

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, 2017 TO JUNE 30, 2019

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into by and between the Three Rivers Community Schools Board of Education, (the “Board”) and the Southwestern Michigan Education Association, an affiliate of the Michigan Education Association, and the National Education Association, (the “SMEA” or “Association) and its respective affiliate, the Three Rivers Educational Support Staff Employees, (the “TRESPA” or “Association”). 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 employees in the bargaining unit as to rates of pay, wages, hours of employment or other conditions of employment.
- 1.3 **Bargaining Unit Defined.** The word "employee" 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 before this Agreement are retained by the Board.

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

- A. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.

- B. 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.
- C. 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 this Agreement.
- D. 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.
- E. Adopt rules and regulations.
- F. Determine the qualifications of employees, including physical conditions as provided by state and federal law.
- G. 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.
- H. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
- K. Determine the policy affecting the selection, testing, or training of employees.
- L. To hire all employees, to determine their qualifications and conditions for their continued employment.
- M. To establish courses 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.
- N. The Board and/or its representative may adopt rules and regulations not in conflict with this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.
- O. 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 been properly exercised by it, excepting where expressly limited by 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 this Agreement or violations of

law. The Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.

Subject to this Agreement and the Public Employment Relations Act (“PERA”) as amended, the District 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 this Agreement.

- 2.2 **Employer Cooperation.** The Employer will cooperate with the Association in the application and implementation of this Agreement and 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 bargaining unit employees, 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 employees 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. 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 this 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 bargaining unit employees 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 Membership.**

3.61 **Representation.** The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without 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.

3.62 **Employer Responsibility.** The Employer shall promptly notify the Association President, in writing, of all new hires, laid off bargaining unit employees and employees on approved leaves of absences within five (5) work days of the hire date or date of layoff/approval of leave.

3.63 **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 otherwise 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 as to matters arising from 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 a 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/designees 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 day leave shall be made in writing not less than five (5) working days before 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.
- G. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for Union release time.

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
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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 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:

- A. Title and classification of position;
- B. Primary location of work;
- C. Starting pay;
- D. Hours;
- E. Minimum qualifications; and
- F. 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 bargaining unit employee 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 employees 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. As 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/her 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 Association 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 Association 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 Association 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, before 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 who 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 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 1312 of the Revised School Code, as amended, which prohibits the use of “corporal punishment on a student”.
- 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.

- A. The record of any disciplinary action taken against an employee who 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.

5.24 An employee may request a file review every two (2) years with his/her immediate supervisor to request removal of disciplinary infractions considered less than major. Major infractions will be considered those listed by the State of Michigan. If an agreement cannot be reached about which documents will be removed, the employee may appear to the Superintendent, whose decision is final.

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.** Before 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 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 Employer's 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:
- 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:
 - 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.
 - 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.
 - 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.

- 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.
- The rules may be amended, in writing, by the mutual agreement of the parties.
- Thirty (30) days prior to arbitration, the grievant or Employer may not raise any new allegation or rely on any evidence not previously disclosed in the grievance process.
- If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the Arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the Arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
- The Arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

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 proceedings 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 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.** This Article shall be automatically extended beyond the Agreement's expiration date to the extent required to complete the processing of a grievance filed before 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 are set forth in Schedules C, M, 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. 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. Certain job assignments will not be subject to rotation because they require special training or experience (e.g., middle school auditorium). 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 before such event shall be eligible to be paid for the accrued but unused sick

leave days at the rate of Fifty Dollars (\$50.00) per day; provided, that in no event shall the payment for unused sick leave days exceed Two Thousand Dollars (\$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 Fifty Dollars (\$50.00) per day; provided, that in no event shall the payment for unused sick leave days exceed Two Thousand Four Hundred Dollars (\$2,400). For 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. Authorized Leave Days, Adverse Weather Days and Fringe Benefits as stated in the Agreement shall begin on the ninety-first (91st) scheduled work day. See Classification Section (i.e.; 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 (i.e.; vacation, sick leave, personal leave).
- 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:
- A. Voluntarily quits
 - B. Is involuntarily terminated and the termination is not reversed through the procedure set forth in this Agreement
 - C. Retires

- D. 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
- E. 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.
- F. Transfers to a non-bargaining unit position.

Article 9 - Layoff and Recall

9.1 **Determination.** If the Employer determines that the number of employees exceeds its current requirements, it shall have the right to reduce the number of employees. The Employer shall notify and consult with the Association before 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 before the effective date of return,

absent extenuating circumstances. If any employee fails 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.** 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. 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 Leave

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. These provisions 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. Leaves extended more than three (3) consecutive days shall require medical documentation of the necessity of the leave. If the employee appears to be habitually using days for personal illness or family illness, and the Employer believes there is abuse of this provision,

the employee may be required to produce medical documentation for days used.

- 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 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 resident 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. Leaves extended more than three (3) consecutive days shall require medical documentation of the necessity of the leave.

10.12 **Used Days.** Sick leave shall be allocated in hourly increments 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 Article 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 three (3) hours before 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 leave with pay for each month of employment for the purpose of personal illness, family illness, personal business, and funeral leave. An employee must work half of the scheduled work days per calendar month to be credited with one (1) day of leave for each month of employment. The leave allowance of full time and regular part time employees shall be reduced proportionately to match the hours of their regularly scheduled work day. 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. 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 before or directly following a vacation period such as Labor Day, Thanksgiving, Christmas, Easter, and Memorial Day unless approved by the Administration. No more than the annual amount of leave days earned shall be allowed for use for personal business or emergency by the employee. The amount of leave days earned is defined in Article 10.15 above.

10.22 **Notice.** Except for an emergency, a request for personal leave shall be made not less than five (5) workdays before 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.

10.23 **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 up to one (1) year 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. 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 funeral leave without loss of pay for regularly-scheduled work. No more than the annual amount of leave days earned shall be allowed for use for funeral leave by the employee. The amount of leave days earned is defined in Article 10.15 above.
- 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.
- 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 before the requested leave date, unless the request requires board action, in which case the request shall be made at least seven (7) calendar days before the meeting at which the Board is to consider the request, except that a shorter notice may be permitted in an emergency.
- Timely requests for leave days that are submitted for approval at least four (4) weeks before 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, before 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 and Medical Leave Act. The Employer shall notify the Association President of all approved/denied leaves in writing.
- 10.73 **Verification.** The employee shall have the responsibility of verifying his/her 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 before 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.

10.8 **Family and Medical Leave Act.**

- A. Nothing in the Act shall be construed to diminish the obligation of the Employer to comply with the terms of this Agreement if such Agreement provides greater family or medical leave rights to employees than the rights established under the Act.
- B. The rights established for employees under the Act shall not be diminished by this Agreement.
- C. Employees on F.M.L.A., 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 **Attendance Incentive.** Employees with no absences from July 1 through June 30, shall receive an attendance incentive of \$150 to be paid by July 30 of each year. A year-long (12 month) employee may earn half of the attendance incentive should they not have any absences July 1st through December 31st and they may earn the other half should they not have any absences January 1st through June 30th. Absences for school-sponsored events, the funeral of an immediate family member, or should the employee be sent home at the discretion of the immediate supervisor will not count against the attendance incentive.
- A. An employee who, upon successfully completing the first half of the school year (through 12/31), and has at least two (2) days of current year allocated leave days remaining, may turn in up to two (2) days for \$50.00 per day not to exceed \$100.00 in total. Upon successful completion of the school year, an employee who has at least three (3) days of current year allocated leave days remaining, may turn in up to an additional three (3) days for \$50.00 per day not to exceed \$150.00 in total. Requests must be received in writing by the Payroll Department by January 31 and June 30 each year and will be paid out by February 28 and July 30 each year.

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
 4341 S. Westnedge Ave., Suite 1210
 Kalamazoo, MI 49008
- 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.** 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 this Agreement.

- 11.4 **Interpretation.** Each of the provisions of this Agreement shall be subject 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, unless prohibited by law.

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 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 Agreement shall be subject and subordinate to its provisions.
- 11.45 **Prior Practices.** This Agreement shall supersede any existing rules, regulations, or practices of the Employer which are 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 bargaining unit employee; provided, however, 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:

- A. Custodians
- B. Delivery and grounds personnel
- B. Maintenance Personnel
- C. Head Bus Mechanics/Electrician
- D. Bus Mechanic Helper
- E. Bus Drivers
- F. 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 bargaining unit employees 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 to a student, another adult shall be present during the administration of the medication, except for an emergency which threatens the life or health of a student.

11.7 **Duplication of 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 no earlier than sixty (60) days before 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 **Letters of Understanding.** Any past Letters of Understanding not written into a newly-ratified Agreement are null and void.

11.10 **Staff Dress and Grooming.** Staff members shall set an example in dress and grooming for students. Appropriate attention to appearance presents an image of dignity and encourages respect.

Employees shall:

- A. Be physically clean, neat, and well groomed
- B. Dress in a manner consistent with their responsibilities

- C. Dress in a manner that communicates pride in personal appearance
- D. Be groomed in such a way that does not disrupt the workplace nor cause a health or safety hazard.
- E. Wear closed footwear to the worksite for reasons of safety

Prohibited clothing examples include and are not limited to:

- A. Upper garments which are low cut, expose the stomach or expose undergarments and underarm hair. Upper garments should have a solid material from the neck to the shoulder. Tank tops are prohibited. Upper garments should overlap or tuck into the bottom garment.
- B. A bottom garment must be worn at the waist (not sagging) and must cover at least to the mid-thigh (shorts with a 7 inch inseam will usually meet this standard).
- C. Spandex or similar materials for tops, bottoms, or outfits are prohibited.
- D. Hanging or loose chains from pants are prohibited.
- E. Slippers and pajamas are prohibited.
- F. Inappropriate head apparel may not be worn at the worksite.
- G. Clothing, patches, or buttons displaying profane, vulgar, or obscene suggestions are prohibited.

In witness whereof, this Agreement is executed by the parties as of _____, 201____.

Three Rivers Education Support Personnel Association TRESPA/SMEA/MEA-NEA:

 President Date

 MEA UniServ Director Date

Three Rivers Community Schools:

 Its: President, Board of Education Date

 Its: Secretary, Board of Education Date

 Its: Superintendent Date

Schedule C

CUSTODIAL EMPLOYEES SUPPLEMENT

C-1

Duties, Scheduling, and Work Procedures

- C-1.1 **General Duties.** The general duties of each custodial 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.
- C-1.2 **Work Week and Workday.**
- C-1.21 **Work Week.** The regularly scheduled work week for all full-time employees shall consist of forty (40) hours.
- C-1.22 **Workday.** The normal workday for full-time custodial 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.
- C-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.
- C-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 employee shall receive reasonable notice of any change in the work schedule.
- C-1.5 **Optional Summer Work Schedule.** During the summer non-instructional months, employees 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.

C-2

Working Conditions

- C-2.1 **Uniforms and Special Apparel.** Custodian 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 employees shall be required to wear such shirts.
- C-2.2 **Lockers and Washroom Facilities.** Adequate locker and washroom facilities shall be furnished by the Employer for the use of each custodial employee.

C-3
Compensation Schedule

Wage Increase: If the District receives an increase in the per pupil foundation above the current \$7,511 from the State of Michigan, the Board reserves the right to open the Agreement to discuss a possible increase in wage. If the Board elects to open the Agreement, discussions will be limited to wages only.

C-3.1 Rates of Pay

Custodian

STEP	2016-2017	2017-2018
1	\$14.19	\$14.62
2-5	\$14.63	\$14.85
6-9		\$15.07
10	\$14.73	\$15.17
15+	\$14.84	\$15.29

C-3.2 Probationary Employees. Employees shall receive, after the employee successfully completes the probationary period, the regular rate of pay and be eligible to receive insurance benefits and vacation time earned for the previous year of work.

C-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.

C-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.

C-4
Fringe Benefits

C-4.1 **Vacations.** Custodial employees will accrue vacation on July 1st and will be pro-rated 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:

CONSECUTIVE EMPLOYMENT RECORD	<u>VACATION ALLOWANCE*</u>
One (1) full year of service completed	Five (5) workdays
Two (2) years through five (5) years of service	Ten (10) workdays
Six (6) years through Nine (9) years of service	Fifteen (15) workdays
Ten (10) years through Twenty Four (24) years of service	Twenty (20) workdays
Twenty Five (25) years or more of service	Twenty Five (25) workdays

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

C-4.11 **Requirements.** Vacations shall be scheduled at a time when this absence will not unduly interfere with or hamper normal operations of the District. 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 before 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 C - 4.12 has occurred and may only be processed up to Formal Conference 6.23.

C-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.

C-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.

C-4.14 **Vacation Days.** Five (5) days of vacation must be used on days when school is not in session (non-student days). These five (5) days can be used in any

quantity (for example: three (3) days at spring break and two (2) days at holiday break). These days must be used starting from July 1 and ending on June 30 of each year.

C-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 Year's 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

C-4.21 **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 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.

C-4.3 **Health Insurance Benefits.** MESSA Choices II will be the insurance plan defined under Plan A listed and MESSA ABC Plan 1 will be the insurance plan defined under Plan B. The premium contribution paid by the District shall be the capped amount established by the Publicly Funded Health Insurance Contribution Act, MCL 15.563 and amended by 2013 Public Act 270. This amount will be adjusted each year based on the change in the medical care component of the United States Consumer Price Index. The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee.

The employee's premium contribution will be payroll deducted in equal bi-weekly amounts from each paycheck.

Plan A Benefits:

MESSA Choices II

- \$500/\$1,000 In-Network Yearly Deductible (\$1,000/\$2,000 Out of Network Yearly Deductible)
- \$10 Office Visit Co-Pay
- \$10/\$20 Rx Co-Pay

Plan B Benefits:

MESSA ABC Plan 1

- \$1,300/\$2,600 In-Network Yearly Deductible (\$2,600/\$5,200 Out of Network Yearly Deductible)
- No Office Visit Co-Pay
- ABC Rx Plan

Cash in Lieu = \$225.00/month on the conditions that: (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A or B; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

C-4.31 **Vision Insurance.** MESSA VSP II will be the vision insurance plan.

C-4.32 **Dental Insurance.** MESSA Delta Dental C will be the dental insurance plan.

Vision and dental insurance to be provided at the District's expense.

C-4.33 **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)

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

C-4.34 **Conditions.**

- A. The Association agrees to cooperate with the Employer 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.

Schedule M

MAINTENANCE EMPLOYEES SUPPLEMENT

M-1

Duties, Scheduling, and Work Procedures

- M-1.1 **General Duties.** The general duties of each 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.
- M-1.2 **Work Week and Workday.**
- M-1.21 **Work Week.** The regularly scheduled work week for all full-time employees shall consist of forty (40) hours.
- M-1.22 **Workday.** The normal workday for full-time 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.
- M-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.
- M-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 maintenance employee shall receive reasonable notice of any change in the work schedule.
- M-1.5 **Optional Summer Work Schedule.** During the summer non-instructional months, employees 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.

M-2

Working Conditions

- M-2.1 **Uniforms and Special Apparel.** 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 Maintenance employees shall be required to wear such shirts. Bus mechanics shall be provided with five (5) clean uniforms per week.
- M-2.2 **Lockers and Washroom Facilities.** Adequate locker and washroom facilities shall be furnished by the Employer for the use of each maintenance employee.

**M-3
Compensation Schedule**

Wage Increase: If the District receives an increase in the per pupil foundation above the current \$7,511 from the State of Michigan, the Board reserves the right to open the Agreement to discuss a possible increase in wage. If the Board elects to open the Agreement, discussions will be limited to wages only.

M-3.1 Rates of Pay

Delivery Personnel, Groundskeeper

STEP	2016-2017	2017-2018
1	\$14.19	\$14.62
2-5	\$14.63	\$14.85
6-9		\$15.07
10	\$14.73	\$15.17
15	\$14.84	\$15.29

Maintenance Personnel

STEP	2016-2017	2017-2018
1	\$14.62	\$15.06
2-5	\$15.67	\$15.90
6-9		\$16.13
10	\$15.77	\$16.24
15	\$15.87	\$16.35

Head Bus Mechanic/Licensed Electrician

STEP	2016-2017	2017-2018
1	\$18.80	\$19.80
2-5	\$19.52	\$20.02
6-9		\$20.52
10	\$19.63	\$20.63
15	\$19.73	\$20.73

Bus Mechanic Helper

STEP	2016-2017	2017-2018
1	\$14.19	\$14.62
2-5	\$14.63	\$14.85
6-9		\$15.07
10	\$14.73	\$15.17
15	\$14.84	\$15.29

M-3.2 **Probationary Employees.** Employees shall receive, after the employee successfully completes the probationary period, the regular rate of pay and be eligible to receive insurance benefits and vacation time earned for the previous year of work.

M-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.

M-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.

M-4 Fringe Benefits

M-4.1 **Vacations.** Maintenance employees will accrue vacation on July 1st and will be pro-rated 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:

CONSECUTIVE EMPLOYMENT RECORD	VACATION <u>ALLOWANCE*</u>
One (1) full year of service completed	Five (5) workdays
Two (2) years through five (5) years of service	Ten (10) workdays
Six (6) years through nine (9) years of service	Fifteen (15) workdays
Ten (10) years through Twenty Four (24) years of service	Twenty (20) workdays
Twenty Five (25) years or more of service	Twenty Five (25) workdays

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

M-4.11 **Requirements.** Vacations shall be scheduled at a time when this absence will not unduly interfere with or hamper normal operations of the District. 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 before 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 M - 4.12 has occurred and may only be processed up to Formal Conference 6.23.

M-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.

M-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.

M-4.14 **Vacation Days.** Five (5) days of vacation must be used on days when school is not in session (non-student days). These five (5) days can be used in any quantity (for example: three (3) days at spring break and two (2) days at holiday break). These days must be used starting from July 1 and ending on June 30 of each year.

M-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 Year's 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

M-4.21 **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 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.

M-4.3 **Health Insurance Benefits.** MESSA Choices II will be the insurance plan defined under Plan A listed and MESSA ABC Plan 1 will be the insurance plan defined under Plan B. The premium contribution paid by the District shall be the capped amount established by the Publicly Funded Health Insurance Contribution Act, MCL 15.563 and amended by 2013 Public Act 270. This amount will be adjusted each year based on the change in the medical care component of the United States

Consumer Price Index. The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee.

The employee's premium contribution will be payroll deducted in equal bi-weekly amounts from each paycheck.

Plan A Benefits:

MESSA Choices II

- \$500/\$1,000 In-Network Yearly Deductible (\$1,000/\$2,000 Out of Network Yearly Deductible)
- \$10 Office Visit Co-Pay
- \$10/\$20 Rx Co-Pay

Plan B Benefits:

MESSA ABC Plan 1

- \$1,300/\$2,600 In-Network Yearly Deductible (\$2,600/\$5,200 Out of Network Yearly Deductible)
- No Office Visit Co-Pay
- ABC Rx Plan

Cash in Lieu = \$225.00/month on the conditions that: (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A or B; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

M-4.31 Vision Insurance. MESSA VSP II will be the vision insurance plan.

M-4.32 Dental Insurance. MESSA Delta Dental C will be the dental insurance plan.

Vision and dental insurance to be provided at the District's expense.

M-4.33 Options. The Board shall contribute, on behalf of each 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)

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

M-4.34

Conditions.

- A. The Association agrees to cooperate with the Employer 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.

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 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 **Summer Work Schedule.** During the summer non-instructional months, the employees will be allowed, with supervisor approval, to work a schedule of ten (10) hours per day for four (4) days per week. All ten (10) hours are paid at straight time.
- S-1.4 **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 or be paid at the rate for which it was accrued. The compensatory time must be scheduled two (2) weeks before use and pre-approved by the Supervisor/Director of Operations. Approval will be granted unless the request is unduly disruptive. 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-1.5 **Rest Periods.** All secretaries scheduled to work a normal day may take a 15 minute rest period during each half of the workday.
- S-1.6 **Delay Start.** All secretaries will report to work on days of a two-hour delay at their regular start time.
- S-1.61 **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-1.62 **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-1.7 **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-1.8 **Sunday Pay.** Employees shall be paid double time for all work performed on the seventh (7th) consecutive day. Such work must be authorized by their immediate supervisor.

S-1.9 **Lunch Period.** Secretaries shall be entitled to a duty-free, uninterrupted lunch of not more than one-half (1/2) hour. At the option of the employee's immediate supervisor, the lunch period may be extended to no more than one (1) hour.

S-1.10 **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-1.11 **Supervision.** Secretaries shall not be responsible for supervising students or supervision of the building in absence of the principal.

S-2

Basic Compensation Schedule

Wage Increase: If the District receives an increase in the per pupil foundation above the current \$7,511 from the State of Michigan, the Board reserves the right to open the Agreement to discuss a possible increase in wages. If the Board elects to open the Agreement, discussions will be limited to wages only.

S-2.1 **Basic Compensation:**

Secretarial

STEP	2016-2017	2017-2018
1	\$12.54	\$13.04
2	\$12.88	\$13.38
3	\$13.98	\$14.48
4-9	\$14.26	\$14.76
10	\$14.36	\$14.86
15-19	\$14.46	\$14.96
20		\$15.06

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.

S-2.3 **Placement on Salary Schedule.** The Employer shall place a new employee on the Basic Compensation schedule at such beginning wage probationary rate/step.

S-3

Fringe Benefits

S-3.1 **Vacation**

S-3.11 Secretaries will accrue vacation on July 1st and will be pro-rated to start date. Secretaries shall not take vacation on Scheduled School Days unless approved by administration. Employees working less than fifty-two (52) weeks will be entitled to paid vacation once the probationary period of one (1) calendar year has been fulfilled, 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. After twenty (20) years of continuous service, an employee shall accrue one and one-half (1 ½) days of vacation for each month worked during a fiscal year not to exceed fifteen (15) days.
- D. 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 before 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-3.12 Vacation allowances are figured from the date the employee began in the classification covered by this Agreement.

S-3.13 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 designee.

S-3.14 If a holiday occurs during a vacation period of any secretary, such secretary shall receive an additional day of vacation with pay.

S-3.15 **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 (all day when school is not in session)	Friday after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	New Year's Eve

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 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.

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	Thanksgiving Day
Good Friday (all day when school is not in session)	Friday after Thanksgiving
Christmas Day	Memorial Day
Fair Day (one-half day)-(Provided school is not in session)	Labor Day

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

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 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.

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.** MESSA Choices II will be the insurance plan defined under Plan A listed and MESSA ABC Plan 1 will be the insurance plan defined under Plan B. The premium contribution paid by the District shall be the capped amount established by the Publicly Funded Health Insurance Contribution Act, MCL 15.563 and amended by 2013 Public Act 270. This amount will be adjusted each year based on the change in the medical care component of the United States

Consumer Price Index. The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee.

The employee's premium contribution will be payroll deducted in equal bi-weekly amounts from each paycheck.

Plan A Benefits:

MESSA Choices II

- \$500/\$1,000 In-Network Yearly Deductible (\$1,000/\$2,000 Out of Network Yearly Deductible)
- \$10 Office Visit Co-Pay
- \$10/\$20 Rx Co-Pay

Plan B Benefits:

MESSA ABC Plan 1

- \$1,300/\$2,600 In-Network Yearly Deductible (\$2,600/\$5,200 Out of Network Yearly Deductible)
- No Office Visit Co-Pay
- ABC Rx Plan

Cash in Lieu = \$225.00/month on the conditions that: (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A or B; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

S-3.31 Vision Insurance. MESSA VSP II will be the vision insurance plan. Vision insurance to be provided at the District's expense.

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 benefits shall become effective upon completion of the probationary period of one (1) calendar year from the date of hire. Insurance benefits shall become effective upon completion of the 91st calendar day from date of hire.

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 two (2) such runs during a normal school day.
- B. "Regular Unassigned Driver" shall be defined as a qualified driver, which 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.
- C. "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.

All assigned regular routes shall be paid on guaranteed time (3 and $\frac{3}{4}$ hours daily Monday through Friday on days a driver is assigned to report for work) The defined work day shall include pre-trip inspection, drive time, sweeping, fueling, a weekly bus wash, and post-trip inspection. The use of the time clock will be used for any additional work (e.g., extra trips and any other work assigned by the Employer outside the regular defined route for the employee).

- A. **Pre-Trip.** All drivers are required to perform a pre-trip inspection of any bus being taken out on any run. The driver shall complete the pre-trip inspection form before the departure from the bus compound or starting point, whichever shall apply. A pre-trip shall start fifteen (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 $\frac{1}{2}$ tank or below, refueling the tank is required. Sweeping the interior of the bus and trash removal shall be completed within the post trip inspection. Drivers shall be required to punch out at the end of their post-trip inspection.
- C. **Additional Work.** Additional work shall be defined as work assigned by the Employer in addition to the drivers regular daily assignment. Examples include and are not limited to the following: weekly bus wash, interior cleaning of all bus windows, trips, student conduct/disciplinary referrals, parental calls, pre-instructional year dry bus runs (before the instructional year beginning), meetings scheduled by the Employer, emergency runs, any additional run assigned as a result of student instructional testing (e.g., ACT/MME). All drivers performing additional work shall be required to punch in using the employee time clock before beginning the additional work and shall be required to punch out upon completion of the additional work (and if applicable upon completion of the post-trip inspection for trips, emergency runs, and additional runs as a result of student testing).
- D. Special Ed runs considered one (1) route. Minimum paid running time 1-1/2 hours.
- E. Noon/Midday runs are considered regular runs and shall be paid running time of a minimum of 1-1/2 hours.

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

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

T-1.21 **Vacancies Before 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 before the Back to School Orientation meeting normally held in August.

Vacancies occurring two (2) calendar weeks or less before 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 Association President of all bus run eliminations that occur after the end of each instructional year, and fourteen (14) calendar days before 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 Transportation Director. 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.** 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 before posting any such vacancy, the Employer agrees to notify the Association of its intent to post and, if requested within three (3) days from receipt by the Association 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 has the right to file a grievance at Step 2 of the Grievance Procedure.

T-1.24 Long Term Temporary Assignments If an assignment becomes available as a temporary assignment after ten (10) consecutive days, but not exceeding ninety (90) work days, the Employer shall post the assignment as a temporary vacancy.

The timeframe for this level of hourly and fringe compensation shall not exceed ninety (90) working days and shall not begin until the eleventh (11th) workday of which the regular assigned driver has been absent for ten (10) consecutive working days from their assignment when the regular bargaining unit employee is on a leave of absence.

The level of hourly compensation shall be at the rates reflected within the Agreement based on the current level of hourly compensation that is being paid to the regularly-assigned driver. The temporary driver shall not have a choice between insurance or cash in lieu during the timeframe she/he temporarily fills the assignment not to exceed ninety (90) working days and shall only be compensated the cash in lieu benefit that is applicable for the assignment.

Effective on the ninety-first (91st) day, the assignment shall be posted as a permanent vacancy in accordance with the current Agreement.

The ability to bid on a long-term temporary assignment shall be based on a written bid submitted by the most senior driver applying for the temporary assignment. There shall be only one (1) move per event allowed. This limit is to diminish the amount of interruption of the daily work and to allow the most senior driver the ability to gain hours and fringe benefit (cash in lieu) if applicable for the long-term temporary assignment.

T-1.3 Extra Trips.

T-1.31 Rotation. 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.

"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 Director 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 before 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 a driver 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. An Unassigned Regular Driver shall be eligible for the out of the district trip board after 90 calendar days of employment. The preceding provision is only applicable while school is in session.

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 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 the daily guaranteed time of 3 and $\frac{3}{4}$ hours for the affected driver.
- 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 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. **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 | \$10.00 |
| Lunch | After 8 hours | \$10.00 Additional |
| Dinner | After 12 hours or overnight | \$10.00 Additional |
- G. **Probation.** A driver may not be assigned out-of-District extra trips until the completion of ninety (90) calendar days.
- H. **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.
- I. **Uniforms and Special Apparel.** A uniform allowance shall be available to all bus drivers covered by this Agreement 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 provision will be effective 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.

- J. **Sick Leave Pay.** Sick leave for bus drivers shall be charged against their accumulated sick leave on a pro-rated basis if 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 Director. Drivers shall be compensated at their driver's regular rate pro-rated 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 the Transportation Director 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

T-2.1 **Rates of Pay.** Wage Increase: If the District receives an increase in the per pupil foundation above the current \$7,511 from the State of Michigan, the Board reserves the right to open the Agreement for the purpose of discussing a possible increase in wages. If the Board elects to open the Agreement, discussions will be limited to what is mutually agreed to as topics for negotiation between the parties while the Agreement is in force.

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

Regular Unassigned Driver

STEP	2016-2017	2017-2018
1	\$14.42	\$14.85
2-5	\$16.48	\$16.72
6-9		\$16.96
10	\$16.59	\$17.09
15	\$16.69	\$17.19

Regular Driver

STEP	2016-2017	2017-2018
1	\$16.48	\$16.97
2-5	\$18.54	\$18.82
6-9		\$19.10
10	\$18.65	\$19.25
15	\$18.75	\$19.40

Extra Trips

STEP	2016-2017	2017-2018
1-9	\$12.90	\$13.40
10	\$13.00	\$13.50
15	\$13.10	\$13.60

T-3
Fringe Benefits

T-3.1 Health Insurance Benefits -

All regular bus drivers: Annual Allowance \$600.00 (pro-rated at \$60.00/month for 10 months). After completion of five (5) years of employment the annual allowance increases to \$900.00 (pro-rated at \$90.00/month for 10 months).

Conditions: Employees that qualify for health insurance coverage under the terms of the Affordable Care Act (or equivalent) will receive the cash in lieu payment if (1) the employee voluntarily and in writing opts out of the health insurance coverage offered to them; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Acts, or its equivalent.

T-3.11 Vision Insurance. MESSA VSP II will be the vision insurance plan. Vision insurance to be provided at the District's expense.

T-3.12 Conditions.

- A. The Association will cooperate with the Employer 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 below, 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.

the shoulder. Tank tops are prohibited. Upper garments should overlap or tuck into the bottom garment.

- B. A bottom garment must be worn at the waist (not sagging) and must cover at least to the mid-thigh (shorts with a 7 inch inseam will usually meet this standard).
- C. Spandex or similar materials for tops, bottoms, or outfits are prohibited.
- D. Hanging or loose chains from pants are prohibited.
- E. Slippers and pajamas are prohibited.
- F. Inappropriate head apparel may not be worn at the worksite.
- G. Clothing, patches, or buttons displaying profane, vulgar, or obscene suggestions are prohibited.

In witness whereof, this Agreement is executed by the parties as of August 23, 2017.

Three Rivers Education Support Personnel Association TRESPA/SMEA/MEA-NEA:

Shan Hughes
President

8-23-17
Date

Dorinda Miller
MEA UniServ Director

08/23/17
Date

Three Rivers Community Schools:

Ellen Kavaok
Its: President, Board of Education

8-29-17
Date

[Signature]
Its: Secretary, Board of Education

9/6/17
Date

Jean Logan
Its: Superintendent

9-7-17
Date