. When school is delayed for any reason, employees will not report for work for that amount of time and will not be paid.

2. Custodial/maintenance, food service employees and building secretaries will be expected to report as close to regular time as possible and will be paid at the regular rate for time worked.
 3. Any employee who reports to work at his/her regular time, and then school is subsequently delayed and/or cancelled, shall be paid for two (2) hours reporting, at their regular rate of pay.
- O. Early Dismissal. When school is dismissed early for any reason, employees will be able to leave without loss of pay. Building security and necessary duties must be completed before leaving.
- If employees are requested to complete their tasks, other than the above, 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.
- P. 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.
- Q. 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 nonprobationary 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. **All evaluations shall be completed by May 31 of each year.**
- 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. **All instances of substandard work and/or concerns expressed to the immediate supervisor by other concerned parties shall be called to the attention of the employee within three (3) work days of the occurrence by the employee's immediate supervisor.**
- 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.
- 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 should submit a written rebuttal within ten (10) working days 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 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, alternation 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 (shirt and pants) for each work day for all full-time maintenance and mechanic employees. Uniforms will be provided, during the summer only, for all full-time custodial employees who are assigned to maintenance during summer months.

The employer will provide a uniform shirt for each work day for all full-time custodial employees.

Uniforms are provided for school district work only. Uniforms must be worn during work time, unless there are extenuating circumstances which prevent it.

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

- G. Personnel Files
 - 1. Each employee shall have no more than one (1) official personnel file, **which shall be** retained in **central** 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 disciplinary material or letters of complaint 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.

H. Special Trips -- Administrative Rules

1. Drivers will be added to the trip board only on the first day of school and first day of the second semester. A bus driver may also add his/her name to the trip board on his/her first anniversary date of hire. Drivers wishing to be placed on the trip board will notify the transportation supervisor at that time or before. Names will be ordered on the board by seniority at the beginning of the school year, and any names added at the beginning of the second semester will be placed at the bottom of the list. Names may be removed at any time.
2. Trips shall be posted before the AM run of Thursday and must be picked by the end of Friday's AM run. All trips posted after Thursday AM will be emergency trips. When the driver picks up the trip group and leaves the school property, the trip will be considered taken.
3. Drivers are not able to select a trip if they do not work the day of the selection.
4. Should no special trip driver accept a special trip(s), the supervisor shall offer other drivers, by seniority, the opportunity to accept the special trip(s). If no other drivers accept, the supervisor shall assign the least senior driver, with at least one (1) year of experience, to the special trip(s).
5. If a trip is canceled (not to be rescheduled), the driver will have first selection on the next set of trips.
6. If a trip is canceled before the bus leaves school property and is to be rescheduled, that trip remains the trip of the driver scheduled.
7. The transportation supervisor may remove anyone from the trip board at any time for reasons involving the safety of the students and/or equipment.
8. 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 did not show up for the trip may be subject to disciplinary action.
9. An emergency trip is a trip that comes in after each Thursday trip has been assigned. 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.

10. Bus drivers holding dual classification status shall be allowed to sign up for all special trips as their rotation occurs **if such a special trip does not interfere with another regular assignment in the district.**
11. When buses need to be towed, this shall not be considered a special trip and may be handled by the mechanic or supervisor, if the mechanic is not on duty.

I. Overnight Trips:

1. First Day: Drivers will be paid from time started to time they reach the motel/hotel.
2. Second day: Starting time will be 11 a.m. unless requested by coach to start earlier. Drivers will be paid until arrival back home or back to the motel/hotel if staying another night.
3. Drivers will be paid at the rate of special trips as addressed in the Master Agreement.
4. On any overnight trip, drivers will be guaranteed the minimum of what they would normally make on a regular day as a bus driver.
5. Hotel accommodations will be paid for by the district.

J. No driver shall drive special trips until one year of service as a regular driver is completed, or two years of service for one run per day drivers.

All drivers qualified for and desirous of taking special trips shall be placed on the special 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. 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 special trip if he/she is to be on leave at the time of the trip.

K. Bus discipline shall be handled consistently throughout the school district.

L.

1. No bargaining unit member shall be assigned to be the sole playground supervisor when more than one classroom is present on the playground.
2. The parties agree that each building site shall deal with playground coverage so as to assure student safety with adequate adult supervision.

This concern may be addressed by the establishment of student monitor assistant positions at the lower elementary level, or in ways determined at each site and in compliance with this agreement.

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 unit work between classifications shall be subject to negotiations between the parties.
- O. Any group using the food service facilities for a function held in any of the school district's cafeterias shall be required to have a food service bargaining unit member or food service supervisor **and a custodian (when staff not normally on duty)** assigned to its activity. This extra work shall be assigned on a voluntary, rotating basis. Additional personnel as necessary may be assigned.

ARTICLE 14
TERMINATION OF EMPLOYMENT

- A. 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 School District, will be paid at the rate of **thirty** dollars (**\$30**) per day for all of his/her accumulated sick leave.

**ARTICLE 15
LONGEVITY**

- A. Longevity is based on total years with Reed City Area Public Schools.
- B. Longevity premium is to be added to any pay rate, including extra trips, earned by the employee.
- C.

10 th year in the district:	\$.20 additional per hour.
15 th year in the district:	\$.40 additional per hour.
20 th year in the district:	\$.60 additional per hour.

**ARTICLE 16
DURATION**

THIS AGREEMENT shall be effective as of July 1, 2005, and shall continue in effect through June 30, **2008**. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**REED CITY EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

By: _____
Barbara Wolverton, President

And: _____
Pamela Remus, Secretary

**BOARD OF EDUCATION
REED CITY AREA PUBLIC SCHOOLS**

By: _____
Richard Saladin, President

And: _____
Dave Lucey, Secretary

Also signed by the members of the negotiation teams:

BOARD OF EDUCATION:

REED CITY EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION:

Steven B. Westhoff, Superintendent and
Chief Negotiator

Chief Negotiator

B. Timothy Webster, Assistant Negotiator

RCESPA Representative

Sheryl L. Nicklas, Business Manager

**SCHEDULE A
Fringe Benefit Schedule**

A. Bus Drivers

1. 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.

2. Insurance:

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

MESSA Care Choices II (See Addendum to Schedule A for detailed coverage)

Quoted approximate monthly employee contribution for 2005-06: Care Choices II – \$ 47.92

Coverage as follows for Plan A:

Hours per Day	Less than 10 Years of Service	10 or More Years of Service
From 2 to 3.9 hours	50% of Plan A Premium	60% of Plan A Premium
From 4 to 5.9 hours	75% of Plan A Premium	80% of Plan A Premium
6 hours or more	100% of Plan A Premium	100% of Plan A Premium

Coverage as follows for Plan B:

Hours per Day	Less than 10 Years of Service	10 or More Years of Service
From 2 to 3.9 hours	50% of Plan B Premium	60% of Plan B Premium
From 4 to 5.9 hours	75% of Plan B Premium	80% of Plan B Premium
6 hours or more	100% of Plan B Premium	100% of Plan B Premium

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

Hours per Day	Less than 10 Years of Service	10 or More Years of Service
From 2 to 3.9 hours	\$ 60	\$ 66
From 4 to 5.9 hours	\$ 90	\$ 97
6 hours or more	\$115	\$115

For employees hired after June 30, 1996:

Coverage as follows for Plan A:

Hours per Day	Less than 6 Years of Service	6 or More Years of Service
From 0 to 2.9 hours	-0-	-0-
From 2.91 to 4.49 hours	50% of Plan A Premium	60% of Plan A Premium
From 4.50 to 5.9 hours	75% of Plan A Premium	80% of Plan A Premium
5.91 hours or more	80% of Plan A Premium	100% of Plan A Premium

Coverage as follows for Plan B:

Hours per Day	Less than 6 Years of Service	6 or More Years of Service
From 0 to 2.9 hours	-0-	-0-
From 2.91 to 4.49 hours	50% of Plan B Premium	60% of Plan B Premium
From 4.50 to 5.9 hours	75% of Plan B Premium	80% of Plan B Premium
5.91 hours or more	80% of Plan B Premium	100% of Plan B Premium

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

Hours per Day	Less than 6 Years of Service	6 or More Years of Service
From 0 to 2.9 hours	-0-	-0-
From 2.91 to 4.49 hours	\$ 60	\$ 66
From 4.50 to 5.9 hours	\$ 90	\$ 97
5.91 hours or more	\$ 92	\$115

Option amounts may be applied as follows:

- 1. Annuities:
 - a. Prudential
 - b. Lincoln National
 - c. Massachusetts Mutual
 - d. Fidelity
 - e. Equitable
 - f. Paradigm Equities
 - g. Valic
 - h. Farm Bureau
 - i. Oppenheimer
 - j. American Funds

Additions to the list will be made with ten or more members signing up with a company or fund.

- 2. Those options as listed on the MESSA 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, 2005, through June 30, 2008.

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 drivers.

B. CUSTODIAL, MAINTENANCE, PARA-EDUCATORS, FOOD SERVICE, SECRETARIES, MECHANICS AND HEAD GROUNDSKEEPER

Plan A: For Employees Needing Health Insurance

**MESSA Care Choices II
(See Addendum to Schedule A for detailed coverage)**

In addition, Plan B participants will receive option dollars for additional fringe benefits of \$115 per month for full-time employees:

Option amounts may be applied as follows:

1. Annuities:
 - a. Prudential
 - b. Lincoln National
 - c. Massachusetts Mutual
 - d. Fidelity
 - e. Equitable
 - f. Paradigm Equities
 - g. Valic
 - h. Farm Bureau
 - i. Oppenheimer
 - j. American Funds

Additions to the list will be made with ten or more members signing up with a company or fund.

2. Those options as listed on the MESSA application form
3.

Working Per Day	Employer Will Pay
From 0-2.9 hours	25%
From 2.91-3.9 hours	50%
From 4.0-5.9 hours	75%
6.0 hours or more	100%

For employees hired after June 30, 1996:

Coverage as follows for Plan A:

Hours per Day	Less than 6 Years of Service	6 or More Years of Service
From 0 to 2.9 hours	-0-	-0-
From 2.91 to 4.49 hours	50% of Plan A Premium	60% of Plan A Premium
From 4.50 to 5.9 hours	75% of Plan A Premium	80% of Plan A Premium
5.91 hours or more	80% of Plan A Premium	100% of Plan A Premium

Coverage as follows for Plan B:

Hours per Day	Less than 6 Years of Service	6 or More Years of Service
From 0 to 2.9 hours	-0-	-0-
From 2.91 to 4.49 hours	50% of Plan B Premium	60% of Plan B Premium
From 4.50 to 5.9 hours	75% of Plan B Premium	80% of Plan B Premium
5.91 hours or more	80% of Plan B Premium	100% of Plan B Premium

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

Hours per Day	Less than 6 Years of Service	6 or More Years of Service
From 0 to 2.9 hours	-0-	-0-
From 2.91 to 4.49 hours	\$ 60	\$ 66
From 4.50 to 5.9 hours	\$ 90	\$ 97
5.91 hours or more	\$ 92	\$115

Option amounts may be applied as follows:

1. Annuities:
 - a. Prudential
 - b. Lincoln National
 - c. Massachusetts Mutual
 - d. Fidelity
 - e. Equitable
 - f. Paradigm Equities
 - g. Valic
 - h. Farm Bureau
 - i. Oppenheimer
 - j. American Funds

Additions to the list will be made with ten or more members signing up with a company or fund.

2. Those options as listed on the MESSA 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, 2005, through June 30, 2008.

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.

C. THE BOARD WILL PAY FOR THE ABOVE COVERAGES AS FOLLOWS:

- 2005-2006** The Board will pay premium costs up to **\$1,223** per month. Employees will pay any additional premium costs through payroll deductions.
- 2006-2007** The Board will pay premium costs up to **\$1,284** per month. Employees will pay any additional premium costs through payroll deductions.
- 2007-2008** The Board will pay premium costs up to **\$1,348** per month. Employees will pay any additional premium costs through payroll deduction.

D. **Employees hired after the ratification of this contract for any position of less than six (6) hours will be exempt from receiving health care benefits. Hours will be determined by the position for which the individual is hired not the total number of hours worked per day in all positions. This will not affect members currently in the six (6)-year waiting period.**

**SCHEDULE B
Salary Schedules**

BUS DRIVERS

% Increase	1.5%	1.5%	1.5%
	2005-06	2006-07	2007-08
Step 0	12.36	12.54	12.73
Step 1	12.83	13.02	13.22
Step 2	13.66	13.87	14.08
Step 3	14.28	14.49	14.71
Step 4	14.86	15.08	15.31
Step 5	15.69	15.93	16.17

Career Center driving time is the driver's regular rate.
Waiting time will be at:

- \$8.36** per hour 2005-06
- \$8.49** per hour 2006-07
- \$8.62** per hour 2007-08

CUSTODIANS

% Increase	1.5%	1.5%	1.5%
	2005-06	2006-07	2007-08
Step 0	10.69	10.85	11.01
Step 1	11.18	11.35	11.52
Step 2	12.01	12.19	12.37
Step 3	12.60	12.79	12.98
Step 4	13.22	13.42	13.62
Step 5	14.05	14.26	14.47

Third (3rd) Shift:

% Increase	1.5%	1.5%	1.5%
	2005-06	2006-07	2007-08
Step 0	11.04	11.20	11.37
Step 1	11.54	11.71	11.89
Step 2	12.38	12.57	12.76
Step 3	12.95	13.14	13.34
Step 4	13.58	13.78	13.99
Step 5	14.41	14.63	14.85

Any employee assigned temporary maintenance or head groundskeeper shall be paid an additional \$1.25 per hour above his/her regular custodial rate.

MAINTENANCE

% Increase	1.5%	1.5%	1.5%
	2005-06	2006-07	2007-08
Step 0	13.07	13.27	13.47
Step 1	13.55	13.75	13.96
Step 2	14.40	14.62	14.84
Step 3	14.99	15.22	15.45
Step 4	15.60	15.83	16.07
Step 5	16.43	16.68	16.93

PARAEDUCATORS

Teacher Assistants

% Increase	1.5%	1.5%	1.5%
	2005-06	2006-07	2007-08
Step 0	9.78	9.93	10.08
Step 1	10.27	10.42	10.58
Step 2	11.11	11.28	11.45
Step 3	11.71	11.89	12.07
Step 4	12.31	12.49	12.68
Step 5	13.16	13.36	13.56

Secondary Library Assistants

% Increase	1.5%	1.5%	1.5%
	2005-06	2006-07	2007-08
Step 0	10.46	10.62	10.78
Step 1	10.93	11.09	11.26
Step 2	11.76	11.94	12.12
Step 3	12.39	12.58	12.77
Step 4	12.96	13.15	13.35
Step 5	13.81	14.02	14.23

Student Monitor Assistants

% Increase	1.5%	1.5%	1.5%
	2005-06	2006-07	2007-08
Step 0	6.85	6.95	7.05
Step 1	7.32	7.43	7.54
Step 2	8.16	8.28	8.40
Step 3	8.66	8.79	8.92
Step 4	9.12	9.26	9.40
Step 5	9.61	9.75	9.90

FOOD SERVICE

Part-time food service:

% Increase	1.5%	1.5%	1.5%
	2005-06	2006-07	2007-08
Step 0	8.88	9.01	9.15
Step 1	9.36	9.50	9.64
Step 2	10.23	10.38	10.54
Step 3	10.82	10.98	11.14
Step 4	11.40	11.57	11.74
Step 5	12.24	12.42	12.61

Full-time food service, food service/mail delivery truck driver, Cashier:

% Increase	1.5%	1.5%	1.5%
	2005-06	2006-07	2007-08
Step 0	9.49	9.63	9.77
Step 1	9.98	10.13	10.28
Step 2	10.82	10.98	11.15
Step 3	11.40	11.57	11.74
Step 4	12.02	12.20	12.38
Step 5	12.85	13.04	13.24

The lead cooks and mail delivery truck driver shall be paid an additional \$0.50 per hour.

SECRETARIES

% Increase	1.5%	1.5%	1.5%
	2005-06	2006-07	2007-08
Step 0	11.23	11.40	11.57
Step 1	11.69	11.87	12.05
Step 2	12.53	12.72	12.91
Step 3	13.14	13.34	13.54
Step 4	13.72	13.93	14.14
Step 5	14.57	14.79	15.01

SCHOOL BUS TECHNICIAN

	2005-06	2006-07	2007-08
Step 0	12.58	12.76	12.94
Step 1	13.05	13.24	13.43
Step 2	13.89	14.09	14.29
Step 3	14.51	14.72	14.93
Step 4	15.09	15.31	15.53
Step 5	15.95	16.18	16.42

MASTER BUS TECHNICIAN

	2005-06	2006-07	2007-08
Step 0	13.18	13.37	13.56
Step 1	13.65	13.95	14.05
Step 2	14.51	14.72	14.93
Step 3	15.09	15.31	15.53
Step 4	15.70	15.93	16.16
Step 5	16.54	16.78	17.02

ASSISTANT MECHANICS

% Increase	1.5%	1.5%	1.5%
	2005-06	2006-07	2007-08
Step 0	12.08	12.26	12.44
Step 1	12.55	12.74	12.93
Step 2	13.39	13.59	13.79
Step 3	14.01	14.22	14.43
Step 4	14.59	14.81	15.03
Step 5	15.45	15.68	15.92

APPENDIX A
Job Descriptions

JOB DESCRIPTION

POSITION: Bus Driver

MINIMUM QUALIFICATIONS:

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 student 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 schools staff.
14. Exhibit positive image as a loyal representative of the Reed City Area Public Schools.
15. Must be of sound moral character.
16. Must have high school diploma or GED.
17. Other duties as assigned by the supervisor within the scope of this job description.

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.
9. Complete written reports of misconduct and turn in to supervisor after that run.
10. Be consistent when disciplining students on the bus as stated in local policy.
11. Be alert and exercise good judgment in all aspects of driving the vehicle and in handling students.
12. Keep route map updated and inform supervisor of any changes.
13. Make up bus roster twice a year.

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

REPORTS TO: Assistant Director of Transportation
JOB GOAL: To be mutually formulated.
COORDINATES WITH: Building Administrators

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. Must be of sound moral character.

REPORTS TO: Director of Facilities

JOB GOAL: To be mutually formulated.

COORDINATES WITH:

1. Building Administrator
2. Building Staffs

GENERAL DUTIES AND RESPONSIBILITIES:

1. Clean all buildings, furnishings and grounds.
2. Perform minor maintenance.
3. Set up and use ladders and scaffolding not to exceed 12'.
4. Assist in lawn and grounds care.
5. Assist maintenance in preparation of athletic fields.
6. Promote high safety standards at all times.
7. Complete set-ups for building usage.
8. Present oneself in a manner conducive to projecting a professional, pleasant and positive image for the district.
9. Other duties as assigned by the supervisor within the scope of this job description.

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 in the following: electrical, plumbing, carpentry, boilers, painting, equipment operation and masonry.
13. A physical examination is required.
14. Must be on 24-hour call.
15. Must be of sound moral character.

REPORTS TO: Director of Facilities
JOB GOAL: To be mutually formulated.
COORDINATES WITH: 1. Building Administrators
2. Building Staffs

GENERAL DUTIES AND RESPONSIBILITIES:

Electrical work.

1. Plumbing/sewer work.
2. Painting.
3. Carpentry.
4. Masonry.
5. Boiler repair and cleaning.
6. Snow removal.
7. Operate tractors and all equipment.
8. Prepare athletic fields.
9. Set up and take down of scaffolding.
10. Keep work area clean and safe.
11. Maintenance of all buildings, grounds and equipment owned and operated by the Reed City Area Public Schools.
12. Present oneself in a manner conducive to projecting a professional, pleasant and positive image for the district.
13. Other duties as assigned by the supervisor within the scope of this job description.

JOB DESCRIPTION

POSITION: Head Groundskeeper

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 him/herself 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. Must be of sound moral character.
13. Must be willing and able to secure license for pesticides and herbicides.
14. Must possess basic maintenance abilities.
15. Must possess basic custodial abilities.

REPORTS TO: Director of Facilities
JOB GOAL: To be mutually formulated.
COORDINATES WITH: Administrators and Supervisor

GENERAL DUTIES AND RESPONSIBILITIES:

1. Grounds care:
 - a. Operate all grounds care equipment.
 - b. Keep all grounds clean.
2. Athletic field maintenance.
3. Snow removal. Hours may be altered to meet district's needs.
4. Maintenance and upkeep of equipment.
5. Present oneself in a manner conducive to projecting a professional, pleasant and positive image for the district.
6. Other duties as assigned by the supervisor within the scope of this job description.

JOB DESCRIPTION

POSITION: Secondary Library Assistant

MINIMUM QUALIFICATIONS:

1. High school graduate.
2. Sixty (60) college-level semester hours or equivalent experience/training. Semester hours and training must be relevant to the position.
3. Sound moral character.
4. Demonstrate good verbal and written communication skills.
5. Enjoy working with age-appropriate children.
6. Willingness to work cooperatively with staff.
7. Good organizational abilities.
8. Self-motivated.
9. Computer literate.
10. Willing to learn new skills and developments in the school operations, technology and education in general.

REPORTS TO: Administrator
JOB GOAL: To be mutually formulated.
COORDINATES WITH: Media Specialist and Administrator

GENERAL DUTIES AND RESPONSIBILITIES:

Assist the librarian or media specialist in the following:

1. Facilitation of library skills to each grade level at the school..
2. Maintain the physical care of the library exclusive of the custodial work.
3. 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.
4. Maintain files of catalogue cards, vertical file material and publishers' catalogs.
5. Assist teachers and students in selecting books and materials.
6. Write notices concerning overdue and/or damaged books and collect fines for such books as necessary.
7. Make simple repairs on damaged books and process more severely damaged books for repair.
8. Process and shelve incoming books and magazines.
9. Maintain the facility in an atmosphere conducive to library usage and oversee the general neatness and attractiveness of the library and its displays.
10. Read to individuals or small groups of students.
11. Assist in maintaining proper student discipline.
12. Present oneself in a manner conducive to projecting a professional, pleasant and positive image for the district.
13. Other duties as assigned by the supervisor within the scope of this job description.

JOB DESCRIPTION

POSITION: Para-educator

MINIMUM QUALIFICATIONS:

1. High school graduate.
2. Sixty (60) college-level semester hours or equivalent experience/training. Semester hours and experience must be relevant to position.
3. Sound moral character.
4. Demonstrate good verbal and written communication skills.
5. Enjoy working with age-appropriate children.
6. Willingness to work cooperatively with staff.
7. Good organizational abilities.
8. Self-motivated.
9. Computer literate.
10. Must be willing to learn new skills and developments in the area of school operations, technology and education in general.

REPORTS TO: Building Administrator or Program Administrator

JOB GOAL: To be mutually formulated.

COORDINATES WITH: Instructional Staff and Administrators

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.
4. May be required to use copy machine, VCR, other audio-visual equipment, office equipment or computers.
5. Specific duties and responsibilities will be developed on a building-by-building basis in a consultation meeting.
6. Present oneself in a manner conducive to projecting a professional, pleasant and positive image for the district.
7. Carry out one's job duties using common sense, discretion, confidentiality, initiative and organizational skills.
8. Other duties as assigned by the supervisor within the scope of this job description.

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.
6. Enjoy working with age-appropriate children.
7. Demonstrate basic verbal and written communications skills.

REPORTS TO: Building Administrator
JOB GOAL: To be mutually formulated.
COORDINATES WITH: Administrator

GENERAL DUTIES AND RESPONSIBILITIES:

1. Assist in insuring the successful daily operation of the school.
2. Supervise students as requested by the administrator.
3. Follow the school building's playground policy, rules and disciplinary procedures; complete required reports in an expedient manner.
4. Help maintain the cleanliness of cafeterias.
5. Present oneself in a manner conducive to projecting a professional, pleasant and positive image for the district.
6. Other duties as assigned by the supervisor within the scope of this job description.

JOB DESCRIPTION

POSITION: Full-Time Food Service

MINIMUM QUALIFICATIONS:

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

REPORTS TO: Food Service Supervisor

JOB GOAL: To be a team member.

COORDINATES WITH: Food Service Staff

GENERAL DUTIES AND RESPONSIBILITIES:

1. Prepare food for school-wide food service program.
2. Set up salad bar.
3. Load truck for other schools.
4. Clean cafeteria and kitchen, all inclusive.
5. Unload and store food deliveries.
6. Other duties as assigned by the supervisor within the scope of this job description.
7. Familiar with sanitary and food service code requirements.

LEAD COOK MUST ALSO BE RESPONSIBLE FOR:

1. Production and preparation of food.
2. Student count forms.
3. Breakfast money.
4. Inventory

NOTE: Detailed job descriptions are available from the food service supervisor.

JOB DESCRIPTION

POSITION: Part-Time Food Service

MINIMUM QUALIFICATIONS:

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

REPORTS TO: Food Service Supervisor

JOB GOAL: To be a team member.

COORDINATES WITH: Food Service Staff or Designee

GENERAL DUTIES AND RESPONSIBILITIES:

1. Pack supplies.
2. Unload truck.
3. Set up for food service.
4. Serve breakfast and/or lunch
5. Clean cafeteria and kitchen, all inclusive.
6. Count money and fill out forms.
7. Other duties as assigned by the supervisor within the scope of this job description.

JOB DESCRIPTION

POSITION: Part-Time Cashier

MINIMUM QUALIFICATIONS:

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

REPORTS TO: Food Service Supervisor

JOB GOAL: To be a team member.

COORDINATES WITH: Food Service Staff

GENERAL DUTIES AND RESPONSIBILITIES:

1. Collect and count food service monies.
2. Operate computer system.
3. Reconcile cash deposits.
4. Other duties as assigned by the supervisor within the scope of this job description.

JOB DESCRIPTION

POSITION: Food Service/Mail Delivery Truck Driver

MINIMUM QUALIFICATIONS:

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

REPORTS TO: Food Service Supervisor

JOB GOALS: To be a team member.

COORDINATES WITH:

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

SPECIFIC DUTIES AND RESPONSIBILITIES:

1. Load truck and make necessary deliveries to appropriate locations, including deliveries for food service and mail. A schedule will be developed for deliveries.
2. Ability to operate current equipment.
3. On special delivery days, the schedule may be altered to accommodate the needs of the district.
4. Ability to run computerized system and help facilitate food service.
5. Other duties as assigned by the supervisor within the scope of this job description.

JOB DESCRIPTION

POSITION: School Bus Technician

MINIMUM QUALIFICATIONS:

1. Any combination equivalent to graduation from high school supplemented by course work in gas and diesel engine repair and one year of increasingly responsible automotive repair experience.
2. Positive recommendations by former employer(s).
3. Experience in body and chassis, electrical systems, fuel systems and drive train operation.
4. Valid Michigan Class B driver's license with proper endorsements and must be able to obtain a School Bus Driver's Certificate within five months of employment. Employees in this classification must maintain insurability at the District's standard rate during the term of employment.
5. A combination of the above qualifications and experience as the Board of Education may find appropriate and acceptable.
6. Possess ASE School Bus Mechanic Certification within five months of employment (date dictated by testing date schedule).
7. Possess valid State of Michigan mechanic certification.

REPORTS TO:

Assistant Director of Facilities and Transportation

JOB GOAL:

To perform skilled automotive repair work on District school buses, trucks and other gas or diesel powered mechanical or automotive equipment; perform road tests to diagnose needed repairs and to test completed repairs; and operate a school bus over designated routes to transport school children when needed.

KNOWLEDGE OF:

1. Basic principles of gasoline and diesel powered internal combustion engines.
2. Methods, tools, equipment and materials used in repair and maintenance of motorized equipment
3. Operation and use of hand and power tools and equipment.
4. Health and safety regulations and procedures
5. Proper lifting techniques.

ABILITY TO:

1. Diagnose mechanical and electrical difficulties.
2. Operate shop equipment and tools including electronic testing equipment, welders and grinders.
3. Make minor repairs to a variety of automatic equipment.
4. Understand and follow oral and written directions
5. Observe legal and defensive driving practices.
6. Maintain routine records related to work performed.
7. Work cooperatively with others; work on own without direct supervision.

MAJOR DUTIES AND RESPONSIBILITIES (may include, but are not limited to):

1. **Repair District school buses and other gas or diesel powered mechanical or automotive equipment; perform road tests to diagnose needed repairs and to test completed repairs.**
2. **Inspect for mechanical defects in school buses, trucks, automobiles, backhoes, mowers, tractors and other mechanical equipment.**
3. **Disassemble motors and repair and replace parts; recondition and adjust ignition, carburetor systems and injection systems; service and maintain fuel (gas and diesel) and cooling systems.**
4. **Align wheels, replace suspension parts, make body and fender repairs, and paint buses as assigned; operate welding equipment to repair and fabricate metal parts.**
5. **Make repairs to interior seats and equipment as needed.**
6. **Overhaul transmissions and differentials; repair, adjust and replace air and hydraulic brakes and all components.**
7. **Repair alternators, starters, lighting systems, wheel bearings, fuel injectors and pumps.**
8. **Perform welding; rebuild equipment as needed.**
9. **Operate electronic testing equipment and other hand and power tools.**
10. **Conduct periodical mechanical safety checks on buses as mandated by law.**
11. **Perform lubrication, oil changes, battery maintenance, tire changes and servicing of equipment.**
12. **Drive a bus as needed over designated routes in accordance with time schedules, picking up and discharging school children.**
13. **Maintain bus and other motor equipment in clean and safe operating condition.**
14. **Maintain records of repairs and parts used.**
15. **Perform related duties as assigned.**

WORKING CONDITIONS:

Environment: Shop and outdoor environment; subject to driving a vehicle and bus to conduct work.

Physical Abilities: Lifting, bending, pushing, and moving objects weighing up to 75 pounds, hand and finger dexterity to operate mechanical tools and to drive vehicles, seeing to drive and to observe work performed, hearing and speaking to communicate with students, parents, and engine operation, reaching above the shoulder, overhead and horizontally, and climbing steps into the bus.

Hazards: Exposure to driving a school bus during adverse weather and traffic conditions, abusive or uncooperative individuals, vehicle exhaust, and working around and with machinery having moving parts.

JOB DESCRIPTION

POSITION: Assistant Mechanic

MINIMUM 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. Posses a working knowledge of cooling systems, fuel systems and 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 REPSONSIBILITIES (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 and 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. Drive school bus as needed.
13. Other duties as assigned by the supervisor within the scope of this job description.

JOB DESCRIPTION

POSITION: Secretary

MINIMUM QUALIFICATIONS:

1. High school diploma.
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 the ability to cooperatively and collaboratively work with others.
5. Be willing to learn new skills and developments in the area of school operations, technology and education in general.
6. Be of sound moral character.
7. Enjoys working with age-appropriate children.
8. Self-motivated.
9. Strong organizational skills.

REPORTS TO: Building and/or Program Administrator

JOB GOAL: To be mutually formulated.

COORDINATES WITH:

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

GENERAL DUTIES AND RESPONSIBILITIES:

1. Computer skills:
 - a. Use a word processor and be proficient in keyboarding.
 - b. Be willing to learn about the district's on-line data processing computer system.
 - c. Be able to set up and type letters, memos and documents.
2. Basic bookkeeping knowledge, with ability to:
 - a. Reconcile statements.
 - b. Prepare financial reports.
 - c. Record money received and make deposits.
3. Knowledge of proper telephone procedures and etiquette:
 - a. The ability to represent oneself and the Reed City Area Public Schools in a pleasant and positive manner.
 - b. The ability to take and relay messages in an appropriate and timely manner.
4. Problem-solving abilities:
 - a. Effectively deal with students, parents, staff and community members.
 - b. Maintain a calm, courteous environment.
5. Have a working knowledge of office equipment (high-speed duplicator, copy machine, fax, etc.).
6. Carry out one's job duties using discretion, confidentiality, initiative and organizational skills.
7. Present oneself in a manner conducive to projecting a professional, positive and pleasant image for the district.
8. Other duties as assigned by the supervisor within the scope of this job description.

**APPENDIX B
RCESPA Evaluation Form**

REED CITY AREA PUBLIC SCHOOLS
Reed City, Michigan

EMPLOYEE: _____ DATE: _____

PRESENT POSITION HELD: _____

LENGTH OF TIME IN PRESENT POSITION: _____

LENGTH OF TIME EMPLOYED: _____

- 1. 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 not 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

Rights under the Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE: Unpaid leave must be granted for any of the following reasons;

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substitute for unpaid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days' advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition and may require a second or third opinion (at the employer's expense) and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

UNLAWFUL ACTS BY EMPLOYERS: FMLA makes it unlawful for any employer to:

- Interfere with, restrain or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT:

- The US Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: Contact the nearest office of the Wage and Hour Division listed in most telephone directories under US Government, Department of Labor.

ADDENDUM TO SCHEDULE A
MESSA CARE CHOICES II

Plan A: For Employees Needing Health Insurance

- a. MESSA Care Choices II: The employee will pay no deductible for in-network (panel) providers or \$250 or \$500, whichever is applicable, for out-of network (non-panel) providers and \$5 or \$10 prescription co-pay. Co-payment requirements exist (see pages 22 and 23 of Choices II Booklet) for both panel and nonpanel providers.
- 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)

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 Maximum
90 Calendar Days-Modified Fill
Social Security Freeze
Alcoholism/Drug - 2 years
Mental/Nervous - 2 years
- a. Negotiated Life: \$30,000 (AD&D)

APPENDIX D

REED CITY AREA PUBLIC SCHOOLS

CASH OPTION CAFETERIA PLAN

VARNUM, RIDDERING, SCHMIDT & HOWLETT LLP
Bridgewater Place
333 Bridge Street, N.W.
Grand Rapids, MI 49504
(616) 336-6000

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GENERAL INFORMATION

NAME OF PLAN:	Reed City Area Public Schools Cash Option Cafeteria Plan
NAME OF SPONSOR:	Reed City Area Public Schools, a Michigan governmental entity
ADDRESS OF SPONSOR:	829 South Chestnut Street Reed City, Michigan 49677
TELEPHONE NUMBER:	(231) 832-2201
EMPLOYER ID NUMBER:	38-6003232
TYPE OF PLAN:	Cash Option Cafeteria Plan
PLAN YEAR:	September 1 through August 31
PLAN ADMINISTRATOR	Reed City Area Public Schools
AGENT FOR SERVICE OF LEGAL PROCESS:	Superintendent Reed City Area Public Schools 829 South Chestnut Street Reed City, Michigan 49677

This Plan is a government plan and, therefore, is not subject to Titles I and IV of ER

REED CITY AREA PUBLIC SCHOOLS
CASH OPTION CAFETERIA PLAN

The Board of Education of the Reed City Area Public Schools, a Michigan government entity (the "Employer"), amends and restates this Cash Option Cafeteria Plan (the "Plan") as set forth in this document, to be effective September 1, 2004.

ARTICLE I
INTRODUCTION

1.1 Cafeteria Plan Status. This document is intended to constitute a written plan qualifying as a Cafeteria Plan under §125 of the Code. The purpose of this document as a Cafeteria Plan is to provide each Participant the choices described in Section 4.1 below.

ARTICLE II
ELIGIBILITY, PARTICIPATION AND EFFECTIVE DATE

2.1 Effective Date of Restatement of Plan. The Plan is amended and restated effective September 1, 2004.

2.2 Eligibility. Each Employee of the Employer who is eligible for health care benefits, including teachers and support personnel (as those terms are defined in the applicable collective bargaining agreement between such Employee and the Employer) and non-union employees is eligible to participate in the Plan upon the Employee's date of employment with the Employer; provided, that the applicable collective bargaining agreement so provides and acknowledges eligibility for participation hereunder.

2.3 Commencement of Participation. Each Employee will commence participation in the Plan on the first day of the calendar month coincident with or following his/her date of becoming eligible pursuant to Section 2.2 above. However, commencement of coverage and Benefits under the Medical Plan is as stated within the appropriate contract.

2.4 Cessation of Participation. A Participant will cease to be a Participant in the Plan as of the earlier of: (a) the date on which the Plan is terminated, or (b) the date on which he/she ceases to be an eligible Employee under Section 2.2, and all COBRA rights have been waived and/or fulfilled.

ARTICLE III
DEFINITIONS

3.1 "Benefits" mean the amounts paid to, or coverage received by, Participants under the Cafeteria Plan, as compensation or coverage, whichever the Participant elects.

3.2 "Code" means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section.

3.3 "Dependent" has the same meaning as given such term under the Medical Plan.

3.4 "Employee" means any individual employed by the Employer pursuant to Section 2.2 above, and does not include independent contractors or leased employees.

3.5 "Medical Plan" means the group medical/hospitalization plan provided to non-union employees or negotiated by the Employer and the Reed City Education Association, MEA/NEA and by the Employer and the Reed City Educational Support Personnel Association, MEA/NEA and included in their respective Master Agreements, as more particularly described in the appropriate contract and policy issued by the Insurance Company. For the Reed City Education Association, MEA/NEA and the Reed City Educational Support Personnel Association, MEA/NEA, those benefits are: MESSA Super Care 1.

3.6 "Participant" means any Employee who is eligible to participate in the Plan in accordance with ARTICLE II.

3.7 "Plan Administrator" means the Reed City Area Public Schools.

3.8 "Plan Year" means the 12-month period beginning on September 1 and ending on August 31 of each subsequent calendar year.

ARTICLE IV
FUNDING

4.1 Employer Contributions. The Employer will fund all the benefits of this Plan from its general assets.

4.2 Maximum Employer Contributions. The maximum Employer contribution will be as stated on the Election Form. (See Attachment "A"). No Employee shall be

required to sign an Election Form not containing the dollar amount of the Employer's maximum contribution.

ARTICLE V
CAFETERIA PLAN BENEFITS

5.1 Benefit Options. Each Plan Year, a Participant may elect to receive one of the benefits described below:

A. Medical Plan Coverage. Each participant may elect to receive coverage for himself/herself and his/her eligible Dependents under the negotiated Medical Plan for the Plan Year; or

B. Cash in Lieu of Medical Plan Coverage. Each eligible Employee may elect to waive coverage for himself/herself and his/her Dependents under the Medical Plan and receive cash in lieu thereof, in the amount specified on the Election Form for such Plan year; provided, however, the Participant must be covered under some other medical/hospitalization plan or policy and must provide proof, satisfactory to the Plan Administrator, of such other coverage, in order to waive coverage under the Medical Plan. The cash will be paid to the Employee in the first paycheck of each month.

C. Pre-Tax Premium Payment. Each Participant who elects Medical Plan coverage and who has an obligation to pay a share of the cost of such medical coverage will pay the Participant's share of the cost on a pre-tax basis. All such premium payments will be treated as a payment for qualified benefits under Code §125.

5.2 New Participants. Any Participant who becomes eligible for a Benefit under Section 4.1, on a date other than the first day of the Plan Year, is entitled to such Benefit, on a pro-rata prospective basis only, during the remaining months in the Plan Year after his/her Election Form is filed with, and accepted by, the Plan Administrator.

5.3 Coverage Provided Under Separate Medical Plan. Coverage and Benefits under the Medical Plan are provided under the separate group contract/plan negotiated by the Employer, and not under this Plan. The type and amount of Benefits available under the Medical Plan (including deductibles and co-pays), and the eligibility and coverage requirements under the Medical Plan (including pre-existing illness rules, coverage limits and coordination of benefit rules) are as provided in such separate negotiated contracts.

ARTICLE VI
ELECTION PROCEDURES

6.1 Election Form. At least 30 days prior to the first day of the Plan Year, or upon commencement of participation, the Plan Administrator will provide to each Participant an Election Form, attached hereto, which form will reflect the Participant's choice under Section 4.1 for such Plan Year.

6.2 Election Procedure. To be effective as of the first day of the Plan Year, or the first day he/she becomes eligible in the case of a new Participant, each Election Form must be completed and returned to the Plan Administrator on or before such date as the Plan Administrator specifies, which date will be no later than the beginning of the Plan Year or the effective date of participation in the case of a new Participant.

6.3 Failure to Complete Election Form. Any Participant who fails to initially complete an Election Form for any Plan Year in a timely manner is deemed to have elected to receive the negotiated Medical Plan coverage for his/her employee group.

6.4 Change of Election by Plan Administrator. If the Plan Administrator determines, at any time during the Plan Year, that the Plan may fail to satisfy any nondiscrimination rule imposed by the Code or any limitation on Benefits provided to certain Employees, the Plan Administrator may take such action as the Plan Administrator deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. The Employee and his/her Association shall be notified and consulted prior to any action being taken.

6.5 Change of Election by Participant. A Participant's election (or failure to elect) is irrevocable by the Participant during the Plan Year, subject to a change in family status. A Participant may revoke his/her election for the balance of a Plan Year and file a new Election Form only if both the revocation and the new election are on account of, and consistent with, a "change in family status." A "change in family status" for this purpose has the same meaning as given such term in the Income Tax Regulations under §125 of the Code, and, generally, includes the marriage or divorce of the Participant, the death of a Spouse or other Dependent, the birth or adoption of a child, the termination or commencement of employment of a Spouse, the switching from part-time to full-time employment, or vice versa, of the Participant or his/her spouse, the taking of an unpaid leave of absence of the Participant or his/her Spouse, and such other events that the Plan Administrator determines will permit a change or revocation of an election during a Plan Year under the Income Tax Regulations and rulings of the Internal Revenue Service. Any new election under this Section will be effective at such time as the Plan Administrator prescribes, in accordance with applicable rules of the Internal Revenue Service.

6.6 Election Period. The "Election Period" for the Benefits under the Plan established in this document is the thirty (30) days prior to the first day of the Plan Year.

ARTICLE VII
ADMINISTRATION OF PLAN

7.1 Plan Administrator. The administration of the Plan is under the supervision of the Plan Administrator. The Superintendent of the Employer has the right to appoint and remove the Plan Administrator at any time. It is a duty of the Plan Administrator to see that the Plan is carried out, in accordance with its terms, without discrimination. The Plan Administrator has the full power to administer the Plan, subject to any applicable requirements of law and a Participant's rights to a review and appeal as set forth in the grievance procedures of the negotiated Master Agreements. For this purpose, the Plan Administrator's powers include, but are not limited to, the following authority, in addition to all other powers provided in this document:

A. To make and enforce such rules and regulations as the Plan Administrator deems necessary or proper for the efficient administration of the Plan;

B. To interpret the Plan, the Plan Administrator's interpretation to be final and conclusive on all persons claiming Benefits under the Plan;

C. To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and his/her commencement and termination of participation dates;

D. To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan, with costs for same to be borne by the Employer; and

E. To allocate and delegate the Plan Administrator's responsibilities under the Plan, and to designate other persons to carry out any of the Plan Administrator's responsibilities under the Plan, any such allocation, delegation, or designation to be in writing.

Any decisions to be made with respect to the eligibility, entitlement, payment or Benefits to, or for the benefit of, the acting Plan Administrator will be made or ratified by an individual authorized by the Employer who is not the Plan Administrator.

7.2 Examination of Records. The Plan Administrator will make available to each Participant and each Association, such records under the Plan as pertain to him/her, or their members for examination at reasonable times during normal business hours.

7.3 Reliance on Receipts, etc. In administering the Plan, the Plan Administrator is entitled, to the extent permitted by law, to rely conclusively on all receipts, papers, statements, certificates, opinions and reports which are made or furnished by any Employee, Participant, accountant, counsel or other agent employed or engaged by the Plan Administrator.

7.4 Funding. The participation and coverage under the Plan is funded solely by the Employer, as negotiated by the parties.

7.5 Limitation of Rights. Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, are to be construed as giving to any Participant or other person any legal or equitable right against the Employer or the Plan Administrator, except as specifically provided herein.

7.6 Non-Alienation. No benefit may in any manner be alienated, sold, transferred, assigned, pledged or subjected to attachment, garnishment or encumbrance of any kind.

7.7 Severability. Should any provision of this document be found to be null and void, all remaining provisions shall continue in full force and effect.

7.8 Gender. As used herein, the masculine includes the feminine and neuter, and the singular, the plural, and vice versa, whenever such meanings would be appropriate.

7.9 Governing Law. This document, the Plan and any matter relating hereto, are governed by, and interpreted in accordance with, the laws of the State of Michigan and the Code.

7.10 Employment Relationship. Nothing in this document shall be construed to create, continue or modify the employment relationship of any Employee. Nothing in this document shall be construed to modify or amend any collective bargaining agreement, or to add or change any employee benefit not approved by any such collective bargaining agreement.

ARTICLE VIII **AMENDMENT AND TERMINATION OF PLAN**

Notwithstanding anything herein to the contrary, the Employer reserves the right to amend or terminate the Plan, at any time and from time to time, and to negotiate changes of any coverage under the contractually provided Medical Plan. No Employee, Participant, Dependent or any other person (whether or not then absent from work

because of illness, personal injury, disability or sickness, and whether or not then under medical, dental, psychiatric, surgical or hospital treatment or care) will have any further right, title, interest, or claim, legal or equitable, in or to any Benefit payable under the Plan beyond the Plan Year in which the Plan or Benefit is subject to a negotiated change and/or termination.

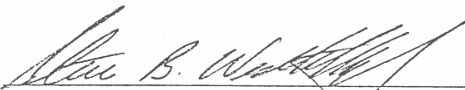
ARTICLE IX
CLAIMS PROCEDURE

9.1 Nothing in this Section is deemed to deny or restrict any COBRA rights available to any Employee.

9.2 Any claim arising out of this Plan shall be adjudicated by using the appropriate negotiated grievance procedure including final, binding arbitration. Said grievances shall be filed at the Superintendent level of the contractual procedure.

IN WITNESS WHEREOF, the Employer has caused this document to be executed in its name and behalf as of the day and year first below written.

REED CITY AREA PUBLIC SCHOOLS,
a Michigan governmental entity

By 

Its SUPERINTENDENT

Date 10/11/2004

Attachment "A"
REED CITY AREA PUBLIC SCHOOLS
CASH OPTION CAFETERIA PLAN ELECTION FORM

For the period from _____ to August 31, 2005 (the "Plan Year")

Employee's Name: _____ SS# _____

Under the Cash Option Cafeteria Plan, you may elect to receive coverage under the negotiated Medical Plan for yourself and your eligible dependents. Alternatively, you may elect to waive coverage under the negotiated Medical Plan for yourself and your eligible dependents and receive additional compensation instead. However, in order to waive coverage under the negotiated Medical Plan, you must have proof of coverage for yourself some other medical/hospitalization plan or policy. Your election will remain in force for the Plan year _____ through August 31, 2005), and may not be changed, except in the case of, and consistent with, a "change in family status" as defined in the Plan document.

**DO NOT COMPLETE THIS FORM UNTIL ALL MONETARY AMOUNTS
ARE INCLUDED BELOW:**

Negotiated Medical Plan Coverage

_____ I elect to receive coverage for myself and my eligible dependents under the initial contractually negotiated Medical Plan for the Plan year.

Employee contribution for negotiated medical plan: \$ _____

Waiver of Coverage Under Negotiated Medical Plan

_____ I elect to waive coverage for myself and my eligible dependents under the contractually negotiated Medical Plan for the Plan Year, and receive the additional compensation stated below instead. I represent that I have medical/hospitalization coverage for myself under another plan or policy.

Additional Compensation as negotiated by the parties: \$ _____

I acknowledge and agree that the negotiated Master Agreement between my Association and Employer, which may be amended from time to time, shall govern my rights to and benefits thereunder, irrespective of any oral statements made by the Employer.

Employee's Signature: _____ Date: _____

Date Received by Plan Administrator: _____ Initials: _____

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