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6/30/2000

**COLLECTIVE BARGAINING AGREEMENT**

between the

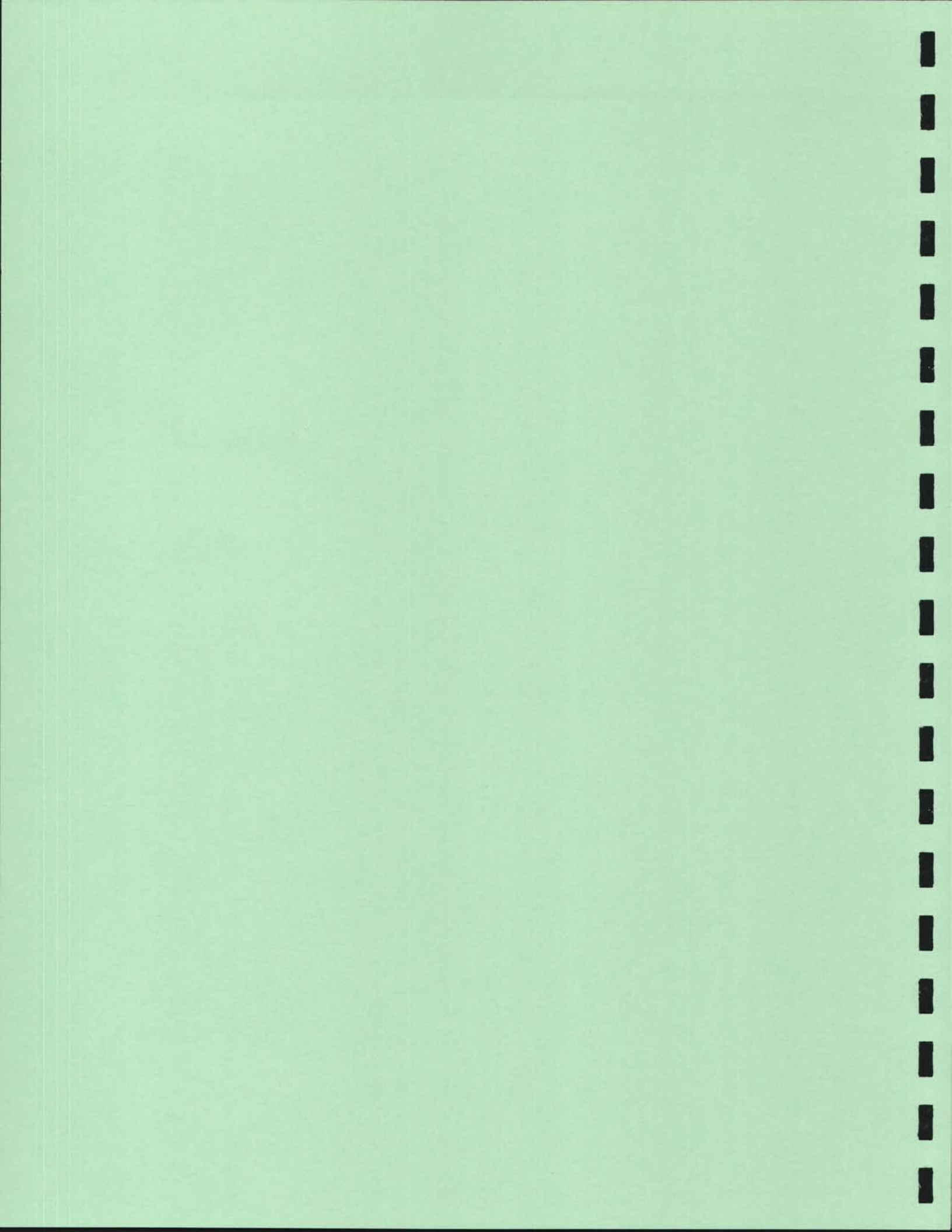
**THREE RIVERS COMMUNITY SCHOOLS**

and the

**THREE RIVERS EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION, SMEA/MEA/NEA**

**1997- 2000**

*Three Rivers Community Schools*



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## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between the **THREE RIVERS COMMUNITY SCHOOLS**, St. Joseph and Cass Counties, Michigan, acting by and through its Board of Education (hereinafter called the "Employer") and **THREE RIVERS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA- NEA** (hereinafter called the "Association");

**WITNESSETH:**

### ARTICLE 1

#### Recognition

**1.1 Purpose.** The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful relations between the Employer and the Association for the mutual benefit of the public, the Employer and its employees, and the Association.

**1.2 Recognition.** The Employer recognizes the Association as the exclusive representative of all the employees in the bargaining unit in respect to rates of pay, wages, hours of employment or other conditions of employment.

**1.3 Bargaining Unit Defined.** The word "employee" as used herein shall mean all full-time and regular part-time secretaries, custodians, head bus mechanic, bus mechanics, groundsmen, maintenance and delivery personnel, and regular and substitute bus drivers, excluding supervisory, confidential and all other employees.

## ARTICLE 2

### Employer Rights and Responsibilities

**2.1 Management Rights.** The Employer, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. The exercise of these powers, rights, authority, duties, and responsibilities, the adoption of rules, regulations, and policies, and the use of judgment and discretion therewith, shall be limited only by the specific and express terms of this Agreement and which are not otherwise contrary to school laws.

**2.2 Employer Cooperation.** The Employer agrees to cooperate with the Association in the application and implementation of this Agreement and further agrees that it will not engage in any lockout.

**2.3 Non-Discrimination.** It is the policy of the Three Rivers Community Schools that no person, on the basis of race, sex, color, religion, national origin or ancestry, age, marital status, handicap, or Vietnam-era veteran status, shall be discriminated against in employment.

## ARTICLE 3

### Association/Employee Rights and Responsibilities

**3.1 Use of School Facilities and Equipment.** The Association shall have the right to use school building facilities and equipment, at reasonable hours, for meetings of members of the bargaining unit, provided that such use shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities or equipment.

**3.2 Bulletin Boards.** The Association shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof, and the reasonable use of the Employer's mail service. All materials shall bear the name of the Association and the name of the person authorizing the posting or the distribution thereof. No Association materials of any kind shall be displayed on/or about the physical facilities of the Employer except on the designated bulletin boards and no displayed materials shall be derogatory to the Employer or to any employee. The Association shall save and hold the Employer harmless from any and all expense or liability, whatsoever, arising out of the preparation and/or use of any such materials.

**3.3 Release of Information.** Upon written request from the Association, the Employer shall furnish the Association within a reasonable period of time such information as may be required by law for the negotiation or administration of the Collective Bargaining Agreement.

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

**3.5 Association Activities.** Except with the express prior agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives of the Association from having such reasonable contact with members of the bargaining unit as shall be necessary to ascertain that the terms of this Agreement are being observed, and provided, further, that any such contact shall not interfere with or disrupt normal school operations.

**3.6 Association Dues and Service Fees.**

**3.61 Financial Responsibility.** Membership in the Association is separate and distinct from the assumption by an employee of his equal obligation to compensate the Association for the benefits he receives from representation. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally with regard to whether or not any employee is a member of the Association. The terms of this Agreement have been equally made for the benefit of all of the employees in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and that each assumes his fair share of the cost of representation.

**3.62 Service Fee.** Each employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days after completion of the probationary period shall pay a service fee. The service fee shall be equivalent to each employee's proportionate share of the cost of negotiating and administering the collective bargaining agreement, including employee representation, which share shall, for the purpose of this provision, be deemed to be not more than the regular monthly union membership dues uniformly required of employees who are members. The determination of the applicable service fee shall be consistent with MEA policy and procedure regarding objections to political-ideological expenditures, and applicable law and court decisions. The Association shall certify in writing to the Employer the authorized amount to be deducted monthly from each employee's pay.

**3.63 Employee Authorization.** Each employee may sign and deliver to the Employer an assignment authorizing the deduction of union dues or a service fee, as the case may be. Such authorization shall continue in full force and effect unless revoked in writing



by the employee at least thirty (30) days prior to the effective date of such revocation. Dues deductions pursuant to such authorization shall be made from one regular paycheck each month for ten (10) months beginning in September.

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

If an employee does not pay the applicable dues of service fee to the Association, the Employer shall, upon written notification by the Association, deduct that amount from the employee's wages and remit such amount to the Association as authorized under MCLA 408.477. If such involuntary payroll deduction becomes legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such employee within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any employee to comply with the provisions of this Article is just cause for discharge from employment.

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

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

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

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

**3.8 Association Days.** The Employer agrees to grant three (3) in-service days which may be used in accordance with the following guidelines, namely:

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

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

## ARTICLE 4

### Vacancies, Productivity and Classifications

**4.1 Vacancies and Transfers.** Subject to the following guidelines the Employer shall have the right to assign employees to vacant or newly created positions. "Vacancy" as used herein includes a regular bargaining unit position whose incumbent is on an authorized leave of absence and which has been filled by a temporary employee for an extended period which exceeds ninety (90) consecutive scheduled work days. If by mutual agreement by both parties said position may not be filled for a period not to exceed one year.

**4.11 Notice.** Notice of a vacancy in a permanent job and any newly created position shall be posted on appropriate bulletin boards for five (5) work days and a copy of such posting shall be given to the Association officer designated to receive such notice, provided, however, that subject to the remaining provisions set forth hereafter, the Employer shall not be required to post more than two (2) successive vacancies caused by the transfer of an employee to a different position, including the posting of the initial vacancy.

**4.12 Bidding.** An employee in the classification in which the vacancy exists may bid for the posted job opening by notifying the Employer within the posting period, provided, however, that employees in Categories 1 and 2 may crossbid.

**4.13 Selection.** A vacancy shall be filled within a reasonable time from and after the date of posting by the most senior eligible employee who has bid for the position. With respect to a vacancy for which crossbidding is permitted, if no employee in the classification in which the vacancy exists has bid, then the most senior eligible employee in the other classification who has bid shall be given preference. An employee in order to be deemed eligible must have performed satisfactorily in his present position and must possess the necessary qualifications, as determined by the Employer, to perform the duties of the new position.

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

**4.3 Jobs and Classifications.** The Employer may establish, modify, or eliminate existing classifications or positions and such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate, provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an employee within the same classification or position at more than one location within the District shall not constitute the modification or establishment of a new or revised job classification or position. The Employer shall meet with the Union within thirty (30) calendar days after the establishment of any new or changed job for the purpose of negotiating the rate and classification. The pay rate when established shall be retroactive. It is the intent of the employer to keep the union informed as to all modifications within the unit.

**4.4 Jurisdiction.** In addition to the rights of the Employer set forth in other provisions of this Agreement, the Employer shall have the right to employ or otherwise engage the services of persons not covered by this Agreement for the purpose of instructional training, job evaluation and experimentation, or for meeting emergencies, providing seasonal help during periods when school is not in session.

## ARTICLE 5

### Employee Conduct and Discipline

**5.1 Employee Conduct.** Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that they include the following:

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

- (2) Is contrary to honesty or good morals.
- H. Compliance with the provisions of Section 380.1312 of The School Code of 1976, as amended, otherwise known as the "corporal punishment statute".
- I. The compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement including reasonable rules and regulations which may be from time to time adopted by the Employer.

## **5.2 Disciplinary Action.**

**5.21 Probationary Employees.** An employee who has been employed by the Employer for ninety (90) calendar days or less may be discharged by the Employer for reasons satisfactory to the Employer.

**5.22 Regular Employees.** Upon completion of the probationary period, an employee shall not be disciplined, discharged or suspended without just cause. Just cause shall include, but not be limited to, the failure of an employee to discharge the responsibilities set forth in this Agreement. The discipline shall be determined by the Employer and may include an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion or discharge. A grievance may be filed for any disciplinary action taken by the Employer in the manner and time hereinafter provided. The Association shall be notified, in writing, of any dismissal or suspension.

## **ARTICLE 6**

### **Grievance Procedure**

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

### **6.2 Dispute Resolution Levels.**

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

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

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

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

**6.23 Formal Conference.** If the reply is not satisfactory and a request is made by the employee within five (5) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request. The purpose of the formal conference shall be to seek a positive and constructive disposition of the disagreement and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the grievance shall be in writing. If the grievance is not satisfactorily resolved, the conference shall be adjourned and reconvened with a state mediator if requested by both the Employer and the employee. If the claim is not settled by agreement, the Employer shall file a reply within ten (10) days after the completion of the formal conference or of mediation, whichever shall last occur.

**6.24 Arbitration.** If the grievance is not satisfactorily resolved at the formal conference, the grievance may be submitted by the Association to arbitration if such request is made within ten (10) days from the receipt of the formal conference reply. The arbitrator shall be selected and the hearing conducted in accordance with the following guidelines, namely:

- A. A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board.
- B. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.

- C. The parties will alternate the initiation of the elimination process with each successive claim.
- D. 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.
- E. Should either the Board or the Association wish to terminate the use of the preselected panel arrangement for selection of arbitrators, the party wishing to terminate the panel shall give six (6) month's notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.
- F. The hearing shall be conducted in accordance with the rules of the American Arbitration Association, provided, however, that:
  - i. The rules of evidence as applied in a non-jury civil case in Circuit Court shall be followed as far as practicable, but the arbitrator may admit and give probative effect to evidence of a type commonly relied upon by a reasonably prudent person in the conduct of his affairs. Irrelevant, immaterial or unduly repetitious evidence may be excluded.
  - ii. The arbitrator shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law or regulation, it being expressly agreed that any such determination shall be made by a court of law.
  - iii. The arbitrator shall render his written decision within thirty (30) calendar days from the conclusion of the hearing unless extended by mutual agreement of the parties, which decision shall separately set forth his specific findings of fact, decision, and award.
  - iv. Either party shall have the right within twenty (20) calendar days from the receipt of the decision of the arbitrator to apply to a court of competent jurisdiction for a rehearing of the grievance both as to the facts and the law, provided, however, that if application is not made within such time, the decision of the arbitrator shall be final and binding upon the parties.
  - v. The rules may be amended, in writing, by the mutual agreement of the parties.

### **6.3 General Procedures.**

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

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

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

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

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

**6.34 Withdrawals and Denials.** Any grievance or request for advancement to the next dispute resolution level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next dispute resolution level unless withdrawn. The time limits set forth herein may be extended by mutual agreement of the parties.

**6.35 Place of Proceedings.** All proceedings shall be held on the Employer's premises, except as the parties shall otherwise mutually agree.

**6.36 Costs.** Any fee paid for the services of a hearing officer shall be shared equally by the parties, except as the arbitrator shall otherwise decide. Each party shall be responsible for its own costs.



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

## ARTICLE 7

### Compensation

**7.1 Compensation and Fringe Benefits.** The basic compensation schedules for employees covered by this Agreement and provisions for fringe benefits shall be set forth in Schedules CM, S, and T which are attached to and incorporated into this Agreement.

**7.2 Pay Days.** Employees will normally be paid every other Friday during their regular employment period.

**7.3 Deductions.** The Employer shall have the right to deduct from the pay of each employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Employer and the employee. Salary deduction for time lost shall be computed as follows: the employee's hourly rate of pay multiplied by the actual working hours lost.

**7.4 Overtime Compensation.** An employee shall be entitled to receive overtime compensation at the rate of one and one-half (1½) times his regular rate of pay for hours worked in excess of forty (40) hours during a work week, provided that custodial/maintenance and secretarial employees shall be entitled to overtime compensation for hours of work in excess of eight (8) hours per day or in excess of forty (40) hours during a work week. An employee shall receive two (2) times his regular rate of pay for hours worked on Sunday or on scheduled holidays. Overtime shall not be paid on overtime, unless expressly required by applicable laws or regulations.

**7.5 Overtime Scheduling.** Overtime work shall be as scheduled by the Employer, and except in the case of an emergency, must be authorized by the Employer in advance. For custodial/maintenance employees, overtime shall be assigned on a rotating basis, provided that in the case of a building to which two (2) or more custodial employees are regularly assigned, overtime shall be assigned to the extent possible on a rotating basis among employees assigned to such building.

**7.51 Overtime Equalization Procedure.** Overtime for custodial work shall be rotated among all custodians who sign up for overtime opportunities. It is understood and agreed that certain job assignments will not be subject to rotation because they require special training or experience (e.g., middle school auditorium). It is further

understood and agreed that rotation of overtime may not result in total overtime equity. If a custodian who has signed up for overtime opportunities excessively refuses overtime assignments when offered, such employee will not be considered for future overtime assignments.

**7.6 Mileage Reimbursement.** An employee required by the Employer to use his personal car for the benefit of the Employer shall be reimbursed at the rate established by the Board from time to time, which rate shall not be less than that paid to any other employee group, or twenty-five cents (25¢) per mile, whichever is greater, provided that a mileage record is submitted to the Employer in accordance with procedures instituted by the Employer.

**7.7 Compensation for Unused Sick Leave Days.** A full-time or regular part-time employee who retires or voluntarily terminates his employment relationship with the Employer, or who dies while in the employ of the Employer, and who provided services for at least five (5) years prior to such event shall be eligible to be paid for accrued but unused sick leave days at the rate of Twenty Dollars (\$20.00) per day, provided that in no event shall the payment for unused sick leave days exceed One Thousand Nine Hundred Fifty (\$1,950.00). In the case of an employee who dies, the payment shall be made to the employee's surviving spouse or, if the employee does not leave a surviving spouse, to the duly qualified Personal Representative of the employee's estate.

**7.8 Attendance Incentive Bonus.**

- A. An employee who is not absent from work for thirty (30) consecutive scheduled work days shall be eligible to receive an attendance incentive bonus of \$.10 per hour for all hours worked during such period, exclusive of overtime.
- B. If such employee is not absent from work for the ensuing thirty (30) day period, and for each thirty (30) consecutive scheduled work days thereafter, the attendance incentive bonus shall be increased to \$.20 per hour, provided, however, that an employee who is eligible for the increased bonus and who subsequently becomes ineligible must requalify for the bonus in accordance with the terms of paragraph A.
- C. Scheduled holidays, vacation days and funeral leave, association days and compensatory time off taken by the employee shall not be deemed absences but shall not count toward meeting the thirty-day eligibility requirement.

## ARTICLE 8

### SENIORITY

**8.1 Probationary Period.** A new employee shall be in a probationary period for the first ninety (90) calendar days, or until such employee has completed at least sixty (60) work days of a school term, whichever shall be longer. There shall be no seniority for probationary employees, including laid-off, suspended, or discharged probationary employees who shall have no recourse to the terms of this Agreement.

**8.2 Seniority Defined.** Upon satisfactory completion of the probationary period, seniority shall be measured from the date an employee first performed services for the Employer. If two (2) or more employees complete their probationary periods on the same date, the employee having the lowest last four (4) digits of his social security number shall be deemed to be most senior.\* A break in employment of not more than twenty-four (24) calendar months by reason of layoff or an authorized unpaid leave of absence shall not cause an employee to lose his total amount of seniority except as required by law or as the terms of the leave of absence shall otherwise provide.

[\*This provision shall apply to employees hired on or after July 1, 1991.]

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

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

8.41 Voluntarily quits;

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

8.43 Retires;

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

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

## ARTICLE 9

### LAYOFF AND RECALL

**9.1 Determination.** If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees. The Employer shall notify and consult with the Association prior to any anticipated layoff.

**9.2 Layoff Procedure.** The least senior employee within a classification, beginning with probationary employees, shall be the first laid off, provided, however, that the Employer shall determine that there are qualified employees remaining to meet the requirements of the Employer, and provided further that not less than fourteen (14) calendar days notice of layoff is provided. Compensation and Fringe benefits shall be suspended during any layoff period.

**9.3 Recall Procedure.** Employees shall be recalled in the reverse order in which laid off, provided, however, that the Employer shall not be required to recall an employee in such order if the Employer determines that the employee does not possess the minimum qualifications necessary to perform the duties of the job to which the employee will be assigned. If any employee shall fail 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 forty-eight (48) hours in advance, the employee shall be considered as a voluntary quit and shall thereby automatically terminate his employment relationship with the Employer.

#### **9.4 Conditions and Limitations.**

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

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

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

## ARTICLE 10

### Authorized Absence

Since the absence of an employee generally has an adverse impact on the quality of the Employer's educational program, imposes increased responsibilities on other employees, and increases cost, it is the responsibility of each employee to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the responsibilities of an employee nor to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate, humanitarian and personal needs of an employee in a manner consistent with the requirements of the educational program, and they shall be so applied and interpreted.

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

**10.11 Use.** Sick leave may be used for:

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

**10.12 Used Days.** Sick leave shall be allocated in half-day increments and charged against work days only, and shall cease to accumulate and shall not be used by an

employee during such period as the employee is on an authorized leave of absence, is laid off or is not otherwise regularly providing services to the Employer.

**10.13 Unused Days.** Unused sick leave may accumulate to one hundred thirty (130) days. The amount of unused sick leave shall be certified to the employee at least once each year. If any employee terminates his employment for any reason other than discharge for cause, any accumulated sick leave shall be compensated in accordance with the procedure set forth in Section 7.7, provided, however, if any employee shall not complete the work year, the Employer shall be reimbursed for any sick leave time which was used in excess of the sick leave time earned as of the termination date.

**10.14 Notice Procedure.** It is the employee's responsibility to notify the Employer as soon as practicable if the employee is unable to work by reason of illness or other disability as set forth in 10.11 above. Such notice shall be given at least thirty (30) minutes prior to the beginning of the employee's work day. Except for good cause shown, an employee may be denied sick leave benefits if timely notice is not given.

**10.15 Limitations.** Each full-time employee, including regular bus drivers, shall be credited with one (1) day of sick leave with pay for each month of employment. The sick leave allowance of regular part-time employees shall be reduced proportionately, provided, however, that sick leave benefits may not be used by school-year employees until they have completed five (5) full work days. Sick leave pay for full-time and regular part-time employees, including regular drivers as defined in Schedule T, shall be based upon each such employee's regular daily rate.

## **10.2 Personal/Emergency Leave.**

**10.21 Use.** Personal/emergency leave shall be used only for business or personal obligations which cannot reasonably be scheduled at a time which does not conflict with performance of any employee's duties. It shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation or other similar purposes.

**10.22 Number of Days.** An eligible employee may use up to two (2) days of personal/emergency leave, the second day of which, if used, shall be charged against accumulated sick leave. If no such day is used, one (1) day may be added to accrued sick leave days.

**10.23 Notice.** Except in the case of an emergency, a request for personal/emergency leave shall be made not less than five (5) work days prior to the leave day(s) requested.

**10.24 Restrictions.** The Employer may impose reasonable restrictions on any leave requested on a day preceding or following a non- work day for an employee.

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

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

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

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

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

**10.4 Meritorious Leave.** The Employer may grant an unpaid leave of absence to an employee on such terms as the Employer and the employee shall agree for meritorious reasons not otherwise provided herein. In determining whether to grant such leave, the Employer shall consider:

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

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

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

#### **10.7 Leave Administration.**

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

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

**10.72 Leave Agreements.** A leave for elective health care, a foreseeable disability, a meritorious leave or any other such leave for more than ten (10) working days shall be agreed to, in writing, by the Employer and the employee, or the employee's personal representative in the case of mental incapacity or physical inability or absence. Each leave agreement shall include a requirement that the employee notify the Employer, in writing, prior to a specified date that the employee intends to return. If the employee fails to give such notice without justifiable reason, the employee shall be considered a voluntary quit.

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



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

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

- A. Nothing in the act shall be construed to diminish the obligation of the employer to comply with the terms of this Collective Bargaining Agreement if such agreement provides greater family or medical leave rights to employees than the rights established under the act.
- B. The rights established for employees under the act shall not be diminished by this collective Bargaining Agreement.

### **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 Superintendent  
Three Rivers Community Schools  
1008 8th Street  
Three Rivers MI 49093
- B. Association: Three Rivers Educational Support Personnel  
Association, MEA/NEA  
1170 W. Michigan Avenue, Suite 4  
Three Rivers MI 49093
- C. Employee: As set forth in the records of the Employer such other address as a party or an employee shall hereafter furnish in writing.

**11.3 Scope, Waiver and Alteration of Agreement.** It is expressly agreed that neither the bargaining unit nor any provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both the contracting parties,

provided that nothing herein shall prohibit the Employer from adopting policies, initiating programs or entering into other agreements which are not contrary to the express terms of this Agreement and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

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

For the purposes of this Agreement:

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

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

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

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

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

#### **11.5 Definitions.**

**11.51 Day** shall mean a calendar day unless the context otherwise requires.

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

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

Employees shall be classified by categories as follows:

- 1 - Custodians, delivery personnel, & groundsmen
- 2 - Maintenance Personnel.
- 3 - Head bus Mechanics
- 4 - Bus mechanic helper
- 5 - Bus drivers
- 6 - Secretaries.

**11.54 Part-Time Employee** means an employee regularly employed for less than a full work week or full work day or an employee employed for less than twelve (12) months. The fringe and leave benefits of the part-time employees shall be proportionately reduced except as otherwise specifically stated.

**11.55 Party** means the Employer or the Association.

**11.56 Temporary Employee** means a person who is serving as a replacement for a regular employee on either a day-to-day basis or for an extended period not to exceed ninety (90) consecutive scheduled work days.

**11.6 Administering Medication.** No employee shall be required to dispense or administer medication except in accordance with Board policy. Employees shall be given training when necessary for the proper procedures in administering medication.

**11.7 Duplication of Agreement.** The Employer agrees to furnish a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement.

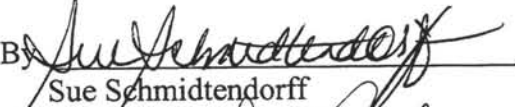
**11.8 Successor Agreement.** The negotiation of a new Agreement shall begin upon written request of either party made not earlier than sixty (60) days prior to the expiration of this Agreement. Negotiations for a successor Agreement shall be scheduled outside the regular work day except as the parties shall mutually agree otherwise.

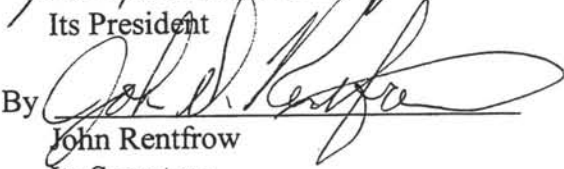
**11.9 Effective Date and Termination.** This Agreement shall commence as of the date of its execution by both parties and shall remain in full force and effect until midnight June 30, 2000.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of July 7, 1997.

**EMPLOYER:**

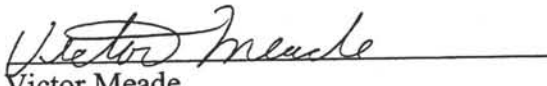
THREE RIVERS COMMUNITY SCHOOLS  
ST. JOSEPH AND CASS COUNTIES,  
MICHIGAN

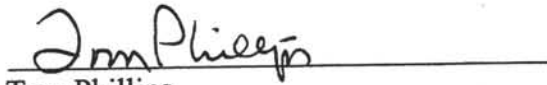
By   
Sue Schmidtendorff  
Its President

By   
John Rentfrow  
Its Secretary

**ASSOCIATION:**

THREE RIVERS EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION, MEA/NEA

By   
Victor Meade  
Its President

By   
Tom Phillips  
Its MEA Uniserv Director

## SCHEDULE CM

### CUSTODIAL/MAINTENANCE EMPLOYEES SUPPLEMENT

#### CM-1

##### Duties, Scheduling, and Work Procedures

**CM-1.1 General Duties.** The general duties of each custodial/maintenance employee shall include those activities within the employee's work classification. Work classification descriptions shall be as developed by the Employer but shall not become a part of this Agreement.

**CM-1.2 Work Week and Work Day.**

**CM-1.21 Work Week.** The regularly scheduled work week for all full-time employees shall consist of forty (40) hours.

**CM-1.22 Work Day.** The normal work day for full-time custodial/maintenance employees shall consist of eight (8) duty hours, which may be interrupted by a lunch period of not more than one-half (1/2) hour. The lunch period for a day shift employee shall be unpaid and in addition to the eight (8) duty hours. The lunch period for night shift employees shall be paid, provided, however, that such employees shall remain on the school premises and be reasonably available for the performance of necessary duties during such lunch period, and provided further that in work stations at which two (2) or more employees are providing services, the Employer may, if deemed necessary, require that lunch periods be staggered. In addition, each employee may take a fifteen (15) minute rest period during each half of the work day.

**CM-1.3 Shift Schedule.** The day shift is any shift that regularly starts on or after 4:00 a.m. but before noon. The night shift is any shift that regularly starts on or after noon but before 8:00 p.m.

**CM-1.4 Work Schedule.** The beginning and the end of the work day shall be as scheduled from time to time by the Employer, provided, however, that a custodial/maintenance employee shall receive reasonable notice of any change in the work schedule.

## CM-2

### Working Conditions

**CM-2.1 Uniforms and Special Apparel.** A uniform allowance shall be available to custodial/maintenance employees covered by this contract according to the following schedule:

\$75 Annually

Bus mechanics shall be provided with five (5) clean uniforms per week. Employees are encouraged to be attired in a uniform consistent with their respective job functions. If special apparel is required for safety or related reasons, it shall be provided and maintained by the Employer.

The uniform allowance payment shall be made in two (2) substantially equal installments, the first on or about November 1, and the second on or about March 1, for those employees who have completed the probationary period. Any employee who completes the probationary period after November 1 but before March 1 shall receive one-half (1/2) of the applicable allowance on or about March 1.

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

## CM-3

### Compensation Schedule

**CM-3.1 Rates of pay. (1997-2000)**

	<u>Category/Classification</u>		<u>Years of Service/Hourly Rate</u>		<u>1999-2000**</u>	
	<u>1997-98</u>		<u>1998-99</u>		(1)	(2)
	(1)	(2)	(1)	(2)	(1)	(2)
1. Custodians, Delivery Personnel, Groundsmen	\$11.25	\$11.61	\$11.55	\$11.92	\$	\$
2. Maintenance Personnel	\$11.60	\$12.00	\$11.91	\$12.32	\$	\$
3. Head Bus Mechanic	\$14.92	\$15.48	\$15.31	\$15.89	\$	\$
4. Bus Mechanic Helper	\$11.25	\$11.61	\$11.55	\$11.92	\$	\$

\*\*Increase in 1999-2000 is based on the following:

1. The district's fund equity is at least \$900,000 at the conclusion of the 1998-99 fiscal year.
2. The district receives at least a 3% formula increase in 1999-2000.
3. The 1999-2000 fall K-12 blended count is not less than the 1998-99 fall blended count.

Otherwise: Revert to the percentage of 1998-99 increase.

**CM-3.2 Probationary Employees.** Probationary employees shall receive ninety-five percent (95%) of the schedule rate during the probationary period.

**CM-3.3 Adverse Weather.** All classification 1, 2 and 4 employees shall report to work on days school is closed because of adverse weather, provided that if school is closed for two (2) or more successive days during a regular work week each such employee shall be entitled to one (1) day off with pay at a time designated by the Employer and provided further that the total number of such days shall not exceed three (3) in any contract year. All night shift employees are expected to report to work on such adverse weather days at 10:00 a.m. and to work a regular eight (8) hour shift. Day shift employees are expected to report at the beginning of their regular shift.

**CM-3.4 Call-In Time.** An employee in classification 1, 2 or 4 who is called to return to work at unscheduled times shall be paid for the hours worked or a minimum of two (2) hours, whichever is greater, in accordance with wage rates set forth herein.

## CM-4

### Fringe Benefits

**CM-4.1 Vacations.** Subject to the requirements hereinafter provided, custodial/maintenance employees shall be entitled to have a vacation with pay at a time or times mutually agreeable to the employee and the Employer in accordance with the following schedule, namely:

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

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

**CM-4.11 Requirements.** Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system. Insofar as is possible within this limitation, vacations shall be scheduled at a time satisfactory to the employee. Under no circumstances will vacation be allowed the week prior to the beginning of school and the first week of school. Vacation denial is not subject to the grievance procedure:

**CM-4.12 Procedures.** A sign-up sheet for scheduling vacations will be posted between April 15 and May 1 of each year. Each request will be reviewed and a determination made by the Employer, provided, however, that if two (2) or more employees sign up for the same period and cannot be granted vacations at the same time because of work scheduling requirements, the most senior employee(s) shall be given preference.

**CM-4.13 Vacation Pay.** All accrued but unused vacation pay will be paid to an employee by the Employer when employment is terminated for any reason other than discharge for cause.

**CM-4.2 Holidays.** Subject to the conditions and limitations set forth hereafter, the following holidays shall be observed as paid holidays for all fifty-two (52) week employees:

New Year's Day	Thanksgiving Day
Good Friday (one-half day)	Friday after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	New Year's Eve
Fair Day (one-half day)	

**CM-4.21 Conditions and Limitations.** A holiday shall not be observed if it is a school day. An employee shall receive his regular compensation for the above holidays if the employee was not absent or was on authorized paid leave the last work day preceding the holiday and the first work day following the holiday. If a holiday falls on Saturday, Friday shall be considered as a holiday. If a holiday falls on a Sunday and is celebrated by law on Monday, Monday shall be considered the holiday.



**CM-4.3 Health Insurance Benefits.**

**CM-4.31 Custodial/Maintenance Employees.** The Employer agrees to contribute the full cost of SET Ultramed Comprehensive Health Care Package\* effective January 1, 1995, as follows:

	1997-98	1998-99	1999-2000
Self Only	NEW RATES	NEW RATES	NEW RATES
Two (2) Persons	NEW RATES	NEW RATES	NEW RATES
Full Family	NEW RATES	NEW RATES	NEW RATES

\*Insurance benefits will be fully paid, as in the past, for the duration of the new three (3) year contract. The extent of benefits are, of course, based on each individual position as specified in the contract.

**CM-4.32 Options.** The Board shall contribute, on behalf of each custodial/maintenance employee who does not elect health insurance as provided above but elects available options, an amount not to exceed \$154.50 toward the purchase of one or more options specified hereafter:

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

**CM-4.33 Conditions.**

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

**CM-4.4 Dental Insurance Benefits.** The Employer agrees to provide a dental plan for all classification 1, 2 and 4 employees and their dependents at its expense, which plan shall be either Delta Dental Plan C (50% Class I and II) or a substantially equivalent plan with the carrier to be determined by the Employer.

## **CM-5 TEMPORARY EMPLOYER CREDIT**

**CM-5.1** A person who has provided satisfactory service as a substitute employee for a minimum of 720 hours or 90 days during the preceding twelve-month period shall be given preference for regular employment after all bargaining unit members have had an opportunity to bid on a vacancy or newly-created position. In such instance, the formal probationary period shall be limited to thirty (30) work days notwithstanding the provisions of Section 8.1. After successful completion of the probationary period, seniority in the bargaining unit shall be measured from the date that person first provided services as a probationary employee, and the employee's pay shall be adjusted to the regular classification rate beginning with the 31st day of service. Other than this preferential hiring right, a person employed as a substitute shall not be deemed to be a member of the bargaining unit or have any additional rights under this Agreement.

## SCHEDULE S

### SECRETARIAL EMPLOYEES SUPPLEMENT

#### S-1

#### Hours of Employment and Overtime

**S-1.1 Work Week and Work Day.** The normal work day shall be no longer than eight (8) hours, except as the Employer and employee may agree to a longer work day in order to reduce the number of days or parts of days worked. The normal work week shall be no more than forty (40) hours per week, Monday through Friday.

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

**S-1.3 Rest Periods.** All secretaries scheduled to work a normal day may take a 15 minute rest period during each half of the work day.

**S-1.4 Adverse Weather.** If school is closed on scheduled work days during the regular school year because of adverse weather or other emergencies, the work schedule shall be modified as follows:

**S-1.41 School-Year Secretaries.** Except when teachers are requested to report for work or the employee's immediate supervisor directs the secretary to be on duty, school-year secretaries will not be required to work but will not be paid for such days, provided, however, that if lost student instructional days are rescheduled, then such employees will be required to work on any such days and will be paid at their regular daily rate.

**S-1.42 Twelve-Month and Extended School-Year Employees.** All twelve-month and extended school-year secretaries shall report for work on such days, provided that a secretary may elect not to report for work on up to three (3) such days on which school is closed without loss of pay, except when the secretary's immediate supervisor directs her to be on duty.

All secretaries will be given the opportunity to make-up days so there will be no loss of pay.

**S-1.5 Holiday Pay.** The employees shall be paid holiday pay for all holidays worked when work is authorized by their immediate supervisor in addition to their regular compensation. Observed Holidays shall be as set forth in S-2 (Basic Compensation Schedule).

**S-1.6 Sunday Pay.** Employees shall be paid double time for all work performed on the seventh consecutive day. Such work must be authorized by their immediate supervisor.

**S-1.7 Lunch Period.** Secretaries shall be entitled to a duty-free uninterrupted paid lunch of not more than one-half hour. At the option of the employee's immediate supervisor, the lunch period may be extended to no more than one hour, but the employee will be paid for only one-half hour.

**S-1.8 Other Duties.** Secretaries may be requested to assist other school employees in checking for head lice on a reasonable basis, but shall not be required to assume sole responsibility for such activity.

**S-1.9 Supervision.** Secretaries shall not be responsible for supervising students or supervision of the building in absence of the principal.

**S-2**

**Basic Compensation Schedule**

<b>S-2.1 Basic Compensation:</b>	<b>1997-98</b>	<b>1998-99</b>	<b>1999-2000**</b>
<u>STEP</u>	<u>HOURLY RATE</u>	<u>HOURLY RATE</u>	<u>HOURLY RATE</u>
1	\$ 9.52	\$ 9.77	\$
2	\$ 9.78	\$10.04	\$
CS/A	\$10.63	\$10.91	\$
CS/B	\$10.85	\$11.14	\$

\*\*Increase in 1999-2000 is based on the following:

1. The district's fund equity is at least \$900,000 at the conclusion of the 1998-99 fiscal year.
2. The district receives at least a 3% formula increase in 1999-2000.
3. The 1999-2000 fall K-12 blended count is not less than the 1998-99 fall blended count.

Otherwise: Revert to the percentage of 1998-99 increase.

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

**S-2.3 Additional Compensation.**

**S-2.31 Payroll Clerk.** The hourly rate of the payroll clerk will be \$.20 per hour higher than the applicable schedule rate.

**S-2.32 Twelve-Month Employees.** The hourly rate of twelve-month employees will be increased by \$.10 per hour over the applicable schedule rate.

**S-2.33 Longevity.** Increased compensation will be paid to employees by virtue of length of service to the Employer in accordance with the following schedule.

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

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

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

**S-3**

**Fringe Benefits**

**S-3.1 Vacation.**

**S-3.11** Fifty-two (52) week employees are entitled to receive paid vacation according to the following schedule:

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

B. Two (2) weeks after two (2) years' service,

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

**S-3.12** Employees working less than 52 weeks will be entitled to paid vacation according to the following schedule:

- A. After two (2) years of continuous service, an employee shall accrue one-half (½) day of vacation for each month worked during a fiscal year not to exceed five (5) days.
- B. After eight (8) years of continuous service, an employee shall accrue one (1) day of vacation for each month worked during a fiscal year not to exceed ten (10) days.

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

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

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

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

**S-3.2** **Holidays.**

**S-3.21** The following days shall be observed as paid holidays for all 52 week secretaries: New Year's Day and one day prior Good Friday (all day) when school is not in session.

Memorial Day, Independence Day and Labor Day  
Thanksgiving Day and the following Friday  
Christmas Day and one day prior  
County Fair Day (one-half day) provided school is not in session.

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

New Year's Day  
 Good Friday (all day) when school is not in session.  
 Memorial Day and Labor Day  
 Thanksgiving Day and the following Friday  
 Christmas Day  
 County Fair Day (one-half day) provided school is not in session.

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

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

**S-3.3 Health Insurance Benefits.**

**S-3.31 Secretarial Employees.** The Employer agrees to contribute the full cost of SET Ultramed Comprehensive Health Care Package\* effective January 1, 1995 as follows:

	<u>Monthly Premium</u>		
	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
Self Only	NEW RATES	NEW RATES	NEW RATES
Two (2) Person	NEW RATES	NEW RATES	NEW RATES
Full Family	NEW RATES	NEW RATES	NEW RATES

\*Insurance benefits will be fully paid, as in the past, for the duration of the new three year contract. The extent of benefits are, of course, based on each individual position as specified in the contract.

**S-3.32 Options.** The Board shall contribute, on behalf of each secretary who does not elect health insurance's provided above but elects available options, an amount not to exceed \$154.50 toward the purchase of one or more options specified hereafter:

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

H. Tax deferred annuity

**S-3.33 Carrier.** The carrier selected by the Employer for the term of this Agreement is SET. The insurance plan selected is SET Ultramed Comprehensive Care Package.

**S-3.4 Effective date of benefits.** Leave and insurance benefits shall become effective after the probationary period ends.

## S-4

### Sick Leave Bank

#### S-4.1 General Provisions

**S-4.11** Every secretary covered by this Agreement shall contribute one day each year, but no more, to a Sick Leave Bank. Any secretary may apply to use days from the bank, however, only after personal sick days, personal business days and unused vacation time have been exhausted. Eligibility for Sick Leave Bank use shall not commence until five (5) working days, without pay, have passed, except that after three (3) years of employment, the waiting period shall be waived.

**S-4.12** In cases of extended illness and/or questionable absence, the Superintendent shall have the right to require medical verification of the illness or absence. The Employer, upon the recommendation of the Superintendent, may require a secretary to submit to a physical or mental examination by a physician of the Employer's selection.

**S-4.13** Such examination shall be at the expense of the Employer. The Superintendent may make such a request as often as is deemed necessary for the best interest of the secretary and the school system.

**S-4.2 Sick Leave Bank Committee.** A committee composed of one (1) administrator chosen by the Superintendent, one (1) Association member chosen by the Association President, and the member's immediate Supervisor, shall decide the eligibility of the secretary and the number of days that can be used from the Sick Leave Bank. The decisions of this committee shall be final.

**S-4.3 Sick Leave Bank Limit.** At a time the sick leave bank contains one hundred (100) days, individual members will not be obligated to contribute sick days until the number of days in that bank are less than sixty (60) days. Unused days will carry over to the following year.



## SCHEDULE T

### TRANSPORTATION EMPLOYEES SUPPLEMENT

#### T-1

#### Duties, Scheduling, and Work Procedures

##### T-1.1 Definitions and Administrative Procedures.

##### T-1.11 Definitions.

- A. Regular Driver means a qualified driver assigned to one or more regular runs in both the morning and afternoon, provided that no driver shall be assigned an aggregate of more than five (5) such runs during a normal school day.
- B. Regular Substitute Driver means a person who is a qualified driver, has satisfactorily completed the probationary period, and is regularly available for work on an as needed basis. Regular substitute drivers as defined herein may be assigned to drive daily runs of regular drivers when such drivers are not available for work because of illness, assignment to extra trips, and the like. Whenever and to the extent feasible, the driving assignments of regular substitute drivers shall be equitably distributed among such drivers from and after the date on which a substitute driver first provides services for the Employer starting with the most senior driver.
- C. Trainable Center Driver means a driver who, in addition to the qualifications in T-1.11, D below, has had previous experience in this position or who has been certified in CPR training, basic first aid, and certification for emergency evacuations on lift buses.
- D. Qualified means a person who currently meets:
  - 1. All of the requirements for the operation of a motor vehicle used as a school bus as required by state law and regulations promulgated pursuant thereto, including required participation in school bus driver safety education programs; and
  - 2. The criteria for insurability under the Employer's fleet policy.

A person who is not qualified shall be placed on an involuntary leave of absence until such person is requalified, provided that the aggregate requalification period shall not exceed three (3)

years and provided further that the person's assignment shall be guaranteed only for the first twelve (12) months.

**T-1.12 Route Designations.** The Employer shall have the right to establish and modify bus routes. The following routes shall be designated as regular runs:

- A. Morning secondary runs to be considered one route. Minimum paid running time 1-½ hours.
- B. Morning middle school shuttle runs to be considered one-half (½) route. Minimum paid running time ¾ hours.
- C. Morning grade school run to be considered one route. Minimum paid running time 1-½ hours.
- D. Afternoon grade school run to be considered one route. Minimum paid running time 1-½ hours.
- E. Afternoon secondary runs to be considered one route. Minimum paid running time 1-½ hours.
- F. Afternoon middle school shuttle runs to be considered ½ route. Minimum paid running time ¾ hours. (If special call in, run pays minimum of 1-½ hours).
- G. Trainable Center routes, each considered two (2) routes. Minimum paid running time 3 hours. If these runs are significantly altered due to a change in the program, the parties will meet and negotiate the impact of those changes within 10 days.
- H. Special Ed, POHI, LD, and EI runs considered one route. Minimum paid running time 1-½ hours.
- I. Kindergarten runs are considered regular runs and shall be paid running time of a minimum of 1-½ hours.

**T-1.13 Running Time.** The running time for a particular route will start with the departure of the bus from the location at which it is normally parked and end when it is returned to the location where it is normally parked, subject to verification and Employer determination of starting time.

**T-1.14 Bus Location.** Buses will be parked at locations as determined by the Transportation supervisor.

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

**T-1.21 Prior to Opening of School Year.** Notice of any vacancy on a regular run which occurs after the close of a school year shall be sent to each regular driver and regular substitute driver prior to the orientation meeting normally held in August. A driver may bid on a vacancy in accordance with established bidding procedures.

**T-1.22 During School Year.** Vacancies in existing regular runs or created by a new run (other than a run caused by the elimination of one or more regular runs) which occur during a school year shall be filled in accordance with a school year the provisions of 4.1, provided, however, that if changes in assignments are caused by the elimination of one or more regular runs, the drivers affected will be permitted to bump in accordance with their respective seniority status in order to replace the run or runs they have lost as a result of run elimination. In no event shall drivers be allowed to bump into more runs than they previously held without giving opportunity for drivers of higher seniority to assume the runs. In this latter connection, implementation of reassignments caused by the elimination of such run (s) shall be made at one time.

**T-1.23 Conditions and Limitations.** It is understood and agreed that if a full-time bus driver's assignment (4 regular runs) becomes vacant, such assignment shall normally be posted in its entirety and the Employer shall not be required to post such runs separately, provided, however, that prior to posting any such vacancy, the Employer agrees to notify the Union of its intent to post and, if requested within three (3) days from receipt by the Union of such notice, further meet with representatives of the Bus Drivers for the purpose of reviewing the economic justification for not posting such runs separately. If representatives of the parties meet and do not agree on the justification for posting the full-time vacancy in its entirety, then the Association shall have the right to file a grievance at Step 2 of the Grievance Procedure.

**T-1.3 Extra Trips.**

**T-1.31 Rotation.** Prior to the beginning of a school year, a list of all regular drivers and regular substitute drivers who desire to drive extra trips shall be compiled and arranged in order of seniority with the most senior driver placed at the top of the list. Except as hereinafter provided, the opportunity to drive extra trips shall be offered to regular drivers and regular substitute drivers in rotation starting with the most senior driver. The parties understand and agree that every effort will be made to reduce or eliminate overtime for extra trips, which effort may include, to the extent possible, the equitable distribution of extra trip assignments.

For the purpose of this provision, "extra trip" shall mean any school-related activity involving bus transportation that is not regular run, except that trips within the school district shall not be considered extra trips for purposes of

this provision and shall be assigned by the Transportation Supervisor subject to the most efficient use of drivers and vehicles.

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

**T-1.33 Procedures and Scheduling.**

- A. **Emergency Extra Trips.** When extra trips are assigned for a day and trip sheets are made out, and an additional trip is scheduled thereafter on an emergency basis, such trip shall be assigned to the next driver in the regular rotation. Every effort will be made to give at least one (1) day's notice for extra trips.
- B. **Cancellation.** If a driver is not notified at least one (1) hour in advance of the cancellation of an extra trip and reports for the assignment, such driver shall receive two (2) hours of show-up pay at the lay-over rate. If a trip is canceled and the assigned driver is timely notified, he/she shall be assigned the next unassigned extra trip.
- C. **Coordination with Regular Runs.** When a short extra run within the school district can be completed in conjunction with a regular assigned daily route, no additional compensation will be paid if the total running time does not exceed one (1) hour and thirty (30) minutes.
- D. **Rotation/Loss of Compensation.** A driver whose turn it is to take an extra trip shall not be required to drive if such driver would suffer a loss of compensation by virtue of giving up one or more regularly assigned runs in order to take such trip and shall not lose his/her turn in the rotation schedule thereby, provided, however, that the Employer reserves the right to require the driver to take such extra trip and agrees to pay the driver at the schedule rate for the regular runs which were given up if the aggregate pay for such regular runs is greater than that earned for the extra trip.
- E. **Trainable Center Extra Trips.** It is understood and agreed that extra trips from the Trainable Center shall be handled by regular Trainable Center drivers. Assignments shall be made as equitably as possible among such drivers subject to the most efficient use of vehicles and drivers. Compensation for such trips shall be based on running time only provided, however, that drivers shall be paid for the entire time of trip if they assist with the students at the destination of the trip.

- F. **Meal Allowances.** A meal allowance shall be granted when an extra trip lasts four (4) hours or more, including both driving and layover time. Reimbursement allowances shall not exceed the following:

Breakfast	\$ 3.00
Lunch	\$ 4.00
Dinner	\$ 5.00

Receipts must be submitted to Transportation Supervisor, provided that if the Employer requires the driver to remain with the bus, no receipt will be required.

- G. **Probation.** A driver may not be assigned extra trips until the completion of the probationary period.
- H. **Uniforms and Special Apparel.** A uniform allowance shall be available to all bus drivers covered by this contract in the amount of \$45 per school year. Employees are encouraged to be attired in a uniform consistent with their respective job functions (i.e., jackets for bus drivers). If special apparel is required for safety or related reasons, it shall be provided and maintained by the Employer. The uniform allowance payment for bus drivers shall be made on or about November 1 for those employees who have completed the probationary period. Any employee who completes the probationary period after November 1 but before March 1 shall receive one-half (½) of the applicable allowance on or about March 1.
- I. **Sick Leave Pay.** Sick leave for bus drivers shall be charged against their accumulated sick leave on a pro-rated basis in the event a driver is absent for less than their regular full day.
- J. **Trainable Center and Extra Trips.** Trainable Center drivers may bid on extra trips provided it does not interfere with their regular scheduled runs and provided there is not overtime for Trainable Center driver.

#### T-1.4 **Miscellaneous Provisions.**

- T-1.41 **Leaves of Absence.** For reasons of safety and efficiency of operation, leaves of absence for bus drivers are discouraged during the regular school year, provided, however, that if leaves of absence are granted, they shall be taken without pay and shall ordinarily not exceed one (1) work week or the equivalent.
- T-1.42 **Meetings.** During the regular school year, bus driver meetings may be held periodically at the discretion of the Transportation Supervisor. Drivers shall

be compensated at their lay-over rate prorated in one-half (1/2) hour increments.

- T-1.43 Adverse Weather.** If school is closed on scheduled instructional days because of adverse weather or other emergencies and no bus services are required, bus drivers shall be paid for such days to the extent that said days do not have to be rescheduled so as to qualify the district for full state aid. If student instructional days are rescheduled, bus drivers shall be required to work on any such days and will be paid at their regular rate of pay.
- T-1.44 Clean-up and Safety Check-out Time.** All bus drivers, including regular and regular substitute drivers, who report for work and make at least a single run will be paid for one-quarter hour to complete a safety check procedure on a form provided by the employer. Such time shall be paid at the applicable schedule rate. If a driver is required to complete a second safety check that day on a bus not previously checked, then such driver will be paid for an additional five minutes, or a total of one-third hour to complete such checks. Regular drivers and regular substitute drivers assigned to a regularly scheduled route will be paid for one-half (1/2) hour each day for cleaning and gassing up their buses. A bus driver shall be required to wash his/her bus two (2) times during each pay period unless the condition of the driver's bus warrants more frequent washing. Failure to satisfy this condition shall mean a loss of clean-up pay for the applicable period. Buses shall not be required to be washed if the outside temperature is below 0 degrees F and notification of same shall be posted. Substitute drivers who drive three (3) or more days in a week must wash a bus.
- T-1.45 Summer Cleaning.** At the end of each school year, buses shall be inspected for normal driver cleaning and maintenance. If a bus fails inspection the bus must be brought up to standard by the driver. Time to do so shall be at no pay. If the bus passes inspection and the District requires additional cleaning, the driver shall be paid at the regular rate.
- T-1.46 Eligibility for Vacation Employment.** Bus drivers will be given an opportunity to apply for temporary employment positions, involving work assignments other than as bus drivers, which are scheduled by the Employer during the summer vacation or other recess periods. The Employer may establish such qualification standards as it deems necessary and appropriate for such employment.
- T-1.47 Calendar Change/Eliminated Run.** If a kindergarten run is eliminated by reason of a calendar change (e.g., an in-service day), a bus driver shall be paid for such eliminated run at his regular schedule rate unless the Employer gives at least five (5) work days prior notice by posting such change in the bus garage.

**T-2**

**Compensation Schedule**

**T-2.1 Rates of pay. (1997-2000)**

<u>Category/Classification</u>	<u>Years of Service/Hourly Rate</u>					
	<b>1997-98</b>		<b>1998-99</b>		<b>1999-2000**</b>	
	(1)	(2)	(1)	(2)	(1)	(2)
Bus Drivers						
Driving Time	\$11.21	\$11.58	\$11.50	\$11.89	\$	\$
Lay-over Time	\$ 8.35	\$ 8.63	\$ 8.57	\$ 8.86	\$	\$

\*\*Increase in 1999-2000 is based on the following:

1. The district's fund equity is at least \$900,000 at the conclusion of the 1998-99 fiscal year.
2. The district receives at least a 3% formula increase in 1999-2000.
3. The 1999-2000 fall K-12 blended count is not less than the 1998-99 fall blended count.

Otherwise: Revert to the percentage of 1998-99 increase.

**T-2.2 Probationary Employees.** Probationary employees shall receive ninety-five percent (95%) of the schedule rate during the probationary period.

**T-3**

**Fringe Benefits**

**T-3.1 Health Insurance Benefits. (1997-2000)**

**T-3.11** The Employer, on behalf of eligible employees, agrees to contribute the full cost of SET Ultramed Comprehensive Health Insurance Package\* effective December 1, 1993 or provide an annual insurance allowance in accordance with the following guidelines:

Regular Runs

	1997-98	1998-99	1999-2000
5 or more runs			
Self Only*	NEW RATES	NEW RATES	NEW RATES
Two (2) Person	NEW RATES	NEW RATES	NEW RATES
Full Family			
[ten (10) months]			
4 runs Self Only	NEW RATES	NEW RATES	NEW RATES
[ten (10) months]			
Less than 4 runs	Annual Allowance \$600.00 (Pro-rated at \$60.00/month for 10 months)		

\*Insurance benefits will be fully paid, as in the past, for the duration of the new three (3) year contract. The extent of benefits are, of course, based on each individual position as specified in the contract.

The Board shall contribute, on behalf of each qualified bus driver (four (4) runs or more) who does not elect health insurance's provided above but elects available options, an amount not to exceed \$154.50 toward the purchase of one or more options specified hereafter:

1. Income protection.
2. Group Term Life Insurance.
3. SET Ultramed B Hospital and Medical Insurance Coverage.
4. Tax-Deferred Annuity.

**T-3.12 Conditions.**

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

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

New Year's Day	Thanksgiving Day
Labor Day*	Friday after Thanksgiving Day
Fair Day (one-half day)	Christmas Day
Independence Day**	Memorial Day



\*If school is in session and students are required to be present on the Friday prior to the date on which Labor Day is celebrated, then bus drivers shall be eligible to receive holiday pay for the Labor Day holiday.

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

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

**LETTER OF UNDERSTANDING**

It is agreed and understood that for the remainder of the 1993/94 school year the trainable runs, other than Pathfinders, will count as single runs and have a guaranteed minimum run time of 1-3/4 hours.

It is further understood that the Board will maintain the current insurance and cost of said insurance for the affected driver(s).

Dated: January\_\_\_\_, 1994

**EMPLOYER:**

Three Rivers Community Schools,  
St. Joseph & Cass Counties,  
Michigan

**ASSOCIATION:**

Three Rivers Educational Support  
Personnel Association, MEA/NEA

By 

By 

## LETTER OF UNDERSTANDING

1. **Purpose.** The purpose of this Letter of Understanding is to clarify the procedures to be followed in accruing and using compensatory time off for custodial/maintenance and secretarial employees.

2. **Rate of Accrual.** An eligible employee may elect to accrue compensatory time in lieu of being paid for authorized overtime. Such employees may be entitled to compensatory time off/overtime compensation for hours worked in excess of eight (8) hours per day or in excess of forty (40) hours during a regular work week. (See Section 7.4 of the Applicable Collective Bargaining Agreement.)

An eligible employee may not accrue nor use more than twelve (12) hours of compensatory time (i.e., the equivalent of eight (8) hours of authorized overtime).\*

3. **Use of Compensatory Time.** An employee who wishes to use compensatory time will be permitted to do so if such request is received at least forty-eight (48) hours in advance; however, a request for compensatory time off may be denied if the absence of the employee will unduly disrupt the operations of the Employer. It is understood that compensatory time earned during a fiscal year (July 1 - June 30) must be used so that not more than four (4) hours remain by August 15 of the ensuing fiscal year.

Dated: February 20, 1995

Employer:

THREE RIVERS COMMUNITY SCHOOLS  
St. Joseph and Cass Counties,  
Michigan

By:



Robert Swanson, Assistant Superintendent

Association:

THREE RIVERS EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION, MEA/NEA

By:



Doug Dobrowolski, President

\*A custodial/maintenance employee who provides services for an outside activity/group that pays for custodial services may not accrue compensatory time for such services.



