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6/30/94

A G R E E M E N T  
between the  
TRENTON BOARD OF EDUCATION  
and the  
MICHIGAN EDUCATION ASSOCIATION/TESP

*Trenton Public Schools*

Michigan State University  
Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

AGREEMENT

between the

TRENTON BOARD OF EDUCATION

and

MICHIGAN EDUCATION ASSOCIATION/TESP

THIS AGREEMENT dated this 23rd day of January A.D., 1990 by and between the TRENTON PUBLIC SCHOOLS, Wayne County, Michigan, by its BOARD OF EDUCATION (hereinafter referred to as "School District") and MICHIGAN EDUCATION ASSOCIATION/TRENTON EDUCATIONAL SUPPORT PERSONNEL (hereinafter referred to as the "Union");

WITNESSETH:

PURPOSE

It is the intent and purpose of this agreement to set forth herein the basic agreement covering rates of pay, wages, hours of employment, and other conditions of employment, and to mutually promote and maintain orderly and peaceful relations between the School District and it's employees.

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ARTICLE I

Recognition

Pursuant to and in accordance with all applicable provisions of ACT 379 of the Public Acts of 1965, as amended, the School District does hereby recognize Michigan Education Association/TESP as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the TESP included in the bargaining unit specifically listed below, to wit:

Custodian A  
Custodian B  
Custodian C  
Groundsman  
Bus Driver  
Bus Aide  
Cook  
Assistant Cook  
Helper  
Cashier  
Chapter I Aide  
Carpenter  
Heating & Ventilating Mechanic

The following employees are specifically excluded:

Supervisor of Custodians  
Head of Support Service Systems  
Head Custodian - High School  
Head Custodian - Middle School  
Head Bus Driver  
Office Clerical Employees  
Noon Aides  
All Other Supervisors

DEFINITIONS:

For the purpose of this contract, the following definitions of classifications and their annual normal work schedule are as follows:

REGULAR FULL TIME employees are employees whose annual normal work schedule is fifty-two (52) weeks per year, forty (40) hours per week and specifically includes:

Custodian A  
Custodian B  
Custodian - Swing Shift  
Groundsman  
Carpenter  
Heating & Ventilating Mechanic

ARTICLE I - Recognition (continued)

REGULAR PART TIME EMPLOYEES are employees whose annual normal work schedule is less than fifty-two (52) weeks per year and less than forty (40) hours per week, and specifically includes:

CUSTODIAN C whose annual normal work schedule begins on the Monday, two full weeks prior to the beginning of school, and concludes on the Friday, one full week after the closing of school.

BUS DRIVER whose annual normal work schedule begins on the day prior to the beginning of school and concludes on the last day of regularly scheduled classes.

BUS AIDE whose annual normal work schedule begins on the day prior to the beginning of school and concludes on the last day of regularly scheduled classes.

COOK whose annual normal work schedule begins on the day prior to the beginning of school and concludes on the last day of regularly scheduled classes.

ASSISTANT COOK whose annual normal work schedule begins on the day prior to the beginning of school and concludes on the last day of regularly scheduled classes.

HELPER whose annual normal work schedule begins on the first full day of regularly scheduled classes and concludes on the last day of regularly scheduled classes with the exception of helpers in the high school kitchen whose annual normal work schedule concludes on the Friday before the last week of classes.

CASHIER whose annual normal work schedule begins on the first full day of regularly scheduled classes and concludes on the last day of regularly scheduled classes with the exception of the cashiers in the high school kitchen whose annual normal work schedule concludes on the Friday before the last week of classes.

CHAPTER I AIDE whose annual normal work schedule is determined by the administrator responsible for the Chapter I Program.

The CUSTODIAN A is defined as an employee from the Custodian B classification that has successfully completed the intern program set forth in this article.

CUSTODIAN INTERN:

An intern program for the purpose of further training a custodian in the maintenance and care of the district's buildings will be established at the discretion of the Board of Education.

The intern program will be established on an annual basis.

The responsibility of establishing and executing the intern program shall lie with the Assistant Superintendent.

Only those employees of the Custodian B classification are eligible for the internship.

The selection of the intern shall be on a competitive basis. Where qualifications as determined by the Board of Education or its representative, are equal, seniority shall be the determining factor,

ARTICLE I - Recognition (continued)

Any applicant may inquire about the results of the interview from the Assistant Superintendent.

Posting of the intern vacancy shall include the tentative major projects scheduled for the intern year subject to budget approval.

ARTICLE II

Agency Shop

Any present or future employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in the amount equal to the regular monthly dues; provided, however, that any employee whose regular schedule is twenty (20) hours or less per week shall pay an adjusted Union dues amount based on formulas spelled out in the Michigan Education Association Constitution.

Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after the receipt or written notice to the Employer from the Union. The Secretary of the Union will notify the Business Office in writing of any dues changes, and adjusted amounts.

The Union and Employees agree to save and hold harmless the School District from any and all liability in the event that the Agency Shop should be declared illegal by the Courts.

ARTICLE III

Union Dues

Employees may have their monthly membership dues deducted from their earnings by signing the "Authorization for Check-off of Dues" form, hereinafter set forth as Appendix "A" or may pay the same directly to the Union. All deductions shall be authorized voluntarily in writing by individual employees, and deductions shall cease when the Union notifies the School District Business Office in writing.

Employees whose regular work schedule is twenty (20) hours or less in any given week shall be subject to the conditions of Article II, Agency Shop.

The Union and Employees will save and hold harmless the School District for any and all liability in the event that the deduction of Union dues should be declared illegal by the Courts.



## ARTICLE IV

### Grievance Procedure

#### A. Definition

A grievance is defined as a violation of any portion of this contract. A grievance may be initiated by the Union representing an employee, or group of employees, whose name or names will be listed in any written grievance filed. Any individual employee, at any time, may present a grievance and have a grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Collective Bargaining Contract, and if the Union has been given an opportunity to be present at such adjustment. As used in this Article, Union includes an Employee.

#### B. Informal Conference

When an employee(s) becomes aware of a grievance, said employee(s) shall meet with the Supervisor of Custodians, Head Bus Driver or Controller (custodial and grounds personnel with the Supervisor of Custodians, transportation personnel with the Head Bus Driver and Food Service personnel with the Controller) in an informal conference within ten (10) work days after the occurrence. An employee may be accompanied by a Union representative at the informal conference. The Supervisor of Custodians, Head Bus Driver or Controller (whichever is appropriate) will attempt to adjust the grievance and inform the grievant(s) within ten (10) work days after the informal conference. If an informal conference fails to resolve the problem, the grievant(s) may proceed to Step I. If an employee does not proceed to Step I within twenty (20) work days after the informal conference the grievance shall be considered as waived.

#### C. Step I

The grievance shall be reduced to writing, signed, and presented in person to the Assistant Superintendent. The grievance shall be dated, state the facts of the grievance, identifying all provisions of the contract allegedly violated, and indicate the relief requested. An employee may be accompanied and/or represented by the local Union representative, if the employee so desires, to present the formal grievance. The Assistant Superintendent will attempt to resolve the grievance and will submit an answer, in writing, to the aggrieved within ten (10) work days with a copy thereof to the Supervisor of Custodians, Head Bus Driver or Controller (whichever is appropriate) and the President of the Union. If the Assistant Superintendent fails to resolve the grievance, the grievant(s) may proceed to Step II. If the grievant does not proceed to Step II within ten (10) work days after receipt of the Assistant Superintendent's written response, the grievance shall be considered as waived.

ARTICLE IV - Grievance Procedure (continued)

D. Step II

The grievant shall submit the grievance in writing to the Office of the Superintendent. The Superintendent will attempt to resolve the grievance and will submit his answer, in writing, within fifteen (15) work days with a copy thereof to the Assistant Superintendent and the President of the Union.

E. Step III

In the event the aggrieved is not satisfied with the decision of the Employer, the grievance may be submitted to arbitration by the Union delivering written notice to arbitrate to the Employer and the American Arbitration Association within twenty (20) work days after the aggrieved's receipt of the decision of the Employer. The arbitrator shall be selected and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. The arbitrator shall not invade the province of the courts to render opinions on the legality of any provisions of the contract, but rather, the arbitrator shall confine his decision to the sole question of whether or not there has been a violation of this contract. He shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board. The Arbitrator's decision on any issue properly before him shall be final and binding on the Employer and the Union and any employee involved.

- F. Whenever a grievance submitted to arbitration has as a proposed remedy retroactive pay and/or assignment, the Employer and the Union shall mutually attempt to select an arbitrator who shall conduct the hearing within ninety (90) days from the date of submission of the grievance to the arbitrator.
- G. An employee may be accompanied and/or represented by his local Union representative at any stage of the grievance procedure.
- H. An employee may withdraw any grievance filed by himself at any time during the procedure.
- I. At any step of the grievance time limits may be extended by mutual agreement of the employer and the employee, in writing. If so, the new time will prevail. If the employer does not respond to a grievance within the time specified, and no written extension has been mutually agreed upon between the parties, the grievance may be carried to the next step within the prescribed time as if the decision had been rendered on time.

ARTICLE IV - Grievance Procedure (continued)

- J. All meetings and/or hearings pertaining to a grievance shall be conducted during the regular working hours of the grievant(s) without loss of pay for the grievant(s), provided, however, that there shall be no compensation for the grievant(s) and his/her union representative beyond the regular work day of the grievant(s) and his/her union representative. If the grievance is at Step III, and the arbitration hearing is conducted during the regular working hours of the grievant(s) then the grievant(s) and his/her union representative shall be compensated at the regular daily rate for the time necessary to attend the hearing, provided, however, that there shall be no compensation for the grievant(s) and his/her union representative beyond the regular work day of the grievant(s) and his/her union representative.

ARTICLE V

Salary Schedule

- A. The salary schedule for an employee of the bargaining unit shall become effective July 1, 1988.
- B. Second shift custodians shall receive thirty-five (.35) cents per hour shift differential.
- C. Any regular employee designated by the supervisor to substitute in a higher position within the bargaining unit, specifically a Custodian B to substitute for a Custodian A, a bus driver for a bus driver, a food service employee for a food service employee, shall receive the established hourly rate of pay for the actual hours worked in the higher position. For the purpose of this paragraph, higher position is defined to be a position with a greater hourly rate of pay and/or a position with greater regularly scheduled hours per day.
- D. Any employee of the bargaining unit called to work or permitted to come to work without having been properly notified that there will be no work shall receive two (2) hours pay at the employee's regular rate.
- E. Employees of the bargaining unit, required by the district to attend a workshop or institute shall not lose their regular daily rate. If employees of the bargaining unit are required to attend outside of their normal work day, they shall be paid at their regular daily rate.
- F. An allowance for weekend and holiday care of the building shall be made for personnel holding the position of Custodian A in the elementary schools in the amount of three (3) hours of straight time per week payable bi-annually in the first regular pay after January 1 and July 1.
- G. The allowance stated in Paragraph F does not affect the normal forty (40) hour week nor entitle the employee to overtime pay for the weekend and holiday care.
- H. An employee participating in the intern program, as defined in Article I - Recognition, shall be appointed for one year and shall receive a thirty-five (.35) cent per hour adjustment over the Custodian B rate of pay.
- I. The rate of pay for work as defined in Article VII, Paragraph L shall be eight dollars (\$8.00) per hour and any employee of the bargaining unit employed in such work shall not be entitled to any other employee benefits.

ARTICLE V - Salary Schedule (continued)

J. Hourly Rate - 1988/89

<u>Classification</u>	<u>Starting Hourly Rate</u>	<u>Rate at End of 6 months</u>	<u>Maximum</u>
Custodian A	11.18	11.57	12.01
Custodian B	10.09	10.71	10.93
Custodian C	9.15	9.57	9.73
Custodian - Swing Shift	10.44	11.06	11.28
Groundsman	10.09	10.71	10.93
Bus Driver	9.44	9.79	10.31
Cook	8.09	8.48	9.06
Cook's Assistant	7.04	7.37	7.42
Helper	6.86	7.17	7.21
Cashier	--	--	6.01
<u>Skilled</u>			
Carpenter	12.98	13.47	14.19
Heating & Ventilating Mechanic	12.98	13.47	14.19

ARTICLE V - Salary Schedule (continued)

J. Hourly Rate - 1989/90

<u>Classification</u>	<u>Starting Hourly Rate</u>	<u>Rate at End of 6 months</u>	<u>Maximum</u>
Custodian A	11.91	12.32	12.79
Custodian B	10.75	11.41	11.64
Custodian C	9.74	10.19	10.36
Custodian - Swing Shift	11.10	11.76	11.99
Groundsman	10.75	11.41	11.64
Bus Driver	10.05	10.43	10.98
Bus Aide	5.52	6.53	7.01
Cook	8.62	9.03	9.65
Cook's Assistant	7.50	7.85	7.90
Helper	7.31	7.64	7.68
Cashier	--	--	6.40
Chapter I Aide	5.96	6.69	7.20
<u>Skilled</u>			
Carpenter	13.82	14.35	15.11
Heating & Ventilating Mechanic	13.82	14.35	15.11

ARTICLE V - Salary Schedule (continued)

J. Hourly Rate - 1990/91

<u>Classification</u>	<u>Starting Hourly Rate</u>	<u>Rate at End of 6 months</u>	<u>Maximum</u>
Custodian A	12.68	13.12	13.62
Custodian B	11.45	12.15	12.40
Custodian C	10.37	10.85	11.03
Custodian - Swing Shift	11.80	12.50	12.75
Groundsman	11.45	12.15	12.40
Bus Driver	10.70	11.11	11.69
Bus Aide	5.67	6.74	7.26
Cook	9.18	9.62	10.28
Cook's Assistant	7.99	8.36	8.41
Helper	7.79	8.14	8.18
Cashier	--	--	6.82
Chapter I Aide	6.07	6.84	7.39
<u>Skilled</u>			
Carpenter	14.72	15.28	16.09
Heating & Ventilating Mechanic	14.72	15.28	16.09

ARTICLE V - Salary Schedule (continued)

J. Hourly Rate - 1991/92

<u>Classification</u>	<u>Starting Hourly Rate</u>	<u>Rate at End of 6 months</u>	<u>Maximum</u>
Custodian A	13.54	14.01	14.54
Custodian B	12.22	12.97	13.24
Custodian C	11.07	11.58	11.77
Custodian - Swing Shift	12.60	13.34	13.61
Groundsman	12.22	12.97	13.24
Bus Driver	11.42	11.86	12.48
Bus Aide	6.05	7.19	7.75
Cook	9.80	10.27	10.97
Cook's Assistant	8.53	8.92	8.98
Helper	8.32	8.69	8.73
Cashier	--	--	7.28
Chapter I Aide	6.48	7.30	7.89
<u>Skilled</u>			
Carpenter	15.71	16.31	17.18
Heating & Ventilating Mechanic	15.71	16.31	17.18



ARTICLE V - Salary Schedule (continued)

J. Hourly Rate - 1992/93

<u>Classification</u>	<u>Starting Hourly Rate</u>	<u>Rate at End of 6 months</u>	<u>Maximum</u>
Custodian A	14.35	14.85	15.41
Custodian B	12.95	13.75	14.03
Custodian C	11.73	12.27	12.48
Custodian - Swing Shift	13.36	14.14	14.43
Groundsman	12.95	13.75	14.03
Bus Driver	12.11	12.57	13.23
Bus Aide	6.41	7.62	8.22
Cook	10.39	10.89	11.63
Cook's Assistant	9.04	9.46	9.52
Helper	8.82	9.21	9.25
Cashier	--	--	7.72
Chapter I Aide	6.87	7.74	8.36
<u>Skilled</u>			
Carpenter	16.65	17.29	18.21
Heating & Ventilating Mechanic	16.65	17.29	18.21

ARTICLE V - Salary Schedule (continued)

J. Hourly Rate - 1993/94

<u>Classification</u>	<u>Starting Hourly Rate</u>	<u>Rate at End of 6 months</u>	<u>Maximum</u>
Custodian A	15.21	15.74	16.33
Custodian B	13.73	14.58	14.87
Custodian C	12.43	13.01	13.23
Custodian - Swing Shift	14.16	14.99	15.30
Groundsman	13.73	14.58	14.87
Bus Driver	12.84	13.32	14.02
Bus Aide	6.79	8.08	8.71
Cook	11.01	11.54	12.33
Cook's Assistant	9.58	10.03	10.09
Helper	9.35	9.76	9.81
Cashier	--	--	8.18
Chapter I Aide	7.28	8.20	8.86
<u>Skilled</u>			
Carpenter	17.65	18.33	19.30
Heating & Ventilating Mechanic	17.65	18.33	19.30

ARTICLE VI

Overtime Pay

- A. Whenever the need for overtime and/or extra hours opportunities occur for personnel assigned to the day shift, it will be paid for at the rate of time and one-half of the regular rate of pay for hourly rated employees. Swing shift employees shall be paid at the rate of time and one-half pay for the sixth (6th) consecutive day and double time for the seventh (7th) day worked. Whenever the need for overtime occurs for personnel assigned to the afternoon shift, it will be paid for at the regular rate of pay plus shift differential at a rate of time and one-half for hourly rated employees.
- B. It shall be the policy of the School District to make available equal opportunity for all overtime among all eligible employees. Whenever possible, the overtime shall remain with the eligible employees assigned to that building. Once a month, overtime for each building will be posted in the custodial room of that building by the Supervisor of Custodians.
- C. Overtime pay shall occur after the employee has worked eight (8) hours in a day or forty (40) hours in a week.
- D. Overtime pay for Saturdays after forty (40) hours shall be time and one-half.  
Overtime pay for Sundays after forty (40) hours shall be double time.  
Overtime pay for holidays shall be double time plus holiday pay.
- E. Whenever any overtime and/or extra hours opportunities are refused by the employee, such refusal shall be given to the Supervisor of Custodians or the Head Custodian (whichever is appropriate). Such refused offer of overtime and/or extra hours opportunities shall be credited to the employee as if said employee had worked the period of time requested.
- F. Whenever any overtime and/or extra hours opportunities are refused by all the eligible employees of a classification, the employee with the least amount of extra hours of overtime shall work.
- G. Whenever an event or activity is scheduled in a building and is outside the regular hours of the employees of the Custodian A or Custodian B classification assigned to that building, the building shall be attended to by an employee of the Custodian A or Custodian B classification assigned to that building. The assignment of the eligible Custodian A or Custodian B shall be consistent with paragraph E and F of this article.

ARTICLE VI - Overtime Pay (continued)

- H. Food service personnel and bus drivers who work after 6:00 p.m. on any day shall receive shift differential pay until eligible for overtime pay at which time overtime pay shall commence and shift differential pay shall terminate.
- I. Whenever possible, twenty-four (24) hours notice will be given for overtime work, when scheduled events are known in advance.
- J. Anytime an employee of the Groundsman classification or a member of the bargaining unit performing the duties of a Groundsman is required to work more than four (4) hours over a regular eight (8) hour shift, said employee will be compensated with a meal not to exceed in value five (\$5.00) dollars.

ARTICLE VII

Work Week; Work Day

- A. The normal work day for a regular full-time employee shall consist of eight (8) hours on the job plus one (1) hour for lunch for the first shift, and a half-hour for lunch for the second shift, Mondays through Fridays with the exception of the swing shift.
- B. For the purposes of this contract, a swing shift is defined to be a shift whose regular schedule may include Saturday and Sunday. The regular schedule for a swing shift shall be five consecutive days per week. A rotation shift is defined to be a shift which alternates days and afternoons on a weekly basis.
- All custodians shall be subject to assignment on the swing shift and/or rotation shifts on seniority basis. Swing shift custodians shall serve on Saturday, Sunday and holidays as scheduled.
- C. While on the swing shift, custodians shall receive the wage scheduled for swing shift custodians. While on the rotation shift, custodians working the day shift shall receive the wage scheduled for custodians and custodians working the afternoon shift shall receive the wage scheduled for custodians plus the shift premium.
- D. The groundsman shall be subject to substitute assignments in the School District and the rate of pay shall be in compliance with Article V.
- E. Extra hours are defined as any hours worked over and above the employees regular daily schedule. All extra hours worked are to be kept as equal as possible.
- F. Extra hours are charged as the number of hours the employee is compensated. A chart listing the employees of a classification and the extra hours shall be posted daily and updated monthly.
- G. A new employee, or an employee returning from leave will be assigned the same extra hours, plus one (1) hour, of the employee of greatest accumulated extra hours in that occupational group.

ARTICLE VII - Work Week; Work Day (continued)

- H. When teachers and students are not in attendance, the work day will start at 7:00 a.m. and end at 4:00 p.m. for all employees, providing that there are no scheduled activities after 4:00 p.m. In such cases, the regular work schedule for the afternoon shift will prevail.
- I. In the event the Superintendent authorizes the total evacuation of the building, the employees of the bargaining unit shall evacuate the building and report to the Supervisor of Custodians or Head Custodian (whichever is appropriate) for reassignment for the remaining portion of their shift.
- J. A copy of the employee's duties shall be furnished to each employee and to the Secretary of the Union.
- K. When an Act of God has been declared by the Superintendent of Schools and/or his designated administrator, all employees of the bargaining unit reporting for work shall be paid time and one half for the hours worked not to exceed their regularly scheduled work day unless authorized by their supervisor. The employee must report for work within two (2) hours of his/her regularly scheduled starting time and work his/her regularly scheduled hours per day in order to be guaranteed his/her regularly scheduled work day, otherwise, he/she shall be compensated for only the hours worked. Employees not reporting for work shall be docked a days wages or have the option of being charged a Personal Business Day or Vacation Day. After the first day, all employees called to work by the School District will report and be paid at their regular hourly rate.
- L. Any regular part time employee of the bargaining unit may indicate his/her intention and availability to work during the summer, the period they are not regularly scheduled as defined in Article I. Such indication shall be made to the Office of the Assistant Superintendent prior to the closing of the school year. The work shall be in the Service Building as assigned by the Head Bus Driver and the rate of pay for such work is in accordance with Article V, Paragraph I.

ARTICLE VIII

Vacancies, Promotions & Transfers

- A. 1. Whenever a new job or vacancy, as determined by the Board of Education, occurs in the School District, the Board shall publicize the same by posting such job or vacancy in the custodial room and/or kitchen in every school building for seven (7) calendar days. A copy thereof shall be sent to the Secretary of the Union. An employee who is away on vacation or other absence shall be given notice, providing he has left a forwarding address with the Office of the Assistant Superintendent. Any regular employee applying for a vacancy shall be notified of his or her standing in acquiring said position within fifteen (15) work days after the closing of the vacancy.
2. Whenever an employee successfully completes a probationary period on any position and transfers to a different classification, he/she shall be entitled to the rate of pay as if he/she had been employed in that capacity. The employee may, at anytime during the first thirty (30) calendar days in the new classification, opt for a return to the classification from which he/she was transferred. The employee shall be subject to a 90-day evaluation period in the new classification. Seniority within the new classification shall be from day of transfer provided the 90-day evaluation period has been satisfactory.
- B. Any employee may apply for such vacancy. In filling such vacancy, within the bargaining unit, the senior person within the classification of the vacancy will be given opportunity for said position whenever said employee meets the criteria established by the Board. If no employee within the classification applies for said position, the district will employ the bargaining unit applicant of greatest qualification who meets the criteria established by the Board as determined by the Assistant Superintendent and Supervisor of Custodians or Head Bus Driver or Controller, whichever is appropriate. In determining qualifications, the factors of ability, aptitude, competence, efficiency, initiative, leadership, physical fitness, references, seniority, skill, training, and work record will be considered. Should no employee of the bargaining unit apply or be qualified for the vacancy, the district will employ the applicant of greatest qualification who meets the criteria established by the Board in the manner set forth in this paragraph.

ARTICLE VIII - Vacancies, Promotions & Transfers (continued)

- C. Any probationary employee who has completed six months on his or her assignment and desires to transfer from one school or from one shift to another, may make request to the Office of the Assistant Superintendent.

Whenever an employee transfers to a different position, or new classification, the employee shall remain in that capacity for a period of sixty (60) days before being eligible to transfer to another school, shift or classification unless a Custodial Intern position becomes available or by written permission of the Assistant Superintendent.

- D. After successful completion of the Intern Program, the Custodian A shall be assigned by the Assistant Superintendent. Should the assignment of the Custodian A necessitate a transfer of a seniority employee, the transfer shall be in accordance with the provisions of Article XX, Paragraph C.



ARTICLE IX

Vacation

- A. Regular full time employees who have been working for the school district for a period of one (1) year shall be granted ten (10) days vacation with pay. The regular full time employee's eligibility for said vacation shall commence on the anniversary of the date of employment.
- B. Regular full time employees of the school district shall be granted the following:
- Seven (7) years or more -  
Fifteen (15) days vacation with pay
  - Fourteen (14) years or more -  
Twenty (20) days vacation with pay
  - Eighteen (18) years or more -  
Twenty-five (25) days vacation with pay
  - Twenty-one (21) years or more -  
Thirty (30) days vacation with pay
- C. Regular full time employees eligible for vacation shall take only full days of vacation.
- D. Earned vacation days do not carry over to the next seniority year.
- E. Regular part time employees whose regular work schedule is a minimum of four (4) hours per day shall be granted vacation pay in lieu of days off according to the following schedule. The pay shall be on the basis of the employee's regular normal work day.
- One (1) year or more -- eight (8) days of pay
  - Nine (9) years or more -- twelve (12) days of pay
  - Fourteen (14) years or more -- sixteen (16) days of pay
  - Eighteen (18) years or more -- twenty (20) days of pay
  - Twenty-one (21) years or more -- twenty-five (25) days of pay
- F. Those regular part time employees eligible for vacation pay may opt for vacation days off according to the following procedure:
1. On or before June 1, each eligible employee will advise the office of the Assistant Superintendent as to the number of days to be paid in lieu of days off and the number of vacation days said employee is opting for during the succeeding normal work year.
  2. The vacation days opted for in the succeeding normal work year must be taken during the succeeding normal work year. Unused vacation days do not carry over to successive work years.

ARTICLE IX - Vacation (cont.)

3. Only full days of vacation may be taken.
  4. Each employee's vacation pay for days off shall be based on the number of hours per day and the hourly rate of the classification in effect during the time the vacation days were earned.
  5. A regular part time employee whose classification seniority date indicates said employee worked more than ninety (90) days in the initial work year of vacation eligibility shall have the initial year count as a full year with respect to the schedule defined in Paragraph E. hereof.
  6. There shall be no more than two (2) regular part time employees of the same classification on vacation at the same time. If more than two (2) of said employees request vacation days at the same time, the vacation days requested shall be approved for the two (2) employees of greatest seniority.
- G. Vacation days for both regular full time and regular part time employees are to be scheduled at least five (5) working days in advance. Failure to do so may result in a disapproval of said vacation.
- H. Employees who leave the employment of the Board of Education for the purpose of retirement, having qualified for retirement under the Michigan School Employees Retirement System, shall be reimbursed for accumulated vacation days. However, no person shall be entitled to pay for more vacation days than he can accumulate in a twelve (12) month period.
- I. Employees of the Bus Aide and/or Chapter I Aide classification are not eligible for vacation days and/or vacation pay.

## ARTICLE X

### Seniority

#### Definition and Scope

- A. For the purpose of this contract, seniority shall be defined as the total length of service from the date of employment in the Trenton Public Schools, providing said service was in a non-certificated position (custodial service, transportation service, or food service) under the contractual agreement or appointed by the Board of Education for an annual salary. Seniority shall be from the date of hire provided the probationary period has been successfully completed.
- B. For the purposes of this contract, seniority within a classification shall be defined as the length of service from the date of employment in said classification provided the probationary period has been successfully completed.
- C. For the purposes of this contract, a classification shall be defined as those classifications listed in Article V of this contract.
- D. When ranking the employees of a classification in seniority order, if two or more employees have the same seniority date, they shall be ranked by the last four digits of their respective social security numbers, the one with the higher number being given higher seniority rank.

#### Loss of Seniority

- E. An employee shall lose seniority if the employee quits or fails to report for three (3) consecutive working days without notice to the Employer.
- F. An employee shall lose seniority if the employee is discharged and the discharge is not reversed through the grievance procedure.
- G. An employee shall lose seniority if the employee fails to return within the proper recall period from lay-off.
- H. An employee shall lose seniority if the employee fails to return from any leave.
- I. Only by mutual agreement of Employer and Union may there be exceptions to Paragraphs G & H of the Article.

ARTICLE X, Seniority (continued)

Seniority List

- J. The seniority list, established on the date of mutual ratification of this Agreement, shall list the names, classification seniority, and district seniority.
- K. The Employer shall keep the seniority list up-to-date at all times and will provide the Local Union President, and/or the Secretary Treasurer, with a copy upon the President's request.
- L. Personal leaves shall not be considered as interrupting seniority.

ARTICLE XI

Holidays

- A. Regular full time employees are entitled to the following days as holidays without loss of pay provided said days do not conflict with the regular school schedule as defined in Paragraph E, hereof:

New Year's Eve  
New Year's Day  
Good Friday  
Easter Monday  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
The Day After Thanksgiving  
Christmas Eve  
Christmas Day  
The Day After Christmas

- B. Regular part time employees are entitled to the following days as holidays without loss of pay provided said days do not conflict with the regular school schedule as defined in Paragraph E, hereof:

New Year's Day  
Good Friday  
Easter Monday  
Memorial Day  
Labor Day  
Thanksgiving Day  
The Day After Thanksgiving  
Christmas Eve  
Christmas Day  
The Day After Christmas

- C. Employees of the Custodian C classification, Bus Driver classification, and Food Service personnel, are entitled to the Fourth of July and New Year's Eve as a holiday without loss of pay in addition to those holidays listed in Paragraph B, hereof, provided said employee works the regularly scheduled day immediately preceding the holiday.

- D. Holiday pay will be computed on the basis of the individual employee's normal regular work day.

ARTICLE XI - Holidays (continued)

- E. When any of the holidays listed in Paragraph A or Paragraph B, hereof, occur on a nonscheduled work day (weekend), each employee shall be granted a compensatory day. The compensatory day shall not interfere with the normal operation of the educational program in the School District. The Superintendent of Schools, after prior consultation with the President or other designated representative of the Union, shall determine when compensatory days shall be taken. Ample notice of this determination shall be given all employees.
- F. When the full day prior to Christmas Day and the full day prior to New Year's Day occur on a scheduled day each employee shall be granted a compensatory day. The compensatory day shall not interfere with the normal operation of the educational program in the School District. The Superintendent of Schools shall determine when compensatory days shall be taken. Ample notice of this determination shall be given all employees.
- G. 1. For the 1989-90 school year, employees of the Bus Aide and/or Chapter I Aide classification are entitled to the following days as holidays without loss of pay provided said days do not conflict with the regular school schedule as defined in Paragraph E, hereof:

The Day After Thanksgiving  
Good Friday  
Memorial Day

2. For the 1990-91 school year and the remaining term of this contract, employees of the Bus Aide and/or Chapter I Aide classification are entitled to holidays without loss of pay as defined in Paragraph B, hereof.

ARTICLE XII

Sick Leave

- A. Sick leave is defined as a time of employee absence during the employee's regular work schedule because of personal illness or disability during which time the employee is granted income protection by the Board of Education. Sick leave shall not be used for recreational activities, extending vacation or participating in any form of work stoppage. Upon successful completion of the probationary period, the employee's district seniority date will be the base date for benefits defined in Paragraphs C and D.
- B. Upon employment, a probationary employee is entitled to twenty (20) days of income protection at the employee's regular daily rate.
- C. Upon achieving regular employment status, a regular full time employee is entitled to five (5) days of income protection at the rate of 100% of the employee's daily rate. Starting with the sixth (6th) day of absence for personal illness or disability, a regular full time employee is entitled to one year of income protection at the rate of 70% of the employee's daily rate.
- D. Upon achieving regular employment status, a regular part time employee is entitled to five (5) days of income protection at the rate of 100% of the employee's daily rate. Starting with the sixth (6th) day of absence for personal illness or disability, a regular part time employee, with the exception of an employee of the Bus Aide and/or Chapter I Aide classification, is entitled to one year of income protection at the rate of 70% of the employee's daily rate.
- E. The Board of Education agrees to provide an accident and sickness disability benefit for all members of the bargaining unit, excluding employees of the Bus Aide and/or Chapter I Aide classification.

For regular full time employees the long term disability benefit is to commence the day following the expiration of the short term disability as defined in Paragraph C, hereof, and continue to the employee's sixty-fifth (65th) birthday. The regular full time employee shall be entitled to income protection at the rate of 60% of the employee's daily rate.

For regular part time employees the long term disability benefit is to commence on the day following the expiration of the short term disability as defined in Paragraph C, hereof, and continue to the employee's sixty-fifth (65th) birthday. The regular part time employee shall be entitled to income protection at the rate of 60% of the employee's daily rate.

ARTICLE XII - Sick Leave (continued)

- F. An employee of the bargaining unit shall contribute to his/her personal bank of sick days in the following manner:  
An employee is entitled to five (5) days per year of income protection at a rate of 100% of said employee's daily rate.  
At the end of the work year following the employee's district seniority date all unused sick days to a maximum of five (5) and all unused personal business days to a maximum of three (3) will be added to the five (5) days so as to build a personal bank of days for which the employee shall have income protection at a rate of 100% of said employee's rate.  
The employee's personal bank of sick days shall be allowed to accumulate in the aforesaid manner to a maximum of twenty (20) days.  
No employee of the bargaining unit shall be entitled to more than twenty (20) days of income protection at a rate of 100% of said employee's daily rate in a work year.
- G. Changes in the amount of daily benefit for an insured person due to a change in the daily rate of pay shall become effective automatically on the first day of the month coincident with or next following such change in the daily rate of pay.
- H. Employees entitled to the disability benefits under any Worker's Compensation Law, employee's liability law, Social Security Act, or similar laws, the benefits otherwise payable hereunder will be reduced so that the amount of disability under such law or laws plus the reduced amount payable hereunder shall not exceed 70% of the insured's daily rate of pay for the time period defined in Paragraph C or D, hereof, and shall not exceed 60% for the time period defined in Paragraph E, hereof.
- I. After five or more consecutive days of illness, or if a pattern of continuous absence occurs, a medical certificate may be required before the employee may return to work and before the employee can qualify for the income protection provisions of this section. After a period of six consecutive weeks and every four weeks thereafter, a physician's statement indicating an inability to return to normal duties must be submitted to continue under the income protection provision of this section.
- J. If a challenge is made by the school physician to the medical certificate regarding the employee illness, the employer reserves the right to send the employee to the University of Michigan Medical Center for a complete physical examination at the school district expense, including transportation and/or mileage to and from the Center.
- K. Income protection, as defined in this article, shall be granted for the temporary disabling period of time caused by illness due to disabilities caused or contributed to by pregnancy, miscarriage, and childbirth. The temporary disabling period of time shall include childbearing time and the normal recovery time thereafter, but shall not include the child care period of time for which an employee is entitled to apply for child care leave, as provided for in Article XXV - Maternity Leave.



ARTICLE XII - Sick Leave (cont.)

- L. Routine physician's appointments by employees, as opposed to emergency physicians' care, do not qualify for sick leave.
- M. Hospital outpatient appointments of employees, which cannot be scheduled during off working hours, shall qualify for sick leave. It is the responsibility of the employee to schedule outpatient appointments outside of regular working hours unless emergencies dictate otherwise.
- N. Noncertified temporary employees do not qualify for sick leave.
- O. Income protection granted because of illness will cease upon the commencement of child care leave or leave of absence.
- P. An employee is granted income protection under the provisions of the sick leave policy if he or she is in quarantine.
- Q. Employees of the bargaining unit are not entitled to pay for unused sick leave days upon retirement or when leaving the employment of the Trenton Public Schools for any reason.
- R. An annual audit will be made of employee absence and administrative review will occur with those employees who have established a pattern of continuous and/or excessive absence.
- S. Employees working outside their regular work schedule as defined in the recognition article do not qualify for the benefits listed in this article.
- T. Sick leave income protection will be forfeited if the employee absence results from deliberate self-inflicted injury.
- U. The administration will make every reasonable effort to call in substitute men and women to work to replace any employee absent from work when it is deemed necessary by the administration.
- V. Employees of the bargaining unit while under the income protection program as defined in this article shall be entitled to all employee benefits listed in Article XVII with the exception of uniforms.
- W. Employees of the Bus Aide and/or Chapter I Aide classification are entitled to five (5) days per year of income protection at the rate of 100% of the employee's daily rate for the temporary disabling period of time caused by illness or disability. At the end of the school year, all unused sick days to a maximum of five (5) and the unused personal business day shall be accrued to the employee's personal bank of days for which said employee shall be entitled to income protection at a rate of 100% of said employee's daily rate. The employee's personal bank of sick days shall be allowed to accumulate in the aforesaid manner to a maximum of twenty (20) days.

Employees of the Bus Aide and/or Chapter I Aide classification are not entitled to income protection beyond the allocated or accumulated number of sick days.

ARTICLE XIII

Physical Examination

- A. All employees shall submit to a general physical examination by the school physician with chest X-rays and blood tests to be taken at places designated by the school physician and are to be in accordance with State Law, Board of Education policies and whenever the Administration deems it to be in the best interest of the welfare of the students.
- B. The Board of Education shall pay for the cost of the physical examination and necessary tests.
- C. If either the employee or the Board of Education is dissatisfied with the results of the examination, the results of the clinical services of the University of Michigan Hospital or Henry Ford Hospital shall supersede those of the school physician, the protesting party bearing the expense of the examination.
- D. In order to protect the children, the Board of Education shall require that records of the physical examination and blood tests be filed in the Office of the Assistant Superintendent before an employee shall be permitted to assume his or her duties for the ensuing year.

ARTICLE XIV

Retirement

- A. School District employees must retire by the 30th day of June immediately following their 70th birthday.
- B. School District employees are not entitled to pay for unused sick leave days upon retirement.
- C. Upon retirement from the district, School District employees that have been employees of the district a minimum of fifteen (15) years will receive ten (10) days' pay. Said employees will receive one additional days pay for each full year of service thereafter to a maximum of thirty (30) days. The pay shall be on the basis of the employee's hourly rate during the last year of service.

## ARTICLE XV

### Leave of Absence

- A. Leave of absence is defined as an extended time of employee absence for reasons approved by the Board of Education. Seniority shall continue to accumulate for employees on leave of absence.
- B. A leave of absence without pay may be granted for the following reasons: Health, professional study, tour of duty in the Armed Forces. A leave of absence for a personal reason may be granted for a period of not less than ten working days nor more than twenty working days. No more than one or 10%, whichever is greater, of the employees per classification shall be granted a leave of absence for a personal reason at the same time.
- C. A leave of absence may be granted to an employee for the reasons outlined in the foregoing paragraph upon the recommendation of the Superintendent to the Board of Education.
- D. All leaves of absence shall be without pay.
- E. While on leave of absence in excess of 20 working days, the employee will not be eligible for the following benefits, including but not by way of limitation, vacation pay, sick leave, hospitalization, disability, life insurance, paid physical examinations, however, said employees may apply for any continuing programs without cost or liability to the employer with any premiums to be paid direct to the carrier.
- F. In order to be eligible for a leave of absence, except in the case of compulsory military service, an employee must have completed his probationary period with satisfactory service.
- G. An employee returning from sick leave of absence shall be placed at the step on the salary schedule where he would have been if he had continued working, providing he had worked for the School District for at least one year prior to taking the leave of absence.
- H. Leaves of absence shall not extend beyond one year except in the case of compulsory military service.
- I. An employee desiring to return from leave of absence should provide a thirty-day written notice to the Office of the Superintendent.

ARTICLE XV, Leave of Absence (cont.)

- J. Whenever an employee is granted a leave of absence for a one year period, said employee shall be granted reemployment within thirty (30) days after filing application of desire to return to work following a leave of absence. If no job is available, the employee with the least seniority in the returning employee's classification shall be laid off and the returning employee assume that job.
- K. Temporary and probationary employees shall not qualify for leave of absence.
- L. Extensions of a leave of absence or a second leave of absence may be granted upon the recommendation of the Superintendent of Schools to the Board of Education.
- M. A leave of absence for reasons of health may be granted by the Board of Education upon the recommendation of a physician, provided however, the Board of Education reserves the right to submit the employee to an examination by the school physician.
- N. Leaves of absence shall only be granted to those employees who intend to return to the service of the Trenton Board of Education at the termination of the leave.
- O. Application for leaves of absence shall be submitted not later than thirty (30) days before the next regular scheduled Board meeting prior to the commencement of the desired leave with the exception of unforeseen circumstances.

ARTICLE XVI

Paid Absence For Personal Business

- A. Three (3) days per year shall be provided each regular employee as absence for personal business and for which the employee shall be compensated.

One (1) day per year shall be provided each regular employee of the Bus Aide and/or Chapter I Aide classification as absence for personal business and for which the employee shall be compensated.

- B. It is agreed that personal business days are provided for personal business obligations which cannot be met outside the regular work day.  
It is further agreed that a personal business day shall not be used for recreational activities, holidays or vacation days. Employees shall not be eligible for personal business days prior to or after holidays or vacation days, unless the employee shows the necessity for such leave on either of these in writing and receives approval from the Office of the Assistant Superintendent.
- C. The employee shall arrange the day of absence for personal business with the Assistant Superintendent two (2) working days prior to the day required, whenever possible.
- D. The employee requesting the personal business day shall be required to divulge the nature of such business in general terms, but without obligation to set forth the nature of such business in specific terms.
- E. Absences for personal business will not be deducted from sick leave days.
- F. All employees of the bargaining unit, in the case of death in the immediate family, (parent, spouse, sister, brother, child, mother-in-law or father-in-law) will qualify for pay for up to five (5) days of absence; and in the case of death of grandparents, will qualify for pay up to three (3) full days of absence; and in the case of death of a close associate or relative other than a member of the immediate family, will qualify for pay up to one (1) full day of absence.
- G. If an employee of the bargaining unit is required to serve on a jury panel, the employee will be paid the difference between the employee's regular daily pay and the pay received for the performance of the jury obligation. Any monies paid by the Federal, State or County governments for meals and travel expenses incurred by the employee in performance of the jury obligation are to be retained by the employee and are not a factor in determining the paid difference.
- H. A leave for personal business is to be a minimum of one-half day of the employee's regular work day, however, a minimum of two (2) hours from an established run of two (2) hours or less, or a minimum of a full run shall apply to transportation employees.

ARTICLE XVII

Employee Benefits

A. Uniforms for members of the bargaining unit are as follows:

(1) All regular full time employees and the employees of the Custodian C classification will be provided with five (5) uniforms.

(2) Employees of the Groundsmen classification will be provided with a winter jacket.

(3) Employees of the Bus Driver classification will be provided with five (5) uniforms.

(4) Employees of the Food Service classification will be provided with five (5) uniforms.

(5) Uniforms will be replaced on an as need basis and in accordance with the following procedure:

(a) the employee will present the uniform to be replaced to his/her immediate supervisor.

(b) the supervisor will replace the worn or damaged uniform within a reasonable period of time.

(6) All uniforms provided to the members of the bargaining unit are to be laundered and maintained by the employee.

(7) All employees of the bargaining unit are to wear uniforms provided when, and only when, on duty. Only by supervisor approval can an employee be on duty and out of uniform.

B. The Board of Education agrees to pay into the Blue Cross-Blue Shield Hospital-Medical Insurance Plan the cost for the regular full time employee and his/her immediate family the full annual premium for Comprehensive Hospital Care Certificate, Semi-Private Room, Blue Cross 65 G.B., MVF-I Preferred Group, Blue Shield 65 G-I, and Master Medical Supplemental Benefit, Master Medical 65 Certificate with Riders D-45 NM, F, SA, G 65-D, COB-2, ML, \$2-PD, CB-2, SDGB and MM-M.

Only regular full time employees and the employees of the Custodian C classification shall qualify for this benefit.

C. All regular part time employees of the bargaining unit, with the exception of the employees of the Bus Aide and Chapter I Aide classification, will be granted forty (.40) cents per hour for the school year 1988-89, fifty (.50) cents per hour for the school year 1989-90, and sixty (.60) cents for the remaining term of the contract in lieu of hospital-medical insurance benefits. The aforesaid rate per hour is in addition to the base rate as defined in Article V, Paragraph J of this contract.

ARTICLE XVII, Employee Benefits (cont.)

- D. Regular full time employees will qualify for a group term life insurance of \$22,000 per year. Only regular full time employees and the employees of the Custodian C classification shall qualify for this benefit.

Those regular full time employees retiring after fifteen years of service and after ratification of this agreement shall be entitled to term life insurance protection in the amount of \$11,000 until the retired employee reaches the age of 65, at which time the amount of insurance will be reduced to \$6,000.

Regular part time employees whose regular work schedule is twenty (20) hours per week or more will qualify for a group term life insurance of \$9,000 per year.

Those regular part time employees that qualify for the term life insurance benefit and retiring after fifteen years of service and after ratification of this agreement shall be entitled to term life insurance protection in the amount of \$4,500 until the retired employee reaches the age 65 at which time the amount of insurance will be reduced to \$2,500.

- E. The Board of Education agrees to pay into a Dental Insurance Plan the full cost of the premium for the employee and his immediate family. The plan to be equivalent to the Delta Plan, Class I and II at a 70/30 co-insurance with 50/50 co-insurance for orthodontic benefits, subject to further specific language on the plans.

Only regular full time employees and the employees of the Custodian C classification shall qualify for this benefit.

- F. The Employer agrees to pay into a Vision Care Insurance Plan the full cost of the premium for the employee and his immediate family. The plan to be equal to the M.E.S.S.A. Full Family Vision Care Plan VSP-3.

Only regular full time employees and the employees of the Custodian C classification shall qualify for this benefit.

- G. Employees of the Bus Aide and/or Chapter I Aide classification are specifically excluded from any of the benefits defined in this article.

- H. Any additions, deletions, or modifications in benefits defined in this article will become effective as soon as practical upon ratification of this contract.



ARTICLE XVIII

No Strike Clause

The union specifically agrees to bind its members to recognizing the intent and letter of Act 379 of the Public Acts of 1965 which specifically prohibits any strike by public employees.

ARTICLE XIX

Probationary Employees

- A. New regular employees hired into the bargaining unit shall be considered as probationary employees for the one-hundred eighty (180) calendar days of their employment. The one-hundred eighty (180) calendar days probationary period shall be accumulated within not more than two-hundred ten (210) calendar days. When an employee has completed his probationary period by accumulating one-hundred eighty (180) calendar days, he/she shall be entered upon the seniority list of the unit, and shall rank for seniority from the first day of employment within the one-hundred eighty (180) calendar day period.
- B. The Union shall represent regular probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and conditions of employment as set forth in this Agreement, except discharged and disciplined employees for other than Union activity.
- C. There shall be no seniority among probationary employees.

ARTICLE XX

Lay-off and Recall

Lay-off Procedure

- A. When there is a decrease in the working force, temporary and probationary employees will be laid-off in that order before regular employees on a district-wide classification basis, as defined in the Recognition Article of this contract, provided the seniority employees possess the necessary qualifications to perform the available work.
- B. Seniority employees will be laid-off according to seniority within the classification, provided the greater seniority employees possess the necessary qualifications to perform the available work. However, the employer shall not be required to promote an employee at time of lay-offs unless he has previously and satisfactorily performed the higher-rated job and/or possesses the necessary qualifications to perform the available work.
- C. Unless an employee is the least senior person in the classification, the employee affected by a reduction in a classification shall replace the employee of least seniority of said classification. If the laid-off employee is in the affected classification as a result of a transfer from another classification, the employee shall replace the lowest seniority employee of the classification from which the employee transferred, providing the employee's district seniority is greater.
- D. Employees to be laid-off for an indefinite period of time will have at least ten (10) working days notice of lay-off. The Local Union Secretary will be notified with a list from the Employer of the employees being laid-off on the same date the notices are issued to the employees.

Recall Procedure

- E. When the working force is increased after a lay-off, employees will be recalled according to seniority within a classification provided the greater seniority employees possess the necessary qualifications to perform the available work.
- F. Seniority of an employee who is re-employed from a seniority list in the same classification from which he was laid-off shall be restored to the status as of the date he left the service of the Employer.

ARTICLE XX - Lay-off and Recall (continued)

- G. Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report for work within ten (10) working days from the date of mailing of notice of recall he shall be considered a quit.
- H. When a vacancy occurs within a classification, the recall procedure shall take precedent over the promotional or transfer procedure.
- I. Every reasonable effort will be made to give first priority as a substitute in the classification to a seniority employee laid-off from that classification.

ARTICLE XXI

Management Rights Clause

The Union recognizes the right of the School District to hire, promote, transfer, suspend or otherwise discipline or discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided. It is further understood and agreed that any of the powers and authority given to the School District by the Michigan Constitution or State Statute prior to the signing of this or any other agreement are retained by the School District, excepting those specifically approved, declared or granted by this Agreement.

ARTICLE XXII

Special Provisions: Bus Drivers - Bus Aides

The singular purpose of the transportation department of the Trenton Public Schools is to provide a safe and efficient transportation service to the students and staff of the Trenton Public Schools. In addition, transportation services may be provided to appropriate community groups as defined in the Michigan General School Laws and approved by the Trenton Board of Education.

I. BUS DRIVERS

(A) GENERAL

1. All bus drivers, in the performance of their duty, shall comply with the laws of the State of Michigan and the rules and regulations of the State of Michigan, Department of Transportation.
2. All bus runs shall be taken by bus drivers, providing such bus drivers are available. Otherwise, the School District may use employees who are certified and licensed to drive.
3. Buses of the district are to be used for authorized transportation only. Any unauthorized use of buses shall result in disciplinary action.
4. All drivers shall be in the uniform provided by the district at all times of employment unless approval to be out of uniform is granted by the Head Bus Driver.
5. Any activity that requires a bus driver to stay overnight, the bus driver will be paid sixteen (16) hours or the actual work day whichever is less for any twenty-four hour period.

(B) ESTABLISHING RUNS

1. All assigned routes will be established by the Head Bus Driver. Such routes may be changed only by the Head Bus Driver in the best interest of the School District.
2. Bus drivers will be paid only for the length of time worked as posted and verified by the Head Bus Driver. However, bus drivers will not be required to report for work for less than two (2) hours pay unless such time continues the driver's regular hours or runs into their regular assigned route hours. During the said two (2) hour period, a bus driver may be required to perform assignments by the Head Bus Driver consistent with the duties of a bus driver as defined in the Board of Education Policy Manual.

(C) BIDDING PROCESS

1. Bus drivers shall begin the school year with the same runs with which they concluded the previous school year. In the event of personnel changes in the bus driver classification, the Head Bus Driver will assign those runs absent a bus driver. Said assignment shall be in effect until the Monday of the week following the week of the bidding process.
2. Bus drivers will apply for the posted assignments during the week immediately following the fourth Friday of the school year. The senior person will be given first opportunity for said assignment, unless the Head Bus Driver determines that the driver is unable to handle the particular assignment. In that event, a copy of the Head Bus Driver's determination will be furnished in writing to the employee with a copy thereof to the Secretary to the Union.
3. The assigned runs, as a result of the bidding process defined in Paragraph C2, shall be in effect on the Monday following the week of the bidding process.

(D) EXTRA HOURS

1. Extra hours are defined as any hours worked over and above the employee's regular daily schedule. All extra hours worked are to be kept as equal as possible.
2. Extra hours are charged as the number of hours the employee is compensated. A chart listing the employees of a classification and the extra hours shall be posted daily and updated weekly.
3. If a driver wishes to refuse extra hours, they will indicate refused on the trip sheet not less than 48 hours before the trip is scheduled. (except in an emergency)
4. There will be no charge for any trip unless 24 hours notice is given. A driver will be charged the amount of hours they would have gained, had they taken the refused trip.
5. Extra hours will carry over from June to September.

(E) SUMMER RUNS

1. If possible, regular summer runs will be posted two (2) weeks prior to the end of the school year. Regular drivers shall be entitled to the extra hour runs.

ARTICLE XXII - Special Provisions: Bus Drivers - Bus Aides (cont.)

2. Drivers with the most seniority will be given first chance at one summer assignment.
3. A bus driver bidding for an receiving a regular summer run shall complete that assignment in its entirety. Failure to complete the assignment may result in the driver forfeiting the right to bid on the summer runs of the following year.
4. Summer runs are not to be considered as an extension of the normal regular work year. Bus drivers bidding for and receiving summer runs will be compensated at their regular rate per hour plus the rate per hour in lieu of hospital-medical insurance as defined in Article XVII, Paragraph C. Bus drivers bidding for and receiving summer runs are not entitled to any of the other benefits defined in this contract, except for funeral days and unused personal business days.
5. Summer trips will be posted and assigned on Friday. Drivers will pick up trip sheets before 1:00 p.m. If a driver fails to pick up a trip sheet, they will be charged the hours for the trip.
6. Summer hours will not carry over to the following summer.

II. BUS AIDES

(A) GENERAL

1. All bus aides, in the performance of their duty, shall comply with the laws of the State of Michigan and the rules and regulations of the State of Michigan, Department of Transportation.

(B) ESTABLISHING RUNS

1. All assigned routes will be established by the Head Bus Driver. Such routes may be changed only by the Head Bus Driver in the best interest of the School District.
2. Bus aides will be paid only for the length of time worked as posted and verified by the Head Bus Driver. However, bus aides will not be required to report for work for less than two (2) hours pay unless such time continues the aide's regular hours or runs into their regular assigned route hours. During the said two (2) hour period, a bus aide may be required to perform assignments by the Head Bus Driver consistent with the duties of a bus aide as defined in the Board of Education Policy Manual.



(C) BIDDING PROCESS

1. Bus aides shall begin the school year with the same runs with which they concluded the previous school year. In the event of personnel changes in the bus aide classification, the Head Bus Driver will assign those runs absent a bus aide. Said assignment shall be in effect until the Monday of the week following the week of the bidding process.
2. Bus aides will apply for the posted assignments during the week immediately following the fourth Friday of the school year. The senior person will be given first opportunity for said assignment, unless the Head Bus Driver determines that the aide is unable to handle the particular assignment. In that event, a copy of the Head Bus Driver's determination will be furnished in writing to the employee with a copy thereof to the Secretary to the Union.
3. The assigned runs, as a result of the bidding process defined in Paragraph C2, shall be in effect on the Monday following the week of the bidding process.

(D) SUMMER RUNS

1. If possible, regular summer runs will be posted two (2) weeks prior to the end of the school year. Regular bus aides shall be entitled to the extra hour runs.
2. Bus aides with the most seniority will be given first chance at one summer assignment.
3. A bus aide bidding for and receiving a regular summer run shall complete that assignment in its entirety. Failure to complete the assignment may result in the aide forfeiting the right to bid on the summer runs of the following year.

ARTICLE XXIII

Discipline and Discharge

- A. The district will adhere to a practice of just cause in all discipline/discharge cases.
- B. The employee may request a union representative to be present at any meeting in which discipline or discharge proceedings are to take place.
- C. Should a meeting in which discipline or discharge proceedings are to take place result in an action to discipline or discharge the employee, the findings and decisions of the Board's representative(s) shall be reduced to writing, filed in the employee's personnel file and a copy thereof given to the employee. The employee may reply in writing within five (5) calendar days from the receipt of the written decision and such reply shall be filed in the employee's personnel file. If the employee disagrees with any such act of discipline or discharge, said employee shall be entitled to process an appeal in accordance with the provisions of the Grievance Article.

ARTICLE XXIV

General Provisions

- A. In the language of the contract, the use of either the male or female gender is not intended to be discriminatory.
- B. Each employee shall have the right by appointment to examine the contents of his/her own personnel file. Privileged information such as confidential credentials, reports and related personal references normally sought at the time of employment are specifically exempted from examination. The examination shall be made in the presence of the administrator responsible for the safekeeping of these files, which the parties acknowledge are the property of the school district and not to be removed from the office of the administrator. In this examination, the employee may be accompanied by a representative delegated by the Union, provided the employee gives his/her consent to the third party's presence to the administrator. The material examined may be copied by the employee. If the employee requests electronic copies of the material, he/she shall pay a reasonable cost as determined by the Business Office.

ARTICLE XXV

Maternity Leave

- A. A maternity leave shall be granted without pay and employee benefits for a period of one (1) year to any applicant who has completed a probationary period in the School District. Further extension shall be at the discretion of the Board.
- B. An Employee requesting such leave shall file her written request with the Office of the Superintendent six (6) months before the expected birth of the child, indicating the requested date the leave is to commence together with a doctor's statement certifying pregnancy and the expected date of birth. If the employee desires to work beyond the sixth (6th) month of pregnancy, she must file a statement from her doctor prior to the sixth (6th) month and monthly thereafter certifying her fitness to perform all her normal and regular duties and functions.
- C. Probationary employees shall not qualify for a maternity leave of absence.
- D. The leave of absence shall be granted without pay and shall be renewable in writing annually for a maximum of three (3) years.
- E. An employee shall be guaranteed re-employment within thirty (30) days after filing application to resume employment following her maternity leave.
- F. An employee may qualify for return from maternity leave upon submission of a physician's release to work.
- G. An employee whose pregnancy does not go full term may qualify for return upon submission of a physician's release.
- H. Employees who adopt children may apply and will qualify for maternity leave of absence.
- I. An employee returning from maternity leave shall be placed at the step on the salary schedule where she would have been if she had continued working, providing she had worked for the School District for at least one (1) year prior to taking the maternity leave.

ARTICLE XXVI

Special Provisions - Chapter I Aides

- A. The Chapter I program is fully-funded by the Federal government through the Michigan State Department of Education. As a consequence, the Department of Education exercises its right to expand, modify, or terminate the program as it deems necessary and appropriate. Therefore, Chapter I Aides shall be subject solely to the provisions of this Article XXVI, anything herein to the contrary notwithstanding.
- B. Employees of the Chapter I Aide classification are subject to the directives of the Michigan Department of Education regarding the Chapter I program. The program is administered by the Trenton Public Schools in strict compliance with the rules and regulations governing the program.
- C. In the event the Chapter I program is terminated, all employees of the Chapter I Aide classification shall have their employment with the Trenton Public Schools terminated.
- D. It is recognized that the MEA-TESP is the sole bargaining agent for the employees of the Chapter I Aide classification who are subject to the provisions of this Agreement.
- E. Seniority within the Chapter I Aide classification shall be from the date of hire provided a probationary period of ninety (90) calendar days has been successfully completed.
- F. When ranking employees in seniority order, if two or more employees have the same seniority date, they shall be ranked by the last two digits of their respective social security numbers, the one with the higher number being given higher seniority rank.
- G. When an employee(s) of the Chapter I Aide classification becomes aware of a grievance, said employee(s) shall meet with the Administrative Assistant in an informal conference within ten (10) work days after the occurrence.

## ARTICLE XXVII

### Termination

This agreement is to become effective upon ratification by both parties, except as to wages which are retroactive to July 1, 1991 and shall remain in full force and effect until midnight of June 30, 1994. This agreement shall automatically be extended for such subsequent yearly period unless either party, desiring to negotiate a new agreement shall give notice in writing to the other party at least ninety (90) days prior to the expiration date or extended expiration date.

The party desiring to amend or modify shall set forth in the ninety (90) day notice the articles, paragraph or paragraphs desired to be amended, and all other provisions of the agreement shall be automatically carried over.

Following the receipt of notice by either party of intention to change the agreement, a joint conference will be held not less than sixty (60) days prior to the expiration date of this contract for the purpose of negotiating a new agreement.

Both notice of request for renegotiation and lists of items to be amended will be sent by certified mail to the following: MEA-TESP, c/o Trenton Public Schools, 2603 Charlton Road, Trenton, Michigan 48183, or delivered to the Secretary of the Union.

It is mutually agreed that, in the event of unforeseen circumstances preventing the signing of a new agreement at the expiration, all provisions of the then existing agreement shall remain in full force and effect during any period or periods of extension mutually agreed upon.

Should any provisions of this agreement become invalid because of existing or future Federal or State Legislation or court decision, the remainder of the agreement shall not be affected thereby.

This agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan in all respects and in the event that any provisions hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, including but not limited to the Michigan State Labor Mediation Board, such determination shall not invalidate the remaining provisions of this agreement and the parties hereby agree that insofar as possible each of the terms and provisions hereof are severable.

