

Collective Bargaining Agreement

Between

THREE RIVERS COMMUNITY SCHOOLS BOARD OF EDUCATION

and

LOCAL 517M OF THE SERVICE EMPLOYEES INTERNATIONAL UNION

(SEIU 517M)

2024-2027

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT (the "Agreement") entered into on July 1, 2024 set forth by and between the BOARD OF EDUCATION OF THREE RIVERS COMMUNITY SCHOOLS (the "Employer") and LOCAL 517M of the SERVICE EMPLOYEES INTERNATIONAL UNION (the "Union").

ARTICLE 1- PURPOSE AND 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 labor relations for the mutual interest of the Employer, the employees and the Union.

1.2 Recognition

The Employer pursuant to the certification of the Michigan Employment Relations Commission, dated June 16, 1980, recognizes the Union as the exclusive representative of all employees in the bargaining unit, as to wages, hours, and other terms and conditions of employment. The bargaining unit includes all Paraprofessionals defined as instructional, health care, one to one, library aides, GSRP associate teachers, Title I, Kindergarten, Young 5s, within the unit, excluding all other employees, substitutes, and third-party contractors.

1.3 Limitations

The purpose for which recognition is granted and the definition of the bargaining unit shall conform to the certification of the Michigan Employment Relations Commission and the provisions of applicable law.

ARTICLE 2 - UNION RIGHTS AND RESPONSIBILITIES

2.1 Union Rights

To facilitate the administration of this Agreement, the Union shall have, in addition to other rights expressed in this contract or provided by statute, the following rights:

2.11 Meetings

The use of school facilities when a custodian is on duty, to conduct meetings for the Local Unit, provided that there will be no cost to the Employer or the Union and will not interfere with the primary educational use of the facilities. The Union agrees to abide by the rules and regulations established by the Employer for use of school facilities. The Union must obtain advanced notice from the building principal, or designee before using school facilities for meetings. Union meetings may not occur during regular school hours and such use may be subject to change based on the operational and educational needs of the Employer.

2.12 Bulletin Boards/Employee Communications

The Union shall have the right to communicate with bargaining unit members through the use of email and/or designated bulletin boards or sections thereof, for the purpose of posting Union materials, as long as the communications comply with the District's acceptable use policy. All materials shall bear the name of the Union and the name of the person authorizing the posting thereof. No Union 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 Union 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.

2.2 Union Affiliation

2.21 Notification

Upon hiring a new bargaining unit employee, the Employer shall notify the Union President within thirty (30) days of the new employee's name, first day of work, assignment, and building placement. For any employee transfers within the unit, or a change in position status (long term sub, resignation, Leave of Absence), the Union President will receive notification.

2.22 Union Membership

Each employee shall have the right to freely join or refrain from joining the Union and shall not be discriminated against by reason of joining or refusing to join the Union.

2.23 Representation

The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Union. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Union.

2.3 Union Responsibility

The Union shall have, in addition to their responsibilities expressed in this contract or provided by law, the following responsibilities.

2.31 Union Representatives

The Union shall promptly notify The Employer in writing the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

2.32 Union Cooperation and Strike Prohibition.

The Union 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 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 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.

2.33 Union Activities

Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Union activities whatsoever, provided, however, that this provision shall not prevent the authorized representative(s) of the Union from having such reasonable contact with members of the Union as shall be necessary to ascertain that the terms of this Agreement are being observed.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.1 Personnel File

The Employer shall establish and maintain an official personnel file for each employee. An employee shall have the right, upon prior request, to review the contents of his or her personnel file. A representative of the Union may accompany the employee at the request of the employee. The file shall be reviewed in the presence of the staff member responsible for the safekeeping of the file. Privileged information, such as confidential credentials and related personal references normally sought at the time of employment, shall be specifically exempt from review. The staff member shall, in the presence of the

employee, remove these credentials and confidential reports from the file, before review by the employee.

An employee shall be given a copy of any material placed in the employee's personnel file, which adversely reflects on the character of the employee's service.

3.2 Employee Conduct and Discipline

The parties acknowledge and recognize that proper employee standards of conduct include the following:

3.21 Employee Conduct

- A. Performance of all duties with reasonable diligence and in a professional manner.
- B. Prompt notification to the Employer of any physical or mental condition of the employee which may temporarily or permanently impair the ability of the employee to adequately discharge their responsibilities.
- C. Compliance with all applicable laws, regulations, policies, and directives which are not contrary to law or to the express terms of this Agreement.
- D. 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.
- E. Avoidance of any activity which is contrary to the best interest 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.

3.22 Disciplinary Action

Upon completion of the probationary period as defined in Article 6.1, any employee who fails to maintain proper standards of conduct or to discharge their responsibilities shall be subject to such disciplinary action as the Employer shall determine, including, but not confined to:

- 1. A verbal reprimand (which shall be in writing for documentation);
- 2. Written reprimand;
- 3. Suspension without pay (3 days);
- 4. Suspension without pay (5 days);
- 5. Termination.

Discipline shall be progressively applied, however, the progressive steps listed above may be accelerated depending on the severity of the action at the discretion of Employer. No disciplinary action shall be taken except for just cause, and all disciplinary action shall be subject to review under the Grievance Procedure.

3.23 Just Cause

The Union agrees that the Employer has just cause to discipline up to and including discharge any employee for conduct that includes, but is not limited to, any the below:

- A. Is convicted of a felony, a "listed offense" under MCL 28.722, or a misdemeanor conviction listed under MCL 380.1230.
- B. Is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction, or damage to property of the Employer.

- C. Violates Board policy or the Michigan Code of Educational Ethics.
- D. Is absent for three (3) consecutive days without notifying the Employer. Exceptions may be made in case of extenuating circumstances.
- E. Does not return from sick leave and leave of absence. Exceptions may be made in case of extenuating circumstances.
- F. Is under the influence of intoxicants or drugs while on the job or on Board property.
- G. Consumes or sells intoxicants or drugs on Board property.
- H. Steals Board property.
- I. Duplicates School District issued keys without authorization.
- J. Intentionally falsifies records.
- K. Has or accepts another position or responsibility which conflicts with scheduled work time.

3.3 Employee Evaluation

Each bargaining unit employee shall be evaluated at least on an annual basis. An employee who receives an evaluation rating of less than effective shall receive an individualized improvement plan.

ARTICLE 4 - EMPLOYER RIGHTS & RESPONSIBILITIES

4.1

Except as otherwise expressly provided in this Agreement, the Employer retains and reserves for itself, without limitations, all powers, rights, authority, duties, and responsibilities granted or vested in it by the laws and Constitution of the State of Michigan and of the United States, and all rights and powers to manage and conduct the activities of the Employer and to utilize and direct its employees. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the Michigan Revised School Code, the Michigan Public Employment Relations Act or any other laws or regulations. The Employer reserves and retains full rights, authority, and discretion to control, supervise, and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:

- A. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in connection with school operations and activities.
- B. Hire all employees and, subject to the provisions of law, determine their qualifications and conditions for their continued employment, or their discharge or demotion for just cause (unless in a probationary period, which is an at-will standard), and to promote, transfer, and place all such employees, including the right to determine the size of the workforce and to lay off employees in accordance with this Agreement and applicable law.
- C. Continue its rights, policies, and practices of assignment and direction of its personnel, including the right to assign the job duties and functions of employees, determine the number of personnel and scheduling of all the forgoing, and the right to establish, modify, or change any work, or business or school hours or days.

- D. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- E. To determine reasonable provisions for health, safety, and first aid of employees during hours of employment.
- F. Contract or subcontract with a third party to perform non instructional services and other work that is not exclusively performed by the Union and that would not directly cause a reduction of an employee's regularly scheduled work hours.
- G. To contract for and enter into intergovernmental agreements and cooperative education agreements for educational and other services.

4.2 Yearly Building Orientation

Within a reasonable time after the opening of a work year, each building principal shall have the right to schedule a meeting with employees designated as paraprofessionals, for the purpose of discussing and clarifying work assignments, procedures, rules and regulations, and other matters which may contribute to effective operations. Building Principals will also share with teachers the purpose and limitations of the paraprofessionals in their buildings.

4.3 Annual and New Hire Orientation

The Employer will annually provide all paraprofessionals with best practice training to support students both academically and emotionally. Upon hire, each employee will take the same training within two weeks of their first date of employment. After new hires complete training, their supervisor will meet with them to discuss the training, answer questions, and discuss how to implement the training.

ARTICLE 5 - COMPENSATION AND BENEFITS

5.1 Basic Compensation

The basic compensation of each employee shall be as set forth on Schedule "A".

5.2 Overtime Compensation

An employee shall be entitled to overtime compensation at the rate of one and one-half (1 1/2) times her/his regular rate of pay for hours worked in excess of forty (40) hours in a week. Overtime shall not be paid on overtime unless expressly required by applicable laws or regulations. Overtime work shall be as scheduled by the Employer, and, except in the case of an emergency, must be authorized by the Employer in advance.

5.3 Fringe Benefits

The Employer shall provide fringe benefits as set forth on Schedule "B".

5.4 Deductions

The Employer shall have the right to deduct from the pay of each employee such amounts as may be due to the Employer from the employee pursuant to this Agreement, or as may be required by law, together with such additional sums as may be mutually agreed upon by the Employer and the employee. The Employer is required to notify an employee of any deductions or additions to payroll due to errors or omissions.

5.5 Wage/Step Compensation Advancement

An employee shall advance to the next level of the compensation schedule on July 1st of the current contract year upon completion of the employee's anniversary date, provided that the employee shall have rendered services prior to March 1 of the work year. For the purpose of this provision, an employee on paid sick leave shall be deemed to have rendered services for the period of such leave.

5.6 Mileage/Personal Car Use

An employee required by the Employer to use their personal car for District purposes shall be reimbursed at the District rate set by the Board of Education. Mileage forms are to be turned in to the building principal, or their designee after completion of travel.

5.7 Adverse Weather

If the school is closed on scheduled instructional days because of adverse weather or other emergencies, and no paraprofessional services are required, paraprofessionals 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 school aid. If student instructional days are rescheduled and paraprofessional services are needed, paraprofessionals will receive their regular rate of pay.

5.8 Extra Work

Assignment of extra work/hours will be assigned by seniority (per building) on a rotating basis from a list of volunteers. before being assigned to non-bargaining unit members. The list will be posted for five (5) days twice a year, the first five (5) days of school and the first week back from Winter Break. Any employee not signing the list will be relinquishing their rights to be asked to do such work.

5.9 Substituting And Room Coverage

Each year, the Employer will publish a list of Paraprofessionals who are qualified and certified under applicable law and regulations to substitute for classroom teachers. This list shall include verification to show paraprofessional daily rate to sub rate. These paraprofessionals will then be permitted by the Employer to sub and will receive a "subbing" pay line on the time clock login. The hourly rate for subbing will be \$18.57 across the board. When a paraprofessional is authorized by law to substitute for a teacher, the paraprofessional will be paid at the substitute rate or their regular hourly wage, whichever is higher.

Paraprofessionals who do not meet the qualifications set forth by the State of Michigan to act as a substitute teacher may not provide classroom instruction but may provide non-instructional classroom coverage for up to forty-five (45) minutes. During such coverage, these paraprofessionals will receive their regular hourly rate. Assignments for substituting and classroom coverage will be distributed on a rotating basis.

5.10 Travel Time

Paraprofessionals who do not receive at least a one-half hour lunch break shall be paid travel time between buildings.

5.11 Direct Deposit

Paraprofessionals shall be required to utilize direct deposit for payroll. It shall be the responsibility of each employee to complete the application forms available at the District's business office. Individuals with extenuating circumstances may submit a written request to the Superintendent to receive their paycheck in another manner. The request must include justification and/or reasons for the request. The Superintendent's decision is final and not subject to the Grievance Procedure.

ARTICLE 6 - SENIORITY

6.1 Probationary Period

A new employee shall be on probation for thirty (30) workdays. The probationary period starts the first day the employee is scheduled for work and receives pay for the time worked. All employee benefits including health insurance, leave time, snow days, and holidays start on the first scheduled workday. Probationary employees have no recourse to the terms of the Agreement through the Grievance Procedure. During such probationary period the employee may be disciplined, suspended, or discharged "at- will" by the Employer for any lawful reasons satisfactory to the Employer.

6.2 Seniority Defined

A new employee shall be on probation for thirty (30) workdays. The probationary period starts the first day the employee is scheduled for work and receives pay for the time worked. All employee benefits including health insurance, leave time, snow days, and holidays start on the first scheduled workday. Probationary employees have no recourse to the terms of the Agreement through the Grievance Procedure. During such probationary period the employee may be disciplined, suspended, or discharged "at- will" by the Employer for any lawful reasons satisfactory to the Employer.

6.3 Seniority Lists

The Employer shall prepare and maintain seniority lists: copies of which shall be furnished to the Union within thirty (30) days after the execution of the Agreement, and at least annually, thereafter, the Union shall notify the Employer within thirty (30) days after receipt thereof of any error. If the Union fails to notify the Employer of errors within this timeline, the list shall become final. The names of all employees in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates starting with the employee with the greatest amount of seniority at the top of the list.

6.4 Loss of Seniority

Seniority shall be lost, and the employment Relationship terminated, if the employee:

1. Voluntarily quits.
2. Retires.
3. Is totally and permanently disabled.
4. Is discharged and is not reinstated.
5. Is absent for three (3) consecutive workdays without notifying the employer except for good cause shown.
6. Fails to return from a leave of absence on the agreed upon date without good cause shown.
7. Is laid off for twenty-four (24) months and not recalled.

ARTICLE 7 - DUTIES AND WORK PROCEDURES

7.1 General Duties

The general duties of each employee shall include those activities, duties, and responsibilities within the employee's work classification, which may be assigned and modified by the Employer.

7.2 Work Schedule

A paraprofessional who works at least thirty-two (32) hours per week is considered a full- time employee. The beginning and end of the work week and work day shall be as scheduled from time to time by the Employer, provided that an employee shall receive reasonable notice of any change in the work schedule. The normal work week will be Monday through Friday but may be less due to the school calendar.

7.21

Employees working more than six (6) hours per day are entitled to two (2) ten (10) minute rest breaks. Employees working less than six (6) hours, but greater than three (3) hours, shall be entitled to one (1) ten (10) minute rest break. The supervisor will schedule such rest periods.

7.22

Employees working at least four (4) hours per day shall be entitled to a thirty (30) minute unpaid lunch break. It is understood, situations may arise in which employees will not receive the entire thirty (30) minutes, but should the occasion arise when the employee may be assigned work during their unpaid lunch, s/he shall be compensated for any time worked during the lunch break.

7.3 Scheduled Work Days/Hours

- A. Full-time paraprofessionals work seven (7) hours per day.
- B. GSRP Associate Teachers will work in accordance with their program requirements and the GSRP program calendar.
- C. Media Center paraprofessionals may work full days on student half days with prior approval from the supervisor.
- D. Medical Services paraprofessionals report to work only on days which students attend school (except for Opening Day, below). When the medical services para- professional's assigned student is absent, the building administrator has the option to allow the medical services paraprofessional to work that day in a different assignment (including in a different building).
- E. All paraprofessionals shall attend professional learning communities and professional development days. They will be paid at their hourly rate and if required, for time worked beyond their contractual day.
- F. Any paraprofessional who works the entire day during professional development and professional learning communities will be paid for seven (7) hours. The seven(7) hours will include a one (1) hour paid lunch.
- G. All paraprofessionals are required to complete mandatory training, which includes but is not limited to, online Safety Modules. The Employer will allow employees the full amount of time required to complete the modules during work hours or compensate when modules are completed. The Employer will pay employees for time worked, including outside of regularly scheduled hours. Time outside of regularly scheduled hours must have supervisor approval prior to being worked. GSRP Associate Teacher will follow GSRP program requirements.

7.4 Notice of Vacancies, Transfers and Summer School

The Superintendent or designee will determine when a vacancy exists. A “vacancy” shall be defined as an open position or a newly created position which the Employer intends to fill. Notice of all newly created jobs and job vacancies within the bargaining unit, including summer school, shall be posted by email to all paraprofessionals in each building for four (4) workdays. When school is not in session, notice of an opening shall be sent via email to all employees.

- A. Job postings will contain information determined by the Employer and may also contain the following information:
 - Position
 - Wage
 - Responsibilities
 - Qualifications
 - Hours and place of assignment
 - Posting deadline
 - Permanency of position

- B. Internal/External Postings: Newly created jobs or job vacancies shall be posted internally with qualified, most senior employees being placed in positions first. Job vacancies can be posted simultaneously, internally and externally. External applicants can be considered only after internal bargaining unit employees show no interest in the vacancy and the internal posting(s) deadline expires.

7.41 Bidding

Any bargaining unit employee may apply in writing for any such position within the posting period except then an employee shall not be eligible to receive more than two (2) openings within any one school year.

7.42 Displacement

A bargaining unit employee who has been displaced will be able to receive no more than two (2) openings within any one (1) school year. The displacement is one (1) of the two (2) openings.

7.43 Selection

Any posted position shall be filled by the most senior employee who has applied for the position and who possesses the qualifications for such position, as determined by the Employer. To be eligible, an employee must have performed satisfactorily in their present position and must be qualified to perform the duties of the new position. If the job vacancy is not filled through the internal bidding process, the Employer shall have the right to employ a new hire.

7.44 Trial Period

The successful applicant shall be granted a trial period of up to twenty (20) workdays, provided that the employer may terminate the trial period early after consultation with the Union and employee if the employee demonstrates a clear lack of ability to learn the job or lacked the ability to perform the necessary job requirements and expectations and has been provided adequate training. If the Employer determines that the employee is not performing satisfactorily in the position during the trial period, s/he shall be returned to their former position without loss of seniority; provided, however, that in such circumstances the second most senior employee who originally applied for the position and who otherwise meets the requirements set for in Section 7.43 shall be offered the position. If such an employee refuses the position, the Employer shall not be required to re-post the opening.

7.45 Transfers

- A. Work Assignment. The Employer shall have the right to transfer employees in accordance with the following procedures. Although the right of determination to assign or transfer rests with the Board, no assignment or transfer will be made without prior discussion with employee(s). All employees within the unit (or building) will be notified of the need for transfer and be offered the opportunity. Employees who have indicated an interest in change of assignment will be considered first, based on highest seniority, and all transfers will be voluntary when possible. When transfers are required or of an involuntary nature, the least senior person qualified for the job shall be selected. Reasonable consideration will be made to avoid an involuntary transfer when it is practical to do so.
- B. Other Transfers. For a period not to exceed forty-five (45) workdays, if in the opinion of the Employer there shall be no qualified applicants, or;
- C. For a period of up to one (1) year based on program needs, provided that if a temporary transfer involves a split assignment, the Employer will make every effort to allocate the time for each portion of the assignment as equally as possible. An employee temporarily assigned pursuant to this provision may be retained in such position if program needs require. For purposes of this provision, the performance of duties by an employee within the same classification or position at more than (1) location within the District shall not constitute a new classification or position.

7.46 Procedure for the Assignment of Summer School Work

- A. Summer school positions will be filled using the current seniority roster, beginning where the roster left off from the previous year and filled by the most senior employee who has applied for the position and who possesses the qualifications outlined in the posting. Media center paraprofessionals will be assigned to work in the media center on a rotating schedule. This schedule will be determined by the administration in consultation with the paraprofessional seniority list. Once the position is filled, paraprofessionals in the media center can take open summer school positions based on unit seniority.
- B. To decline an assignment still results in the employee being charged with a turn.
- C. Training. Should the District be aware of training that is required for an instructional paraprofessional to be considered for a summer school assignment, in advance of said training, all paraprofessionals will be given equal opportunity for training. Should the District become aware of the requirement after the training has been completed the stipulation to offer training to all paraprofessionals shall be waived.

ARTICLE 8 - LAYOFF AND RECALL

8.1 Determination and Effect

If the Employer determines that the number of employees is in excess of its current requirements, student enrollment decline, financial and budgetary limitations, or for other lawful reasons, it shall have the right to reduce the number of employees. Compensation and fringe benefits shall be suspended during any layoff period.

8.2 Layoff Procedures

In case of a layoff, employees shall be laid off in the order of classification seniority starting with the least senior employee in the classification, provided that:

- A. The remaining employees are qualified to meet the requirements of the Employer.
- B. A part-time employee may be laid off before a full-time employee with less seniority; and
- C. The Employer may offer an employee part-time employment in lieu of layoff; and provided further that the Employer shall give at least fifteen (15) calendar days written notice of layoff to the employee(s) affected.
- D. In case of a layoff or displacement the employee may choose, based on qualifications, to bump the least senior person with comparable hours. The employee will have (3) days from the date of notice of a layoff to inform the Superintendent, in writing, if they choose to utilize this procedure.

8.3 Recall Procedure

Employees shall be recalled in the reverse order in which they are laid off; provided, however, that the Employer shall not be required to recall an employee in such order if the Employer determines that such employee does not possess the qualifications necessary to perform the duties of the job to which the employee will be assigned.

If there is more than one position that needs to be filled, the laid off employee shall have the opportunity to pick which position they are recalled to, as long as they are qualified for such position.

If any employee fails to report for work at the time specified at the time of recall, unless an extension is granted in writing by the Employer or the notice to report to work was given to the employee less than seventy-two (72) hours in advance, the employee shall be considered a voluntary quit and shall thereby

automatically terminate their employment relationship with the Employer. The obligation of the Employer to recall a laid-off employee shall terminate twenty-four (24) months following layoff.

8.4 Seniority

A laid-off employee shall neither accrue nor lose Seniority during any period of layoff.

8.5 Change of Address

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

ARTICLE 9 - AUTHORIZED ABSENCE

Since the absence of an employee generally has an adverse effect on the quality of the Employer's educational program, imposes increased responsibilities on other employees, and increases costs, it is the responsibility of each employee to avoid unnecessary tardiness or absences. The provisions of this contract Agreement are not intended to reduce the responsibilities of an employee or 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.

9.1 Sick Leave Days

Each employee must work half the scheduled student contract days for the calendar month to be credited with one (1) leave day for each month of employment not to exceed ten (10) days in any school year. Each leave day earned will be allocated to the employee by the tenth (10th) of the following month. Leave days shall be administered in accordance with the following guidelines, namely:

9.11 Use

Sick Leave days 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. Leave days may be used for a disability resulting from pregnancy to the extent expressly required by law.
- B. 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 persons using the facilities of the Employer.
- 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 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. The amount of leave days earned is defined in Article 9.1 above.

9.12 Used Days

Leave days shall be allocated to time increments and charged against workdays only, and shall cease to accumulate and may be used, as allowed by law, by an employee during such period as the employee is on an authorized or unauthorized leave of absence, or is not otherwise regularly providing service to the Employer.

9.13 Unused Days

Unused leave days may accumulate up to one hundred (100) days (any employee with more than 100 days at the ratification of this Agreement shall retain those days). If employment resigns from employment, any accumulated leave days shall be compensated as provided in Schedule "B". If any employee does not complete the work year, the Employer shall be reimbursed for any leave days which were used in excess of leave days earned as of the resignation date. The amount of unused leave days shall be certified to the employee every twelve (12) month periods.

A paraprofessional who, upon successfully completing the school year, has at least five (5) days of current year allocated leave days remaining, may turn in up to five (5) days for \$50.00 per day not to exceed \$250.00 in total. Exceptions are jury duty, funeral leave, and school-related activities.

9.14 Verification

Medical verification of illness may be required where a pattern of absences can be demonstrated, or an employee is off on paid sick leave for three (3) or more consecutive days.

9.2 Funeral Leave

An employee shall be granted three (3) days of funeral leave without the loss of pay for regular scheduled work for the death of an immediate family member and one (1) day for the loss of an extended family member. Immediate family includes an employee's spouse, parent, child, sibling, respective in-law or step relation. Extended family includes grandparent, aunt, uncle, and cousin. An employee requesting funeral leave shall notify his or her supervisor in writing as soon as practicably possible. Additional funeral leave may be approved by the employee's supervisor, not to exceed the annual amount of leave days earned by the employee.

9.3 Personal Leave

9.31 Use

Personal leave shall be used only for business or personal obligations which cannot reasonably be scheduled at a time, which does not conflict with the performance of the employee's duties. It shall not be used for other employment, the seeking of other employment, or for social, recreational vacation or other similar purposes. No more than the annual amount of sick leave days earned shall be allowed for use for personal business by the employee. Employees cannot use two days in a row unless approved by the Superintendent. The amount of leave days earned is defined in Article 9.1.

9.32 Procedure

Each request for personal leave is subject to approval by employee's supervisors and shall be submitted electronically (writing) and shall include:

- A. The general reason for the leave; and
- B. A certification by the employee that the obligation cannot reasonably be scheduled outside the regular workday or on a non-workday.

9.33 Limitations

The Employer shall not be required to grant a leave to any otherwise eligible employee if:

- A. The employee has given less than five (5) workdays' prior notice, except that a shorter notice may be permitted if the emergency could not have reasonably been foreseen and the longer notice given.

- B. A personal leave day may not be used prior to or directly following a vacation, such as Thanksgiving, Christmas, etc., except with the prior written approval of the Superintendent or designee.

9.4 Jury Leave

An employee shall be entitled to leave with pay, less any jury service fees paid for jury service. The employee shall return to their duties whenever attendance in court is not actually required. Jury leave is not taken from sick leave.

9.5 Disability Leave

An employee who is or will be physically or mentally disabled for more than ten (10) workdays shall be granted a leave of absence in accordance with the following guidelines:

9.51 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 in accordance with Section 9.91.
- B. Furnish the Employer a statement from the attending physician specifying, in the physician's opinion:
 - Any limitations on the performance of duties
 - The probable date when the employee will be significantly impaired in the performance of the employee's duties; and
 - The probable length of time, if any, during which the employee will be disabled from performing the employee's work assignment.
- C. Furnish other information to the Employer as may be necessary, including the attending physician's release, to assure the safety and welfare of the employee, students, and the other employees.

9.52 Unforeseeable Disability

If an employee is disabled by unforeseen circumstances, and the employee desires to be granted a disability leave, the employee shall, as soon as practicable, furnish the Employer the information herein requested for a foreseeable disability.

9.53 Duration of Leave

An employee shall be granted a leave of absence of 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.

9.54 Compensation Benefits

An employee who has completed the probationary period and has been granted a disability leave shall receive payment from accumulated sick leave benefits to the extent eligible.

9.6 Unpaid Leave

The Employer may grant a leave of absence without pay upon the request of an employee for reasons of general health, family emergencies, or for other reasons not otherwise herein provided. In determining whether to grant any such leave, the Employer shall consider:

- A. The past performance of the employee.
- B. The staffing needs 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 or purposes of the leave.

9.7 Family and Medical Leave Act (FMLA)

Employees eligible for leave under the Family and Medical Leave Act, 29 U.S.C. § 2601, et seq., are entitled to either:

- A. Twelve (12) work weeks of leave in a 12-month period (calculated on a rolling backward basis) for:
 - 1. The birth of a child and to care for the newborn child within one year of birth;
 - 2. 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;
 - 3. The care for the employee's spouse, child, or parent who has a serious health condition;
 - 4. A serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - 5. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty".
- B. Twenty-six (26) work weeks of leave (calculated on a rolling backward basis) during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

FMLA leave runs concurrently with other leaves, including worker's compensation leave.

FMLA leave for serious health conditions, military caregiving, and emergencies may be taken intermittently. Employees using FMLA for a serious health condition may be required to present a fitness for duty certification upon return to the superintendent or designee.

The employee shall be responsible for their own employee allocated health care insurance costs while on FMLA leave.

9.8 Military Leave

9.81 Regular Duty

An employee who is drafted or volunteers for the Armed Forces of the United States of America shall be granted a leave of absence without pay and shall be entitled to such seniority, reinstatement, and other rights as provided by applicable federal and state law.

9.82 Temporary Duty

An employee who is called to temporary active duty or other training as a member of the National Guard or other Reserve component shall be granted a leave of absence without pay for the duration of such temporary active duty or training period, and be entitled to such seniority, reinstatement, and other rights as provided by applicable federal and state law

9.8 Leave Administration

9.91 Notice

An employee shall give the Employer notice of their request to be granted a leave as soon as reasonably possible so that the Employer will have the maximum time to provide for the employee's absence. A leave for elective health care, leave, a foreseeable disability, or a general leave shall be requested at least twenty (20) workdays prior to the requested leave date, except that a shorter notice may be permitted because of unforeseeable circumstances.

9.92 Leave Agreements

A leave for elective health care, a foreseeable or unforeseeable disability, a general leave or any such leave for more than ten (10) workdays shall be agreed to in writing by the Employer and the employee, or the employee's personal representative in the case of mental incapacity or physical inability or absence. Each leave agreement shall include a requirement that the employee notify the Employer in writing prior to a specific time that the employee intends to return. If the employee fails to give such notice, the employee shall be considered a voluntary quit.

9.93 Verification

The employee shall have the responsibility of verifying their eligibility for leave and any benefits due. If the Employer determines that an employee knowingly withheld or misrepresented material information concerning the purpose of or the employee's eligibility for the 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.

9.94 Reinstatement Rights

On the termination of a leave, the employee shall be returned to the job which they held prior to such leave, or if the job has been eliminated, to a similar job, provided that the employee is still qualified, subject to the rights of other employees pursuant to this Agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 Objectives

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

10.2 Grievance Levels

10.21 Informal Conference

Prior to filing a written Grievance, the Grievant shall meet with their immediate supervisor for the purpose of attempting to adjust such alleged Grievance 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 Grievant reasonably should have known of the event. If the Grievant does not submit the request for a meeting with the five (5) day timeline, Grievant is barred from processing this Grievance.

10.22 Written Grievance

If the Grievance is not satisfactorily resolved at the informal conference, the Grievant shall have five (5) days within which to file a written Grievance with their supervisor, which Grievance shall include:

- A. An identification of the Grievant(s).
- B. The facts upon which the Grievance is based.
- C. The applicable portion(s) of the Agreement allegedly violated.
- D. The specific relief requested.
- E. The date of the Grievance.
- F. The signature of the Grievant.
- G. Remedy or relief sought.

A reply by the Employer shall be filed within five ten (105) days from the receipt of the written Grievance.

10.23 Formal Conference

If the reply is not satisfactory and a request is submitted to the Superintendent or designee within five (5) days of 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 Grievance and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the Grievance shall be in writing; provided, however, that if the Grievance is not settled by agreement, the Employer shall file a reply within ten (10) days after the completion of the formal conference.

10.24 Mediation Hearing

If the Grievance is not satisfactorily resolved at the formal conference, the Grievance shall be submitted to a mediator appointed by the Michigan Employment Relations Commission. If such request is made within ten (10) days from the receipt of the formal conference reply. If the parties are unable to reach an amicable settlement of the claim by mediation after a reasonable time, the mediator shall have the right to submit their recommendation in writing.

10.25 Arbitration

If the grievance is not satisfactorily resolved at the formal conference, the grievance may be submitted by the Union to the American Arbitration Association if such request is made within ten (10) days from receipt of the formal conference 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 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.
4. The arbitrator's decision shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
5. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.
6. 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.
7. The rules may be amended, in writing, by the mutual agreement of the parties.

10.3 General Procedures

10.31 Definition

As used in this article, the word:

- A. "Grievance" means a written claim by an employee alleging a violation of the terms of this Agreement as to him or her, or a written claim by the Union that there has been a violation of the terms of this Agreement.
- B. "Grievant" means the Union or employee filing 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.
- C. "Party" means the Employer or the Union, or an authorized representative of either the Employer or the Union.
- D. "Event" means the act or omission which the Grievant alleges violates one (1) or more provisions of this Agreement.
- E. "Day" means a calendar day except Saturday, Sunday, or a scheduled District-observed Holiday.

10.32 Form of Action

All grievances, replies, and requests shall be in writing and shall be filed with each party.

10.33 Exclusions

The Grievance Procedure shall not apply to:

- A. Grievance by any employee who desires to assert their legal right to present such Grievance directly to the Employer and have it adjusted without intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement.

- B. Any Grievance concerning which proceedings are pending before any administrative tribunal, agency, or court, it being the intention of the parties that a Grievant shall have one (1) remedy only.
- C. The discipline, discharge, or suspension of a probationary employee.
- D. Any provision of this Agreement which contains an express exclusion from this procedure.

10.34 Withdrawals and Denials

Any Grievance or request for advancement to the next Grievance 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 Grievance level unless withdrawn. The time limits set forth herein may be extended by mutual agreement of the parties.

10.35 Place of Proceedings

All proceedings shall be held on the Employer's premises, except as the parties shall otherwise mutually agree.

10.36 Costs

Any fees paid for the services of an arbitrator shall be shared equally by the parties, except as the arbitrator shall otherwise decide. Each party shall be responsible for its own costs.

10.37 Contract Termination

The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.

ARTICLE 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. Union:
Business Agent Local 517M S.E.I.U.
13207 Oakcrest Avenue
Gowen, MI 49326
- C. Employee:
As set forth in the records of the Employer.
Or to such other address as a party or an employee shall furnish in writing.

11.3 Successor Agreement

The negotiation of a new Agreement shall begin upon a written request of either party made not earlier than a sixty (60) days prior to the expiration of the Agreement, unless agreed by both parties.

11.4 Scope, Waiver, and Alteration of Agreement

It is expressly agreed that neither the bargaining unit nor any provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both the contracting parties, provided that nothing herein shall prohibit the Employer from adopting policies, initiating programs, or entering into other agreements which are not contrary to the express terms of this Agreement, and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement

11.5 Interpretation

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties will meet to renegotiate such invalidated provision.

For the purpose of this Agreement:

- A. Captions. Captions are included only for convenience of reference and shall not modify in any way any of the provisions contained herein.
- B. Right to Modify. The rights of either party or of an employee to any benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this agreement in a subsequent agreement, and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.
- C. Schedule Modification. The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state, or federal laws or regulations, the availability of utilities, or for other circumstances or needs determined by the Employer.
- D. Subordination. Any individual contract or letter of agreement between the Employer and an employee of this bargaining unit for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.
- E. Prior Practice. This agreement shall supersede any existing rules, regulations, or practices of the Employer, or any existing practices of the Union which shall be contrary to or inconsistent with its terms.

11.6 Emergency Manager

If an emergency financial manager is appointed under PA 436 of 2012, the Local Financial Stability and Choice Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement as provided in that Act.

11.7 Definitions

- A. Employee means a person employed in a bargaining unit position.
- B. Local Unit refers to the collective membership of the bargaining unit, which unit has been designated Local Unit 517M.

C. Part-time Employee means an employee regularly employed for less than a full workweek or full workday, or an employee employed for less than twelve(12) months. The fringe and leave benefits of a part-time employee shall be proportionately reduced.

D. Party means the Employer or the Union.

11.8 Effective Date and Termination

This Agreement shall commence upon ratification by both parties and shall remain in full force and effect until midnight June 30, 2027, with a 2025-2026 and 2026-2027 re-opener for wages and dues deductions, except as a provision shall be its express terms extended for a longer period.

11.81 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.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of dates noted below.

EMPLOYER:

THREE RIVERS COMMUNITY SCHOOLS
ST. JOSEPH AND CASS COUNTIES, MICHIGAN

By:

Board President

By:

Board Secretary

UNION:

LOCAL 517M, SERVICE EMPLOYEES
INTERNATIONAL UNION

By:

Its President

By:

Its Labor Relations Specialist

SCHEDULE "A"

Section 1: Paraprofessional Compensation Schedule

YEARS OF SERVICE	2024-25	2025-26 WAGE REOPENER	2026-27 WAGE REOPENER
1	\$13.28		
2-5	\$13.62		
6-9	\$14.18		
10	\$15.00		
15	\$15.31		
20	\$15.70		
25	\$16.56		

Section 2: GSRP Associate Teachers

Paraprofessionals who are hired as GSRP Associate Teachers and have completed or hold the additional educational requirements will be compensated at fifty cents (\$0.50) more per hour.

Section 3: Summer School

Paraprofessionals who work the summer school program will be paid the same hourly rate as their traditional school year position.

SCHEDULE B"- FRINGE BENEFITS

Section 1: Separation Benefits

All employees who have completed ten (10) consecutive years of service shall upon voluntary termination be paid at the rate of twenty-five (\$25) per day for their accrued and unused sick leave. The maximum allowable benefit shall not exceed \$2,000, except for employees with twenty (20) years or more, the maximum shall not exceed \$2,400.

Section 2: Holidays

The following holidays shall be observed, namely:

- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King, Jr. Day (one half or full day when school is not in session)
- Good Friday (one half or full day when school is not in session)
- 1st day of Spring Break (The Monday/First official day of spring break)
- Memorial Day

A holiday shall not be observed if it is a school day. An employee shall receive their regular compensation for the above holidays if the employee was not absent the last scheduled workday preceding the holiday and the first scheduled workday following the holiday. An employee who has an unforeseen circumstance (i.e., death in the immediate family or accident that prevents the employee from reporting to work) on the last scheduled workday preceding the holiday or the first scheduled workday following the holiday the employee shall receive holiday pay if approved by the Superintendent. For purposes of this provision, the term "immediate family" is limited to the following: spouse, parent, child, sibling, parent-in-law, grandparent, or grandchild. This "unforeseen circumstance" provision is not subject to the grievance procedure.

Section 3: Insurance

The Employer will hold the policy for health insurance for the group and insurance will be provided to those who are eligible under the Patient Protections and Affordable Care Act and who enroll. The premium contribution paid by the Employer shall be the capped amount established by the Publicly Funded Health Insurance Contribution Act, MCL15.563 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.

Cash-in-Lieu

Employees who elect to not take the health insurance will receive a cash benefit in lieu of health insurance on the conditions that: (1) the employee voluntarily and in writing opts out of the health benefits coverage (2) provides documentation to the Employer that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. Cash-in-lieu rate will be paid at \$375.00 per month.

Vision & Dental

The Employer will hold the policy for vision and dental insurance for the group and vision & dental insurance will be provided to those who voluntarily enroll. Vision & dental insurance to be provided at the employee's expense.

Section 4. Vacation Pay

- A. Employees will be entitled to vacation pay only for the time during continuous employment for which they were scheduled full time. Employees entitled to vacation pay will be paid according to the following schedule:
 - 1. After two (2) years of continuous service, an employee shall accrue one half (1/2) day of vacation pay for each month worked during a fiscal year not to exceed five (5) days.
 - 2. After eight (8) years of continuous service, an employee shall accrue one (1) day of vacation pay for each month worked during a fiscal year not to exceed ten (10) days.
- B. Vacation allowances are figured from the date of initial hire if the employee was hired full time or from the date the employee becomes full time. An employee who reaches two (2) years of service from the beginning of the school year through the end of February will have his/her vacation time front loaded at the beginning of that school year. If the employee reaches his/her two (2) years of service from March-end of the school year, his/her vacation will be front loaded at the beginning of the following school year. Employees shall not be entitled to vacation leave for any reason during scheduled workdays.
- C. All accrued vacation pay will be paid to the employee by the Employer when employment is terminated for any reason other than discharge for cause.

Section 5. Association Days.

The Employer agrees to grant twenty (20) hours of in-services which may be used in accordance with the following guidelines, namely:

- A. Attendance at meetings of the Service Employees International Union for the purpose of conducting official S.E.I.U. 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) employee from a building may be granted an in-services day leave at a time.
- C. In-services day leaves shall not materially interfere with the normal operations of the Employer or with the discharge of the employee's duties.
- D. A request for an in-services leave day shall be made in writing not less than five (5) working days prior to the leave.
- E. Use of an in-services day leave shall not disqualify an employee from receiving an attendance incentive bonus.
- F. The Association shall reimburse the District those sums paid to the Michigan Public School Employees Retirement Board on the employee's behalf for the released time compensation.