

Tentative Agreement  
Between  
Coleman Board of Education  
&  
CESPA

I All Language for 3 Years (until June 30, 2008)

II Change Article VIII Grievance Procedure as follows:  
Insert the following language as subsection G:

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) days of such meeting, the grievance may be transmitted to the Board of Education. If the Association does not transmit the grievance from the Superintendent or after the expiration of time if no disposition is made, the grievance shall be considered settled. If the Association does pass the grievance on to the Board within the time limits prescribed, there shall be a written report signed by the President, Grievance Chair or Designee of the Association stating exactly why the Superintendent's disposition of the grievance was not satisfactory. Within ten (10) days the Board will meet with the Association in closed session, unless otherwise requested by the Association, on the grievance and shall indicate a disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the Association.

Change subsections G, H, I, & J to H, I, J & K

III Health Insurance will be switched to BCRSM Flexible Blue Plan 2 with a \$1,250 \$2,500 deductible, 100% coverage. The Board will pay the full deductible annually into an H.S.A. on January 1. For the 2006 calendar year the Board will pay 1/3 of that amount into an H.S.A. and 1/3 into an H.R.A.

The per person cap will remain unchanged for the 05-06 and 06-07 school years. There will be no additional employee co-payments after January 31, 2006 until June 30, 2007. For the purpose of applying the cap the cost of insurance, including the H.S.A., will be averaged over the group. For the remainder of 05-06 the group will retain

vision, dental, life and LTD through MESSA. By mutual agreement the parties may change coverages and carriers for any of these policies.

- IV Salary for the 05-06 school year will be increased by 1.5 % employees covered by health insurance, and 2% for un-insured members. For the 06-07 school year salaries will be increased by a like amount.
- V The para-pros will add Christmas Day and Memorial Day as paid holidays. The holidays for custodial/maintenance will not be reduced.
- VI The addition of a secretarial aid position will be included adhering to the terms of the grievance settlement.
- VII A head server helper position will be included for server helpers who are responsible for preparing meals in kitchens that they supervise. The position will have a rate of pay \$1.75 per hour more than server helpers.
- VIII The salary and fringe benefits for the 07-08 school year are open to negotiations.

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**ARTICLE I**  
**AGREEMENT**

This Agreement is entered into effective July 1, 2002, by and between the Coleman Community School Board of Education, hereinafter called the "Employer" and the Coleman Michigan Educational Support Personnel Association, hereinafter called "ESPA" or "the Union," through its local affiliate.

**ARTICLE II**  
**RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for transportation, custodial/ maintenance personnel, food service workers, paraprofessionals, secretaries, including employees on leave, but excluding: Bus Mechanics, Supervisors, Central Office Secretaries and Substitutes.

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

**ARTICLE III**  
**PURPOSE**

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, employees, and the Union.

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, rule, or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

**ARTICLE IV**  
**JURISDICTION**

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of

instructional training, experimentations, or in cases of emergency, providing that the Maintenance Supervisor may perform such duties which they performed in the past. A non-bargaining unit substitute may be called in to work in place of any given custodial/maintenance employee, after he/she has been absent for five (5) consecutive work days. Article XIII ("Vacancies, Transfers, and Promotions") shall control positions where the regular bargaining unit member is absent thirty (30) or more days.

#### ARTICLE V

#### CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall the use of contracting result in the reduction of the present permanent work force as it is now in effect.

#### ARTICLE VI

#### RIGHTS OF THE BOARD

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the board, except those which are clearly and expressly relinquished herein by the board, shall continue to vest exclusively in and be exercised exclusively by the board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Coleman School District.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
3. To hire, promote, suspend and discharge employees, determine the size of the work force and to layoff employees, but not conflict with the provisions of this Agreement.
4. Adopt reasonable rules and regulations.
5. Determine the qualifications of employees, including physical conditions, providing such selection shall be based on lawful criteria.

6. Determine the number and location or relocation of its facilities, including the establishment of or relocation of new schools, buildings, departments, divisions or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the board shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection, or training of employees providing that such selection shall be based upon lawful criteria.

The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered.

## ARTICLE VII

### RIGHTS OF THE UNION

The Union shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- A. Special Conferences. Special conferences for important matters will be arranged between the union President and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of the Employer.
- B. Bulletin Boards and School Mails. The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting union materials. The Union shall also have the right to use the school mails to distribute union material.
- C. Use of Facilities and Equipment. The Union shall have the right to use school facilities for meetings and school equipment, including, but not limited to, typewriters, computers, printers, duplicating equipment, FAX machines, calculating machines, and all types of audio-visual equipment when such

equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

D. State and National Union Representatives. Union representatives shall be allowed to visit schools during working hours. Such visits shall not interfere with the normal performance of duties by the employees or the normal function of the school.

E. Stewards:

1. Employees in the school system may be represented by one steward from each classification and their names shall be made known to the Employer.
2. The stewards shall perform their duties as stewards without interference with their own job functions or the job functions of other employees, except for brief phone calls to determine the validity of an alleged grievance. Stewards may leave their job to conduct duties as steward after first securing the permission of their supervisor.
3. During the term of office the steward shall be deemed to head the seniority list for the purposes of layoff and recall only, provided they are qualified to do the required work. Upon termination of the term, the steward shall be returned to his/her regular seniority status.

F. Agency Shop:

1. Any employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay as a service fee to the Union an amount equivalent to the dues uniformly required to be paid by members of the Union - including local, state, and national dues, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided herein. In the event that an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, as provided in this Agreement, the Employer shall, at the request of the Union, terminate the employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge.
2. The procedure in all cases of discharge for violation of this Section shall be as follows:

- a. The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the employee that a request for discharge maybe filed with the Employer in the event compliance is not effected.
  - b. If the employee fails to comply, the Union may file charges, in writing, with the Employer and shall request termination of the employee's employment.
  - c. The Employer, upon receipt of said charges and request for termination, shall immediately notify said employee that his/her services shall be discontinued at the end of ten (10) days. In the event of compliance at any time prior to discharge, charges shall be withdrawn.
3. Membership in the Association and authorization for payroll deduction of dues shall continue in effect from year to year, unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures.

Discipline.

1. No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline, including adverse evaluation of employee performance shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing upon request.

The Board agrees to a policy of progressive discipline as follows:

- a. Step 1: Verbal warning.
- b. Step 2: Written reprimand.
- c. Step 3: Suspension without pay.
  - 1) One day.
  - 2) Three days.
  - 3) Ten days.



d. Step 4: Discharge

2. In cases of severe instances of misconduct (including, but not limited to, dishonesty, theft, endangering the safety or welfare of students, being intoxicated in the work place), the employer may omit one or more of the above steps and commence discipline at one of the steps above Step 1, depending on the severity of the offense and/or the employee's previous discipline record. Cases of drug or alcohol abuse as spelled out in Article XXV of this contract ("Drug and Alcohol Testing") shall be handled in accordance with that Article.
3. An employee shall be entitled to have present a representative of the Union during any meeting which leads to formal disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

H. Files and Records.

1. An employee will have the right to review the contents of all records excluding initial references, of the District pertaining to said employee originating after initial employment and to have a representative of the Union accompany him/her in such review.
  2. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.
- I. Assaults. Any case of assault upon an employee shall be promptly reported to the Employer. The Employer will advise the individual of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- J. The Board shall provide each employee with an athletic pass that will allow the employee, spouse and K-12 children living in the same household to attend all home events.

The Union will be provided five (5) paid days of released time to represent the Union at local, state or national meetings.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

Grievance is defined as a claim or complaint by an employee or group of employees of the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

Representatives for grievance processing shall be selected as follows:

1. The Union shall designate representatives to handle grievances.
2. The board designates the supervisor of employees and the Superintendent or his/her designated representative to act at Level Two as hereinafter described.
3. Either party may change its representatives by written notice to the other.

The term "days" shall mean the day of the week, Monday - Friday, excluding Saturday, Sunday, legal holidays and the employee's paid vacations which were scheduled prior to the occurrence of the alleged violation.

Written grievances must conform to the following specifications:

1. Must be signed by the Union or grievant.
2. Must be specific concerning:
  - a. The section or subsection of the contract alleged to have been violated.
  - b. The date of the alleged violation.
  - c. The facts giving rise to the alleged violation.
  - d. The relief requested.

Any employee or union grievance not presented for disposition through the grievance procedure within ten (10) working days of the date of the occurrence of the conditions giving rise to the grievance, or within ten (10) working days of the date it is reasonable to assume that the employee or union first became

aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under the Agreement.

E. Level One:

1. An employee or the Union alleging a violation of the express provisions of this agreement, shall orally discuss the grievance with the immediate supervisor, with a union representative present if the employee so requests in an attempt to resolve the grievance.
2. If no resolution is obtained within ten (10) days of the oral discussion, the grievant shall reduce the grievance to writing and proceed within ten (10) days of the oral discussion prescribed in D to Level Two.

F. Level Two:

1. An original copy of the written grievance shall be filed with the Superintendent or his/her designated agent. Within ten (10) days of receipt of the written grievance, the Superintendent (or designated agent), shall arrange a meeting with the grievant and/or the union grievance representative at grievant's option, to discuss the grievance.
2. Within ten (10) days of this meeting the Superintendent (or designated agent), shall render one (1) copy to the grievant's supervisor, and one (1) copy in a permanent grievance file in the office.

*Board Level*  
G. Level Three. If the decision of the Superintendent or designated agent is unsatisfactory to the Union, it shall, within ten (10) days of receipt of the Superintendent's response, notify the Superintendent of its intent to submit the dispute to the American Arbitration Association (AAA) or Michigan Employment Relations Commission (MERC) for binding arbitration. The Arbitrator shall be selected according to the appropriate AAA rules.

1. The Arbitrator shall have no power to:
  - a. Amend, modify, or otherwise change any provision of this Agreement.
  - b. Establish, amend, or modify any salary schedule or fringe benefit provided under this Agreement.

2. Neither party may raise any new ground or defense not previously raised at an earlier level of this grievance procedure.
3. The costs of arbitration shall be borne equally by the parties, except that each party is responsible for the cost of preparing its own testimony and exhibits and securing its own representation.
4. The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Employer, and the Union.

Should the Administration or board as specified herein fail to respond within the prescribed time limits, the grievance shall automatically proceed to the next level of the grievance procedure.

Time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

Notwithstanding the expiration of this Agreement, any claim or grievance filed while the contract is still in effect shall be processed through the grievance procedure until resolution.

#### ARTICLE IX

#### STRIKES AND LOCKOUTS

Strikes. The Union agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike action as said term is defined by the Public Employment Relations Act.

Lockouts and Unfair Labor Practices. The Employer agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined in the Public Employment Relations Act. The Employer also agrees that it will not lock out any employee during the term of this Agreement or during any period during which a successor Agreement is being negotiated by the parties.

#### ARTICLE X

#### HOURS OF WORK

#### Custodial/Maintenance:

- A. The Board reserves the right to set the hours of work for all custodial/maintenance employees covered by this Agreement. A permanent change in the starting time shall not be made until the Board has given

appropriate notice to the Union and the affected custodial/maintenance employees. The Board reserves the right to temporarily change an employee's starting time in case of emergency.

The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 168 hours thereafter. The normal workday shall be eight (8) hours.

B. The board agrees to pay overtime under the following conditions:

1. Whenever a custodial/maintenance employee is required to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1 1/2) his/her regular rate or a minimum of two (2) hours pay at his/her straight time hourly rate, whichever is the greatest.
2. Double time shall be paid for any hours a custodial/maintenance employee is required to work on Sundays.
3. Advance notice of overtime shall be given to the affected employee(s) as soon as possible.

C. Custodial/maintenance employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight will receive a shift differential of \$.25 per hour for all hours worked that day. Employees who are regularly scheduled for four (4) or more hours of work between the hours of 12:01 a.m. and 8:00 a.m. will receive a shift differential of \$.30 per hour. Only employees who work between the hours of 4:00 p.m. and 12:00 midnight or 12:01 a.m. and 8:00 a.m. will be paid shift differential for sick and vacation days. Employees who work the day shift, and night shift employees temporarily assigned days because of Act of God days or school vacations, will not be paid shift differential for sick and vacation days.

D. Custodial/maintenance employees will be required to notify their immediate supervisor when they are going to be absent. The immediate supervisor must be notified the night before or in case of emergency, *at least* one (1) hour before their regular starting time.

E. Custodial/maintenance employees required to attend meetings called by the Administration will be paid regular hourly pay regardless of all other hours worked in that day or week.

Overtime shall be divided and rotated as evenly as possible within the building according to seniority and among those custodial/maintenance employees who regularly perform such work provided they are qualified to perform such work.

For building checks on Saturday, Sunday or holidays the call back in Paragraph B of the Article shall be paid.

Custodial/maintenance employees shall report at the specified starting time of their shift and shall not leave without permission until the specified quitting time of their shift except lunch periods.

A lunch period of thirty (30) minutes shall be provided without pay. If a custodial/maintenance employee is required to work during this period and is not able to make up his/her lunch period then he/she shall have time approved by a supervisor as overtime.

All custodial/maintenance employees covered by this Agreement who work an eight (8) hour day shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked of the day and one (1) fifteen (15) minute rest period during the second four (4) hours of the work day. Such periods shall be confined to the premises. These rest periods will be scheduled and taken at the time scheduled unless adjusted due to an activity.

When custodial/maintenance personnel are required in a building because of a public activity, the employee will remain in that building for the duration of the activity.

#### Bus Drivers:

When school is in session the regularly scheduled work week shall be five (5) consecutive regular work days. Monday through Friday, inclusive.

The regular work day shall consist of all hours necessary to complete all requirements of the runs assigned to each driver.

A driver driving an extra trip shall be guaranteed at least two (2) hours pay at the regular rate for extra trips.

A driver that drives an extra trip during the regular run shall be paid the regular run rate for the first hour and thereafter the trip rate.

When a driver is ready to drive an extra trip and the trip is canceled, the driver will be paid for two (2) hours at the regular rate for extra trips. If the trip is

canceled before the driver has come in and prepared, there will be no allowance paid.

- F. If, due to a breakdown or inclement weather, the regular time is extended over one and a half (1 1/2) hours, the pay rate will be at extra trip rate.

Food Service Workers:

- A. Cooks will work a minimum of five (5) hours per day.
- B. Server/Helpers will work a minimum of three (3) hours per day.
- C. Any food service staff working six (6) or more hours shall receive two (2) fifteen (15) minute rest periods.
- Any food service staff working three (3) or more hours shall receive one (1) fifteen (15) minute rest period.
- D. Food service workers performing duties outside normal day such as evening or Saturday banquets shall be paid at a rate of time and one-half. Normal work days are student and staff inservice days. Ten (10) days notice will be given as to plans for such activities.

Paraprofessionals:

Paraprofessionals will work all required student days and at least one Professional Development/Inservice day scheduled on the teachers' calendar. Paraprofessionals shall be notified of the specific date of the required professional development/in-service day by the first day of their work year or at least thirty (30) days in advance of the scheduled day. They may work other days with notification by the Administration. Media Paraprofessionals will work an additional four (4) days per year.

Secretaries:

Secretaries will work eight (8) hours per day (8:00 a.m. to 4:30 p.m.) for a minimum of two hundred ten (210) days. The high school head building secretary shall work a minimum of two hundred fifteen (215) days. The exact dates will be agreed upon between the secretary and the principal.

**ARTICLE XI**  
**WORKING CONDITIONS**

- A. The employee shall take reasonable measures in order to prevent and eliminate any present or potential job hazards which they may encounter at their places of work.
- B. The employee will also be expected to inform his/her Supervisor in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Supervisor upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Supervisor's investigation, the alleged unsafe condition is found to be a hazard to the employee.
- C. There shall be no off-setting of overtime with compensatory time beyond the end of the pay period. Employees shall keep track of their own time on sheets provided by the District.

**ARTICLE XII**  
**ACT OF GOD DAYS**

Food service workers, bus drivers, paraprofessionals and secretaries are not expected to work on Act of God days, but shall receive their usual daily wage for the first two such days each year. Such employees are not expected to work on subsequent Act of God days and will not be paid for them until the days are made up; these employees are expected to work all such make-up days.

**ARTICLE XIII**  
**VACANCIES, TRANSFERS, AND PROMOTIONS**

- A. A vacancy shall be defined as any position, either newly created or a present position, that is not filled.
- B. Notice of all vacancies to be filled and all newly created positions shall be posted on employee bulletin boards within ten (10) working days from the date of vacancy, and the bargaining unit member shall be given five (5) working days during the school year and ten (10) days during the summer in which to make application to fill the vacancy or new position.

The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. If testing for the position is required then (1) the same test will be given to all applicants, simultaneously where possible and conditions



will be the same, and (2) criteria will be made available to the CESP. President. In the event the administration does not feel it is desirable to place the highest seniority person in the open position, an evaluation meeting between the representatives of the Union and the administration will be held in order to review the reasons and to arrive at a decision between the parties.

- C. Newly created positions or vacancies are to be posted in the following manner: Type of work, place of working, the starting date, the rate of pay, the hours to be worked, and the classification.
- D. Any employee temporarily transferred shall be paid either at the rate of the position from which he/she is transferred or the rate of the position to which he/she is transferred, whichever is higher.
- E. Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties agree to an extension, it shall be considered as an open position and be posted.

#### ARTICLE XIV

#### NEW JOBS

- A. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such job which has been placed into effect upon the institution of such job.
- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may make written request to the Employer requesting to negotiate the classification and the rate of pay. The negotiated rate, if higher than the temporary rate shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned and a permanent rate of pay, either as a result of the Union not requesting negotiations during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become part of Schedule A of this Agreement.

## ARTICLE XV

### SENIORITY, LAY-OFF AND RECALL

- A. A newly hired employee shall be on a probationary status for sixty-five (65) working days taken from and including the first day of employment. The probationary period may be extended an additional forty (40) working days upon mutual agreement between the Employer and the Union. If at any time prior to the completion of the sixty-five (65) work day probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without recourse of appeal by the Union. Probationary employees who are absent shall work additional days equal to the number of days absent and such employees shall not have completed their probationary period until these additional days have been worked.
- B. Seniority shall be defined as the length of unbroken continuous service with the District within each job classification. It shall be calculated from the date of hire, but under no circumstances shall seniority accrue until an employee has served his/her probationary period. If the probationary period is satisfactory, seniority shall be retroactive to the date of hire as a regular employee. In the event that two or more employees have equal seniority a tie shall be broken by starting seniority from date of application for employment.
- C. An employee shall lose all seniority should he/she retire, resign or be discharged for just cause.
- D. Should the District determine the need for any lay-off of personnel, or reduction in work hours, seniority shall be within each job classification. The District shall provide fifteen (15) days of advance notice. The requirement of fifteen (15) days' advance notice of layoff is waived; a five (5) day notice will be given should the student(s) for whom the employee is employed leave the District or perish.
- E. Within each job classification, probationary personnel shall be the first laid off; those with the least seniority shall be next laid off until the reductions have been completed.
- F. Employees who transfer to another job classification shall retain seniority in their initial classification, and shall begin accruing seniority in the new classification from the date of transfer.

In the event an employee's job is eliminated, that employee shall have the option to "bump" any employee with less seniority within that employee's job classification, providing they are qualified.

- G. Should vacancies occur in any job classification, laid off employees shall be recalled in reverse order of lay-off.
- H. Notice of recall shall be sent by certified mail to the individual's last known address. If the individual does not report to work within ten (10) work days of receipt of this notice, he/she shall be considered to be a voluntary quit.
- I. Employees on lay-off shall accrue no seniority, but shall have their seniority frozen.
- J. An agreed-to seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each year. Such list shall contain date of hire, employee's location and classification.
- K. Employees on lay-off shall retain their seniority for purposes of recall for a period of two years, and thereafter lose any rights under this agreement.
- L. A laid-off employee shall upon application, and at his/her option, be granted priority status within classification on the substitute list according to his/her seniority.
- M. Laid-off employees may continue their health, dental and life insurance benefits by making scheduled monthly payments for the group rate premium for such benefits to the Employer within the rules and regulations of the carrier and COBRA. Failure to make any monthly payment will result in cancellation of benefits.

## ARTICLE XVI

### LEAVES OF ABSENCE WITH PAY

#### A. Sick Leave Accumulation:

1. Each custodial/maintenance employee covered by this Agreement will be entitled to sick leave accumulated in an individual sick leave bank at the rate of nine (9) per year accumulative to one hundred thirty-five (135) days.
2. Each driver/server/helper/cook/paraprofessional employee covered by this Agreement will be entitled to sick leave accumulated in an individual sick leave bank at the rate of six (6) per year accumulative to one hundred thirty-five (135) days.

3. Each secretary employee covered by this Agreement will be entitled to sick leave accumulated in an individual sick leave bank at the rate of eight (8) per year accumulative to one hundred thirty-five (135) days.

**B. Use of Sick Leave:**

1. Sick Leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee is ill and requires the care and attendance of the employee. When through exposure to contagious disease, the presence of the employee at his/her employee position would jeopardize the health of others, sick leave will be granted. For this paragraph the immediate family is spouse, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandchildren.
2. In the event of absence of an employee for illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician. Proof of illness signed by a physician may be required at any time.
3. The Board may, at Board expense, require an employee to submit to a physical or mental examination by approved specialist to determine whether involuntary sick leave is warranted.

**C. Personal Business and Deduct Days.**

1. For all employees five (5) days shall be granted for personal business, which can be used for business which cannot normally be transacted outside of the employee's regular work hours. The employee's supervisor shall be notified of the intent to use such days two (2) days in advance, except in case of emergency. These days shall not be deducted from sick leave. At the end of each fiscal year (June 30), unused personal days will be added to accumulated sick days.
2. Up to two (2) deduct days may be granted with loss of daily wage for each day. The request procedure for deduct days shall be:

Supervisor approval - if denied an appeal may be made to the

Superintendent - if denied a further appeal may be made to the

Board of Education- if denied by the Board of Education there is no further appeal process.

- D. Funeral Leave. All employees covered by this Agreement shall be granted up to five (5) working days off with pay for the death of the employee's spouse or child. Additionally, three (3) working days off with pay shall be granted for the death of a member in the employee's immediate family other than spouse or child. The immediate family shall be construed to include the following: parents, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grand-children. One additional day per year can be used to attend a funeral of another relative. These days may be extended by the superintendent. Extra funeral days taken for other than family members shall be deducted from sick leave.
- E. Jury Duty. A leave of absence shall be granted to an employee called for jury service. The Employer shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty fee paid by the court (not including travel allowance for reimbursement for expenses) for each day in which the employee reports for or performs jury duty on which he/she otherwise would have been scheduled to work, provided that the employee cooperates with the administration in seeking to be excused from such service.

## ARTICLE XVII

### VACATIONS

#### Custodial/Maintenance Only:

- A. All employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week vacation with pay; two (2) years of service shall receive two (2) weeks vacation with pay; eight (8) years of service shall receive (3) weeks; twelve (12) years of service shall receive four (4) weeks vacation with pay.
- B. To be eligible for a full vacation an employee must have worked eighty percent (80%) of his/her regularly scheduled working hours. An employee who works less than eighty percent (80%) of his/her regularly scheduled working hours shall receive pro-rated vacation allowance based on his/her actual hours worked.
- C. Employees terminating employment or on a leave of absence shall receive a pro-rated vacation allowance based upon 1/12 of his/her vacation pay for each month or major fraction thereof between his/her anniversary date and his/her termination date.

- D. An employee may carry over ten (10) days of vacation as described in A above over into the following year.

Secretaries:

- A. Vacations are earned in the previous year and are credited on the first day of July of the new year. Vacations with pay are scheduled for head building secretaries as follows:

First six months:	none (0)
Second six months:	one (1) day
Second through seventh year:	four (4) days
Eighth through fourteenth year:	five (5) days
Fifteenth year and after:	six (6) days

Up to a maximum of two (2) vacation days can be carried over into the next fiscal year.

ARTICLE XVIII

LEAVES OF ABSENCE WITHOUT PAY

- A. An employee, who because of illness or accident which is non-compensable under the Workers' Compensation Law, is physically unable to report to work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence for up to one (1) year, which may be extended by the Employer, provided he/she promptly notifies the Employer of the necessity thereof and provided further that he/she supplies the Employer with a certificate from a doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. Failure of an employee to return from a leave of absence, or request an extension from the Employer, may result in termination and loss of seniority.

An employee unable to return to work at the end of the one year shall be allowed to return to a position for which he/she is qualified provided an opening exists for a period of three (3) years. It shall be the responsibility of the employee to notify the board when able to return to work on or before July 1 of each succeeding year. Employees returning from a medical leave of absence may be required to provide a doctor's statement verifying their fitness to return to work, and a bus driver returning to work may be required to re-qualify by taking the bus driving test.

- B. Leaves of absence shall be granted for one (1) year to employees for physical or mental illness, prolonged serious illness in the immediate family which includes; spouse, children, or parents living in the same house.

- C. Leaves of absence shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- D. A leave of absence shall be granted to any employee for the purpose of child care. Said leave shall commence upon request of the employee. A pregnant employee may commence said child care leave at her option. Likewise, she may terminate the leave anytime after the birth of the child and provided that she is physically able to perform her work responsibilities. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee.

The employee must select either a leave of absence or sick leave prior to commencing a leave. Any extensions of said leave shall be at the discretion of the Board.

- E. The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.
- F. Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- G. Qualifications for Leaves:

1. Any employee in the bargaining unit who is elected or appointed to full-time position or office in the Union whose duties require his/her absence from work shall be granted a leave of absence for the term of such office or position.
2. An employee who meets all of the requirements as herein before specified and has a minimum of two (2) years of seniority with the Employer shall be granted a leave of absence without pay and he/she shall accumulate seniority during his/her leave of absence and he/she shall be entitled to resume his/her regular seniority status and old job and recall rights. An employee who applies for either a child care or military leave would not be required to have a minimum of two (2) years of service with the Employer.

3. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee and a copy sent to the Union. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to both parties.

#### ARTICLE XIX

#### RETIREMENT

- A. All employees shall be allowed to continue their employment with the Employer until age seventy (70). After age 70, employees may continue their employment on a year to year basis upon written request to the Employer.
- B. Unused sick days. Any employee retiring from the District in accordance with the Michigan Public School Employees Retirement System (MPERS) shall be compensated twenty percent (20%) of their daily rate per day for each accumulated day of unused sick leave.

#### ARTICLE XX

#### ROUTE PREFERENCE

- A. Opening of School Year. Prior to the opening of the school year all routes and buses will be reassigned to the driver that last held that route and bus.
- B. Route Vacancies:
  1. When a route is established and/or becomes open, the employees may bid for this route and the senior employee who meets the requirements shall be granted preference for this route.
  2. Should the senior employee be denied the route, reasons for this denial shall be given in writing to said employee. If said employee disagrees with the reason for such denial, it may become a proper subject for the grievance procedure.
  3. Route vacancies will be posted on the bulletin board for a period of five (5) working days setting forth the minimum requirements for such vacancies or new positions. All interested employees must apply in writing within this five (5) day period. After a driver accepts a run within the five (5) day period, his/her previous run or a run of like nature will be advertised within five (5) working days.



4. Routes vacant due to the temporary absence of a regular bus driver shall not be subject to the provisions of this article and may be filled by the Employer on a temporary basis. If the route vacant consists of a noon run, regular drivers will be given first preference to take that noon run. Provided, however, if any temporary leave of absence extends beyond the school year the position may be declared open if there is no indication from the driver of intent to return.
  5. Any driver who has a noon run as part of their regular route and signs for a different route may, at their discretion, take the noon run and the new route or drop the noon run.
    - a. Any driver who has a noon run may drop the noon run and keep the rest of their route.
    - b. Any noon run that becomes open will be posted.
- C. The Board shall provide, at no cost to the employee, all training, testing and fees required by State and Federal law. This includes, but shall not be limited to:
1. Fees for Commercial Drivers License.
  2. The entry level School Bus Safety Course required by the Pupil Transportation Act, MCLA 2571801 et seq.
  3. Mandatory continuing education courses as required by the Pupil Transportation Act, MCLA 2571801 et seq.
  4. On-road testing (if adopted by the State Board of Education).
  5. Any additional requirements adopted by the Board.
  6. Physical examinations up to the fee charged by the Coleman Family Practice Clinic.
  7. Training provided by the Board on any new procedures required by Pupil Transportation Act, MCLA 2571801 et seq.

Employees shall be compensated for all mileage for activities listed above if the activities are located away from the Coleman Schools. Additionally they shall be paid for time spent in training and testing activities as listed above. Drivers shall be paid one day's pay for the annual updating of route maps and the time for their physical examination [one-half (1/2) day for updating the maps and one-half (1/2) day for the physical examination].

**ARTICLE XXI**  
**EXTRA TRIP DISTRIBUTION**

**A. Extra Trips:**

1. Extra trip hours shall be divided as equally as possible among transportation employees who have the necessary license. An up-to-date list showing extra trip hours will be posted weekly in a prominent place on the bulletin board.
2. Whenever extra trips are required, the person with the least number of extra trip hours in that classification will be called first and so on down the list in an attempt to equalize the extra trip hours.
3. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of extra trip hours of the employees working during the call-out period. An employee may notify the bus supervisor in writing that he/she does not wish extra trip hours. This will remain in effect until the employee notifies, in writing, the bus supervisor that he/she wishes extra trip hours, at which time the employee will be entered on the list and be charged with the high number of hours.
4. Extra trip hours will be computed from the beginning through the conclusion of the school year. Excess extra trip hours will not be carried over each year.
5. Athletic trips involving six (6) or more student-athletes shall be transported by a licensed CDL driver in the bargaining unit.
6. Each extra trip must have at least two (2) adults per spectator bus.
7. Fifty dollars (\$50) will be provided for a jacket every third year. The next jacket allowance will be for 2003-04. A beginning driver will be given fifty dollars (\$50) toward a jacket in the first year of employment.
8. Drivers on overnight trips will be reimbursed for lodging and up to thirty dollars (\$30.00) per day toward meals, not cumulative from day to day. No single meal is to exceed 2/3 of the total.
9. On days when, due to anticipated inclement weather, transportation may be provided to students who would otherwise walk from and to the high school for auto shop classes or assignments as F.T.A.'s in the middle or elementary schools, the job of driving the bus for this purpose will be

offered to the driver whose turn it is. The driver accepting this assignment will be paid 2 hours of call-in time and be assigned other appropriate work (e.g. sweeping buses) during the time he/she is not driving students up to the total of 2 hours. Should a sudden change in the weather necessitate unanticipated transportation of such students, an attempt will be made to contact only the person next on the list. Failure to establish such contact will result in the transportation supervisor or custodial/maintenance "outside man" doing the driving.

**ARTICLE XXII**  
**COMPENSATION**

Wage Schedule 2003-2004  
Percent Inc = 2.00%

	Probationary	1st Year	2nd Year	3rd Year
Paraprofessional				
Para	7.73	8.99	9.55	10.56
Media Clerk*	8.01	9.25	9.82	10.81
One-on-One	8.30	9.58	10.16	11.17
Para with 60 hours	9.32	10.60	11.18	12.19

\* In the event a Media Director is hired by the District, the Media Clerk's wage will be the same as the paraprofessional schedule.

	Probationary	1st Year	2nd Year	3rd Year
Secretarial				
Assistant Secretary	9.50	10.95	11.91	12.88
Secretary	9.95	11.63	13.48	15.05
Head Building Secretary	10.59	12.47	14.16	15.93

	Probationary	1st Year	2nd Year	3rd Year
Custodial/Maintenance				
	12.74	13.77	14.58	15.39

	Probationary	1st Year	2nd Year	3rd Year	Extra Trip
Bus Drivers'					
	18.33	18.70	19.65	20.60	14.05
Bus Attendant	9.78	10.08	10.23	10.28	

	Probationary	1st Year	2nd Year	3rd Year
Food Service				
Head Cook	12.26	12.38	13.37	14.36
Cook	11.96	12.09	13.08	14.08
Server/Helper	10.06	10.26	10.52	10.78

Bargaining unit members will not be paid these rates for the 2003-04 school year. However, they shall be used as if they were in effect when negotiations begin for the 2004-2005 school year wages.

**Wage Schedule 2004-2005**  
**Percent Inc = 1.500%**

Paraprofessional	Probationary	1st Year	2nd Year	3rd Year
Para	7.85	9.12	9.69	10.72
Media Clerk*	8.13	9.39	9.97	10.97
One-on-One	8.42	9.72	10.31	11.34
Para with 60 hours	9.46	10.76	11.35	12.37

\* In the event a Media Director is hired by the District, the Media Clerk's wage will be the same as the paraprofessional schedule.

Upon completion of Highly Qualified Certification a one time payment of \$500 will be spread over the balance of pay for that year.

Secretarial	Probationary	1st Year	2nd Year	3rd Year	
Assistant Secretary	9.56	11.02	11.98	12.96	0.625%
Secretary	10.01	11.70	13.56	15.14	
Head Building Secretary	10.66	12.55	14.25	16.03	

Custodial/Maintenance	Probationary	1st Year	2nd Year	3rd Year	
	12.82	13.86	14.67	15.49	0.625%

Transportation	Probationary	1st Year	2nd Year	3rd Year	Extra Trip	
Bus Drivers'	18.60	18.98	19.94	20.91	14.05	1.50%
Bus Attendant	9.93	10.23	10.38	10.43		

Food Service	Probationary	1st Year	2nd Year	3rd Year	
Head Cook	12.34	12.46	13.45	14.45	0.625%
Cook	12.03	12.17	13.16	14.17	
Server/Helper	10.21	10.41	10.68	10.94	1.50%

A new hire shall move to the 1st year pay rate upon completion of a 90-work day probationary period.

Movement to the 2nd and 3rd year columns shall occur on the anniversary of the employee's hire date in the appropriate years.

For the 2004-2005 school year, all insured Employees will be paid an increase of .625%.

For the 2004-2005 school year, all uninsured Employees will be paid an increase of 1.5%.

Employees who work overtime on Friday night after time sheets have been turned in and who notify the supervisor of the overtime no later than 9:00 a.m. the following Monday, shall receive pay for the overtime on the next pay check.

A. Food Service

1. The option will exist to call in additional help if needed when the supervisor is not present.
2. The rate for all cooks and/or servers/helpers working as a kitchen supervisor for extra dinners or meals shall be time and one-half (1 ½) regular pay.
3. Anytime a server/helper works as a cook the employee shall be compensated at a cook's beginning wage.

B. Longevity:

After 15 years: \$ .25/hour  
After 20 years: \$ .50/hour  
After 25 years: \$ .75/hour

These monies will be added to the base rate only.

C. Health Insurance:

1. Cooks, custodial/maintenance, and secretarial employees shall select PAK A, B or C.
2. Bargaining unit members who do not qualify for Board provided insurance will have the option to purchase medical insurance. Payments will be made by payroll deduction through the District's Section 125 Plan on a monthly basis prior to the billing date. Failure to make payment by the designated date will result in immediate cancellation until the next open enrollment period. The open enrollment period will normally be May 1 to May 31. The Association will be consulted prior to any change of open enrollment dates.

**MESSA-PAK #428C – PLAN SUMMARY**

**PAK A - FOR EMPLOYEES NEEDING HEALTH INSURANCE**

Super Care 1, \$50/\$100 Deductible, \$5/\$10 Rx  
(Includes \$5,000 AD&D Basic Term Life)

Long-Term Disability

70% of Max Eligible Salary  
Maximum Monthly Benefit \$3,500.00  
Maximum Eligible Monthly Salary \$5,000  
90 Calendar Days Modified Fill Elimination Period  
COLA – No  
Mental/Nervous - Two Years  
Alcohol/Drug - Two Years  
5% minimum Payout  
Pre-existing Limits Waived  
Family Social Security Offset

Life Insurance

\$10,000, AD&D  
Disability waiver will apply

Vision

VSP 3

Dental

60/60/60:\$1,000 Annual Maximum  
60:\$1,000 Lifetime Max  
Two Cleanings Per year  
No Adult Orthodontics

**PAK B - FOR EMPLOYEES NOT NEEDING HEALTH INSURANCE**

Long-Term Disability

70% of Max Eligible Salary  
Maximum Monthly Benefit \$3,500.00  
Maximum Eligible Monthly Salary \$5,000  
90 Calendar Days Modified Fill Elimination Period  
COLA – No  
Mental/Nervous - Two Years  
Alcohol/Drug - Two Years  
5% minimum Payout  
Pre-existing Limits Waived  
Family Social Security Offset

Life Insurance

\$20,000, AD&D  
Disability waiver will apply

Vision

VSP 3 Plus

Dental 80/80/80:\$1,000 Annual Maximum  
80:\$1,300 Lifetime Max  
Two Cleanings Per year  
No Adult Orthodontics

\$325 per month cash in lieu of health insurance through the District's  
Section 125 Plan (\$3,900 annually).

**PAK C - FOR EMPLOYEES NEEDING HEALTH INSURANCE**

\$0 Deductible, \$5/\$10 Rx  
(Includes \$5,000 AD&D Basic Term Life)

Long-Term Disability

70% of Max Eligible Salary  
Maximum Monthly Benefit \$3,500.00  
Maximum Eligible Monthly Salary \$5,000  
90 Calendar Days Modified Fill Elimination Period  
COLA – No  
Mental/Nervous - Two Years  
Alcohol/Drug - Two Years  
5% minimum Payout  
Pre-existing Limits Waived  
Family Social Security Offset

Life Insurance

\$10,000, AD&D  
Disability waiver will apply

Vision

VSP 3

Dental

60/60/60:\$1,000 Annual Maximum  
60:\$1,000 Lifetime Max  
Two Cleanings Per year  
No Adult Orthodontics

PAKS A, B and C insurance plans are effective from September 1 through August 31 of each contractual year.

For the 2004-2005 school year the District will pay up to \$1,081.75 of the monthly premium for those entitled to health insurance. Employees electing PAK A or C will pay any amount over the cap in equal deductions from their paychecks through a Section 125 Plan.

**D. Holidays**

Employees shall receive their regular daily pay for the following holidays, according to the classification in which they are working at the time of the holiday.

	Transportation	Custodial/ Maintenance	Cooks	Para- professionals	Secretaries	FS Server Helpers
4 <sup>th</sup> of July	No	Yes	No	No	No	No
Friday before Labor Day*	No	Yes	No	No	No	No
Labor Day*	Yes	Yes	Yes	No	Yes	Yes
November 15**	Yes	Yes	Yes	No	Yes	Yes
Thanksgiving	Yes	Yes	Yes	Yes	Yes	Yes
Friday after Thanksgiving	Yes	Yes	Yes	Yes	Yes	Yes
Christmas Eve Day***	No	Yes	Yes	No	Yes	Yes
Christmas Day	No	Yes	No	No	Yes	No
New Year's Eve Day	No	Yes	No	No	Yes	No
New Year's Day	Yes	Yes	No	Yes	Yes	Yes
Good Friday	Yes	Yes	Yes	No	Yes	Yes
Memorial Day	Yes	Yes	Yes	No	Yes	Yes

- \* If the school year has started.
- \*\* If the day falls on a school day and school is not scheduled.
- \*\*\* If December 24 is a school day, the day after the Christmas Day holiday shall be a paid holiday.

Employees required to work on any of the above named holidays (except the Friday before Labor Day and the Friday following Thanksgiving Day) shall receive double time for hours worked plus the regular holiday pay. Employees required to work the Friday before Labor Day or the Friday following Thanksgiving Day shall be paid time and one-half (1.5) plus the regular holiday pay.

**ARTICLE XXIII**

*medical*  
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**TRAINING**

- A. The Board will provide training for all paraprofessionals hired to deal with inclusive education students.
- B. Any additional training of bargaining unit members that is needed for job safety and performance will be provided for by the District.
- C. Bargaining unit members required to attend meetings will be paid their regular hourly wage. Bus drivers will be paid their extra trip rate per hour.



**D. Title One Paraprofessionals:**

1. Paraprofessionals hired on or before January 8, 2002 and required by the No Child Left Behind Act of 2001, 20 USC 6301 et seq., to meet the requirements of 20 USC 6319(c) by January 8, 2006 shall:
  - a. Be allowed to choose which of the four options below he/she will elect in order to satisfy those requirements:
    - 1) Complete at least 2 years of study at an institution of higher education.
    - 2) Obtain an associate's (or higher) degree.
    - 3) Meet the standard of quality defined by the Michigan Department of Education through:
      - (a) ACT WorkKeys
      - (b) Michigan Test for Teachers Certification (MTTC)
      - (c) Other tests approved by the State
    - 4) Meet the standard of quality through a Paraprofessional Portfolio Assessment as provided by the Michigan Department of Education (MDOE).
      - (a) Each paraprofessional constructing a portfolio shall select a "Qualified Colleague" of his/her choice who meets the requirements and agrees to fulfill the responsibilities set down by MDOE.
      - (b) The "District Review Committee" shall consist of the Building School Improvement Team Steering Committee.
  - b. If a paraprofessional has been determined by another school district or by the Michigan Department of Education as meeting the requirements of 20 USC 6319(c), then he/she shall be considered by this school district as meeting the requirements of 20 USC 6319(c).
2. The employer shall pay the test expenses incurred after January 8, 2002 for each employee wishing to meet the requirements of 20 USC 6319(c),

who selects option (3) above. Reimbursement will be made within three (3) weeks after the employee submits proof of the successful completion of the test and a receipt for the costs.

3. Training shall be provided to those paraprofessionals who elect to meet the requirements of 20 USC 6319(c) by a formal academic assessment. The training shall be designed to assist in the satisfactory completion of the assessment. The district will reimburse each employee for the actual cost of training up to a maximum of \$100.
4. An employee subject to the requirements of 20 USC 6319(c) who, after making a good faith effort, is unable to meet the requirements by the deadline established by law shall be transferred to another bargaining unit position of at least equal pay and as nearly equal hours as possible within the paraprofessional classification if one exists. This shall be accomplished by allowing the employee to:
  - a. Fill a vacancy for which he/she is qualified, or
  - b. Bump a less senior paraprofessional in a position for which he/she is qualified.

The actions in filling a vacancy or bumping a less senior bargaining unit member shall be in accordance with the provisions of this Master Agreement.

5. Para professionals becoming highly qualified, but not having completed two years of higher education, or an associate's degree, will receive a one-time \$500 bonus to be spread over the remaining checks of the school year.

#### ARTICLE XXIV

#### EVALUATION

- A. All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.
- B. Bargaining unit member evaluation shall be by formal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties as agreed

to by the Employer and the Union. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor.

- C. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within twenty (20) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- D. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

Within ten (10) days of completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed by using the procedures of this article.

- E. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Union.
- F. Each bargaining unit member's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this bargaining unit member is \_\_\_\_\_satisfactory, \_\_\_\_\_unsatisfactory (check one)."

## ARTICLE XXV

### DRUG AND ALCOHOL TESTING

- A. Pre-Employment: New drivers as of January 1, 1996, will submit to drug and alcohol testing as a condition of employment. Any positive results will deem a person unsuitable for hire.

- B.** The Annual Physical policy will remain in effect and will follow the guidelines set forth by MDOT (Michigan Department of Transportation). The annual physical is a condition of employment. Anyone unable to obtain a medical examiner's certificate shall not be offered continued employment.
- C.** Random Drug and Alcohol Testing: All random testing will be done by a certified drug and alcohol technician hired by the school district. Testing will be at a controlled site selected by the vendor. Drivers will be compensated sitting wages for time required for testing. Any driver requested by the district to drive their own personal vehicle will be reimbursed at the annual board approved rate.
- 1.** Alcohol testing:
    - a.** Positive results equal to or greater than .04% as determined by the MRO (Medical Review Officer) or refusal to submit to random testing shall result in discharge from employment.
    - b.** Positive results equal to or greater than .02% and less than .04% as determined by the MRO will result in the following discipline:
      - 1)** Immediately removed from any duty which involves the performance of a safety-sensitive function;
      - 2)** Subject to progressive disciplinary action, up to and including discharge, subject to the standards of reasonable and just cause;
        - (a)** First offense, five (5) day suspension without pay.
        - (b)** Second offense, fifteen (15) day suspension without pay.
        - (c)** Third offense, dismissal.
      - 3)** Advised of available resources for evaluating and resolving problems associated with the misuse of alcohol and use of prescription or over-the-counter medication (such treatment is at employee expense/responsibility).
        - (a)** This step shall include the provision of names, addresses, and telephone numbers of substance abuse professionals, and counseling and treatment programs.

- (b) This step shall include referral to a substance abuse professional for evaluation.
- 4) Entitled to treatment. No disciplinary action will be taken if treatment is received. This relates to first offense only.
- 5) Returned to duty involving the performance of a safety-sensitive function only if the covered employee's conduct does not result in discharge and if the covered employee submits negative tests in compliance with the Omnibus Employee Testing Act of 1991 and its promulgated regulations.
- 6) Required to undergo return-to-duty testing as well as unannounced follow-up tests after the covered employee's return to duty as directed by the substance abuse professional and in compliance with the Omnibus Employee Testing Act of 1991 and its promulgated regulations if in a safety sensitive function. Subsequent positive tests will result in further disciplinary action, including the driver's discharge, subject to the standards of reasonable and just cause.

## 2. Drug Testing

- a. The use of illegal controlled substances is strictly forbidden. Test results of a positive nature shall result in immediate dismissal from employment.
- b. Positive test results incurred as the result of the use of prescription or over-the-counter medication shall follow section 1(b) discipline guidelines.
- c. The use of a prescription drug not specifically prescribed to you for use is considered illegal and will be treated as the use of an illegal controlled substance.

## 3. Voluntary Requests for Alcohol or Substance Abuse Counseling/Treatment:

Any driver who voluntarily requests alcohol or substance abuse counseling or treatment through the Coleman Community School District before being tested or being requested to be tested shall be referred to a substance abuse professional to determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and/or

controlled substance use. The counseling will be the driver's responsibility including all costs not covered by insurance. The driver will not be disciplined but must:

- a. Immediately be removed from all duties involving the performance of a safety-sensitive function;
- b. Immediately cease alcohol misuse and/or the use of unapproved prescription or over the counter drugs;
- c. Consent to unannounced testing in compliance with the Omnibus Employee Testing Act of 1991 and its promulgated regulations if in a safety sensitive function;
- d. Comply with all other conditions of the alcohol or substance abuse counseling or treatment program as determined by a medical review officer. Sick leave time may be used as long as enrolled in a medical rehabilitation program.

**4. Authorized Use of Prescription and Over-the-Counter Medication:**

Drivers using prescription or over-the-counter medication are responsible for being aware of any potential effects such medications may have on their ability to perform their duties. If a driver uses a controlled substance pursuant to a doctor's prescription that will adversely affect the driver's ability to perform safety-sensitive function, the driver must immediately inform the supervisor of this medication, as well as the doctor's opinion. The prohibition against alcohol use also includes medication that contains alcohol.

**D. Driver Exemptions from Random Testing are as follows:**

1. Pre-arranged absences (doctor appointments)
2. Not on duty (sick or pre-arranged)
3. On the job (out of local area or trip other than normal route)

**E. Post Accident: If you are involved in an accident in a district-owned vehicle and you are designated by the district as a safety-specific employee, you must have a drug and alcohol screening if any of the following conditions are met:**

1. The accident results in fatality.

2. One or more persons involved in the accident requires medical treatment away from the accident scene.
3. One of the vehicles has \$500 damage or requires towing.
4. You receive a law enforcement citation arising from the accident.

Drivers involved in an accident on an out-of-district trip where any of the above criteria are met will do the following:

1. Immediately request an alcohol breath test from the reporting law enforcement agency, absent the need for immediate medical attention.
2. Notify supervisor as soon as possible.
3. Report for a drug screening test at the first available opportunity, but no later than 32 hours after the time of the accident.

If an alcohol test is not administered within two hours or if a drug test is not administered within 32 hours, the district shall prepare and maintain records explaining why the test was not conducted. Tests will not be given if not administered within eight hours after the accident for alcohol or within 32 hours for drugs.

- F. **Reasonable Suspicion:** Anyone suspected of being under the influence of drugs or alcohol while on the job shall be observed and all incidents and actions will be documented. The person in question shall be transported to the nearest test site as soon as possible. Positive results will be subject to the discipline described in Section III. Refusal to submit to testing shall result in discharge from employment. If the test results are negative, the driver will be made whole for any lost wages.

The district agrees to provide additional training for one association member selected by the association president.

1. At least 60 minutes of training on alcohol misuse;
2. At least an additional 60 minutes of training on controlled substances use;
3. The physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

4. The purpose of this training is for informational purposes to help association members answer questions and understand their rights and obligations.

An individual discharged under any of these circumstances will not be permitted re-employment in a safety-specific transportation job. Referrals for substance abuse will be made as required by DOT (Department of Transportation) law or regulations.

#### ARTICLE XXVI

#### CAMERAS ON BUSES

The Association understands that the District may install cameras on school buses for the sole purpose of helping to improve student behavior and, accordingly, student safety on District buses. The tapes made by these cameras are for the primary purpose of recording and monitoring student behavior while in and/or at the immediate area of the buses. However, such tapes may be used for monitoring and training of school employees as to the propriety and/or effectiveness of actions taken to control and/or manage student behavior on or in the vicinity of school buses.

The driver shall not be responsible for the tape, or its quality, or its existence. The placement of the cameras on the buses shall not be the responsibility of bargaining unit members. School employees will be notified when cameras are placed on their bus.

The District agrees to work with the driver and/or paraprofessional to control the students and understands that, occasionally, students will misbehave for reasons which are not attributable to the school employee(s) on the bus. It is also understood that all school employee(s) are expected to respond to student misbehavior in an appropriate manner which is in compliance with all state laws, school policies and/or administrative directives.

#### ARTICLE XXVII

#### ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.



ARTICLE XXVIII  
DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2002, and continue in full force and effect until June 30, 2005.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

BOARD OF EDUCATION  
COLEMAN COMMUNITY SCHOOLS

COLEMAN EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION/MEA/NEA

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

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Date

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Date