

MASTER AGREEMENT

between the

**Three Rivers Educational Support Personnel
Association TRESPA/SMEA/MEA/NEA**

and the

**Three Rivers Community Schools
Board of Education**
Three Rivers, Michigan

JULY 1, 2007 TO JUNE 30, 2011

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into by and between the Three Rivers Community Schools Board of Education, hereinafter called the "Board" and the Southwestern Michigan Education Association, an affiliate of the Michigan Education Association, and the National Education Association, hereinafter called the "SMEA", and its respective affiliate, the Three Rivers Educational Support Staff Employees, hereinafter referred to as "TRESPA". The signatories shall be the sole parties to the Agreement.

Article 1 - Recognition

- 1.1 **Purpose.** The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful relations between the Employer and the Association for the mutual benefit of the public, the Employer and its employees, and the Association.
- 1.2 **Recognition.** The Employer recognizes the Association as the exclusive representative of all the employees in the bargaining unit in respect to rates of pay, wages, hours of employment or other conditions of employment.
- 1.3 **Bargaining Unit Defined.** The word "employee" as used herein shall mean all full-time and regular part-time secretaries, custodians, head bus mechanic, bus mechanics, bus mechanic helpers, licensed electrician, grounds personnel, maintenance and delivery personnel, regular and regular unassigned bus drivers, excluding supervisory, confidential and all other employees.

Article 2 - Employer Rights and Responsibilities

2.1 Management Rights.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union neither as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.

3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees in accordance with the Articles contained in this Agreement.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees, including physical conditions as provided by state and federal law.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
11. Determine the policy affecting the selection, testing or training of employees.
12. To hire all employees, to determine their qualifications and conditions for their continued employment.
13. To establish course of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc. by employees, including special programs during regular work hours. However, nothing shall preclude providing of in-services, etc. outside work hours and the employees will be paid their hourly rate if attendance is mandated.
14. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.
15. To determine and re-determine job content.

There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, expecting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of secretaries and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.

Subject to the provisions of this Agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

- 2.2 **Employer Cooperation.** The Employer agrees to cooperate with the Association in the application and implementation of this Agreement and further agrees that it will not engage in any lockout.
- 2.3 **Non-Discrimination.** It is the policy of the Three Rivers Community Schools that no person, on the basis of race, sex, color, religion, national origin or ancestry, age, marital status, disability unrelated to the ability to perform the duties of the position, shall be discriminated against in employment.

Article 3 - Association/Employee Rights and Responsibilities

- 3.1 **Use of School Facilities and Equipment.** The Association shall have the right to use school building facilities and equipment, at reasonable hours, for meetings of members of the bargaining unit, provided that such use shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities or equipment.
- 3.2 **Bulletin Boards.** The Association shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof, and the reasonable use of the Employer's mail service. All materials shall bear the name of the Association and the name of the person authorizing the posting or the distribution thereof. No Association materials of any kind shall be displayed on/or about the physical facilities of the Employer except on the designated bulletin boards and no displayed materials shall be derogatory to the Employer or to any employee. The Association shall save and hold the Employer harmless from any and all expense or liability, whatsoever, arising out of the preparation and/or use of any such materials.
- 3.3 **Release of Information.** Upon written request from the Association, the Employer shall furnish the Association within a reasonable period of time such information as may be required by law for the negotiation or administration of the Collective Bargaining Agreement.

- 3.4 **Association Representatives.** The Association shall promptly notify the Employer, in writing, of the names of those persons who have been authorized to act on its behalf and the authority of each person, which notice shall remain in effect until superseded by a new written notice.
- 3.5 **Association Activities.** Except with the express prior agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives of the Association from having such reasonable contact with members of the bargaining unit as shall be necessary to ascertain that the terms of this Agreement are being observed, and provided, further, that any such contact shall not interfere with or disrupt normal school operations.
- 3.6 **Association Dues and Service Fees.**
- 3.61 **Financial Responsibility.** Membership in the Association is separate and distinct from the assumption by an employee of his equal obligation to compensate the Association for the benefits he receives from representation. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally with regard to whether or not any employee is a member of the Association. The terms of this Agreement have been equally made for the benefit of all of the employees in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and that each assumes his fair share of the cost of representation.
- 3.62 **Service Fee.** Each employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days after completion of ninety (90) work days shall pay a service fee. This fee shall be retroactive to the first day of active employment while performing TRESPA recognized bargaining unit work. The service fee shall be equivalent to each employee's proportionate share of the cost of negotiating and administering the collective bargaining agreement, including employee representation, which share shall, for the purpose of this provision, be deemed to be not more than the regular monthly union membership dues uniformly required of employees who are members. The determination of the applicable service fee shall be consistent with MEA policy and procedure regarding objections to political-ideological expenditures, and applicable law and court decisions. The Association shall certify in writing to the Employer the authorized amount to be deducted monthly from each employee's pay.
- 3.63 **Employee Authorization.** Each employee shall sign and deliver to the Employer an assignment authorizing the deduction of union dues or a service fee, as the case may be. Such authorization shall continue in full force and effect unless revoked in writing by the employee at least thirty (30) days prior to the effective date of such revocation. Dues deductions pursuant to such authorization shall be made from one regular paycheck each month for ten (10) months beginning in September.

3.64 **Employer Responsibility.** The Employer shall promptly notify the Association President in writing of all new hires, laid off TRESPA employees and employees on approved leaves of absences within five (5) work days of the hire date or date of layoff/approval of leave. The Employer shall deduct the authorized amount from each employee's pay and transmit the total deductions to the financial officer designated by the Association within fifteen (15) days following the last pay period in the month, together with a list of each employee for whom deductions were made, except that the Employer shall not be required to make deductions authorized by an employee during any pay period such employee did not provide services to the Employer unless such employee was on a paid leave of absence or receiving sick leave benefits authorized by this Agreement. Moreover, the Employer shall not be required to make any dues deductions in preference to legally required deductions or if any employee's pay in any pay period is not sufficient to cover such dues. The Employer shall use its best efforts to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies forthwith.

If an employee does not pay the applicable dues of service to the Association, the Employer shall, upon written notification by the Association, deduct that amount from the employee's wages and remit such amount to the Association as authorized under MCLA 408.477. If involuntary payroll deduction becomes legally disallowed, the parties will meet and negotiate an alternative means for paying agency shop fees.

3.65 **Application and Indemnification.** The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association, by the execution of this Agreement, expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of this Section, including, but not limited to, a claim by an employee that the service fee, as herein established, is not equivalent to each employee's proportionate share of the cost of negotiating and administering the collective bargaining agreement, including employee representation. If the indemnification and hold harmless provision is found to be unlawful, the Employer shall not be obligated to withhold involuntary dues deductions.

3.66 **Discrimination.** Neither party shall exert any pressure on nor discriminate against any employee, by reason of his/her joining or refusing to join the Association.

3.7 **Association Representation.** The employees covered by this Agreement may be represented by up to five (5) stewards. Except as hereinafter provided, the authority of stewards shall be limited to, and shall not exceed, the investigation and processing of disputes pursuant to the dispute resolution procedure set forth in Article 6 of this Agreement, provided, however that the investigation of and conferences between a steward and other employee(s) regarding alleged disputed shall take place outside regular

duty hours unless express permission has been granted by the steward's immediate supervisor. If permission is granted, a steward shall not lose pay thereby; however, reasonable time limits for such investigation may be imposed by the Supervisor. In addition, a steward shall be the primary channel for communications and discussion between the Employer's supervisor and the Association with respect to matters arising out of this Agreement.

3.8 **Association Days.** The Employer agrees to grant three (3) Association days, for TRESPA officers/designee, which shall be used within the fiscal year beginning July 1, and ending June 30 of each year. The Association days may be used in accordance with the following guidelines, namely:

- A. Attendance at meeting of the Michigan Education Association for the purpose of conducting official TRESPA business, including conventions, workshops, schools and other similar activities related to the representation of the employees covered by this Agreement.
- B. Not more than one (1) officer/designee in each classification may be granted an Association day leave at a time, with a maximum of three (3) officers/designee gone at one time.
- C. Association day leaves shall not materially interfere with the normal operations of the Employer or with the discharge of the officer's/designee's duties.
- D. Except for good cause, a request for an Association leave day shall be made in writing not less than five (5) working days prior to the leave.
- E. Use of an Association day leave shall not disqualify an officer/designee from receiving an attendance incentive bonus.
- F. In-service leave may be used in ½ day increments to attend to Association business.

3.9 **Association Cooperation.** The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with, and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer.

3.10 **Round Table.** When reasonably requested by either party, a meeting shall be held with employee representatives from a department and the department head and/or other administrators for the purpose of reviewing issues, suggestions, strategies or concerns for the parties.

The meetings shall not replace the grievance or negotiation procedures but are to facilitate employee/employer cooperation. No more than three (3) employees from a

department will attend unless agreed to by the employer. Such meetings will occur during non-work hours unless previously agreed to by the superintendent.

Article 4 - Vacancies and Classifications

4.1 **Vacancies and Transfers.** Subject to the following guidelines, the Employer shall have the right to assign employees to vacant or newly created positions. "Vacancy" is defined as a newly created position or an opening which the Board intends on filling, created by a resignation, retirement, discharge or transfer to a non-bargaining unit position. Vacancy as used herein includes a regular bargaining unit position whose incumbent is on an authorized leave of absence and which has been filled by a temporary employee for an extended period which exceeds ninety (90) consecutive scheduled workdays. On the ninety first (91st) work day, the assignment shall be considered vacant for the purposes of this article and shall be posted as vacant. If by mutual written agreement between the Association and the Employer said position may remain unfilled and may not be posted as a permanent vacancy for a period not to exceed one (1) year.

4.11 **Notice.** Notice of a vacancy shall be posted on appropriate bulletin boards and on the District's website for seven (7) workdays. A written copy of such posting shall be given to the Association President to receive such notice, provided however, that subject to the remaining provisions set forth hereafter, the Employer shall not be required to post more than two (2) successive vacancies caused by the transfer of an employee to a different position, including the posting of the initial vacancy.

Postings shall generally contain:

1. Title and classification of position;
2. Primary location of work;
3. Starting pay;
4. Hours;
5. Minimum qualifications; and
6. Other relevant information.

4.12 **Bidding.** An employee in the classification in which the vacancy exists may bid for the posted job opening by notifying the Employer in writing within the posting period. Photocopies of all original TRESPA bids shall be provided to the TRESPA President for each TRESPA posting, provided however, that employees in Categories 1 and 2 may cross bid without losing seniority; Reference 11.53. Three Rivers Community School District and TRESPA encourage members to submit their resume to the Director of Operations by the timeline on the posting.

4.13 **Selection.** A vacancy shall be filled within a reasonable time from and after the date of posting by the most senior eligible employee who has bid for the position. With respect to a vacancy for which cross bidding is permitted, if no employee in the classification in which the vacancy exists has bid, then the most senior eligible employee in the other classification who has bid shall be given preference.

An employee in order to be deemed eligible must have performed satisfactorily in his present position and must possess the necessary qualifications, as determined by the Employer, to perform the duties of the new position.

- 4.2 **Involuntary Transfer.** Nothing herein contained shall limit the right of the Employer to temporarily transfer an employee for a period not to exceed thirty (30) workdays for any reason, or for a longer period to cover temporary vacancies created by leaves of absence, illness, vacations and the like, or to transfer an employee to a different position within a classification by reason of a reduction in force starting with the least senior employee in such classification. Employees shall be paid the hourly rate of the position to which they are transferred, except that no employee shall be reduced in pay.

All involuntary transfers shall be reduced to written notice for all affected employees and a copy of this notice shall be sent to the TRESPA President.

- 4.3 **Jobs and Classifications.** The Employer may establish, modify, or eliminate existing classifications or positions and such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate. The performance of duties by an employee within the same classification or position at more than one location within the District shall not constitute the modification or establishment of a new or revised job classification or position. The Employer shall meet with the Union within thirty (30) calendar days after the establishment of any new or changed job for the purpose of negotiating the rate and classification. The pay rate when established shall be retroactive. The Employer will keep the union informed as to all modifications within the unit.

When assigned work is eliminated by the Employer, the affected employee(s) shall be advised of their contractual right and procedure to bump a less senior employee by the Employer.

The affected employee(s) shall bump the least senior employee(s) holding an assignment equal in hours to the eliminated assignment held by the affected employee within the affected classification. If no such assignment exists, the affected employee(s) shall bump the least senior employee holding an assignment closest in hours to the eliminated assignment.

When a vacancy occurs that is equal in hours to the affected employee's eliminated assignment, the affected employee(s) shall be offered the vacancy in seniority order, prior to the work being posted. If the affected employee(s) decline the work, the affected employee(s) shall waive their right to have the lost hours restored.

If all affected employee(s) decline the work, the vacancies shall be posted within the affected classification in accordance with Article 4.11.

In no event shall employees be allowed to bump into an assignment with more hours than the affected employee(s) previously held without first giving opportunity for all employee(s) of higher seniority to bid on the vacant work.

Article 5 - Employee Conduct and Discipline

- 5.1 **Employee Conduct.** Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that they include the following:
- A. The performance of all duties with reasonable diligence and in a professional manner, including but not limited to, the avoidance of interruptions in the employee's assigned duties as a consequence of unauthorized work-side visits by friends, spouses, relatives and the like.
 - B. The prompt notification to the Employer of any physical or mental condition of the employee which may temporarily or permanently impair the ability of the employee to adequately discharge his/her responsibilities.
 - C. The prompt notification of the Employer of defective conditions in the physical facilities, or equipment of the District which may cause injuries to persons or damage to property, or which may be required in order to provide proper maintenance, or otherwise may affect employee safety. In this latter connection, an employee may refuse to carry out a particular work assignment only if, at the time he/she is given the work assignment, he/she reasonably believes that by carrying out such work assignment he/she will endanger his/her safety or health. In such an instance, the employee has the duty, not only of stating that he/she believes there is a risk to his/her safety or health, and the reason for believing so, but he/she has also the burden, if called upon, of showing by appropriate evidence that he/she has a reasonable basis for his/her belief.
 - D. The prompt notification of the Employer of any misuse, abuse, or illegal use of any of the physical facilities or equipment of the District for which the employee has responsibility.
 - E. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the Employer.
 - F. The avoidance of outside employment or other competing activities which may reasonably impair the ability of any such employee to adequately discharge his/her duties.
 - G. The avoidance of any activity which:
 - 1. Is contrary to the best interests of the Employer and its responsibility to the public for the education, safety, and well-being of students and other persons who may use its facilities and the proper preservation of public property, or
 - 2. Is contrary to honesty or good morals.

- H. Compliance with the provisions of Section 380.1312 of Revised School Code, as amended, otherwise known as the "corporal punishment statute."
- I. The compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement including reasonable rules and regulations which may be from time to time adopted by the Employer.

5.2 **Disciplinary Action.**

5.21 Upon completion of the probationary period as defined under Article 8.1, an employee shall not be disciplined, discharged, or suspended without just cause. Just cause shall include, but not be limited to, the failure of an employee to discharge the responsibilities set forth in this Agreement. The discipline shall be progressively applied by the Employer, as stated below in 5.21 A, B and C. A grievance may be filed for any disciplinary action taken by the Employer in the manner and time hereinafter provided. The Association President shall be notified, in writing, of any disciplinary action taken by the employer against an employee within the bargaining unit.

A. When the Employer feels disciplinary action is warranted, the TRESPA President will be notified as soon as possible that disciplinary action may be taken against an employee.

B. Discipline shall be progressive on the part of the Board and shall be implemented using the following guidelines:

- Step 1 – Verbal/Written warning
- Step 2 – Written warning and/or probationary period
- Step 3 – Three (3) days off without pay and written disciplinary notice will be provided to the employee
- Step 4 - Five (5) days off without pay and a written disciplinary notice will be provided to the employee. Notification shall also be provided at this time that any further disciplinary notices (written or verbal) may result in termination of employment.
- Step 5 – Termination

Depending on the severity of the offense, the steps above may be waived, at the employer's discretion.

C. The record of any disciplinary action taken against an employee which is found to be unsubstantiated by mutual agreement shall be expunged from the Employee's personnel file.

5.22 An employee shall have the right to have present Association representation in disciplinary meetings and shall be notified of such right by the Employer prior to the disciplinary meeting.

The Employee will be notified if discipline is likely to occur at a meeting and the Employee shall be responsible to contact the Association representative if so desired.

- 5.23 An employee may, within ten (10) working days of discipline, attach a rebuttal to a disciplinary memo which shall remain in the personnel file.

Article 6 - Grievance Procedure

6.1 **Objectives.** It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation or application of this Agreement which has not been resolved through the use of normal administrative procedures.

6.2 **Dispute Resolution Levels.**

6.21 **Informal Adjustment.** Prior to filing a written grievance, the employee shall meet with his/her immediate supervisor for the purpose of attempting to adjust such alleged disagreement without further proceedings. The request for the meeting must be made within five (5) days from the time of the event or the time the employee reasonably should have known of the event.

6.22 **Written Grievance.** If the employee grievance is not satisfactorily resolved at the informal conference, the employee shall have five (5) days within which to file a written grievance which is located in Appendix B. The grievance shall be filed with their immediate supervisor, and shall include:

- A. An identification of the employee;
- B. The facts upon which the disagreement/grievance is based;
- C. The applicable portion(s) of the Agreement alleged violated;
- D. The specific relief requested;
- E. The date of the grievance; and
- F. The signature of the employee.

A reply shall be filed within five (5) days from the receipt of the written grievance.

6.23 **Formal Conference.** Formal conference shall be held with the Superintendent or his/her designee. If the reply is not satisfactory and a request is made by the employee within five (5) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request.

The purpose of the formal conference shall be to seek a positive and constructive disposition of the disagreement and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the grievance shall be in writing.

- 6.24 **Mediation.** If the grievance is not satisfactorily resolved, the conference shall be adjourned and reconvened with a state mediator if requested by both the Employer and the employee. If the claim is not settled by agreement through mediation or the formal conference with the Employer, whichever is applicable, the Employer shall file a reply within ten (10) days after the completion of the formal conference or of mediation, whichever shall last occur.
- 6.25 **Arbitration.** If the grievance is not satisfactorily resolved at the formal conference, the grievance may be submitted by the Association to arbitration if such request is made within ten (10) days from the receipt of the formal conference reply. The Association shall at the time of this request notify the employer in writing. The arbitrator shall be selected and the hearing conducted in accordance with the following guidelines, namely:
- A. The arbitrator shall be selected from a list provided by the American Arbitration Association.
 - B. The hearing shall be conducted in accordance with the rules of the American Arbitration Association, provided, however, that:
 - i. The rules of evidence as applied in a non-jury civil case in Circuit Court shall be followed as far as practicable, but the arbitrator may admit and give probative effect to evidence of a type commonly relied upon by a reasonably prudent person in the conduct of his/her affairs. Irrelevant, immaterial or unduly repetitious evidence will be excluded.
 - ii. The arbitrator shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law or regulation, it being expressly agreed that any such determination shall be made by a court of law.
 - iii. The arbitrator shall render his/her written decision within thirty (30) calendar days from the conclusion of the hearing unless extended by mutual agreement of the parties, which decision shall separately set forth his/her specific findings of fact, decision, and award.
 - iv. Either party shall have the right within twenty (20) calendar days from the receipt of the decision of the arbitrator to apply to a court of competent jurisdiction for a rehearing of the grievance both as to the facts and the law, provided, however, that if application is

not made within such time, the decision of the arbitrator shall be final and binding upon the parties.

- v. The rules may be amended, in writing, by the mutual agreement of the parties.

6.3 **General Procedures.**

6.31 **Definition.** As used in this Article, the word:

- A. "Grievant" means the Association or employee filing the grievance. If Grievant is an employee, the employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
- B. "Party" means the Employer or the Association, or an authorized representative of either the Employer or the Association.
- C. "Event" means the act or omission which the Grievant alleges violates one or more provisions of the Agreement.
- D. "Day" means a calendar day except Saturday, Sunday or scheduled holiday.

6.32 **Form of Action.** All grievances, replies and requests shall be in writing and shall be filed with each party.

6.33 **Exclusions.** The grievance procedure shall not apply to:

- A. A grievance by any employee who desires to assert his/her legal right to present such grievance directly to the Employer and have it adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.
- B. Any grievance concerning which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a grievant shall have one (1) remedy only.
- C. The discipline, discharge, or suspension of a probationary employee.
- D. Any provision of this Agreement which contains an express exclusion from this procedure.
- E. The content of the evaluation of an employee.

6.34 **Withdrawals and Denials.** Any grievance or request for advancement to the next dispute resolution level which is not made within the time prescribed shall be

deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next dispute resolution level. The time limits set forth herein may be extended by mutual agreement of the parties.

- 6.35 **Place of Proceedings.** All proceedings shall be held on the Employer's premises, except as the parties shall otherwise mutually agree.
- 6.36 **Costs.** Any fee paid for the services of a hearing officer shall be shared equally by the parties, except as the arbitrator shall otherwise decide. Each party shall be responsible for its own costs.
- 6.37 **Contract Termination.** The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.

Article 7 - Compensation

- 7.1 **Compensation and Fringe Benefits.** The basic compensation schedules for employees by this Agreement and provisions for fringe benefits shall be set forth in Schedules CM, S, and T which are attached to and incorporated into this Agreement.
- 7.2 **Pay Days.** Employees will normally be paid every other Friday during their regular employment period.
- 7.3 **Deductions.** The Employer shall have the right to deduct from the pay of each employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Employer and the employee. Salary deduction for time lost shall be computed as follows: the employee's hourly rate of pay multiplied by the actual working hours lost.
- 7.4 **Overtime Compensation.** An employee shall be entitled to receive overtime compensation at the rate of one and one-half (1 1/2) times his/her regular rate of pay for hours worked in excess of forty (40) hours during a work week, provided that custodial/maintenance and secretarial employees shall be entitled to overtime compensation for hours of work in excess of eight (8) hours per day or in excess of forty (40) hours during a work week. An employee shall receive two (2) times his/her regular rate of pay for hours worked on Sunday or on scheduled holidays. Overtime shall not be paid on overtime, unless expressly required by applicable laws or regulations.
- 7.5 **Overtime Scheduling.** Overtime work shall be as scheduled by the Employer, and except in the case of emergency, must be authorized by the Employer in advance. For custodial/maintenance employees, overtime shall be assigned on a rotating basis, provided that in the case of a building to which two (2) or more custodial employees are

regularly assigned, overtime shall be assigned to the extent possible on a rotating basis among employees assigned to such building.

- 7.51 **Overtime Equalization Procedure.** Overtime for custodial work shall be rotated among all custodians who sign up for overtime opportunities. It is understood and agreed that certain job assignments will not be subject to rotation because they require special training or experience (e.g. middle school auditorium). It is further understood and agreed that rotation of overtime may not result in total overtime equity. If a custodian who has signed up for overtime opportunities excessively refuses overtime assignments when offered, such employee will not be considered for future overtime assignments.
- 7.6 **Mileage Reimbursement.** An employee required by the Employer to use his/her personal car for the benefit of the Employer shall be reimbursed at the rate established by the IRS provided that a mileage record is submitted to the Employer in accordance with procedures instituted by the Employer.
- 7.7 **Compensation for Unused Sick Leave Days.** A full-time or regular part-time employee who retires or voluntarily terminates his/her employment relationship with the Employer, or who dies while in the employ of the Employer, and who provided services for at least five (5) years prior to such event shall be eligible to be paid for the accrued but unused sick leave days at the rate of Twenty Dollars (\$20.00) per day, provided that in no event shall the payment for unused sick leave days exceed Two Thousand (\$2,000). Employees who provided services for twenty (20) years or more shall be eligible to be paid for the accrued but unused sick leave days at the rate of Twenty Dollars (\$20.00) per day, provided that in no event shall the payment for unused sick leave days exceed Two Thousand Four Hundred Dollars (\$2,400). In the case of an employee who dies, the payment shall be made to the employee's surviving spouse or, if the employee does not leave a surviving spouse, to the duly qualified Personal Representative of the employee's estate.

Article 8 - Seniority

- 8.1 **Probationary Period.** New employees shall be on probation for one (1) calendar year. The probation period starts the first day the employee is scheduled for work and receives pay for the time worked. Probationary employees shall have no recourse to the terms of the agreement through the grievance procedure. Benefits as stated in the Master Agreement shall begin on the ninety first scheduled work day. See Classification Section (ie; Custodial/Maintenance, Secretarial or Transportation).
- 8.2 **Seniority Defined.** Seniority shall start the first day the employee is scheduled for work and receives pay for time worked. If two (2) or more employees complete their probationary period on the same date, the employee having the lowest last four (4) digits of his/her social security number shall be deemed the most senior. A break in employment of not more than twenty four (24) calendar months by reason of lay-off or an authorized leave of absence shall not cause an employee to lose his/her total amount of

seniority, except as required by law or as the terms of the leave of absence shall otherwise provide. Seniority shall not accrue and remain frozen during a lay-off or leave of absence after an employee has used all of their earned time (ie; vacation, sick leave, personal leave, etc.).

8.3 **Seniority Lists.** The Employer shall prepare and maintain separate seniority lists by classification, copies of which shall be furnished to the Association within thirty (30) days after the execution of this Agreement and at least annually thereafter, except that a seniority list shall be updated and the Association informed when a probationary employee satisfactorily completes the probationary period. The Employer shall provide a written copy of the updated seniority list to the Association President. The Association shall notify the Employer within thirty (30) days after receipt thereof of any error. The names of all employees in the respective classifications at the time of the preparation of the seniority lists shall be listed in order of their service dates starting with the employee with the greatest amount of seniority at the top of each such list.

8.4 **Loss of Seniority.** Seniority shall be lost if the employee:

8.41 Voluntarily quits:

8.42 Is involuntarily terminated and the termination is not reversed through the procedure set forth in this Agreement;

8.43 Retires;

8.44 Fails to return from an authorized leave of absence on the agreed upon date, unless the Employer and the employee shall otherwise expressly agree in writing;

8.45 Is absent, without good cause shown, for three (3) consecutive workdays without notifying the Employer, in which case the employee shall be considered a voluntary quit.

8.46 Transfers to non-bargaining unit positions.

Article 9 - Layoff and Recall

9.1 **Determination.** If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees. The Employer shall notify and consult with the Association prior to any anticipated layoff. Once a decision is made to reduce the workforce through lay-off or elimination of assigned work, the Employer shall provide written notice to all affected employees and a copy of such notice shall be given to the Association President.

9.2 **Layoff Procedure.** The least senior employee within a classification, beginning with probationary employees, shall be the first laid off, provided, however, that the Employer shall determine that there are qualified employees remaining to meet the requirements of the Employer, and further provided that not less than fourteen (14) calendar days the Employer shall provide notice of lay-off or work elimination. The Employer shall notify

the affected employee(s) in writing and a copy of this notice shall be sent to the TRESPA President. Compensation and Fringe Benefits shall be suspended during any layoff period.

When assigned work is eliminated by the Employer, the affected employee(s) shall be advised of their contractual right to bump. To be made whole for hours lost, the affected employee(s) shall bump the least senior employee(s) holding an assignment equal in hours to the eliminated assignment held by the affected employee. If no such assignment exists, the affected employee(s) shall bump the least senior employee holding an assignment closest in hours to the eliminated assignment. When a vacancy occurs that is equal in hours to the eliminated assignment, the affected employee(s) shall be made whole in seniority order, and offered the available work first. If the affected employee(s) decline the work, the affected employee(s) shall waive their right to be made whole for the lost hours. If all affected employee(s) decline the work, the vacancies shall be posted within the affected classification as listed within Article 4.

In no event shall employees be allowed to bump into an assignment with more hours than they previously held without giving an opportunity for employee(s) of higher seniority to bid on the vacant work.

9.3 **Recall Procedure.** Employees shall be recalled in the reverse order in which laid off within a classification, provided, however, that the Employer shall not be required to recall an employee in such order if the Employer determines, through an interview process, that the employee does not possess the minimum qualifications necessary to perform the duties of the job to which the employee will be assigned. Notice of recall shall be by certified mail to the employee's last known address and specify the time and date to return to work. The notice of recall shall be mailed at least five (5) days prior to the effective date of return, absent extenuating circumstances. If any employee shall fail to report for work at the time specified at the time of recall, unless an extension of up to five (5) days is granted in writing by the Employer or the notice to report to work was given to the employee less than forty-eight (48) hours in advance, the employee shall be considered as a voluntary quit, and shall there by automatically terminate his/her employment relationship with the Employer. The employer may fill the position on a temporary basis, not to exceed ninety (90) consecutive scheduled work days, at which time the position will be posted as per Article 4.1.

9.4 **Conditions and Limitations.**

9.41 No employee will be required to accept temporary, part-time, or lower paying work as a condition of recall or retention on the recall list.

9.42 The obligation of the Employer to recall a laid-off employee shall terminate twenty-four (24) months following layoff.

9.5 **Change of Address.** It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number as they appear on the Employer's records shall be conclusive.

Article 10 - Authorized Absence

Since the absence of an employee generally has an adverse impact on the quality of the Employer's educational program, imposes increased responsibilities on other employees, and increases cost, it is the responsibility of each employee to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the responsibilities of an employee, nor to provide a form of additional compensation.

Rather, the provisions are intended to meet the legitimate, humanitarian and personal needs of an employee in a manner consistent with the requirements of the educational program, and they shall be so applied and interpreted.

10.1 Sick Leave. Sick leave shall be administered in accordance with the following guidelines, namely:

10.11 Use. Sick leave may be used for:

- A. Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensable by worker's compensation or resulting from other employment, provided, however, that an employee who is disabled as a result of an injury arising out of and in the course of his/her employment with the Board and is otherwise eligible to receive worker's compensation benefits shall have the right to deduct fractional sick leave days from unused accumulated sick leave for the purpose of supplementing worker's compensation benefits to the extent necessary to equal the employee's regular daily rate of compensation. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.
- B. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the school district.
- C. Physical examinations, medical, dental, or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.
- D. The serious illness of a member of the immediate family, provided that no more than two (2) days of sick leave per incident may be used for such purpose and shall be taken only to the extent that the presence of the employee is reasonably required. The term "immediate family" shall mean any person who is a permanent residence of the employee's household, who is the spouse, child, step child, foster child, children assigned by the court, or parent of the employee or the employee's spouse. Additional days may be granted at the sole discretion of the Superintendent for extenuating circumstances.

- 10.12 **Used Days.** Sick leave shall be allocated in hourly increments for Transportation and $\frac{1}{4}$ day multiples for Custodial/Maintenance and Secretarial and charged against work days only. Sick leave shall cease to accumulate and shall not be used by an employee during such periods when the employee is on an authorized leave of absence, is laid off, or is not otherwise regularly providing services to the Employer.
- 10.13 **Unused Days.** Unused sick leave may accumulate to one hundred thirty (130) days. The amount of unused sick leave shall be certified to the employee at least once each year. If any employee terminates his/her employment for any reason other than discharge for cause, any accumulated sick leave shall be compensated in accordance with the procedure set forth in Section 7.7, provided, however, if any employee shall not complete the work year, the Employer shall be reimbursed for any sick leave time which was used in excess of the sick leave time earned as of the termination date.
- 10.14 **Notice Procedure.** It is the employee's responsibility to notify the Employer as soon as practical if the employee is unable to work by reason of illness or other disability as set forth in 10.11 above. Such notice shall be given at least one (1) hour prior to the beginning of the employee's workday. Except for good cause shown, an employee may be denied sick leave benefits if timely notice is not given.
- 10.15 **Limitations.** Each employee shall be credited with one (1) day of sick leave with pay for each month of employment. An employee must work half of the scheduled work days per calendar month to be credited with one (1) day of sick leave for each month of employment. The sick leave allowance of full time and regular part time employees shall be reduced proportionately to match the hours of their regularly scheduled work day. Sick leave benefits may not be used by school year employees until they have completed five (5) full work days at the beginning of each instructional year, unless approved by the Supervisor or his/her designee. Sick leave pay for full time and regular part time employees shall be based upon each such employee's regular daily rate.

10.2 **Personal/Emergency Leave.**

- 10.21 **Use.** Personal/emergency leave shall be used only for business or personal obligations which cannot reasonably be scheduled at a time which does not conflict with performance of any employee's duties. It shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation or other similar purposes. Personal Business Leave may not be used prior to or directly following a vacation period such as Thanksgiving, Christmas, Easter, and Memorial Day unless approved by the administration.
- 10.22 **Number of Days.** Each employee shall be credited with one (1) Personal Business Leave day in addition to the regular sick leave days normally accrued annually. An eligible employee may use up to two (2) days of personal/

emergency leave, the second day of which, if used, shall be charged against accumulated sick leave. If the Personal Business Leave day (non-sick day) is not used, it shall be added to the employee's personal sick bank on June 30 of each year.

10.23 **Notice.** Except in the case of an emergency, a request for personal leave shall be made not less than five (5) workdays prior to the leave day(s) requested. The employer may deny such days if more than two (2) employees in that classification have requested that day off.

10.24 **Restrictions.** The Employer may deny leave days requested on a day preceding or following a non-workday for an employee, excluding Saturday and Sunday.

10.3 **Disability Leaves.** An employee who is or will be physically or mentally disabled shall be granted a leave of absence in accordance with the following guidelines:

10.31 **Foreseeable Disability.** If the employee knows, or reasonably should know, that the employee has a physical or mental condition which will result in disability, the employee shall:

- A. Notify the Employer as to the nature and extent of the expected disability.
- B. Furnish the Employer a statement from the attending physician specifying in the physician's opinion,
 - 1. Any limitations on the performance of duties;
 - 2. The probable date when the employee will be significantly impaired in the performance of the employee's duties; and
 - 3. The probable length of time, if any, during which the employee will be disabled from performing the employee's work assignments.
- C. Furnish the Employer such other information as may be necessary, including the attending physician's release, to assure the safety and welfare of the employee, students, and other employees.

10.32 **Duration of Leave.** An employee shall be granted a leave of absence for the period of disability except that the Employer shall not be required to grant a leave for more than one (1) year, unless the law requires a longer period.

10.33 **Compensation Benefits.** An employee who has been granted a disability leave shall receive payment from accumulated sick leave benefits to the extent eligible.

10.4 **Meritorious Leave.** The Employer may grant an unpaid leave of absence to an employee on such terms as the Employer and the employee shall agree for meritorious

reasons not otherwise provided herein. In determining whether to grant such leave, the Employer shall consider:

- A. The past performance of the employee.
- B. The staffing needs and other requirements of the Employer.
- C. The length of service of the employee and the probability that the employee will return to the service of the Employer.
- D. The purpose of the leave.

10.5 **Jury Duty.** An employee shall be entitled to leave with pay, less any fees paid exclusive of mileage allowances, for jury service, provided, however, that if the Employer determines that the absence of an employee will materially interfere with the work schedule, the Employer shall have the right to make a request to the Court that the employee be excused or have such service rescheduled to a time which does not conflict with the discharge of his/her responsibilities. If an employee is subpoenaed as an Employer witness, he/she shall not suffer any loss of pay for work time lost thereby. The employee shall return to his/her duties whenever his/her attendance in court is not actually required.

10.6 **Funeral Leave.** An employee shall be granted up to three (3) days leave for death in the immediate family without loss of pay for regularly scheduled work. With the approval of the Superintendent, three (3) additional days may be granted, however, the additional leave allowance shall be deducted from unused sick leave. For purposes of this provision, "immediate family" is defined as spouse, and the mother, father, sister, brother, son, daughter, grandparent or grandchild of an employee or employee's spouse.

10.7 **Leave Administration.**

10.71 **Notice.** An employee shall give the Employer notice of his/her desire to be granted a leave as soon as the employee is aware of his/her need for such leave, so that the Employer will have the maximum time to provide for the employee's absence.

In any event, the minimum notice time for elective health care, jury leave, a foreseeable disability, meritorious leave or other long-term leaves, shall be at least seven (7) workdays prior to the requested leave date, unless the request requires board action, in which case the request shall be made at least seven (7) calendar days prior to the meeting at which the Board is to consider the request, except that a shorter notice may be permitted in an emergency.

- A. Timely requests for leave days that are submitted for approval at least four (4) weeks prior to the requested leave shall be responded to no less than ten (10) work days after receipt of the leave request in writing.

10.72 **Leave Agreements.** The length of a leave for elective health care, a foreseeable disability, a meritorious leave, or any other such leave for more than ten (10) working days shall be agreed to, in writing, by the Employer and the employee, or the employee's personal representative in the case of mental incapacity or physical inability or absence. Each leave agreement shall include a requirement that the employee notify the Employer, in writing, prior to a specified date that the employee intends to return. If the employee fails to give such notice without justifiable reason, the employee shall be considered a voluntary quit. This section shall be in compliance with the Family Medical Leave Act and the provisions listed therein. The Employer shall notify the President of TRESPA of all approved/denied leaves in writing.

10.73 **Verification.** The employee shall have the responsibility of verifying his eligibility for leave and any benefits due. If the Employer determines that an employee knowingly withheld or misrepresented information concerning the purpose of the employee's eligibility for leave or for any leave benefits, the employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the employee's leave benefits due or to be due under this Agreement.

10.74 **Reinstatement Rights.** On the termination of a leave, the employee shall be returned to the position which he/she held prior to such leave of ninety (90) working days or less in length or, if the position has been eliminated, to a similar position (provided that he/she is still qualified), subject to the rights of other employees pursuant to this Agreement.

Employees returning to work from an approved leave of absence lasting longer than ninety (90) working days, but less than one (1) full year in length, shall be allowed to bump the least senior employee(s) holding an assignment equal in hours to the former assignment held by the affected employee. If no such assignment exists, the affected employee(s) shall bump the least senior employee holding an assignment closest in hours to the former assignment. Seniority for all affected employees returning from a leave of absence shall be subject to Article 8.47.

10.8 **Family and Medical Leave Act of 1993.**

- A. Nothing in the Act shall be construed to diminish the obligation of the Employer to comply with the terms of this collective bargaining agreement if such agreement provides greater family or medical leave rights to employees that the rights established under the Act.
- B. The rights established for employees under the Act shall not be diminished by this collective bargaining agreement.

- C. Employees on FMLA who voluntarily fails to return to work after twelve (12) weeks, may be required to reimburse the Employer the cost of health insurance premiums paid by the district consistent with the Act and its regulations.
 - D. Paid sick leave shall count toward FMLA. The Employer shall notify the employee in writing of the FMLA rights and obligations.
- 10.9 **Perfect Attendance Incentive.** Employees with no absences, other than when attending school-sponsored events, from July 1 through June 30, shall receive a perfect attendance incentive of \$150 to be paid by July 30 of each year. An employee with perfect attendance on December 1st may exchange four (4) unused sick days for One Hundred Dollars (\$100).

Article 11 - General Provisions

- 11.1 **Contract Representatives.** Each party shall designate, in writing, the name of its authorized representative to administer this Agreement.
- 11.2 **Notices.** Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:
- A. Employer: Office of the Superintendent
Three Rivers Community Schools
851 Sixth Avenue
Three Rivers, MI 49093
 - B. Association: Three Rivers Educational Support Personnel
Association, TRESPA/SMEA/MEA/NEA
5600 Portage Rd
Kalamazoo, MI 49002
 - C. Employee: As set forth in the records of the Employer, such other address as a party or an employee shall hereafter furnish in writing.
- 11.3 **Scope, Waiver and Alteration of Agreement.** It is expressly agreed that neither the bargaining unit nor any provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both the contracting parties, provided that nothing herein shall prohibit the Employer from adopting policies, initiating programs or entering into other agreements which are not contrary to the express terms of this Agreement and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- 11.4 **Interpretation.** Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or

regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties will meet to renegotiate such invalidated provision.

For the purposes of this Agreement:

11.41 **Captions.** Captions are included only for convenience of reference and shall not modify, in any way, any of the provisions contained herein.

11.42 **Rights to Modify.** The rights of either party or of an employee to any benefits shall be determined solely by the terms of the collective bargaining agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement in a subsequent agreement, and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

11.43 **Schedule Modification.** The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable state or federal laws or regulations, the availability of utilities, for other circumstances beyond the control of the Employer, or as needed by the Employer.

11.44 **Subordination.** Any individual contract or letter of agreement between the Employer and an employee for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.

11.45 **Prior Practices.** This Agreement shall supersede any existing rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.

11.5 **Definitions.**

11.51 "Day" shall mean a calendar day, except Saturday, Sunday, or scheduled holiday, unless the context otherwise requires.

11.52 "Emergency" means a sudden and unforeseen combination of circumstances or the resulting state there from that calls for immediate action.

11.53 "Employee" means a member of the bargaining unit, provided, however, the parties understand and agree that students whose services are engaged for the purpose of instructional training and all persons employed as seasonal help are expressly excluded from the definition of employee.

Employees shall be classified by categories and includes all full and part time:

1. Custodians, delivery personnel and grounds personnel
2. Maintenance Personnel
3. Head Bus Mechanics/Electrician

4. Bus Mechanic Helper
5. Bus Drivers
6. Secretaries

- 11.54 "Part-Time Employee" means an employee regularly employed for less than a full work week or full workday or an employee employed for less than twelve (12) months. The fringe and leave benefits of the part-time employees shall be proportionately reduced except as otherwise specifically stated.
- 11.55 "Party" means the Employer or the Association.
- 11.56 "Temporary Employee" means a person who is serving as a replacement for a regular employee on either a day-to-day basis or for an extended period not to exceed ninety (90) consecutive scheduled workdays. Temporary employees are not members of the bargaining unit and shall not routinely be scheduled for overtime.
- 11.6 **Administering Medication.** No employee shall be required to dispense or administer medication except in accordance with Board policy and the law. Employees required to do so shall be given training by the appropriate medical professional in the proper procedures for administering medications. If an employee is required to administer a medication, no fewer than two (2) employees shall be present during the administration of the medication.
- 11.7 **Duplication of Agreement.** The Employer agrees to furnish a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement. The Employer shall provide the MEA/UniServ Office with a signed original of the agreement, and an electronic copy to the Association President and the MEA/UniServ Office.
- 11.8 **Successor Agreement.** The negotiation of a new Agreement shall begin upon written request of either party made not earlier than sixty (60) days prior to the expiration of this Agreement. Negotiations for a successor Agreement shall be scheduled outside the regular workday except as the parties shall mutually agree otherwise.
- 11.9 **Effective Date and Termination.** This Agreement shall commence as of the date of its execution by both parties, and shall remain in full force and effect until midnight June 30, 2011.
- 11.10 **Letters of Understanding.** Any past Letters of Understanding not written into a newly ratified contract are null and void.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of July 1, 2007.

THREE RIVERS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, TRESPA/SMEA/MEA/NEA THREE RIVERS COMMUNITY SCHOOLS

Stuffund Anderson
Stuffund Anderson, TRESPA President

Steve Lucas 7-29-10
Steve Lucas, Director of Operations

Date 7-29-10
Date _____

Sandra Grier
Sandra Grier, MEA UniServ Director

John Rentfrow, Board of
Education Secretary
Date [Signature]

Date July 29, 10

Schedule CM

CUSTODIAL/MAINTENANCE EMPLOYEES SUPPLEMENT

CM-1

Duties, Scheduling and Work Procedures

- CM-1.1 **General Duties.** The general duties of each custodial/maintenance employee shall include those activities within the employee's work classification. Work classification descriptions shall be as developed by the Employer but shall not become a part of this Agreement.
- CM-1.2 **Work Week and Workday.**
- CM-1.21 **Work Week.** The regularly scheduled work week for all full-time employees shall consist of forty (40) hours.
- CM-1.22 **Workday.** The normal Workday for full-time custodial/maintenance employees shall consist of eight (8) duty hours, which may be interrupted by an unpaid lunch period of not more than one-half (1/2) hour. The lunch period for all employees shall be unpaid and in addition to the eight (8) duty hours. Work stations at which two (2) or more employees are providing services, the Employer may, if deemed necessary, require that lunch periods be staggered. In addition, each employee may take a fifteen (15) minute rest period during each half of the workday.
- CM-1.3 **Shift Schedule.** The day shift is any shift that regularly starts on or after 4:00 a.m. but before noon. The night shift is any shift that regularly starts on or after noon but before 8:00 p.m.
- CM-1.4 **Work Schedule.** The beginning and the end of the work day/work week may be scheduled by the Employer, provided, however, that if a change is necessary to cover overtime needs or events within a building, the affected custodial/maintenance employee shall receive reasonable notice of any change in the work schedule.
- CM-1.5 **Bus Mechanic Summer Work Schedule.** During the summer non-instructional months, the Bus Mechanic will be allowed, with supervisor approval, to work a schedule of 10 hours per day for four (4) days per week. All ten (10) hours are paid at straight time.

CM-2

Working Conditions

CM-2.1 **Uniforms and Special Apparel.** Custodian/Maintenance employees shall be provided five (5) work shirts the first year of their employment after the completion of ninety (90) work days and two (2) work shirts each year thereafter. The Custodian/Maintenance employees shall be required to wear such shirts.

Bus mechanics shall be provided with five (5) clean uniforms per week.

CM-2.2 **Lockers and Washroom Facilities.** Adequate locker and washroom facilities shall be furnished by the Employer for the use of each custodial and maintenance employee.

CM-3

Compensation Schedule

Wage Increase: In the event the school district receives an increase in the per pupil foundation above the current \$7,316 from the State of Michigan, the Three Rivers Board of Education reserves the right to open the contract for the purpose of discussing a possible increase in wage. In the event the Board of Education elects to open the contract, discussions will be limited to wages only.

CM-3.1 Rates of Pay. (2007-2011)

<u>Category/Classification</u>	<u>Years of Service/Hourly Rate</u>	
	(1)	(2)
1. Custodians, Delivery Personnel, Groundsmen	\$13.77	\$14.20
2. Maintenance Personnel	\$14.19	\$15.21
3. Head Bus Mechanic/ Licensed Electrician	\$18.25	\$18.95
4. Bus Mechanic Helper	\$13.77	\$14.20

CM-3.11 **Longevity.** Increased compensation will be paid to employees by virtue of length of service to the Employer in accordance with the following schedule:

After ten (10) years \$.10 per hour

After fifteen (15) years \$.20 per hour

CM-3.2 **Probationary Employees.** Probationary employees shall receive ninety-five percent (95%) of the schedule rate for the first ninety (90) work days. After the employee successfully completes ninety (90) work days, the employee shall be paid at the regular rate and receive the difference in regular rate and probationary rate for all days worked in excess of sixty (60) work days.

CM-3.3 **Adverse Weather.** Employees shall report to work on days school is closed because of adverse weather, provided that if school is closed for two (2) or more successive days during a regular work week, each such employee shall be entitled to one (1) day off with pay at a time designated by the Employer, and provided further that the total number of such days shall not exceed three (3) in any contract year. All day shift employees are expected to report at the beginning of their regular shifts and are expected to work a full eight (8) hour shift. All employees are expected to report to work at the beginning of their regular shifts and are expected to work a full eight (8) hour shift.

CM-3.4 **Call-In Time.** An employee who is called to return to work at unscheduled times shall be paid for the hours worked or a minimum of two (2) hours, whichever is greater, in accordance with wage rates set forth herein.

CM-4

Fringe Benefits

CM-4.1 **Vacations.** Custodial and Maintenance employees will accrue vacation on July 1st and will be prorated to start date. Subject to the requirements hereinafter provided, custodial/maintenance employees shall be entitled to have vacation with pay at a time or times mutually agreeable to the employee and the Employer in accordance with the following schedule, namely:

<u>CONSECUTIVE EMPLOYMENT RECORD</u>	<u>VACATION ALLOWANCE*</u>
One (1) year of service	Five (5) workdays
Two (2) years through seven (7) years of service	Ten (10) workdays
Eight (8) years through fourteen (14) years of service	Fifteen (15) workdays
Fifteen (15) years or more of service	Twenty (20) workdays

*An employee shall be entitled to an additional day of vacation for each paid holiday which falls during a scheduled vacation.

- CM-4.11 **Requirements.** Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system. Insofar as is possible within this limitation, vacations shall be scheduled at a time satisfactory to the employee. Under no circumstances will vacation be allowed the week prior to the beginning of school and the first week of school. Vacation denial is not subject to the grievance procedure except where a procedural violation of CM - 4.12 has occurred and may only be processed up to Formal Conference 6.23.
- CM-4.12 **Procedures.** A sign-up sheet for scheduling vacations will be posted between April 15 and May 1 of each year. Each request will be reviewed and a determination made by the Employer, provided however, that if two (2) or more employees sign up for the same period and cannot be granted vacations at the same time because of work scheduling requirements, the most senior employee(s) shall be given preference.
- CM-4.13 **Vacation Pay.** All accrued but unused vacation pay will be paid to an employee by the Employer when employment is terminated for any reason other than discharge for cause.
- CM-4.14 **Spring Break Week District Shutdown.** The Custodial/Maintenance staff will not be scheduled during Spring Break week. Five (5) days of each employees vacation time must be used during this period. To begin in the 2010-2011 contract year.
- CM-4.2 **Holidays.** Subject to the conditions and limitations set forth hereafter, the following holidays shall be observed as paid holidays for all fifty-two (52) week employees:
- | | |
|--------------------------|---------------------------|
| New Years Day | Thanksgiving Day |
| *Good Friday | Friday after Thanksgiving |
| Memorial Day | Day before Christmas |
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve |
| *Fair Day (one-half day) | |
- *Paid holiday unless school is in session
- CM-4.21 **Conditions and Limitations.** A holiday shall not be observed if it is a school day. An employee shall receive his regular compensation for the above holidays if the employee was not absent or was on authorized paid leave the last workday preceding the holiday and the first workday following the holiday. If a holiday falls on a Sunday and is celebrated by law on Monday, Monday shall be considered the holiday.

CM-4.3 **Health Insurance Benefits.** District Partially Self Funded Plan, United Medical Resources Third Party Administrator, \$10/\$20 Card, \$100/\$250 non PPO Deductible and \$25 office visit.

Nothing in the self-funded health plan documents shall limit the Association's bargaining rights as established by law. Any contradiction between this Agreement and plan documents associated with the self-funded plan shall be resolved in favor of this Agreement.

Cash in Lieu = \$225.00/month 2007-2011

CM-4.31 **Custodial/Maintenance Employees.** The Employer agrees to contribute VSP II up to \$12.20 per-month on behalf of the employee

The employees shall contribute the sum of twenty-five dollars (\$25.00) per month towards their health care coverage. This amount shall be payroll deducted. The extent of benefits are, of course, based on each individual position, as specified in the contract. The Employer shall not pay premium contributions toward coverage which is statutorily prohibited or could result in a penalty to the school district.

CM-4.32 **Options.** The Board shall contribute, on behalf of each custodial/maintenance employee who does not elect health insurance as provided above, but elects available options the sum of \$225.00 toward the purchase of one or more options specified hereafter:

- A. Short-term disability
- B. Long-term disability (as applicable)
- C. Group survivor income insurance
- D. Group term life insurance
- E. Dependent life insurance
- F. Hospital indemnity
- G. Basic term life insurance (must elect)
- H. VSP II

Such options are provided per the Section 125 Plan established. The Employee may opt for cash in lieu of such options.

CM-4.33 **Conditions.**

- A. The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in double coverage with no reasonable benefit to the insured.
- B. Insurance benefits are provided in accordance with underwriting rules and regulations set forth in the respective insurance contracts issued by the carrier(s) to the Board.

CM-4.4 **Dental Insurance Benefits.** The Employer agrees to provide a dental plan for employees and their dependents at its expense, which plan shall be either Delta Dental Plan C (50% Class I and II) or a substantially equivalent plan with the carrier to be determined by the Employer.

Sick Leave Bank Elimination

CM-5.1 **General Provisions.** With the elimination of CM 5.1/Sick Leave Bank, there will be a one (1) time payment of three hundred dollars (\$300.00) per member. This payment will be made on the second pay of July, 2010 (July 23, 2010).

Schedule S

SECRETARIAL EMPLOYEES SUPPLEMENT

S-1

Hours of Employment and Overtime

S-1.1 **Work Week and Workday.** The normal workday shall be no longer than eight (8) hours. The Employer and Association may agree to a longer workday in order to reduce the number of days or parts of the week worked as a regular work schedule. The normal work week shall be no more than forty (40) hours per week.

S-1.2 **Work Schedule.** The Employer recognizes the principle of a normal work week, not to exceed forty (40) hours, and will set work schedules and make work assignments which can reasonably be completed within such standard work week. The Employer will not require secretaries regularly to work in excess of such normal work week within or outside of any school building.

S-1.3 **Overtime and Compensatory Time for Athletic/Facilities Scheduler.** When this position requires overtime, the employee shall have a choice between overtime compensation or compensatory time. Overtime compensation and compensatory time shall be earned at one and one half (1 ½) times the hourly rate, or double time on Sunday and holidays normally received for all hours worked over forty (40) hours per week.

Compensatory time must be used within the fiscal year it was earned. The compensatory time must be scheduled two (2) weeks before use and pre-approved by the Supervisor/Director of Operations. Compensatory time is capped at forty (40) hours earned accumulative at any one (1) time. Any hours over forty (40) accrued shall be paid at one and one half (1 ½) times in which pay period those hours were earned.

S-1.4 **Rest Periods.** All secretaries scheduled to work a normal day may take a 15 minute rest period during each half of the workday.

S-1.5 **Delay Start.** All secretaries will report to work on days of a two-hour delay at their regular start time.

S-1.51 **Adverse Weather.** If school is closed on scheduled workdays during the regular school year because of adverse weather or other emergencies, all secretaries shall report to work unless directed by the Superintendent not to report. Secretaries shall be excused after completion of half a day on snow days and receive pay for the remainder of the shift.

S-1.52 **Call In Time.** Secretaries called into work by their supervisor at unscheduled times shall be paid for hours worked or a minimum of two (2) hours whichever is greater.

S-1.6 **Holiday Pay.** The employees shall be paid holiday pay for all holidays worked when work is authorized by their immediate supervisor in addition to their regular compensation. Observed Holidays shall be as set forth in S-2 (Basic Compensation Schedule).

S-1.7 **Sunday Pay.** Employees shall be paid double time for all work performed on the seventh consecutive day. Such work must be authorized by their immediate supervisor.

S-1.8 **Lunch Period.** Secretaries shall be entitled to a duty-free, uninterrupted lunch of not more than one-half hour. At the option of the employee's immediate supervisor, the lunch period may be extended to no more than one hour.

S-1.9 **Other Duties.** Secretaries may be requested to assist other school employees in checking for head lice on a reasonable basis, but shall not be required to assume sole responsibility for such activity.

S-1.10 **Supervision.** Secretaries shall not be responsible for supervising students or supervision of the building in absence of the principal.

Wage Increase: In the event the school district receives an increase in the per pupil foundation above the current \$7,316 from the State of Michigan, the Three Rivers Board of Education reserves the right to open the contract for the purpose of discussing a possible increase in wages. In the event the Board of Education elects to open the contract, discussions will be limited to wages only.

S-2
Basic Compensation Schedule

S-2.1 Basic Compensation: 2007-2011

<u>STEP</u>	<u>HOURLY RATE</u>
1	\$11.92

2	\$12.26
3	\$13.32
4	\$13.60

S-2.2 **Anniversary Date.** Advancement on the basic compensation schedule from one step to the next higher step shall take effect on the employee's anniversary date of employment. Anniversary dates applicable to the Basic Compensation Schedule shall occur on July 1 (beginning of the fiscal year) and January 1.

S-2.3 **Additional Compensation.**

S-2.31 **Twelve-Month Employees.** The hourly rate of twelve-month employees will be increased by \$.10 per hour over the applicable schedule rate.

S-2.32 **Longevity.** Increased compensation will be paid to employees by virtue of length of service to the Employer in accordance with the following schedule:

After ten (10) years	\$.10 per hour
After fifteen (15) years	\$.20 per hour

S-2.4 **Placement on Salary Schedule.** The Employer shall place a new employee on the Basic Compensation schedule at such beginning wage rate/step as the Employer shall determine based on the employee's prior pertinent experience, but not to exceed four (4) years. The Employer agrees to notify the Association of its determination and the reasons therefore at the time the employee is hired. It is understood and agreed that such determination shall be final unless the Association notifies the Employer in writing of its objections and the reasons therefore within three (3) days from receipt of such notice. If objections are filed by the Association, representatives of the parties agree to meet within five (5) days from receipt of such objections for the purpose of resolving the matter. If no mutually agreeable resolution is reached, then the dispute shall be subject to the grievance procedure beginning at the Formal Conference Level (Article 6, Section 6.23).

S-3

Fringe Benefits

S-3.1 **Vacation**

S-3.11 Fifty-two (52) week employees shall be defined as an employee who is scheduled to work 52 weeks per year. For purposes of this article, employees scheduled to work 52 weeks, but less than a forty (40) hour work week, their vacation will be on a pro-rated basis. Full time employees who are scheduled to work 52 weeks are entitled to receive paid vacation according to the following schedule:

- A. One (1) week after (1) year's service,

- B. Two (2) weeks after (2) years' service,
- C. Three (3) weeks after eight (8) years' service,
- D. Four (4) weeks after fifteen (15) years' service.

S-3.12 Secretaries will accrue vacation on July 1st and will be pro-rated to start date. Secretaries can't take vacation on Scheduled School Days unless approved by administration. Employees working less than 52 weeks will be entitled to paid vacation according to the following schedule:

- A. After two (2) years of continuous service, an employee shall accrue one-half (1/2) day of vacation for each month worked during a fiscal year not to exceed five (5) days.
- B. After eight (8) years of continuous service, an employee shall accrue one (1) day of vacation for each month worked during a fiscal year not to exceed ten (10) days.
- C. Vacation pay may be requested for Christmas, mid-winter break, and spring break. Procedure for request will be written notification to Supervisor two (2) weeks prior to the scheduled holiday break. If not requested for one (1) of the above mentioned holidays, the employee will be paid at the end of the fiscal year for any unused vacation days.

Not to be taken during student attendance days.

S-3.13 Vacation allowances are figured from the date the employee began in the classification covered by this Agreement.

S-3.14 Vacations are to be taken during the fiscal year in which they are earned. Deviation for extraordinary circumstances must be given approval of the immediate supervisor and the Superintendent or his/her designee.

S-3.15 If a holiday occurs during a vacation period of any secretary, such secretary shall receive an additional day of vacation with pay.

S-3.16 **Vacation Pay.** All accrued but unused vacation pay will be paid to an employee by the Employer when employment is terminated for any reason other than discharge for cause.

S-3.2 Holidays

S-3.21 The following days shall be observed as paid holidays for all 52 week secretaries:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
(all day when school is not in session)	Day before Christmas

Memorial Day
Independence Day
Labor Day

Christmas Day
New Year's Eve

S-3.22 All other secretaries covered by this Agreement will be paid for the following except when asked to work additional time which may involve another paid holiday:

New Year's Day
Good Friday (all day when
school is not in session)
Christmas Day

Thanksgiving Day
Friday after Thanksgiving
Memorial Day
Labor Day

NOTE: No work shall be performed on Labor Day except by special permission from the Association.

S-3.23 When a paid holiday falls on Saturday or Sunday, and the employee is unable to take advantage of the day, he/she shall be compensated by payment of an additional vacation day or a day's pay.

S-3.3 **Health Insurance Benefits.** District Partially Self Funded Plan, United Medical Resources Third Party Administrator, \$10/\$20 Card, \$100/\$250 non PPO Deductible and \$25 office visit.

Nothing in the self-funded health plan documents shall limit the Association's bargaining rights as established by law. Any contradiction between this Agreement and plan documents associated with the self-funded plan shall be resolved in favor of this Agreement.

Cash in lieu = \$225/month 2007-2011

S-3.31 **Secretarial Employees.** The Employer agrees to contribute-VSPPII up to \$12.20 per month on behalf of the employee.

The employees shall contribute the sum of twenty-five dollars (\$25.00) per month towards their health care coverage. This amount shall be payroll deducted.

The extent of benefits are, of course, based on each individual position as specified in the contract. The Employer shall not pay premium contributions toward coverage which is statutorily prohibited or could result in a penalty to the school district.

S-3.32 **Options.** The Board shall contribute, on behalf of each secretary who does not elect health insurance provided above but elects available options the sum of \$225.00 toward the purchase of one or more options specified hereafter:

- A. Short-term disability.
- B. Long-term disability (as applicable).

- C. Group survivor income insurance
- D. Group term life insurance
- E. Dependent life insurance
- F. Hospital indemnity
- G. Basic term life insurance (must elect)
- H. VSP II

Such options are provided per the Section 125 Plan established. The Employee may opt for cash in lieu of such options.

S-3.33 Conditions.

- A. The Association agrees to cooperate with the Employer in order to discourage insurance coverage, which will result in double coverage with no reasonable benefit to the insured.
- B. Insurance benefits are provided in accordance with underwriting rules and regulations set forth in the respective insurance contracts issued by the carrier(s) to the Board.

S-3.4 Effective date of benefits. Leave and insurance benefits shall become effective after the employee has completed ninety (90) work days.

S-4

Sick Leave Bank

S-4.1 Sick Leave Bank Elimination. With the elimination of S-4 Sick Leave Bank, there will be a one (1) time pay-out of three hundred dollars (\$300.00) per member. This payment will be made the second pay of July, 2010 (July 23, 2010).

Schedule T

TRANSPORTATION EMPLOYEES SUPPLEMENT

T-1

Duties, Scheduling and Work Procedures

T-1.1 Definitions and Administrative Procedures.

T.1-11 Definitions.

- A. "Regular Driver" shall be defined as a qualified driver assigned to one (1) or more regular runs in both the morning and afternoon, provided that no driver shall be assigned a total of more than five (5) such runs during a normal school day.
- B. "Regular Unassigned Driver" shall be defined as a qualified driver, that has satisfactorily completed ninety (90) work days. Regular Unassigned Drivers as defined herein may be assigned to drive daily runs of regular drivers when such drivers are not available for work because of illness, assignment to extra trips, and the like. Whenever and to the extent feasible, the driving assignments of Regular Unassigned Drivers shall be equitably distributed among such drivers from and after the date on which an unassigned driver first provides services for the Employer starting with the most senior driver.

Benefits for Regular Unassigned Drivers are limited to paid holidays only as described in T-3.2 Holidays.

- C. "Trainable Center Driver" means a driver who, in addition to the qualifications in T-1.11, D below, has had previous experience in this position or who has been certified in CPR training, basic first aid, and certification for emergency evacuations on lift buses.
- D. "Qualified" means a person who currently meets:
 - 1. All of the requirements for the operation of a motor vehicle used as a school bus as required by state law and regulations promulgated pursuant thereto, including required participation in school bus driver safety education programs; and
 - 2. the criteria for insurability under the Employer's fleet policy; and
 - 3. a CDL License with required endorsements currently in force.

A Regular Driver that becomes unqualified to perform their regular bus driving duties may be assigned as a bus monitor or placed on an involuntary leave of absence until such person is re-qualified, provided that the total qualification period shall not exceed one (1) year. A year shall be defined as 365 days from the date of the event the driver became unqualified. The affected Regular Driver shall retain rights to their assigned runs for a period not to exceed ninety (90) working days. Seniority shall cease to accrue for the affected driver on the 91st working day of the unqualified period, provided the affected driver is not performing work for the employer as a bus monitor. Upon return within one (1) year from the date of being classified as un-qualified (365 days) the affected Regular Driver shall be allowed to bid on vacancies and classified as a Regular Unassigned Driver.

T-1.12 **Route Designations.** The Employer shall have the right to establish and modify bus routes.

Employees will be required to punch in and out with the time clock at the beginning and end of their regular runs (guaranteed time) and for any additional work/assignments.

Routes will be paid on guaranteed time and will include pre-trip inspection, drive time, and post-trip inspection. The use of the time clock will be used for any additional work (ie; extra trips).

- A. **Pre-Trip.** All drivers are required to perform a pre-trip inspection of any bus being taken out on any run. A pre-trip shall start 15 minutes before the scheduled departure time. Drivers are required to punch in at the start of a pre-trip inspection.
- B. **Post-Trip.** All drivers are required to perform a post-trip inspection upon return from any run. A post-trip inspection shall include, but is not limited to, walking through the bus to the rear to make certain no students or paraphernalia are left on the bus, placing the "empty" sign in the back window so it is visible from outside the bus, and disarm the student protection system by pushing the button at the rear of the bus. If the fuel level is at a ½ tank or below, refueling the tank is required. Student discipline referrals should be turned in to the supervisor. Drivers must punch out at the end of their post-trip inspection.
- C. Morning secondary runs to be considered one (1) route. Minimum paid running time 1 & ½ (1 ½) hours.
- D. Morning middle school shuttle runs to be considered one half (1/2) route. Minimum paid running time ¾ hours.
- E. Morning grade school run to be considered one route. Minimum paid running time 1-1/2 hours.
- F. Afternoon grade school run to be considered one route. Minimum paid running time 1-1/2 hours.
- G. Afternoon secondary runs to be considered one route. Minimum paid running time 1-1/2 hours.
- H. Afternoon middle school shuttle runs to be considered 1/2 route. Minimum paid running time ¾ hours. (If special call in, run pays minimum of 1-1/2 hours).
- I. Trainable Center routes, each considered two (2) routes. Trainable Center routes are ISD based programs not housed in Three Rivers Community Schools facilities. Minimum paid running time 3 hours. If these runs are

significantly altered due to a change in the program, the parties will meet and negotiate the impact of those changes within 10 days.

- J. Special Ed runs considered one route. Minimum paid running time 1-1/2 hours.
- K. Noon/Midday runs are considered regular runs and shall be paid running time of a minimum of 1-1/2 hours. Trainable Center noon-midday runs shall be paid at Trainable Center rate.

T-1.13 Bus Location. Buses will be parked at locations as determined by the Transportation supervisor.

T-1.2 Changes in Assignments. Subject to the conditions and limitations set forth hereafter, notices of vacancies shall be given as follows:

T-1.21 Vacancies Prior to Opening of School Year. Notice of any vacancy on a regular run which occurs after the close of a school year shall be sent to each regular driver and regular unassigned driver two (2) weeks prior to the Back to School Orientation meeting normally held in August.

Vacancies occurring two (2) calendar weeks or less prior to the beginning of each instructional year shall be held for bid based on seniority during the annual orientation meeting.

The Employer shall provide written notice to the TRESPA President of all bus run eliminations that occur after the end of each instructional year, and fourteen (14) calendar days prior to the annual orientation meeting. This notice shall be sent within five (5) days of the decision to eliminate the affected run(s). The Employer shall send written notice of eliminated bus runs to the affected employee(s) and advise the employee(s) of their contractual rights to bump and the elimination of their assigned work, within ten (10) days of the decision to eliminate.

T-1.22 Instructional Year Vacancies/Run Eliminations. Vacancies in existing regular runs created by a new run (other than a run caused by the elimination of one or more regular runs), which occur during a school year shall be filled in accordance with the provisions of 4.1, provided, however, if a driver is on a leave of absence for at least ten (10) working days, drivers will be able to bid on that leave of absence vacancy as long as that reassignment would constitute a change in established time of at least fifteen (15) minutes, unless approved by the Director of Transportation. If changes in assignments are caused by the elimination of one (1) or more regular runs, the drivers affected will be permitted to bump in accordance with their respective seniority status in order to replace the run or runs they have lost as a result and to restore the hours lost as a result of run elimination. The affected driver shall be allowed to bump the least senior driver with a run comparable to the time lost according to the provisions of 4.3.

Implementation of reassignments caused by runs newly created, a leave of absence vacancy, or the elimination of such run(s), shall be made at one time.

T-1.23 Conditions and Limitations. It is understood and agreed that if a full-time bus driver's assignment (4 regular runs) becomes vacant, such assignment shall normally be posted in its entirety and the Employer shall not be required to post such runs separately, provided, however, that prior to posting any such vacancy, the Employer agrees to notify the Union of its intent to post and, if requested within three (3) days from receipt by the Union of such notice, further meet with representatives of the Bus Drivers for the purpose of reviewing the economic justification for not posting such runs separately.

If representatives of the parties meet and do not agree on the justification for posting the full-time vacancy in its entirety, then the Association shall have the right to file a grievance at Step 2 of the Grievance Procedure.

T-1.3 Extra Trips.

T-1.31 Rotation. The parties understand and agree that every effort will be made to reduce or eliminate overtime for extra trips, which effort may include, to the extent possible, the equitable distribution of extra trip assignments.

For the purpose of this provision, "extra trip" shall mean any school-related activity involving bus transportation that is not regular run, except that trips in-district shall not be considered extra trips for purposes of this provision and shall be assigned by the Transportation Supervisor subject to the most efficient use of drivers and vehicles.

Inclusive of all Three Rivers School "in district" trips:

- ◆ Trips to the county fairgrounds in Centreville, (e.g. fair week trips)
- ◆ Trips to the Covered Bridge Park in Centreville, (e.g. Conservation Days)
- ◆ Trips to the Nottawa Fruit Farm, (e.g. visiting the pumpkin patch)
- ◆ Trips to the Glen Oaks Community College,, (e.g. Gifted and Talented Programs)
- ◆ Trips to Swiss Valley Ski Lodge
- ◆ Trips to Camp and Corey Lake area

Most in-district trips will be a drop and return to the bus garage. All posted trips will be assigned by seniority, including trips that are requested on the weekends and evenings.

A driver who wishes to be added to the trip list shall provide written notice to the Transportation Director fourteen (14) calendar days prior to each season. Seasons included are fall, winter, spring and summer. Drivers failing to provide written notice within the time frame above shall not be allowed to be added to that season's trip list and must wait until the next season to be added to the trip list.

Each season, a list of all regular drivers who desire to drive extra trips shall be compiled and arranged in order of seniority, with the most senior driver placed on the top of the list.

- The summer season will begin the day after graduation
- The fall season will begin fourteen (14) days prior to the first day of school
- The winter season will begin the day after Thanksgiving break
- The spring season will begin the day after Spring break ends

These will be the only times during the school year that you may be added to the rotation list for extra trips. Once established, lists shall not be altered until the next season, except if a regular driver is out on an approved medical leave of absence. The affected driver shall be allowed to sign for the current season trip list beginning the week following their return to work. Drivers returning from an approved medical leave of absence that desire to take seasonal trips shall provide written notice to the Transportation Director of this desire within five (5) days of return to work. Said driver shall be placed at the bottom of the trip list.

A driver may be denied, at the employer's discretion, an extra trip if it could result in payment of overtime.

T-1.32 Loss of Turn. A driver who when offered an extra trip refuses such offer shall lose his/her turn, provided, however, that if no other driver can reasonably be found to take the run, then the driver whose turn it was to drive shall be required to do so.

T-1.33 Procedures and Scheduling.

- A. Emergency Extra Trips.** When extra trips are assigned for a day and trip sheets are made out, and an additional trip is scheduled thereafter on an emergency basis, such trip shall be assigned to the next driver in the regular rotation. Every effort will be made to give at least one (1) day's notice for extra trips.
- B. Cancellation.** If a driver is not notified at least one (1) hour in advance of the cancellation of an extra trip and/or regular run (except in adverse weather) and reports for the assignment, such driver shall receive two (2) hours of show-up pay at the trip rate. If a trip is canceled, and the assigned driver is timely notified, he/she shall be assigned the next unassigned extra trip.
- C. Coordination with Regular Runs.** When a short extra run within the school district can be completed in conjunction with a regular assigned daily route, no additional compensation will be paid if the total running time does not exceed one (1) hour and thirty (30) minutes.

- D. **Rotation/Loss of Compensation.** A driver whose turn it is to take an extra trip shall not be required to drive if such driver would suffer a loss of compensation by virtue of giving up one (1) or more regularly assigned runs in order to take such trip and shall not lose his/her turn in the rotation schedule thereby, provided, however, that the Employer reserves the right to require the driver to take such extra trip and agrees to pay the driver at the schedule rate for the regular runs which were given up if the total pay for such regular runs is greater than that earned for the extra trip.
- E. **Trainable Center Extra Trips.** It is understood and agreed that extra trips from the Trainable Center shall be handled by regular Trainable Center drivers. Assignments shall be made as equitably as possible among such drivers subject to the most efficient use of vehicles and drivers. Compensation for such trips shall be based on running time only provided, however, that drivers shall be paid for the entire time of trip if they assist with the students at the destination of the trip.
- F. **Trainable Center and Extra Trips.** Trainable Center drivers may bid on extra trips provided it does not interfere with their regular scheduled runs and provided there is not overtime for Trainable Center driver.
- G. **Meal Allowances.** A meal allowance shall be granted when an extra trip lasts four (4) hours or more, including both driving and layover time. Reimbursement allowances shall be as follows:
- | | | |
|-----------|-----------------------------|-------------------|
| Breakfast | After 4 hours | \$6.00 |
| Lunch | After 8 hours | \$6.00 Additional |
| Dinner | After 12 hours or overnight | \$6.00 Additional |
- H. **Probation.** A driver may not be assigned out of district extra trips until the completion of ninety (90) work days.
- I. **Extra Trips.** Extra trips will be paid on actual time worked and will include washing the bus before departure (unless waived by the supervisor), a pre-trip inspection, drive time, layover time, and a post-trip inspection. The pre-trip and post-trip inspections (required when driving extra trips) follow the requirements described in Section T-1.12 A and B. During the post-trip inspection, the bus must be swept and re-fueled. Extra trips will be paid at \$12.52 per hour .
- J. **Uniforms and Special Apparel.** A uniform allowance shall be available to all bus drivers covered by this contract in the amount

of \$50 annually. Drivers are required to submit receipts for reimbursement. Receipts must be turned in by June 15 of each year. Probationary employees are not eligible until the year following their probation. There will be no cash in lieu of apparel. This will become in affect each July 1st.

1. **Appearance.** Drivers who report to the worksite shall be neat in appearance and dressed in attire that is appropriate and in good taste for school personnel. Examples of inappropriate dress are as follows:

Clothing with profanity or inappropriate statements on it, clothing that is torn or has holes, excessively soiled garments, spandex and clothing exposing the midriff.

For reasons of safety, proper shoes shall be worn at all times while the driver is on paid district time, paid working hours, or at all times when in the area occupied by the bus mechanic. Examples of improper shoes are as follows:

High heeled boots, high heeled shoes, open heeled sandals (no strap on the back of the foot) and flip flops.

The \$50.00 employer paid annual uniform allowance may be used to cover the purchase of protective work boots or leather shoes upon submission of receipt of said purchase.

- K. **Sick Leave Pay.** Sick leave for bus drivers shall be charged against their accumulated sick leave on a pro-rated basis in the event a bus driver is absent for less than their regular full day.

T-1.34 **Stand By Time.** The driver shall be allowed to leave the event for meals. Mealtime cannot exceed one (1) hour.

T-1.4 **Miscellaneous Provisions.**

T-1.41 **Leaves of Absence.** For reasons of safety and efficiency of operation, leaves of absence for bus drivers are discouraged during the regular school year, provided, however, that if leaves of absence are granted, they shall be taken without pay and shall ordinarily not exceed one (1) work week or the equivalent.

T-1.42 **Meetings.** During the regular school year, bus driver meetings may be held periodically at the discretion of the Transportation Supervisor. Drivers shall be compensated at their driver's regular rate prorated in quarter-hour (1/4) increments with a minimum of one-half (1/2) hour meeting.

T-1.43 **Adverse Weather.** If school is closed on scheduled instructional days because of adverse weather or other emergencies and no bus services are required, bus

drivers shall be paid for such days to the extent that said days do not have to be rescheduled so as to qualify the district for full state aid. If student instructional days are rescheduled, bus drivers shall be required to work on any such days and will be paid at their regular rate of pay.

T-1.44 Clean-up and Safety Check-out Time. All bus drivers, including regular and regular unassigned drivers who report for work and make at least a single run will be paid for one-quarter hour to complete a safety check procedure on a form provided by the Employer. Such time shall be paid at the applicable schedule rate. For pre-check safety inspections, only one shall be paid per day unless pre-trip and route time exceeds the driver's guaranteed run time. Regular drivers and regular unassigned drivers assigned to a regularly scheduled route will be paid for one-half (1/2) hour each day for cleaning and fueling up their buses. A bus driver shall be required to wash his/her bus two (2) times during each pay period unless the condition of the driver's bus warrants more frequent washing. Failure to satisfy this condition shall mean a loss of clean-up pay for the applicable period. Buses shall not be required to be washed if the outside temperature is below 0 degrees F and notification of same shall be posted. Unassigned drivers who drive three (3) or more days in a week must wash a bus. If Supervisor decides that a bus needs to be washed indoors, such notification will be posted.

T-1.45 Summer Cleaning. At the end of each school year, buses shall be inspected for normal driver cleaning and maintenance. If a bus fails inspection the bus must be brought up to standard by the driver. Time to do so shall be at no pay. Each driver is expected to perform the end of the school year cleaning during their guaranteed time, if time permits. Should an affected driver not be able to satisfactorily complete the bus cleaning during the guaranteed time, the driver shall be compensated at the drive rate of pay to complete the task. If the bus passes inspection and the District requires additional cleaning, the driver shall be paid at the regular rate.

T-1.46 Eligibility for Vacation Employment. Bus drivers will be given an opportunity to apply for temporary employment positions, involving work assignments other than as bus drivers, which are scheduled by the Employer during the summer vacation or other recess periods. Summer vacation and other recess temporary employment positions will be posted on the bus garage bulletin board. The Employer may establish such qualification standards as it deems necessary and appropriate for such employment.

T-2

Compensation Schedule

It is understood that this Compensation Schedule is for the contract year 2010-2011 and the changes will not take effect until July 1, 2010.

T-2.1 **Rates of Pay. Wage Increase:** In the event the school district receives an increase in the per pupil foundation above the current \$7,316 from the State of Michigan, the Three Rivers Board of Education reserves the right to open the contract for the purpose of discussing a possible increase in wages. In the event the Board of Education elects to open the contract, discussions will be limited to wages only.

Guaranteed Run Time (3.75 hrs/day)/Time Clock

District Operating with Double Bus Runs:

<u>Category/Classification</u>	<u>Years of Service/Hourly Rate</u>	
	(1)	(2)
Bus Drivers		
Driving Time	\$13.77	\$14.20
Extra Trip Rate	\$12.52	

District Operating with Single Bus Runs:

<u>Category</u>	<u>2010-2011 Hourly Rate</u>
Regular Unassigned Driver	\$16.00
Regular Driver	\$18.00
Extra Trip Rate	\$12.52
Trainable Center Routes	\$14.20

T-2.2 **Probationary Employees.** Probationary employees shall receive ninety-five percent (95%) of the schedule rate for the first ninety (90) work days. After the employee successfully completes ninety (90) work days, the employee shall be paid at the regular rate and receive the difference in regular rate and probationary rate for all days worked in excess of sixty (60) work days.

T-2.3 **Longevity.** Increased compensation will be paid to employees by virtue of length of service to the Employer in accordance with the following schedule:

After ten (10) years	\$.10 per hour
After fifteen (15) years	\$.20 per hour

T-3

Fringe Benefits

T-3.1 **Health Insurance Benefits**

T-3.11 District Partially Self Funded Plan, United Medical Resources Third Party Administrator, \$10/\$20 Card \$100/\$250 non PPO deductible and \$25 office visit.

Transportation employees who pay for insurance for the summer months will not have more than a 10% increase each year.

Nothing in the self-funded health plan documents shall limit the Association's bargaining rights as established by law.

Any contradiction between this Agreement and plan documents associated with the self-funded plan shall be resolved in favor of this Agreement.

Regular Runs

2010-2011

Employees enrolled in a Health Plan shall contribute the following amounts through payroll deduction for each of the two (2) summer months.

5 Runs

Self Only	\$509.22/per month
Two (2) Person	\$1,145.75/per month
Full Family	\$1,273.06/per month

4 Runs

Self Only	\$509.22/per month
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Less than 4 runs Annual Allowance \$600.00 (Pro-rated at \$60.00/month for 10 months)

The twelve (12) month employees shall contribute the sum of twenty-five (\$25.00) per month towards their health care coverage. This amount shall be payroll deducted. The extent of benefits are, of course, based on each individual position as specified in the contract. The Employer shall not pay premium contributions toward coverage which is statutorily prohibited or could result in a penalty to the district.

The Board shall contribute, on behalf of each qualified bus driver (four (4) runs or more) who does not elect health insurance's provided above, but elects available options the sum of \$225.00 in 2010-2011 toward the purchase of one or more options specified hereafter:

1. Income protection.
2. Group Term Life Insurance.
3. VSP II

Such options are provided per the Section 125 Plan established. The Employee may opt for cash in lieu of such options.

Cash in Lieu = \$225.00/month 2010-2011

T-3.12 Conditions.

- A. The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in double coverage with no reasonable benefit to the insured.
- B. Insurance benefits are provided in accordance with underwriting rules and regulations set forth in the respective insurance contracts issued by the carrier(s) to the Board.

T-3.2 **Holidays.** Subject to the conditions and limitations set forth hereafter, the following holidays shall be observed, namely:

New Year's Day	Thanksgiving Day
Labor Day	Friday after Thanksgiving Day
Independence Day**	Christmas Day
*Good Friday	Memorial Day

*Paid holiday unless school is in session.

**A bus driver who is employed beyond the end of the school year shall be eligible to receive holiday pay for the Independence Day holiday.

T-3.21 **Conditions and Limitations.** A holiday shall not be observed if it is a school day. An employee shall receive his/her regular compensation for the above holidays if the employee was not absent or was on authorized leave the last workday preceding the holiday and the first workday following the holiday. If a holiday falls on Saturday, Friday shall be considered as a holiday. If a holiday falls on a Sunday and is celebrated by law on Monday, Monday shall be considered the holiday.

T-3.22 **Sick Leave Bank Elimination.** With the elimination of T-3.22 Sick Leave Bank, Sick Leave Bank Committee and Sick Leave Bank Limit, there will be a one (1) time pay-out of three hundred dollars (\$300.00) per member. This payment will be made the second (2nd) pay of July, 2010 (July 23, 2010).

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THREE RIVERS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION,
MEA/NEA MESPA
AND
THREE RIVERS COMMUNITY SCHOOLS**

It has been agreed on by both parties that when a driver is:

- 1) running routes for purpose of setting up or timing within or outside of the regular school year
- 2) driving a bus to an alternative facility for repairs
- 3) attending Mandatory
 - School Year Transportation Supervisor called meetings
 - Trainings
 - Drivers Continuing Education Training
 - Other meetings or trainings that are called by the Transportation Supervisor at any time other than the school year

the driver will be paid at their currently assigned contractual Drivers Rate as listed in the contract.

It has been agreed on by both parties that when a driver is:

- 1) working in the Three Rivers Community Schools Bus Garage, assisting the Bus Mechanic
- 2) working in the Three Rivers Community Schools Transportation Office

the driver will be paid at the contractual Extra Trip Rate as listed in the contract.

It is understood that this Memorandum of Understanding constitutes the entire understanding and agreement reached by the parties with respect to this matter and is not precedent setting as to the Master Teacher Contract or the policies of the Three Rivers Board of Education or the Three Rivers Educational Support Personnel Association.

Dated: 8-9-10

Stuffund Anderson
Stuffund Anderson, President
TRESPA/SMEAMEA/NEA

Dated: 8-9-10

Steve Lucas
Steve Lucas Director of Operations
Three Rivers Community Schools

Dated: Aug 4, 2010

Sandra Grier
Sandra Grier MEA UniServ Director