

MASTER AGREEMENT

between

THREE RIVERS EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION/TRESPA/SMEA/MEA/NEA

and

THREE RIVERS COMMUNITY SCHOOLS
BOARD OF EDUCATION

February 1, 2025 – June 30, 2027

PURPOSE AND INTENT.....	3
ARTICLE 1 – RECOGNITION.....	4
ARTICLE 2 - NEGOTIATION PROCEDURES	5
ARTICLE 3 – GRIEVANCE PROCEDURE.....	6
ARTICLE 4 - BOARD RIGHTS AND RESPONSIBILITIES	9
ARTICLE 5 - ASSOCIATION RIGHTS AND RESPONSIBILITIES.....	11
ARTICLE 6 - EMPLOYEE RIGHTS AND RESPONSIBILITIES.....	12
ARTICLE 7 – EVALUATION	13
ARTICLE 8 – DISCIPLINE.....	14
ARTICLE 9 - PROBATIONARY PERIOD.....	15
ARTICLE 10 – SENIORITY.....	16
ARTICLE 11 - REDUCTION OF STAFF	18
ARTICLE 12 – EMPLOYEE PLACEMENT	20
ARTICLE 13 - EXTRA ASSIGNMENTS.....	22
ARTICLE 14 - WORKING HOURS AND STANDARDS	23
ARTICLE 15 - HOLIDAYS AND VACATIONS	25
ARTICLE 16 – PUNCTUALITY	27
ARTICLE 17 – SICK AND PERSONAL LEAVE	28
ARTICLE 18 - LEAVES OF ABSENCE	29
ARTICLE 19 - INSURANCE	32
ARTICLE 20 - PAYROLL DEDUCTIONS.....	34
ARTICLE 21 - RESIGNATION AND RETIREMENT.....	35
ARTICLE 22 - NO STRIKE CLAUSE.....	36
ARTICLE 23 - HEALTH AND SAFETY	37
ARTICLE 24 – MISCELLANEOUS	38
ARTICLE 25 – COMPENSATION	39
ARTICLE 26 - DURATION OF AGREEMENT	40

APPENDIX A GRIEVANCE REPORT FORM.....	41
APPENDIX B – SALARY SCHEDULES.....	44

AGREEMENT

This Agreement is entered into upon all parties' ratification between the Three Rivers Community Schools (the "Board," "District," or "Employer") Board of Education and the Southwestern Michigan Education Association (the "SMEA") an affiliate of the Michigan Education Association and the National Education Association, and its respective affiliate, the Three Rivers Educational Support Personnel Association (the "Association").

(Note: The headings used in this Agreement and appendices neither add to nor subtract from the meaning but are for reference only.)

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Association.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

ARTICLE 1 – RECOGNITION

- A. **Bargaining Unit Classifications.** Pursuant to, and in accordance with all applicable provisions of MCL 423.201, et seq., as amended (the “Public Employment Relations Act” or “PERA”), the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all Employees of the Employer included in the bargaining unit described below.

The bargaining unit shall consist of non-supervisory employees in the following classifications: full-time and regular part-time secretaries, bus mechanics, grounds personnel, maintenance and delivery personnel, bus drivers, bus driver trainees, and bus aides.

The bargaining unit excludes supervisory, confidential, third-party contractors, and all other employees

- B. **Employee Defined.** The term "Employee" when used herein shall refer to employees included in the bargaining unit as set forth in this Agreement.
- C. **Employee Status.** An Employee is hired either on a full-time or part-time basis. For secretaries, grounds personnel, and maintenance and delivery personnel, full-time employees are regularly scheduled to work forty (40) or more hours on average per week. For bus drivers and bus aides, full-time employees are regularly scheduled to work twenty-five (25) or more hours on average per week. Part-time employees are scheduled to work from week to week based on the need of each pay period. The hours worked per week may be regularly scheduled, established from week to week, or may vary each day or week based on the particular department's need, but will typically be less than the full-time thresholds as defined in this paragraph. As further explained in this Agreement, newly hired employees will complete a probationary period before being considered for continued employment as a regular Employee. To the extent permitted by law, only full-time employees will be eligible for full benefits, as provided in this Agreement.

ARTICLE 2 - NEGOTIATION PROCEDURES

This Agreement shall constitute the full and complete commitments between both parties and may be altered, only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. During the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals as to any subject or matter not prohibited by law. The Association and the Employer for the term of this Agreement each voluntarily and unqualifiedly agree that the other is not obligated to bargain collectively as to any subject or matter referred to or covered in this Agreement, or as to any subject or matter not specifically referred to or covered in this Agreement, and also as to any subject or matter which was negotiated or raised in the bargaining leading to the formation of this Agreement. No Agreement, alteration, understanding or modification of any term, condition, or covenant in this Agreement shall be made unless executed in writing between the parties and the same has been ratified by the Employer and the Association. At least sixty (60) days before the expiration of the current Agreement, either party shall initiate the bargaining of a successor agreement by sending a letter of intent to the other to schedule the first bargaining meeting. The first meeting shall be mutually scheduled between the parties before the Agreement's expiration.

ARTICLE 3 – GRIEVANCE PROCEDURE

A. **Grievance Defined.** A “grievance” is a written claim by an employee(s) or the Association that there has been an alleged violation of any provision of this Agreement.

B. **Procedure**

1. **Informal Conference.** The grievant(s) shall discuss the grievance with the grievant’s immediate supervisor within ten (10) workdays of the alleged contract violation with the intent of resolving the issue. If the complaint involves an individual employee(s), an Association representative may be present if requested by either party.
2. **Written Grievance.** If the grievance is not resolved in the informal conference, the grievant shall reduce the grievance to writing and present it to the immediate supervisor within ten (10) workdays of the incident giving rise to the grievance.

All written grievances shall include:

- (a) Who is affected by the alleged contract violation;
- (b) A detailed account of what occurred;
- (c) The dates of the alleged contract violation;
- (d) The location in which the alleged contract violation occurred;
- (e) What section(s) of the contract have allegedly been violated;
- (f) What remedy is requested;
- (g) The signature of the grievant and/or appropriate Association official.

Step 1 - Immediate Supervisor. The written grievance may be presented to and discussed with the immediate supervisor by the Employee and/or no more than two (2) Association representatives. Within ten (10) workdays after receiving the written grievance, the supervisor shall communicate their decision in writing, together with the supporting reasons, to the Association. The grievance disposition will be delivered to the grievant(s) on same day that it is issued.

Step 2 - Superintendent. If the Step 1 decision is not satisfactory to the grievant(s), the Association may appeal the grievance to the Superintendent or their designee. Such appeal shall be made within five (5) workdays from receipt of the supervisor’s decision. The appeal shall include a copy of the written grievance accompanied by a copy of the previous decision. Within ten (10) workdays after delivery of the appeal, the Superintendent or their designee shall investigate the grievance and shall communicate a decision in writing to the Association. As part of the investigation, the Superintendent or their designee may give an opportunity for the grievant and/or the Association representative to be heard. The grievance disposition will be delivered to the grievant on same day that it is issued.

Step 3 – Mediation. If the grievance is not resolved at Step 2, or if no written response is made within the above timeline, the Association may file the grievance to mediation through the Michigan Employment Relations Commission (MERC) within twenty (20) working days following receipt of the Step 2 written response or of the date the response was due, from the Superintendent or designee. A copy of the filing will be provided to the District by the Association. If satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the parties. If no satisfactory resolution can be reached, either side may terminate mediation through written notification to the other party.

Step 4 – Board Hearing. If the grievance remains unresolved at the conclusion of Step 3, it may be submitted to the Board of Education at the request of either party, provided written notice of submission is delivered to the opposing party within twenty (20) workdays after the close of mediation proceedings in Step 3.

Step 5 – Arbitration

If the grievance is not satisfactorily resolved at the conclusion of Step 4, the grievance may be submitted by either party to the American Arbitration Association if such request is made within ten (10) days from receipt of the Board Hearing reply. The arbitrator shall be selected, and the hearing conducted in accordance with the rules and procedures of the American Arbitration Association.

- a Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.
- b The hearing shall be conducted in accordance with the rules of the American Arbitration Association; provided, however, that:
 - 1. 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. Irrelevant, immaterial, unduly repetitious evidence may be excluded.
 - 2. 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 competent jurisdiction.
 - 3. The arbitrator shall not have the authority to establish salary scales or to change any salary scales.
 - 4. The arbitrator shall not have the authority to change any practice, policy or rule of the board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - 5. The arbitrator shall render a written decision within thirty (30) calendar days from and after the conclusion of the hearing, unless extended by mutual agreement of the parties, which decision shall separately set forth specific findings of fact, decision, and award.
 - 6. The arbitrator's decision shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
 - 7. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall make his/her ruling thereon prior to hearing testimony concerning the merits of the grievance.
 - 8. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.
 - 9. 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 application is not made within such time, the decision of the arbitrator shall be final and binding upon the parties.

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

C. **General**

1. **Definition of Workdays.** "Workdays" as used in this grievance procedure shall be all days, Monday through Friday, regardless of whether school is in session for students, but shall exclude Saturdays, Sundays, holidays observed by the Employer or when the central office is not open.
2. **Extension of Time Limits.** Time limits may be extended in any specific instance by mutual agreement in writing.
3. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specific time limit shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.
4. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process the grievance and therefore the District's last answer shall constitute the final disposition of the grievance.
5. **Individual Employee Grievance.** Nothing contained herein shall be construed to prevent any individual Employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given the opportunity to be present at such adjustment as provided by law.
6. **Limitations.** The grievance process shall not apply to probationary employees. Non-probationary employees may grieve alleged violations of Employee placement, layoff and recall, and evaluation up to, but not including, arbitration.
7. **Waiver of Representation.** If a grievant decides they do not want their Association representative to intercede for them up to step 4 of the grievance procedure, they shall sign a waiver to that effect. A copy of any such waiver shall be provided to the Association and the Employer.
8. **Information Requests.** All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties.
9. Either party may involve their representative at any and all stages of the grievance proceedings.

ARTICLE 4 - BOARD RIGHTS AND RESPONSIBILITIES

- A. It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by the way of illustration and not by way of limitation, the right to:
1. Continue its rights, policies, and practices of assignments and direction of its personnel, determine the number of personnel and scheduling of all the foregoing so long as not in conflict with the specific provision of this Agreement.
 2. Establish, modify, or change any work or business or school hours or days so long as not in conflict with the specific provisions of this Agreement.
 3. Direct the working forces, including the right to hire, promote, demote, transfer, discipline, and/or reassign Employees; assign work, functions, and duties to Employees; determine the size of the work force; and to lay off Employees so long as not in conflict with the specific provision of this Agreement.
 4. Determine the services, supplies, and equipment necessary to continue its operations; to determine all methods and means of distributing 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; or the institution of new and/or improved methods or changes.
 5. Adopt reasonable rules and regulations, including establishing reasonable provisions for health, safety and first aid of Employees on grounds and at District-related events.
 6. Determine the qualifications of Employees or applicants, including requirement for physical examination, consistent with state and federal law and Board policy.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building, or other facilities.
 8. Determine the placement of operations, production, service, maintenance, or distribution of work and the source of materials and supplies, including entering a contract or subcontract with a third-party to perform work that is not exclusively performed by Employees, and does not reduce an Employee's regular scheduled work hours. The District will contract and subcontract to fulfill necessary operational requirements and not in a manner to eliminate or reduce work normally scheduled and assigned to bargaining unit Employees.
- B. Policy-making functions rest exclusively with the Board and as delegated to District management. Consistent with PERA, this Agreement will govern in the event Board policy directly conflicts with specific provisions of the Agreement.

- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations, practices, and the use of related judgment and discretion in connection is limited only by the specific language of this Agreement. This limitation is restricted to those specific provisions which fully comply with the Constitutions and laws of Michigan and the United States. Nothing contained in this Agreement shall be considered to deny or restrict the Employer of its powers, rights, authority, duties and responsibilities under the Michigan Revised School Code, or any other national, state, or local law and regulation.

ARTICLE 5 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. **Association Business and Representatives.** Except for the Employer's express prior approval for Association release time, an Employee's job duties and functions will not be interrupted for the purpose of conducting Association business. The Employer agrees to grant bargaining unit members release time to conduct official Association business, which affects bargaining unit members only. The Superintendent or designee will grant bargaining unit members an unpaid leave of absence to conduct official Association business provided such absence has been requested in an advanced writing by an authorized Association representative and the Employee's absence will not interfere with the District's operational or educational requirements or the assigned job functions or duties of the Employee. Association release time is limited to three (3) work days per contract year, with additional time as approved by the Superintendent or designee. A maximum of one (1) Employee from each classification may be released for Association business, unless otherwise approved by the Superintendent. The Association shall keep the Employer advised, in writing, of the names of all officers, Association Representatives and alternate Association Representatives at all times. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.
- B. **Information.** The Employer agrees to furnish to the Association, in response to reasonable written requests, all information that would normally be required under the Freedom of Information Act (FOIA) and the Public Employment Relations Act (PERA) in accordance those Acts.
- C. **Bulletin Boards.** The Employer will provide designated bulletin board space in each building which may be used by the Association for posting official Association notices. Such use shall comply Board policy and applicable law.
- D. **Use of Facilities.** The Association and its members will have the right to use school building facilities for meetings and shall be permitted to transact official Association business on school property as provided by Board policy. Such use is subject to prior approval by the Superintendent or designee and shall not interfere with or interrupt normal school operations. The Association agrees to indemnify and hold the Employer harmless for any liability arising from the Association's use of Employer's facilities.
- E. **Use of Equipment.** The Association and its members will have the right to use school building equipment for meetings and official businesses as provided by Board policy. Such use is subject to prior approval by the Superintendent or designee. The Association agrees to indemnify and hold the Employer harmless for any liability arising from the Association's use of Employer equipment.

ARTICLE 6 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Nothing contained in this Agreement shall be construed to deny or restrict to any Employee rights they may have under the Revised School Code or other applicable laws and regulations.

Employees covered by this Agreement may join the Association and voluntarily pay dues or may choose not to join the Association and not pay dues. Neither the Association or the Employer will discriminate against an Employee on the basis of Association membership.

B. **Student Discipline.**

1. The Employer will support and assist Employees with respect to maintenance of control and discipline of students in the Employee's assigned work area. The Employer or its designated representative will take reasonable steps to relieve the Employee of responsibilities in respect to students who are continually disruptive, and who repeatedly violate rules and regulations. Training on proper control and discipline methods will be provided to Employees annually during scheduled professional development.

It is clearly understood that Employees having direct supervision of students will maintain proper control and discipline of students under their jurisdiction. Failure to maintain proper control of students could result in discipline and/or discharge of the involved Employee, in accordance with Article 8 of this Agreement.

2. In the event inappropriate behavior or disturbances occur which may result in injury to the student or another person or damage to property, Employees are expected to take reasonable and prudent action and only such action that is in accordance with the law, Board policy, and the Michigan Code of Educational Ethics.
3. Employees will follow District policy to respond to disruptive student behavior. Employees shall immediately report unsafe or unhealthy workplace conditions or tasks to the building principal or designee.

C. **Personnel File.**

1. The Employer will comply with the requirements of Michigan's Bullard-Plawecki Employee Right to Know Act ("BPERKA") and other applicable law in regard to access to employee personnel files by an Employee or the Association. An Employee may obtain a copy of the information or part of the information contained in the Employee's personnel record upon request, as permitted by the BPERKA.
2. No disciplinary material originating in the District after original employment will be placed in an Employee's personnel file unless the Employee has been furnished a copy of such material.

- D. **Unsafe Work Conditions.** The Employee(s) will inform their supervisor of any job hazard as soon as the Employee first becomes aware of any unsafe areas, conditions, or defective equipment. The Employee will exercise reasonable safety precautions in the pursuit of the Employee's duties and correct hazardous and unsafe conditions occurring within the realm of the Employee's responsibility and capability. The Employer, upon notification of an alleged unsafe condition, shall investigate such condition and shall make reasonable adjustments in such condition if, as the result of the Employer's investigation, the alleged unsafe condition is found to be a hazard to the Employee(s).

ARTICLE 7 – EVALUATION

- A. It is the policy of District to measure each Employee's performance using performance objectives of the job and to communicate the results for the purpose of assisting with performance improvement and Employee development.
- B. The components of the evaluation are comprised both of the job description and the performance rating descriptors. The job description contains the basic requirements of any given position. It identifies the essential job duties which are the core responsibilities to be executed by the person occupying the position. Performance rating descriptors are general statements which characterize the quality of an Employee's performance.
- C. Probationary employees shall be evaluated at 90 days and at the academic year-end. All other Employees will be evaluated at the academic year-end. When due, year-end evaluations are conducted prior to June 1. The first 90 days are considered to be a probationary period. The probationary period is intended to be a trial period when an Employee must demonstrate effective and satisfactory performance in order to continue employment. Additional probationary Employee standards are provided in Article 9 of this Agreement.

ARTICLE 8 – DISCIPLINE

- A. **Discipline Standard.** Employees may be disciplined only for reasons not arbitrary or capricious. The provisions of this paragraph shall exclude the failure to re-employ any probationary employee. Probationary employees are at-will employees, and the Employer shall have the sole right to discipline, reassign, layoff, suspend, or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained herein.

Disciplinary actions include but are not limited to the following:

- ❖ Step 1 – Documented Verbal Warning
- ❖ Step 2 – Written Warning or Reprimand.
- ❖ Step 3 – Three (3) days suspension without pay and written disciplinary notice will be provided to the Employee.
- ❖ Step 4 - Five (5) days suspension without pay and 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

- B. **Progressive Discipline.** Nothing in this Agreement requires that these disciplinary measures be applied sequentially or progressively. The Employer may progressively apply discipline, or in its discretion, may accelerate or waive steps depending on the severity and nature of the offense.
- C. An employee may, within ten (10) working days of discipline, attach a rebuttal to a disciplinary memo which shall remain in the personnel file.
- D. An employee may request a personnel file review or appeal based on board policy 8320 as revised December 6, 2021.

ARTICLE 9 - PROBATIONARY PERIOD

- A. **Seniority.** New Employees hired into the bargaining unit shall undergo a probationary period of ninety (90) calendar days from their initial date of hire. Upon successful completion of the probationary period, the Employee shall obtain seniority status and the Employee's name shall be entered upon the seniority list. Employees must be fully qualified for their assigned position to be granted seniority status. Bus Driver Trainees must be issued their Commercial Driver's License (CDL) and meet all licensing requirements to obtain seniority status under this Agreement.
- B. **Representation.** Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period except, that probationary employees shall not be subject to the grievance procedure.
- C. **Leave and Vacation Credit.** Personal leave day credit and vacation time credit will not accrue during the probationary period. If a paid holiday falls within a probationary period, the Employee shall be paid for such holiday as per the Agreement.
- D. **Extension.** The probationary period may be extended for an additional 60 days, if circumstances, as determined by the Employer warrant such action. Such purposes include but are not limited to excessive absenteeism, ineffective or unsatisfactory work performance, and inability to follow Employer rules, standards, and policies. The Association will be notified of any extensions when they are determined.
- E. **Discipline and Discharge.** Probationary employees are at-will employees, and the Employer shall have the sole right to discipline, layoff, reassign, suspend, or terminate probationary employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained herein.

ARTICLE 10 – SENIORITY

- A. **Accrual of Seniority.** A master bargaining unit seniority list and classification seniority list shall be maintained by the Employer and accessible by the Association upon written request and as provided by law. New Employees who successfully complete their probationary period and are fully qualified for their assigned position shall be added to these lists. System seniority shall commence on the date the Employee commences regular employment with the District after the completion of their probationary period. Classification seniority shall commence on the date on which an Employee is assigned regularly to a department. For the purposes of both system and classification seniority, the following shall apply:
1. In the event two (2) or more Employees are assigned to a classification or begin work on the same day, seniority shall be determined by social security number. The Employee having the lowest last four (4) digits of their social security number shall be deemed the most senior.
 2. Part-time Employees shall not accrue seniority, except those personnel in normally full-time positions who are placed on part-time employment as part of a necessary reduction of personnel may be allowed to maintain and accrue seniority as determined by the Superintendent. Part-time Employees are defined as those Employees who work on average less than thirty (30) hours per work week. Employee status is defined in Article 1.C.
 3. An Employee on an authorized leave of absence for more than twelve (12) months for reasons other than legally protected leave will not accrue seniority while on an approved leave.
 4. Seniority shall be measured from the last date of hire after completing their probationary period. That date shall become the seniority date and number for each Employee.
 5. Employees who change departments shall hold inactive seniority in the classification in which previously employed.
 6. Any applicable credit given an Employee at the time of hire for previous employment experience shall not be considered for the purpose of accumulating seniority.
 7. Employees shall not accrue seniority while on a layoff status.
- B. **Discrepancies.** All alleged discrepancies in the seniority lists must be communicated by the Association in writing to the human resource department within thirty (30) calendar days of receiving the finalized list. If no discrepancies are noted within this time period, the list shall become final. This date may be waived by joint agreement between the Association and the Board in the event of extenuating circumstances.

C. **Termination of Seniority**. Seniority shall terminate if:

1. The Employee resigns or retires.
2. The Employee is discharged and the discharge is not reversed.
3. If the Employee overstays a leave of absence granted for any reason, as hereinafter provided, unless an extension has been granted before the absence.
4. If the Employee is scheduled to work and is absent from work for three (3) consecutive workdays without proper notification to the District.
5. Involuntary layoff for at least twelve (12) months or the number of months of prior work service in the District, whichever is shorter.

ARTICLE 11 - REDUCTION OF STAFF

- A. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of Employee assignments. If the Superintendent determines that insufficient funds are budgeted for the existing staff or that a reduction in staff may be necessary due to program, curricular, or other operational considerations, the Superintendent may recommend to the Board the staff positions to be reduced.
- B. In the event the Board deems it necessary to decrease personnel during or at the conclusion of any school year, the Board, through the Administration, will advise the affected Employees(s) as soon as possible after the necessity for such decrease in staff becomes apparent to the Board.
- C. **Layoff Criteria.**
 - 1. The District will consider the following factors when determining necessary reductions in staff:
 - a. Qualifications and certifications for the position held;
 - b. Ability and competency to perform the work within the subject area, field of program, and department;
 - c. Prior evaluation ratings;
 - d. Disciplinary record, if any; and
 - e. Relevant special training.
 - 2. The District maintains the sole discretion in determining the applicability of such layoff factors to Employees. When all factors are equal between two or more Employees, seniority will be considered as the controlling factor for layoff.
 - 3. In lieu of layoff, the District may reassign Employees to other positions for which they are qualified.
- D. **Recall Criteria.**
 - 1. If during the period when such reduction of personnel is in effect, the District may fill necessary vacancies or reestablish positions using the recall process of Employees on a layoff status.
 - 2. Notice of recall shall be sent to the Employee at the Employee's last known address by registered mail. It shall be the obligation of the Employee to inform the District of their proper change of address during the period of layoff. If an Employee fails to report to the Employer within five (5) calendar days from the date of mailing of notice of recall, the Employee shall be considered as a voluntary quit and shall forfeit their right to recall. Failure to accept an offered position shall result in the Employee being removed from the recall list. Employees on layoff who are not recalled to employment with the District within twelve (12) months from layoff shall be removed from the list and will have no employment rights with the District. The District will maintain the recall list for a period of twelve (12) months.

3. In determining the necessary recall of Employees, the District will consider the following factors:
 - g. Qualifications and certifications for the available position;
 - h. Ability and competency to perform the work within the subject area, field of program, and department;
 - i. Prior evaluation ratings;
 - j. Disciplinary record, if any; and
 - k. Relevant special training.
4. The District maintains the sole discretion in determining the applicability of such recall factors to Employees. When all factors are equal between two or more Employees, seniority will be considered as the controlling factor for recall.

ARTICLE 12 – EMPLOYEE PLACEMENT

- A. **Placement Decisions.** The Superintendent, or designee, decides placement decisions, when a vacancy exists, and when a posting is made. Placement decisions may include, but are not limited to the following factors:

- Qualifications and certifications for the position;
- Ability and competency to perform the work within the subject area, field of program, and department;
- Prior evaluation ratings;
- Disciplinary record, if any; and
- Relevant special training.

The District maintains the sole discretion in determining the applicability of such placement factors to Employees. When all factors are equal between two or more Employees, seniority will be considered as the controlling factor for placement.

1. **Vacancy Postings.**

- a. The Superintendent may eliminate or fill a vacancy subject to the terms of this Agreement. The District will post any vacancy that it intends to fill.
- b. The District will meet with Association representatives as needed to discuss Association issues and concerns regarding Association employee placement issues.
- c. Vacancies will be posted on the District's application system before the appointment or placement is made and Employees may apply for such vacancies using the District's application system.

2. **Laid Off Employees.** If a vacancy occurs while there are Employees on layoff the following procedures will be in effect.

- a. Recall laid off Employee(s) per Article 11, to a vacancy while it is posted.
- b. Fill the vacancy and subsequent vacancies that may arise by posting while the laid off Employee(s) works the posted job(s).
- c. At the point there are no more internal applicants allow the recalled Employee(s) to remain in that "last" position.

3. **Application Process**

- a. Any Employee may apply for a posted vacancy. All vacancies will be posted on the District's applicant tracking system.
- b. It will be the Employees' responsibility to contact the Administration if they wish to apply for any job opening that occurs while they are on vacation or otherwise absent. Employees may apply for a vacancy while on any leave of absence, including Worker's Compensation, provided said Employee is scheduled to return to work prior to the date the position is to be filled.

- c. If an Employee desires to be considered an applicant for a posted position they shall apply during the posting period.
 - d. A posted position may be filled on a temporary basis during the posting period.
- 4. **Rates For New Job.** An Employee placed into a new classification will be compensated in accordance with that classification's pay schedule. Any step advancement is subject to the Employee's classification seniority.
- 5. **Applicants Outside the Classification** A vacancy may be posted internally and externally concurrently. Candidates employed within the bargaining unit but outside of the classification of the open position shall be given equal consideration by the District prior to making its determination for filling the vacancy based on the highest qualifications of the candidates for the position.

B. Involuntary Transfers.

- A. **Notice.** Notice of transfer shall be given in writing to the Employee prior to execution. The Employer may make involuntary transfers consistent with this Agreement.

B. Reasons For Transfer.

- a. Transfers may occur at the discretion of the Superintendent or designee, including but not limited to, the following reasons:
 - (1) Less than satisfactory or ineffective performance in the present position.
 - (2) Continued presence in the present position would be injurious to the Employee's health.
 - (3) Personal difficulties with fellow Employees or students or parents.
 - (4) To open a position for an Employee whom the Employer has determined it is necessary to transfer.
 - (5) For financial, educational, and operational reasons.
 - (6) To meet work requirements with reasons given upon request.

C. Voluntary Transfers

If an Employee wishes to be considered for any other position within the bargaining unit for which they are certified and qualified, and for which may become available, they must submit an email in writing to the Superintendent or designee for the position they would like to be considered for by March 15 of each contract year

ARTICLE 13 - EXTRA ASSIGNMENTS

- A. **Extra Work.** Extra work, if available and authorized by the District, may be assigned to Employees who are fully qualified to perform assigned work. The number of hours and work available is contingent on District needs and other educational and operational requirements.
- B. **Rate of Pay.** Employees granted extra work shall receive the same rate of pay that matches the Employee's current classification and step rate during their normal work schedule.

ARTICLE 14 - WORKING HOURS AND STANDARDS

- A. Working hours for all departments:
1. **Schedule.** The regular full working day shall vary based on the classification of the position and is subject to change. The District will notify Employees of their respective work schedules and any subsequent adjustments to their work schedules. Employees may be required to report to work for a specific time period before the start of the academic school year.
 2. **Lunch Period.** There shall be thirty (30) minutes off for lunch for Secretaries and Grounds & Facilities Employees. Lunch breaks are unpaid and required.
- B. **Overtime Pay.**
1. Time and one-half will be paid for all hours worked in excess of forty (40) hours in one work week or scheduled holiday, as required by applicable wage and overtime law. All overtime must be approved in advance by the Employee's administrator.
- C. **Dress & Grooming.** Employees shall set an example in dress and grooming for students. Appropriate attention to appearance presents an image of dignity and encourages respect. Employees shall:
1. Be physically clean, neat, and well groomed.
 2. Dress in a professional manner consistent with their job responsibilities.
 3. Dress in a manner that communicates pride and respect in personal appearance.
 4. Be groomed in such a manner that does not disrupt the workplace or cause a health or safety hazard.
 5. Facilities & Transportation Employees should wear closed footwear to the worksite for safety precautions.
- D. **Uniform Allowance.** Transportation department Employees will initially receive one (1) coat/jacket upon hire. Facilities and Operations Employees will initially receive five (5) shirts upon hire. Then, two (2) new shirts will be provided to Facilities and Operations Employees annually.
- E. **Bus Driver Licensing.** Subject to available funds, the District will pay or reimburse bus drivers for necessary training and fees to obtain an initial commercial driver's license (CDL) to become fully qualified for their assigned position. The District may also operate its own program to train and license bus drivers. Bus drivers who obtain their CDL using District funds will be required to reimburse the District for associated costs and fees if the bus driver resigns their employment within two (2) years from the date of the issuance of their CDL. In accordance with Michigan's Payment of Wages and Fringe Benefits Act, those Employees will execute a signed and written consent form, authorizing necessary payroll deductions for District reimbursement in the event such resignation occurs.
- F. **Rules and Procedures.** The District shall establish necessary rules and procedures for Employees to effectively complete their respective classification's job functions and duties. Employees shall comply with such rules and procedures and abide by applicable laws and regulations applicable to their classification.

G. **Unscheduled School Closures**

1. **Facilities & Operation Twelve Month Employees.** Facilities & Operations Employees shall report to work on days school is closed or delayed 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 District within that fiscal year, and provided further that the total number of such days shall not exceed five (5) 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.
2. **Non-Twelve-Month Employees.** Non-twelve-month Employees shall be excused from reporting to work. Employees will be paid for the first forgiven six (6) days with loss of pay beyond that. The District shall have the right to reschedule such days and the Employee shall be paid for any rescheduled days. Employees who were scheduled to be on paid leave (i.e. sick or personal leave) on a day when school is closed shall not have such day charged against their leave benefits.
3. **School Delays.** When the start of school is delayed due to adverse weather conditions, Employees, other than Facilities & Operations Employees, shall report to work not later than the amount of the delay figured from the regularly scheduled time (i.e., on a 2-hour delay Employees normally reporting to work at 7:45 am would report at 9:45 am). Employees will not be compensated for the delayed time period. The District has the right to reschedule time lost due to delays if it is necessary to satisfy state requirements pertaining to hours of student instruction.

- H. **Call-In Time.** An Employee who is called to return to work at unscheduled times, or reported for scheduled times and school closes, 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.

ARTICLE 15 - HOLIDAYS AND VACATIONS

- A. Employees shall receive full pay for the following holidays only if they work the scheduled workday before and the scheduled workday after the holiday or are on an approved paid vacation day. Employees who are on leaves shall not receive holiday pay if they do not work on the scheduled workday before and the scheduled workday after the holiday.

1. The following holidays shall be observed as paid holidays for all Employees:
 - a. New Year's Day
 - b. Good Friday*
 - c. Memorial Day
 - d. Independence Day
 - e. Labor Day
 - f. Thanksgiving Day
 - g. Friday after Thanksgiving
 - h. Christmas Eve Day
 - i. Christmas Day
 - j. New Year's Eve

*Paid holiday unless school is in session

- B. **Holiday Observance.** If a holiday falls on Sunday, the Monday following will be considered the holiday, provided that school is not in session. If a holiday falls on Saturday, the Friday preceding shall be considered the holiday, provided that school is not in session.

- C. **Vacation.**

1. **Vacation Eligibility.** Full-time, twelve-month Employees, and Employees recognized as full-time Secretaries, are entitled to vacation days according to their job classification. Employees will begin to accrue vacation on July 1st of each year and such accrual will be prorated to their respective start date based on the total number of vacation days the Employee is eligible for. If Employees leave before the end of the year and have used more days than they have earned, they shall reimburse District for the days taken but not earned for which they have already been paid.
2. **Vacation Period.**
 - a. Vacation days must be requested and approved by the appropriate director and the Superintendent or designee. Vacation days can be taken at a minimum of one-hour increments. Full-time secretaries may request paid vacation days on scheduled non-working days during winter, spring and summer breaks.
 - b. 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. Vacation may not be granted if requested the week before the beginning of school and the first week of school.
 - c. **Carry-Over.** Annually, Employees may carryover up to five (5) vacation days a year to the next contract year. Employees shall not be compensated for unused vacation days with no cash out option available, except for Full-time, twelve (12) month employees, who may cash out up to five (5) days at the end of the fiscal year at the Employee's daily rate to be paid on the last pay period of the fiscal year.

3. **Vacation Days.**

a. Facilities & Operations twelve-month Employees receive vacation as follows:

- 5 days: Start-End of 1st Year of employment
- 10 days: Consecutive Years 2-4 of employment
- 15 days: Consecutive Years 5-9 of employment
- 20 days: Consecutive Years 10-19 of employment
- 25 days: Consecutive Years 20+ of employment

b. Full-Time Secretaries receive vacation as follows:

- 5 days: Start-End of 1st Year of employment
- 10 days: Consecutive Years 2-4 of employment
- 15 days: Consecutive Years 5-9 of employment
- 20 days: Consecutive Years 10-19 of employment
- 25 days: Consecutive Years 20+ of employment

ARTICLE 16 – PUNCTUALITY

To maintain a productive work environment, the District expects all Employees to be reliable, punctual, and prepared to begin work no later than their designated start time. Absenteeism and tardiness place a burden on other Employees, on day-to-day operations and ultimately on students. Employees are required to report to work on time and be prepared to start work at your regularly scheduled starting time. Employees are also required to remain at work through the end of their schedule except for regularly scheduled breaks or authorized leaves. Employees are expected to adhere to District leave of absence, vacation, and sick time procedures unless instructed otherwise by their supervisor. If an Employee find it necessary to be absent, they must notify their supervisor as soon as possible before they are expected to arrive at work, but no later than one hour before their normal scheduled starting time. An Employee who fails to timely notify their supervisor directly by phone, text, or email may result in discipline.

Employees must contact their supervisor each day that they are absent to provide notification that they will not be present for the work day or part of the work day. Excessive absenteeism, whether excused or not, is not acceptable. Each situation of excessive absenteeism or tardiness will be evaluated on a case-by-case basis. If an Employee is absent for three or more consecutive workdays without following proper notification procedures, the Employee will be deemed to have abandoned their job and voluntarily resigned.

Employee attendance is mandatory at the Welcome Back Professional Development Day and for any other designated professional development staff days.

ARTICLE 17 – SICK AND PERSONAL LEAVE

A. **General.** All full-time Employees receive sick/personal leave benefits. Sick/personal leave can be taken in one-hour increments. Sick leave shall cease to accumulate 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 District. Each Employee shall be credited with sick leave days according to classification. For new Employees, leave time will be prorated to the start date. Sick/personal leave pay for Employees shall be based upon each such Employee's regular daily rate. The District may deny leave days requested on a day preceding or following a non-workday for an Employee, excluding Saturday and Sunday and may require certification from a medical provider for sick leave requests for three (3) or more consecutive days.

B. **Leave Use.** Sick/personal leave days may be used for:

1. 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. Sick/personal leave days may be used for a disability to the extent expressly required by law.
2. Any communicable disease, as defined by MCL 333.5101(1)(b) and the Michigan Department of Health and Human Services (MDHHS), which would be hazardous to the health of students, Employees, or other person using the facilities of the Employer.
3. 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.
4. The critical or emergency illness of the spouse or child of the Employee or of a permanent resident of the Employee's household. No more than the annual amount of sick leave days earned shall be allowed for emergency use by the Employee.

C. **Unused Sick/Personal Leave.** Unused sick/personal 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 shall not complete the work year, the District shall be reimbursed for any sick/personal leave time which was used in excess of the sick leave time earned as of the termination date. Employees will not be compensated for unused sick/personal days with no cash out option available except as provided below.

1. **Leave Payout Incentive.** An Employee who has the days available in their leave bank, may turn in up to five (5) days for \$50.00 per day at the end of the fiscal year to be paid on the last pay period of the fiscal year.

D. **Sick/Personal Days.** Employees shall receive sick/personal leave as follows:

- Facilities & Operations Twelve-month Employees: Twelve (12) days* per year.
- Full-time Secretaries: Ten (10) days* per year.
- Transportation Employees: Nine (9) days* per year.

❖ For "days" as provided above, leave days will be issued as hours based on regular schedule per classification

ARTICLE 18 - LEAVES OF ABSENCE

- A. **Duration.** Unpaid leaves of absence not to exceed one (1) year or the length of their seniority whichever is less may be granted without loss of seniority with accrual of seniority during the leave, upon written request to, and approval by, the Superintendent or their designee.
- B. **Request for Leave.** When the need for leave is foreseeable, Employees are expected to provide at least thirty (30) days advance notice. When not foreseeable, Employees are required to provide notice of the need for leave as soon as practicable. Not following timely requirements may result in the delay of an approved leave of absence. Employees are required to fulfill all legal and District requirements to request and obtain an approved leave of absence.
- C. **Eligibility.** Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent Employee unless otherwise required by law or this Agreement. Approval for leave of absence is subject to the Superintendent, or if necessary, the Board.
- D. Reasons for Leaves of Absence are as follows:
 - 1. **Family and Medical Care Act Leave.** The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Family and Medical Leave Act (FMLA). All unpaid leaves required by that Act shall run concurrently with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement or under law. To the extent allowable by law, FMLA leave shall be calculated on a rolling forward basis except for military caregiving leave which shall be calculated on a rolling backward basis. Full-time Employees who have worked for at least twelve (12) months and 1,250 hours over the previous twelve (12) months may request leave up to twelve (12) weeks for any of the following reasons:
 - a. The birth of a child and to care for the newborn child within one year of birth;
 - b. The placement with the Employee of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement;
 - c. The care for the Employee's spouse, child, or parent who has a serious health condition;
 - d. A serious health condition that makes the Employee unable to perform the essential functions of their job;
 - e. Any qualifying exigency arising out of the fact that the Employee's spouse, child, or parent is a covered military member on "covered active duty;" and
 - f. Up to a total of twenty-six (26) work weeks of leave for a covered servicemember with a serious injury or illness if the eligible Employee is the servicemember's spouse, child, parent, or next of kin (military caregiver leave).

For the purpose of this section, a serious health condition is defined as an illness, injury, or physical or mental condition that involves either:

- a. Inpatient care in a hospital, hospice, or residential care facility;
 - b. An illness of more than three consecutive calendar days that requires continuing treatment by a health care provider;
 - c. Continuing in-person treatment of two (2) or more times by a health care provider within thirty (30) days of incapacity – the first of which must occur within the first seven (7) days of incapacity OR at least one (1) treatment by a health care provider which results in a regiment of continuing care within seven (7) days of the first day of incapacity;
 - d. Treatment (in-person) at least two (2) times per year by a health care provider for a chronic or long-term condition; or
 - e. Any other serious health condition as provided by the FMLA.
2. **Funeral Leave.** An Employee shall be granted unpaid funeral leave for regularly scheduled work days. Employees may use accrued paid leave concurrently with funeral leave. Funeral leave will be granted as follows:
 - a. Three (3) days for immediate family members: spouse, child, sibling, parent, respective in law or step relation.
 - b. One (1) day for extended family members: grandparent, aunt, uncle, cousin, respective in law or step relation.
3. **Jury Duty Leave.** The District will pay only the difference between the daily rate of pay to a full-time Employee and the daily amount received for jury duty. Jury duty usually will be limited to the normal jury empanelment of thirty (30) days in any one calendar year. If the District determines that the absence of an Employee will materially interfere with the work schedule, the District, to the extent permitted by law, 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 performance of their responsibilities. If an Employee is subpoenaed as an Employer witness, they shall not suffer any loss of pay for work time lost (except a matter in which the Employee is an adverse party to the District). The Employee shall immediately return to their duties whenever their attendance in court is not actually required.

Upon summons of jury duty, Employees must submit a jury duty leave request indicating the length of term to be served. Upon completion, the Employee must submit a jury duty leave request indicating "actual" time served and attach check stubs and/or other verification of earnings.
4. **Military Leave.** Employees who are members of the United States Armed Forces, Reserves or the National Guard who are called to active duty or other service for training shall be granted an unpaid leave of absence for the duration of such active duty or training period, and be entitled to such seniority, reinstatement, and other rights as provided by applicable federal and state law.

5. **Personal Leave of Absence.** The Board may grant an unpaid leave of absence to an Employee who has completed probationary status for a period not in excess of one (1) year. This leave is to be used for personal reasons.

Requests for personal leaves of absences (five or more consecutive days) must be submitted in writing to the Superintendent. This same written request should be sent to Human Resources and to the Employee's supervisor. Final determination for personal leaves of absence (a leave of five consecutive days or more) rests with the Board. When possible, requests for personal leave of absence must be submitted at least thirty (30) working days prior to the start of the requested leave period. All requests must include the date(s) in question and the specific reason for requesting the leave.

If a leave of absence is approved for personal reasons, the Employee is responsible for the full benefit premiums beginning the sixth day of the unpaid leave. Vacation, sick, personal leave, and holiday benefits will not accrue under this leave.

E. **Return from Leave of Absence.**

1. Employees on leave must return at the end of their leave, resign, or if applicable, request a special extension for a maximum of one (1) additional year. The Employer will presume that an Employee failing to comply with this provision has abandoned their employment with the Employer.
2. When an Employee's health permits their return, they shall make their request known in writing to the Superintendent and will submit a statement or certification from a physician of the Employee's fitness for work. In the event there is a question of the Employee's fitness to return to work, the Board has the right to request additional examinations, consistent with applicable law and at Board expense.
3. Upon return from a leave of twelve (12) weeks or less, Employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms, unless otherwise required by law. The Employee will not lose any employment benefit that accrued prior to the start of the leave. Reasonable efforts will be made to return Employees on leaves in excess of twelve (12) weeks to the same or a comparable position.

F. **Wages and Benefits.**

1. Leave will be unpaid except as covered by any accrued paid time off or long-term disability insurance, or as otherwise stated in this Agreement. Sick/personal leave must be used for the Employee's own serious health condition or the illness of their child, spouse or parent. At the District's or the Employee's option, accrued but unused vacation days may be used. If the Employee's health condition is due to a workers' compensation situation the Employee should contact Human Resources.
2. For leaves of up to twelve (12) weeks under this policy, District will maintain the Employee's health coverage under the group health plan. Any Employee contributions to the health plan must be maintained during the leave to maintain coverage. Employees who fail to return from a leave will be obligated to reimburse the District for the cost of District paid health coverage.

ARTICLE 19 - INSURANCE

Insurance Coverage. Employees become eligible for insurance coverages starting on the first day of full-time employment. Specific information on insurance coverage can be obtained on the District network in the Shared Staff Forms & Resources Folder.

A. **Health Insurance Coverage.**

1. **Eligibility**

- a. In accordance with the Publicly Funded Health Insurance Contribution Act, full-time Employees, as defined in Article 1.C., shall be eligible for single subscriber health coverage and the District will contribute the state statutory hard cap levels based upon the election of coverage. Employees will be responsible to pay for any amount that exceeds the District's hard cap contribution. If no hard cap exists, the contribution amounts will be increased by the percentage increase in insurance costs up to a maximum of 3% from the last year when caps existed.
- b. Employees working less than the full-time thresholds defined in Article 1.C. in a single position, will not be provided insurance benefits by the Employer, unless required by law.

District Offered Medical Plan (For Employees Electing Health Insurance)

Specific insurance product shall be set each year in accordance with District's health insurance plans in accordance with Affordable Care Act requirements.

Employees Not Electing Medical Plan Coverage

Cash Option Employees who elect to not take the health insurance will receive a cash benefit according to classification in lieu of health insurance 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.

- B. **Vision Insurance.** The District will hold the policy for health insurance for the group and vision insurance will be provided to those who enroll. Vision insurance to be provided at the District's expense.
- C. **Dental Insurance.** The District will hold the policy for health insurance for the group and dental insurance will be provided to those who enroll. Dental insurance to be provided at the District's expense.
- D. **Employee Responsibility.** It shall be the responsibility of the Employee to request and fill out the application for such insurance within the prescribed time limits or forfeit their insurance rights until the next open enrollment period. It shall also be the responsibility of all Employees to apply for new coverage or changes in coverage within the time limits prescribed by the insurance carrier.
- E. **Insurance Information.** The Board shall provide information about insurance benefits at the time of initial employment and/or upon Employee request.

- F. **Benefits During Layoff.** If an Employee is laid off, insurance benefits will continue to remain in effect to the maximum extent possible through the insurance carrier at the Employee's expense.
- G. **Insurance Carrier.** The terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other related matters.
- H. **Liability Exclusions.** The Board by payment of the premium payments required to provide the coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as above described. The failure of an insurance company to provide any of the benefits for any reason shall not result in any liability to Board or the Association, nor shall such failure be considered a breach by either of them of any obligation.

ARTICLE 20 - PAYROLL DEDUCTIONS

- A. All Employees in the bargaining unit must have on file W4 forms for withholding tax as required by the IRS and the State of Michigan in the administration building. Any Employee desiring a change in exemptions shall do so by filling out new forms. Deductions are based upon a schedule supplied by the federal government. A letter from the IRS that indicates mandatory withholding will supersede any W4 form the Employee has submitted.
- B. To the extent allowable by law, the Board shall deduct from the pay of each bargaining unit member from whom it receives written authorization to do so and make appropriate remittance as mutually agreed by the District and the Employee, or from other reasons as approved by the Board, or as required by law.

ARTICLE 21 - RESIGNATION AND RETIREMENT

A written notice of resignation or retirement shall be submitted to the Superintendent at least thirty (30) days in advance of the effective date of the resignation except in cases where extenuating circumstances, such as illness, disability, pregnancy, or serious family problems may merit the Board's waiver of such notice.

ARTICLE 22 - NO STRIKE CLAUSE

The Association recognizes that strikes by public school Employees, as defined by the Michigan Public Employment Relations Act, MCL 423.201, et seq., are contrary to law and public policy and agrees that it will in good faith cooperate with the Employer in attempting to ensure 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.

ARTICLE 23 - HEALTH AND SAFETY

The Board reserves the right to require any Employee to submit to a medical examination if, in its opinion, there is a question of the Employee's ability to perform their work or perform their duties in a safe manner. The Board may also require a medical examination and certification from a health care provider to support a request for leave because of a serious health condition. Such medical examinations and fitness for duty exams will comply with applicable state and federal law. The exams shall be paid at the Board's expense.

ARTICLE 24 – MISCELLANEOUS

- A. **Anti-Discrimination.** Neither party shall unlawfully discriminate against any Employee on the basis of the Employee's status as a protected class member, including the Employee's membership or non-membership in the Association.
- B. **Continuation of Contract.** If any provision of this Agreement or any application of the Agreement to any Employee or group of Employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. **Superseding Clause.** The terms of this Agreement supersede and cancel all prior practices, whether oral or written, and express all obligations of, and restrictions imposed upon, the District and the Association. All matters or subjects not herein covered have been satisfactorily adjusted or waived by the parties for the life of this Agreement.
- D. **Emergency Financial Manager.** An emergency financial manager appointed to the District under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate collective bargaining agreements as provided in the Local Government and School District Financial Accountability Act.
- E. **Complete Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, negotiations, and agreements, whether written or oral, related to the subject matter herein.

ARTICLE 25 – COMPENSATION

- A. **Hourly Rates.** The hourly rates of Employees covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement.
- B. **Experience Credit.** A new Employee may be granted experience credit at the discretion of the Superintendent commensurate with experience only for purposes of placement on the wage schedule for prior comparable work experience.
- C. **Advancement Date.** An Employee shall advance to the next level of the compensation schedule on July 1 of each contract year upon completion of the Employee's anniversary date. Employees hired after May 1st of any contract year will wait fourteen (14) months for their first step. No increases in benefits or compensation, including wage step and lane adjustments beyond that allowed in this Agreement, will be permitted after its expiration unless ratified by both parties in a successor collective bargaining agreement.

ARTICLE 26 - DURATION OF AGREEMENT

This Agreement shall become effective upon ratification of all parties and shall continue in full force and effect until June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 17th day of February, 2025.

THREE RIVERS COMMUNITY SCHOOLS BOARD OF EDUCATION



Board President



Board Secretary



Superintendent

THREE RIVERS EDUCATION SUPPORT PERSONNEL ASSOCIATION:



Association President

Signed by:



EDAB33A0831A483...

Association UniServ Director

**APPENDIX A
GRIEVANCE REPORT FORM**

GRIEVANCE # _____

DISTRIBUTION OF FORM

1. Superintendent
2. Supervisor
3. Association
4. Grievant

GRIEVANCE REPORT

Submit to Supervisor in Duplicate

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED

STEP I – IMMEDIATE SUPERVISOR

- A. Date Cause of Grievance Occurred: _____
- B. Location: _____
- C. Contract Provision(s) Violated: _____
- D. 1. Statement of Grievance : _____

2. Relief Sought: _____

Signature

Date

E. Disposition by Supervisor:

Signature

Date

F. Position of Grievant and/or Association: _____

Signature

Date

STEP II - SUPERINTENDENT

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Association: _____

Signature

Date

STEP III – MEDIATION

A. Date Submitted to Michigan Employment Relations Commission: _____

B. Resolution of Mediation: _____

Date of Decision:

Signature:

STEP IV – BOARD HEARING

A. Date Submitted to Board: _____

B. Disposition:

Date of Decision:

Signature:

APPENDIX B – SALARY SCHEDULES

(Further Discussion)

2024 – 2025 Basic Compensation Schedule Wage Reopener For Years 2025 – 2026 and 2026 – 2027

BUILDING SECRETARIES

2024 – 2025 Building Secretaries (Hourly)	
STEP	ALL
1	\$15.08
2	\$15.44
3	\$16.65
4	\$16.96
5	\$17.38
6	\$17.38
7	\$17.38
8	\$17.38
9	\$17.38
10	\$17.38
11	\$17.49
12	\$17.49
13	\$17.49
14	\$17.49
15	\$17.49
16	\$17.61
17	\$17.61
18	\$17.61
19	\$17.61
20	\$17.61
21	\$18.76
22	\$18.76
23	\$18.76
24	\$18.76
25	\$18.76

TRANSPORTATION(Further Discussion)

2024 – 2025 Bus Drivers (Hourly)		
STEP	Driver	Extra Trips
1	\$18.70	\$14.47
2	\$21.26	\$14.47
3	\$21.26	\$14.47
4	\$21.26	\$14.47
5	\$21.26	\$14.47
6	\$21.57	\$14.47
7	\$21.57	\$14.47
8	\$21.57	\$14.47
9	\$21.57	\$14.47
10	\$21.73	\$14.58
11	\$21.73	\$14.58
12	\$21.73	\$14.58
13	\$21.73	\$14.58
14	\$21.73	\$14.58
15	\$21.89	\$14.69
16	\$21.89	\$14.69
17	\$21.89	\$14.69
18	\$21.89	\$14.69
19	\$21.89	\$14.69
20	\$22.05	\$14.80
21	\$22.05	\$14.80
22	\$22.05	\$14.80
23	\$22.05	\$14.80
24	\$22.05	\$14.80
25	\$22.21	\$14.91

**Bus Driver Trainees will be paid \$16.00 per hour until CDL is issued.*

**Bus Aides will be paid at the hourly minimum wage rate, as required by state and federal law.*

GROUNDS AND FACILITIES (Further Discussion)

2024 – 2025 Facilities & Operations Employees (Hourly)					
STEP	Grounds	Maintenance	Maintenance Coordinator Lead	Grounds & Facilities Support Lead	Bus Mechanic
1	\$16.11	\$16.59	\$16.80	\$16.32	\$21.81
2	\$16.76	\$17.95	\$18.19	\$16.98	\$22.60
3	\$16.76	\$17.95	\$18.19	\$16.98	\$22.60
4	\$16.76	\$17.95	\$18.19	\$16.98	\$22.60
5	\$16.76	\$17.95	\$18.19	\$16.98	\$22.60
6	\$17.01	\$18.22	\$18.45	\$17.23	\$23.15
7	\$17.01	\$18.22	\$18.45	\$17.23	\$23.15
8	\$17.01	\$18.22	\$18.45	\$17.23	\$23.15
9	\$17.01	\$18.24	\$18.48	\$17.23	\$23.15
10	\$17.13	\$18.33	\$18.57	\$17.35	\$23.30
11	\$17.13	\$18.33	\$18.57	\$17.35	\$23.30
12	\$17.13	\$18.33	\$18.57	\$17.35	\$23.30
13	\$17.13	\$18.33	\$18.57	\$17.35	\$23.30
14	\$17.13	\$18.33	\$18.57	\$17.35	\$23.30
15	\$17.25	\$18.46	\$18.70	\$17.47	\$23.41
16	\$17.25	\$18.46	\$18.70	\$17.47	\$23.41
17	\$17.25	\$18.46	\$18.70	\$17.47	\$23.41
18	\$17.25	\$18.46	\$18.70	\$17.47	\$23.41
19	\$17.25	\$18.46	\$18.70	\$17.47	\$23.41
20	\$17.37	\$18.59	\$18.77	\$17.59	\$23.52
21	\$17.37	\$18.59	\$18.77	\$17.59	\$23.52
22	\$17.37	\$18.59	\$18.77	\$17.59	\$23.52
23	\$17.37	\$18.59	\$18.77	\$17.59	\$23.52
24	\$17.37	\$18.59	\$18.77	\$17.59	\$23.52
25	\$17.49	\$18.72	\$18.84	\$17.71	\$23.63