

Labor Agreement

Between



Service Employees International Union,
Local 517M

AND

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SEIU
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Three Rivers Community Schools

Paraprofessionals

August 1, 2004

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July 31, 2007

MASTER AGREEMENT

between the

Three Rivers Community Schools Paraprofessionals
Local 517M of Service Employees International Union
AFL-CIO-CLC

and the

Three Rivers Community Schools
Board of Education
Three Rivers, Michigan

August 1, 2004 to July 31, 2007

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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, COUNTIES OF ST. JOSEPH AND CASS, MICHIGAN (hereinafter called the "Employer") and Local 517M of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC (hereinafter called the "Union").

WITNESSETH:

ARTICLE 1 PURPOSE AND RECOGNITION

- 1.1 **Purpose.** The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.
- 1.2 **Recognition.** The Employer pursuant to the certification of the Michigan Employment Relations Commission, dated June 16, 1980, recognizes the Union as the exclusive representative of all the employees in the bargaining unit in respect to rates of pay, wages, hours of employment, and other conditions of employment.
- 1.3 **Employee Defined.** The word "Employee" as used herein shall mean all instructional, healthcare and library aides, hereafter referred to as Paraprofessionals, excluding all other employees, including substitutes.
- 1.4 **Limitations.** The purpose for which recognition is granted and the definition of the bargaining unit shall in all particulars conform to the certification of the Michigan Employment Relations Commission and the provisions of applicable law.

ARTICLE 2

UNION RIGHTS AND RESPONSIBILITIES

2.1 **Union Rights.** In order to facilitate the administration of this Agreement, the Union shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

2.11 **Meetings.** The use of school facilities, when a custodian is on duty, for the conduct of meetings of the Local Unit, provided that such use shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities. The Union agrees to abide by the rules and regulations established by the Employer for use of school facilities.

2.12 **Bulletin Boards.** The use of designated bulletin boards, or sections thereof, for the purpose of posting Union materials. All materials shall bear the name of the Union and the name of the person authorizing the posting thereof. No Union materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards and no displayed materials shall be derogatory to the Employer or to any employee. The Union shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.

2.13 **Union Security.**

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

B. **Financial Responsibility.** Membership in the Union is separate and distinct from the assumption by an employee of her equal obligation to compensate the Union for the benefits she receives from the representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Union. The terms of this Agreement

have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and that each assumes her fair share of the cost of representation.

- C. **Agency Service Fees.** Each employee who is not a member of the Union in good standing or does not make application for membership within the time period hereinafter set forth, shall, as a condition of employment, pay an agency service fee. The service fee shall be determined by the Union and shall be equivalent to the regular monthly union membership dues uniformly required of employees of the Employer who are members. If, during the term of this Agreement, it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful.
- D. **Employee Authorization.** Each employee may pay union dues or the agency service fees directly to the Union or to its authorized representative, provided, however, that collection of dues shall not take place during working hours, or may sign and deliver to the Employer an assignment authorizing the deduction of union dues, or the agency service fees, as the case may be, in accordance with the following schedule, namely:
1. Regular employees employed by the Employer on the date of the signing of this Agreement, within sixty (60) days of such signing.
 2. Probationary employees or employees employed after the signing of the Agreement, within fifteen (15) days after the completion of the probationary period.

An employee who shall tender or authorize the deduction of membership dues (or the agency service fees) shall be deemed to meet the conditions of this Article so long as such employee is not

more than sixty (60) days in arrears of payment of such dues or fees. It shall be the responsibility of the Union to notify the Employer of any employee who is delinquent.

Employee authorizations for the deduction of Union dues or for the payment of the agency service fees shall identify the employee, the amount of each deduction, the period for which deductions are to be made, and shall be signed by such employee.

E. **Employer Responsibility.** The Employer shall deduct the authorized amount due from each employee's pay and transmit the total deductions to the financial secretary of the Union within twenty (20) days following such deduction together with a listing of each employee for whom deductions were made. The deduction of union dues (or agency service fees) shall be made from the second regular paycheck each month. The Employer shall use its best effort to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Union agrees to refund such monies forthwith.

F. **Application and Indemnification.** The Employer shall not be required to discharge any employee under the provisions hereof during such time as litigation is pending concerning the discharge of such employee. The Union assumes full responsibility for the validity and legality of the provisions herein set forth. The Union 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 the provisions herein set forth or by reason of claims or demands made by the Union that an employee be discharged because of the provisions herein set forth.

2.2 **Union Responsibility.** The Union shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

- 2.21 **Union Representatives.** The Union 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 such person, which notice shall remain in effect until superseded by a new written notice.
- 2.22 **Union Cooperation.** The Union agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer.
- 2.23 **Union Activities.** Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Union activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives(s) of the Union from having such reasonable contact with members of the Union as shall be necessary to ascertain that the terms of this Agreement are being observed.

ARTICLE 3

EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.1 **Personnel File.** The Employer shall cause an official personnel file to be established and maintained for each employee in accordance with the following guidelines:

3.11 An employee shall have the right, upon prior request, to review the contents of her personnel file. A representative of the Union may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the Employer. The references of the employee shall not be subject to review.

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

3.13 If an employee disagrees with information contained in her personnel file, the employee may request a conference with the Employer for the purpose of discussing the removal or modification in a manner satisfactory to the employee and the Employer; the employee shall have the right within ten (10) days following the conclusion of the conference to have inserted in her personnel file a statement concerning such material.

3.2 **Employee Conduct and Discipline.** 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:

3.21 **Employee Conduct.**

- A. Performance of all duties with reasonable diligence and in a workmanlike manner.
- B. Prompt notification of 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 her

responsibilities.

- C. Compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to the express terms of this Agreement.
- D. Avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence and the prompt reporting of any such tardiness or absence to the Employer.
- E. Avoidance of any activity which is contrary to the best interest of the Employer and its responsibility to the public for the education, safety and well-being of students and other persons who may use its facilities.

3.22 **Disciplinary Action.** Any employee who shall fail to maintain proper standards of conduct or to discharge her responsibilities shall be subject to such disciplinary action as the Employer shall determine, including, but not confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge. Discipline (except as the seriousness of an offense in the opinion of the Employer shall otherwise require) shall be progressively applied. No disciplinary action shall be taken except for just cause, and all disciplinary action shall be subject to review under the Grievance Procedure.

3.23 **Just Cause.** The Union agrees that the Employer has just cause to discipline up to and including discharge for any employee who:

- A. Is convicted of any felony.
- B. Is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Employer.
- C. Is absent for three (3) consecutive days without notifying the

Employer. Exceptions may be made in case of extenuating circumstances.

- D. Does not return from sick leave and leave of absence. Exceptions may be made in case of extenuating circumstances.
- E. Is under the influence of intoxicants or drugs while on the job.
- F. Consumes or sells intoxicants or drugs on Board property.
- G. Steals Board property.
- H. Duplicates School District issued keys without authorization.
- I. Intentionally falsifies records.
- J. Has or accepts another position or responsibility which conflicts with scheduled work time.

ARTICLE 4

EMPLOYER RIGHTS

- 4.1 Except as otherwise expressly provided in this Agreement, the Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan and of the United States, and all rights and powers to manage and conduct the activities of the Employer and to utilize and direct its employees which the Employer has prior to the certification of the Union.
- 4.2 **Orientation.** Within a reasonable time after the opening of a work year each building principal shall schedule a meeting with employees designated as paraprofessionals, together with the teachers to whom they have been assigned for the purpose of discussing and clarifying work assignments, procedures, rules and regulations, and other matters which may contribute to effective operations.

ARTICLE 5

COMPENSATION AND BENEFITS

- 5.1 **Basic Compensation.** The basic compensation of each employee shall be as set forth on Schedule "A".
- 5.2 **Overtime Compensation.** An employee shall be entitled to overtime compensation at the rate of one and one-half (1-1/2) times her regular rate of pay for hours worked in excess of eight (8) hours in a twenty-four (24) hour period, provided, however, that compensatory time off may be earned and accrued in lieu of paid overtime and taken at a time or times mutually agreeable to the employee and Employer within the fiscal year in which such compensatory time off was earned. Overtime shall not be paid on overtime unless expressly required by applicable laws or regulations. Overtime work shall be as scheduled by the Employer, and, except in the case of an emergency, must be authorized by the Employer in advance.
- 5.3 **Fringe Benefits.** The Employer shall provide fringe benefits as set forth on Schedule "B".
- 5.4 **Deductions.** The Employer shall have the right to deduct from the pay of each employee such amounts as may be due to the Employer from the employee pursuant to this Agreement, or as may be required by law, together with such additional sums as may be mutually agreed upon by the Employer and the employee.
- 5.5 **Compensation Advancement.** An employee shall advance to the next level of the compensation schedule upon completion of the full work year, provided that the employee shall have rendered services for at least sixty (60%) percent of the work year. For the purpose of this provision, an employee on paid sick leave shall be deemed to have rendered services for the period of such leave.
- 5.6 **Personal Car Use.** An employee required by the Employer to use his personal car shall be reimbursed at the prevailing rates, however, not less than \$0.25 per mile or the current district rate, whichever is greater.

ARTICLE 6

SENIORITY

- 6.1 **Probationary Period.** A new employee shall be on probation for the first sixty (60) workdays. During such probationary period the employee may be disciplined, suspended or discharged by the Employer for reasons satisfactory to the Employer.
- 6.2 **Seniority Defined.** Seniority shall be measured from the date that an employee first performed services for the Employer. If two (2) or more employees have the same service date, the employee having the lowest social security number shall be deemed to be most senior. For the purpose of this section "service date" shall mean the date when the employee first provided services for the Employer after the last interruption of service, if the employee has been employed more than once by the Employer. A break in service of not more than fifteen (15) calendar months by reason of layoff or an authorized leave of absence shall not be deemed to be an interruption of service but such period shall not be included in the determination of the total amount of seniority except as required by law or as the terms of the leave of absence shall otherwise provide.
- 6.3 **Seniority Lists.** The Employer shall prepare and maintain seniority lists, copies of which shall be furnished to the Union within thirty days after the execution of this Agreement and at least annually thereafter except that the seniority lists shall be updated and the Union informed when a probationary employee satisfactorily completes the probationary period. The Union shall notify the Employer within thirty (30) days after receipt thereof of any error. The names of all employees in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates starting with the employee with the greatest amount of seniority at the top of the list.
- 6.4 **Loss of Seniority.** Seniority shall be lost, and the employment relationship terminated, if the employee
- A. Voluntarily quits;
 - B. Retires;
 - C. Is total and permanently disabled;
 - D. Is discharged and is not reinstated;
 - E. Is absent for three (3) consecutive work days without notifying the employer except for good cause show;
 - F. Fails to return from a leave of absence on the agreed upon date without good cause shown, or;
 - G. Is laid off for twenty-four (24) months and not recalled.

ARTICLE 7

DUTIES AND WORK PROCEDURES

- 7.1 **General Duties.** The general duties of each employee shall include those activities within the employee's work classification which may be from time to time assigned by the Employer.
- 7.2 **Work Schedule.** A paraprofessional who works at least 32 hours per week is considered a full time employee. The beginning and end of the work week and work day shall be as scheduled from time to time by the Employer, provided that an employee shall receive reasonable notice of any change in the work schedule, and provided further that an employee may take a ten (10) minute rest break near the midpoint of the a.m. session and a ten (10) minute rest break near the midpoint of the p.m. session as determined after consultation with the building principal.
- 7.21 **Travel Time.** Paraprofessionals who do not receive at least a one-half hour lunch break shall be paid travel time between buildings.
- 7.3 **Work Assignment.** The Employer shall have the right to transfer employees in accordance with the following procedures, namely;
- 7.31 **Notice and Application.** Notice of all new jobs and job vacancies within the bargaining unit shall be posted on employee bulletin boards in each building for four (4) workdays, provided, however, that when school is not in session, notice of an opening shall be given to the President of the local unit and provided further that 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. Any bargaining unit employee shall have the right to make application in writing for any such position within the posting period except that an employee shall not be eligible by right to receive more than one (1) opening within any one school year.
- 7.32 **Selection.** Any posted position shall be filled by the most senior employee who has applied for the position and who possesses the qualifications for such position as determined by the Employer. To be eligible, an employee must have performed satisfactorily in her present position and must be qualified to perform the duties of the new position.
- 7.33 **Trial Period.** The successful applicant shall be granted a trial period of up to twenty (20) workdays. If the Employer determines that the employee is not performing satisfactorily in the position during the trial period, she shall be returned to her former position without loss of seniority, provided, however, that in such circumstances the second most senior employee who originally applied for the

position and who otherwise meets the requirements set forth in Section 7.32 shall be offered the position. If such employee refuses the position, the Employer shall not be required to re-post the opening.

7.34 **Other Transfers.** Nothing herein shall limit the right of the Employer to temporarily transfer an employee

A. For a period not to exceed forty-five (45) workdays, if in the opinion of the Employer there shall be no qualified applicants, or

B. For a period of up to one (1) year based on program needs, provided that if a temporary transfer involves a split assignment, the Employer will make every effort to allocate the time for each portion of the assignment as equally as possible, and provided further, that transfers made pursuant to this provision shall be implemented only after prior consultation with the employee. An employee temporarily assigned pursuant to this provision may be retained in such position if program needs require, provided, however, that any such employee shall have the right to return to the original position from which she was transferred if such position is again reinstated, the provisions of Section 7.3 to the contrary notwithstanding. For purposes of this provision, the performance of duties by an employee within the same classification or position at more than one (1) location within the District shall not constitute a new classification or position.

7.4 **Procedure for the Assignment of Summer School Work.**

7.41 Summer school assignment, when available, will be based on seniority.

7.42 Utilizing the current seniority roster, assignments will be made on a rotating basis.

7.43 To decline such an assignment still results in the employee being charged with a turn.

7.44 **Training.** Should the District be aware of training that is required for an instructional paraprofessional to be considered for a summer school assignment, in advance of said training all paraprofessionals will be given equal opportunity to train. Should the District become aware of the requirement after the training has been completed the stipulation to offer training to all paraprofessionals shall be waived.

7.5 **Adverse Weather.** If school is closed on scheduled instructional day because of adverse weather or other emergencies and no services from paraprofessionals are required, paraprofessionals will not be paid for such days, provided, however, that if such student instructional days are rescheduled, paraprofessionals shall be required to work on any such days and will be paid at their regular daily rate of pay.

Letter of Understanding

Subject to ratification of a Successor Agreement between THREE RIVERS COMMUNITY SCHOOLS and LOCAL 586, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC, representing the paraprofessionals, the undersigned representatives of the parties agree as follows:

The parties agree that if the legislature amends Section 101 of the State School Aid Act to provide that days when pupil instruction is not offered because of adverse weather or other emergencies need not be made up, the following provision, to the extent applicable, will be substituted for Section 7.5 in the current collective bargaining agreement, namely:

"Adverse Weather. If school is closed by reason of adverse weather or other emergency, employees shall report to work unless otherwise notified by their immediate supervisor. The Employer shall implement this provision in accordance with past employer practice."

EXECUTED this _____ day of June, 1986, at Three Rivers, Michigan.

LOCAL 586, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO-CLC

THREE RIVERS COMMUNITY SCHOOLS

JAMES SHELTON

DON E. IOTT

ARTICLE 8

LAYOFF AND RECALL

- 8.1 **Determination and Effect.** If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees. Compensation and fringe benefits shall be suspended during any layoff period.
- 8.2 **Layoff Procedure.** Employees shall be laid off in the order of classification seniority starting with the least senior employee in the classification, provided that:
- A. The remaining employees are qualified to meet the requirements of the Employer;
 - B. A part-time employee may be laid off before a full-time employee with less seniority; and
 - C. The Employer may offer an employee part-time employment in lieu of layoff; and,
- provided further that the Employer shall give at least fifteen (15) calendar days written notice of layoff to the employee(s) affected.
- 8.3 **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 such employee does not possess the 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 seventy-two (72) hours in advance, the employee shall be considered a voluntary quit and shall thereby automatically terminate her employment relationship with the Employer. The obligation of the Employer to recall a laid-off employee shall terminate twenty-four (24) months following layoff.
- 8.4 **Seniority.** A laid-off employee shall neither accrue nor lose seniority during any period of layoff.
- 8.5 **Change of Address.** It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number, as they appear on the Employer's records, shall be conclusive.

ARTICLE 9

AUTHORIZED ABSENCE

Since the absence of an employee generally has an adverse effect on the quality of the Employer's educational program, imposes increased responsibilities on other employees, and increases costs, it is the responsibility of each employee to avoid unnecessary tardiness or absences. The provisions herein set forth are not intended to reduce the responsibilities of an employee or to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate, humanitarian and personal needs of an employee in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

9.1 **Sick Leave.** Each employee shall be credited with one (1) day of sick leave for each month of employment not to exceed ten (10) days in any school year. Sick leave shall be administered in accordance with the following guidelines, namely:

9.11 **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. 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 person 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 critical or emergency illness of the spouse or child of the employee or of a permanent resident of the employee's household. Such shall be limited to the use of three (3) days per year from sick leave and shall be taken only to the extent that the presence of the employee is reasonably required.
- E. Funeral leave to the extent hereinafter provided.

9.12 **Used Days.** Sick leave shall be allocated in hourly increments and charged against workdays only, and shall cease to accumulate and shall not be used by an employee during such period as the employee is on an authorized or unauthorized leave of absence, or is not otherwise regularly providing service to the Employer.

- 9.13 **Unused Days.** Unused sick leave may accumulate up to one hundred twenty (120) days. If employment is terminated, any accumulated sick leave shall be compensated as hereinafter provided in Schedule "B". 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 earned as of the termination date. The amount of unused sick leave shall be certified to the employee each twelve (12) months.
- 9.14 **Verification.** Medical verification of illness may be required where a pattern of absences can be demonstrated or an employee is off on paid sick leave for three (3) consecutive days.
- 9.15 **Sick Leave Bank.**
- A. Every full-time paraprofessional covered by this Agreement shall contribute one (1) day each year, but no more, to a Sick Leave Bank. Any full-time paraprofessional 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, has passed, except that after three (3) years of employment, the waiting period shall be waived.
 - B. 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 paraprofessional to submit to a physical or mental examination by a physician of the Employer's selection.
 - C. Such examination shall be at the expense of the Employee. The Superintendent may make such a request as often as is deemed necessary for the best interest of the paraprofessional and the school system.
- 9.16 **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 paraprofessional and the number of days that can be used from the Sick Leave Bank. The decision of this committee shall be final and not subject to the grievance procedure.
- 9.17 **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 the bank is less than sixty (60) days. Unused days will carry over to the following year. However, no more than one hundred (100) sick leave days

may be used in one school year, if available.

9.2 **Funeral Leave.** An employee shall be entitled to receive up to three (3) days with pay due to the death of a member of the immediate family, provided that the employee attends the funeral. Immediate family shall be interpreted to mean spouse, mother, father, brother, sister, son, daughter, grandparent or grandchild of the employee or the employee's spouse. With the prior approval of the Superintendent or his designate, three (3) additional days may be granted, which days shall be deducted from unused sick leave.

9.3 **Personal Leave.**

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

9.32 **Amount of Days.** Each eligible employee shall be credited for each work year with two (2) days of personal leave which shall the second if used will be deducted from unused sick leave. If the personal business day is not used, one (1) day may be added to accumulated sick leave.

9.33 **Procedure.** Each request for personal leave shall be in writing and shall include:

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

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

- A. The employee has given less than five (5) workdays prior notice, except that a shorter notice may be permitted if the emergency could not have reasonably been foreseen and the longer notice given.
- B. A personal leave day may not be used prior to or directly following a vacation, such as Thanksgiving, Christmas, etc., except with the prior written approval of the Superintendent or his designee.

9.4 **Jury Leave.** An employee shall be entitled to leave with pay, less any jury service fees paid for jury service. The employee shall return to her duties whenever her attendance in court is not actually required.

9.5 **Disability Leave.** An employee who is or will be physically or mentally disabled for more than ten (10) work days shall be granted a leave of absence in accordance with the following guidelines:

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

- A. Notify the Employer as to the nature and extent of the expected disability in accordance with Section 9.71.
- 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 assignment.
- 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.

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

9.53 **Duration of Leave.** An employee shall be granted a leave of absence 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.

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

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

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

9.7 **Leave Administration**

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

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

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

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

Seniority. An employee on an authorized general leave of absence of twenty (20) workdays or less shall accrue seniority during such a period.

ARTICLE 10

GRIEVANCE PROCEDURE

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

10.2 **Grievance Levels.**

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

10.22 **Written Grievance.** If the grievance is not satisfactorily resolved at the informal conference, the Grievant shall have five (5) days within which to file a written grievance with his/her supervisor, which grievance shall include:

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

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

10.23 **Formal Conference.** If the reply is not satisfactory and a request is submitted to the Superintendent, or his designee, within five (5) days of the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request. The purpose of the formal conference shall be to seek a positive and constructive disposition of the grievance and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the grievance shall be in writing, provided, however, that if the grievance is not settled by agreement, the Employer shall file a reply within ten (10) days after the completion of the formal conference.

10.24 **Mediation Hearing.** If the grievance is not satisfactorily resolved at the formal

conference, the grievance shall be submitted to a mediator appointed by the State Mediation Service if such request is made within ten (10) days from the receipt of the formal conference reply. If the parties are unable to reach an amicable settlement of the claim by mediation after a reasonable time, the mediator shall have the right to submit his recommendation in writing.

10.25 **Arbitration.** If the grievance is not satisfactorily resolved at the formal conference, the grievance may be submitted by the Union to arbitration if such request is made within ten (10) days from receipt of the formal conference reply. The arbitrator shall be selected and the hearing conducted in accordance with the 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 Union 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 Union 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) months 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:
 1. The rules of evidence as applied in a non-jury civil case in Circuit Court shall be followed as far as practicable, but the arbitrator may admit and give probative effect to evidence of a type commonly relied upon by a reasonably prudent person in the conduct of his affairs. Irrelevant, immaterial or unduly repetitious evidence may be

excluded.

2. The arbitrator shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law or regulation, it being expressly agreed that any such determination shall be made by a court of competent jurisdiction.
3. The arbitrator shall render his written decision within thirty (30) calendar days from and after the conclusion of the hearing, unless extended by mutual agreement of the parties, which decision shall separately set forth his specific findings of fact, decision, and award.
4. 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.
5. The rules may be amended, in writing, by the mutual agreement of the parties.

10.3 **General Procedures**

10.31 **Definition.** As used in this article, the word:

- A. "Grievant" means the Union 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 Union, or an authorized representative of either the Employer or the Union.
- C. "Event" means the act or omission which the Grievant alleges violates one or more provisions of this Agreement.
- D. "Day" means a calendar day except Saturday, Sunday or a scheduled holiday.

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

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

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

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

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

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

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

ARTICLE 11

GENERAL PROVISIONS

11.1 **Contract Representatives.** Each party shall designate in writing the name of its authorized representative to administer this Agreement.

11.2 **Notices.** Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

- A. Employer: Office of the Superintendent
Three Rivers Community Schools
851 Sixth Avenue
Three Rivers, MI 49093
- B. Union: Business Agent
Local 517M S.E.I.U.
118 W. Maple
Wayland, MI 49348
- C. Employee: As set forth in the records of the Employer.

Or to such other address as a party or an employee shall hereafter furnish in writing.

11.3 **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.

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

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

For the purpose of this Agreement:

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

11.6 **Definitions.**

- A. **Emergency** means a sudden and unforeseen combination of circumstances or the resulting state therefrom that calls for immediate action.
- B. **Employee** means a member of the bargaining unit. Reference to female employees shall include male employees and all female pronouns shall refer to both males and females.
- C. **Local Unit** refers to the collective membership of the bargaining unit, which unit has been designated Local Unit 517M.
- D. **Part-time Employee** means an employee regularly employed for less than a full work week or full workday, or an employee employed for less than twelve months. The fringe and leave benefits of a part-time employee shall be proportionately reduced.
- E. **Party** means the Employer or the Union.

F. **Substitute Employee** means an individual who is employed to take the place of a regular employee who is unavailable for work. The substitute employee who is employed for ninety (90) or more continuous workdays shall be deemed to be an "employee" within the meaning of Section 11.6B, and the seniority shall be measured from the date the employee first performed services as a continuous substitute for the Employer.

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 **Effective Date and Termination.** This Agreement shall commence upon ratification by both parties and shall remain in full force and effect until midnight July 31, 2007, except as a provision shall by its express terms extend for a longer period.

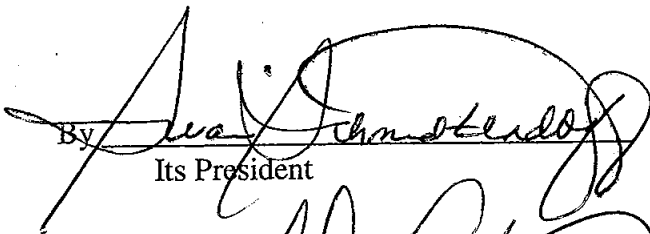
IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of August 16, 2004.

EMPLOYER:

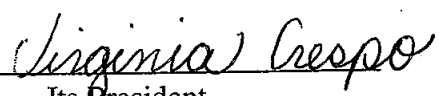
THREE RIVERS COMMUNITY SCHOOLS
ST. JOSEPH AND CASS COUNTIES,
MICHIGAN

UNION:

LOCAL 517M, SERVICE
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO-CLC

By 
Its President

By 
Its Secretary

By 
Its President

By 
Its Business Agent

SCHEDULE "A"

Section 1.

Paraprofessionals Compensation Schedule

| 2004-2005 | | \$0.05 per hour plus 2% Increase |
|--------------------------------|---------------------------|-----------------------------------------|
| <u>Years of Service</u> | <u>Hourly Rate</u> | |
| Beginning | \$9.50 | |
| 2,3,4,5 | \$10.01 | |
| 6,7,8 | \$10.48 | |
| Over 8 | \$11.10 | |

| 2005-2006 | | 2% Increase |
|--------------------------------|---------------------------|--------------------|
| <u>Years of Service</u> | <u>Hourly Rate</u> | |
| Beginning | \$9.69 | |
| 2,3,4,5 | \$10.21 | |
| 6,7,8 | \$10.68 | |
| Over 8 | \$11.32 | |

| 2006-2007 | | 2% Increase |
|--------------------------------|---------------------------|--------------------|
| <u>Years of Service</u> | <u>Hourly Rate</u> | |
| Beginning | \$9.88 | |
| 2,3,4,5 | \$10.41 | |
| 6,7,8 | \$10.90 | |
| Over 8 | \$11.55 | |

Section 2. **Highly Qualified Paraprofessionals.** Paraprofessionals who are highly qualified under the Federal No Child Left Behind Act will receive an additional \$100 stipend quarterly (every 5th pay period):

Section 3. **Longevity** After 10 years - \$0.15/hour
 After 15 years - \$0.20/hour
 After 20 years - \$0.25/hour
 After 25 years - \$0.30/hour

Section 4.

Perfect Attendance Incentive. An employee who achieves perfect attendance for a full work year will receive \$150.00. Perfect attendance is defined as having no absences other than for school-related business (i.e., conferences, athletic draws and events, etc.).

SCHEDULE "B"

FRINGE BENEFITS

Section 1. **Separation Benefits.** All employees who have completed ten (10) consecutive years of service shall upon voluntary termination be paid at the rate of \$20 per day for their accrued sick leave. The maximum allowable benefit shall not exceed \$2,000.00. For employees with 20 years or more not to exceed \$2,400.

Section 2. **Holidays.** The following holidays shall be observed, namely:

Legislative Day

Labor Day (only if school is in session and students are required to be present the Friday prior to the date on which Labor Day is celebrated)

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

New Year's Day

Good Friday (one half or full day when school is not in session)

The first day of Spring Break

Memorial Day

Martin Luther King Day

A holiday shall not be observed if it is a school day. An employee shall receive her regular compensation for the above holidays if the employee was not absent the last scheduled workday preceding the holiday and the first scheduled workday following the holiday.

Section 3. **Insurance.**

The employer agrees to contribute on behalf of each full time employee the sum of \$150.00 per month for twelve months toward the premium costs for one of the following insurance plans, namely:

Plan "A" **Hospitalization Insurance.** Medical and hospital insurance with a carrier selected by the employer, which insurance plan shall be equivalent to that presently provided to the administration.

Plan "B" **Options.** Which include the following:

Short-term Disability

Long-term Disability

Group Survivor Income Insurance

Term Life Insurance
Dependent Life
Hospital Indemnity
Basic Term Life Insurance
Annuity

The employer agrees to contribute on behalf of Parti Christensen, Kathleen Hartzell, Betty Richmond, and Deb Ruple the sum of \$200.00 per month for twelve months toward the premium cost of the following insurance plan, namely:

Plan "A" - Hospitalization Insurance. Medical and hospital insurance with a carrier selected by the Employer, which insurance plan shall be equivalent to that provided to the administrators.

It is understood that only four employees shall qualify for the enhanced insurance benefit. At the time the aforementioned individuals are no longer employed or choose not to take the enhanced benefits, this contractual provision will automatically be terminated. Also, should an individual choose to take "Plan B" in lieu of Hospitalization Insurance said individual will not be able to re-enroll in the Enhanced Insurance benefit plan at a later date.

Section 4. **Vacation Pay.**

- A. Employees will be entitled to vacation pay only for the time during continuous employment that they were scheduled full time. Employees entitled to vacation pay will be paid according to the following schedule:
1. After two (2) years of continuous service, an employee shall accrue one half (½) day of vacation pay for each month worked during a fiscal year not to exceed five (5) days.
 2. After eight (8) years of continuous service, an employee shall accrue one (1) day of vacation pay for each month worked during a fiscal year not to exceed ten (10) days.
- B. Vacation allowances are figured from the date of initial hire if the employee was hired full time or from the date the employee becomes full time.
- C. Employees shall not be entitled to vacation leave for any reason during scheduled workdays.
- D. All accrued vacation pay will be paid to the employee by the Employer when employment is terminated for any reason other than discharge for cause.

- Section 5. **Inservice/Training/Professional Development Days.** All instructional paraprofessionals will be required to participate in inservice/training/professional development days. They will be compensated at their hourly rate.
- Section 6. **Student Half-Days.** Paraprofessionals may work full days on student half days if approved by the superintendent after receipt of a recommendation from their building principal along with an individualized employee work plan.
- Section 7. **Work Hours.** Full time paraprofessionals worked 6 hours 45 minutes per day.
- Health Care Paraprofessionals will have the option of working when their student is absent. However, they may be assigned to a different building and assignment within the school district.
- Section 8. **Faculty Meetings.** Full time paraprofessionals will attend faculty meetings as scheduled by their building principal. They will be paid for time worked beyond their contractual workday at their hourly rate.
- Section 9. **Association Days.** The Employer agrees to grant twenty-hours inservice which may be used in accordance with the following guidelines, namely:
- A. Attendance at meetings of the Service Employees International Union for the purpose of conducting official S.E.I.U. business, including conventions, workshops, schools and other similar activities related to the representation of the employees covered by this Agreement.
 - B. Not more than one (1) employee from a building may be granted an inservice day leave at a time.
 - C. Inservice day leaves shall not materially interfere with the normal operations of the Employer or with the discharge of the employee's duties.
 - D. A request for an inservice leave day shall be made in writing not less than five (5) working days prior to the leave.
 - E. Use of an inservice day leave shall not disqualify an employee from receiving an attendance incentive bonus.