

10/5/2001

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MASTER AGREEMENT

between

C.O.O.R. INTERMEDIATE SCHOOL DISTRICT

and

**MICHIGAN EDUCATION ASSOCIATION
C.O.O.R. ISD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

**Effective Date: October 6, 1998
Termination Date: October 5, 2001**

C.O.O.R. Intermediate School District

COOR ISD ESP CONTRACT 1998-2001

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ARTICLE I - RECOGNITION

- A. The C.O.O.R. Intermediate School District Board of Education hereby recognizes the C.O.O.R. ISD Educational Support Personnel Association, MEA-NEA, as the exclusive and sole bargaining agent for the purpose of negotiating wages, hours and conditions of employment in the following unit:

All full time and regular part-time employees in the following classifications:
R.O.O.C. Staff (includes Paraprofessionals, Job Coaches, Custodians, Machine Repair, Skilled Trainers), Paraprofessionals, Bus Drivers, Bus Aides, Special Education Paraprofessionals, Bus Mechanics, and Maintenance Employees,

But excluding:

Program Managers, Counselors, Evaluators, Foremen, (CO-OP, YETP, SYEP Students), Kirtland Community College Aides, Secretarial/Clerical Employees, Per diem Substitues, and Supervisors as certified by the Michigan Employment Relations Commission.

- B. The term "employees", when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit defined above. All references to male employees shall be equal in reference to female employees of this bargaining unit.
- C. The term "District", when used hereinafter in this Agreement, shall refer to the C.O.O.R. ISD Board of Education, its administrators and agents.
- D. The District recognizes the integrity of the bargaining unit and shall not subsidize or negotiate with any other employee organization which purports to represent the employees covered by this Agreement.
- E. Supervisory employees, or non-bargaining unit people, shall not be permitted to displace or replace bargaining unit members except in emergency situations. Non-bargaining unit employees may perform bargaining unit work when bargaining unit members are unavailable.
- F. During the term of this Agreement, the District shall not contract out or sub-contract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit without first discussing it with the Association.
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ARTICLE II - EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee as defined in Article I, Sec. A. shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States and that it will not discriminate against any employee by reasons of his membership in the Association, or his institution of any grievance, complaint or proceeding under this Agreement.
- B. The private and personal life of any employee is not within the appropriate concern or attention of the Board, unless it adversely affects their assignment and duties.
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ARTICLE III - DISTRICT RIGHTS

The District, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duty and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting in generality or foregoing the right to the executive management and administrative control of the School system and its properties and facilities and the activities of its employees, to hire all employees and subject to the provisions of the law and this Agreement, to determine their qualifications and the conditions of their continued employment or their dismissal, and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the School Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and express terms of this Agreement, and then to the extent that specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. The parties agree that this Contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

Article IV - ASSOCIATION RIGHTS

- A. Stewards, Alternate Stewards, and President. The employees covered by this Agreement may be represented by up to four (4) stewards. The Association shall have the exclusive right to assign such stewards, and shall assign one (1) steward from each of the following locations or departments: R.O.O.C. Work Center, Transportation, and C.O.O.R. Instructional Paraprofessionals. With the permission of the supervisor, the steward shall be permitted to confer with bargaining unit employees with respect to formally filing grievances during normal working hours, provided it does not interfere with normal activity.

The Employer will be notified of the names of the stewards and alternate stewards, in writing, of any election or change within seven (7) days. The alternate steward would serve only in the absence of a regular steward. All stewards and alternate stewards shall have completed their probationary period.

- B. The Association shall have the right to post notices of its activities and matters of Association concern on Association bulletin boards, one of which will be provided in the R.O.O.C. Work Center, Transportation, and C.O.O.R. Educational Center.
- C. The Association shall have the right, as the exclusive union representative, to use inner-school communication service and boxes, if available, for communications to its members for such events as regular meetings, conventions, training programs, provided distribution of Association communications does not require the School District to expend additional monies or allocate additional personnel time to perform such service.
- D. The Association shall have the right to use the school facilities and equipment - including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all type of audio-visual equipment when such equipment is not otherwise in use. Association use of school facilities and equipment will be permitted provided that:
1. A request is made and use arranged for in advance from an administrator.
 2. The use is strictly to service the legitimate purposes of the Association, such as duplication of records, notices, correspondence.
 3. The purpose is for the internal business of the Association and is not for public distribution.
 4. Such use is not detrimental to the best interest of the School District.
 5. The Association shall reimburse the District for any expendable supplies and machine usage at the same rate as that charged for non school business use.
 6. Performance of these activities shall not interfere with normal work responsibilities.

ARTICLE V - AGENCY SHOP

- A. All bargaining unit members who are currently members of the Association or are currently paying a service fee, and all new bargaining unit members, shall, as a condition of employment, (1) on or after thirty (30) days from the date of completion of probation or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, within a reasonable period of time following deduction.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Association has established a "Policy Regarding Objections to Political- Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- D. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of the court or administrative agency as a direct consequence of the Employer's compliance with this Article, including unemployment.
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ARTICLE VI - WORKING CONDITIONS

- A. The District shall provide restroom facilities for District employees at each District building.
- B. The Board will repair or replace any personal property of employees that is reasonable that may be damaged due to use on the job that is not the fault of the employee, provided that personal equipment is required for the job. Damages must be reported immediately. Reimbursement will not exceed the actual cost of the item or a maximum of \$100.00, whichever is less. Glasses are exempt from the \$100.00 limitation for repair or replacement.
- C. The District shall provide and launder uniforms for mechanics on the following schedule: one (1) shirt and one (1) pair of pants per work day. Each employee receiving a uniform will be responsible to return the uniform in a timely manner.
- D. Bus drivers shall report all mechanical problems as specifically as possible, in writing, to the bus supervisor on a Vehicle Maintenance and Repair Order. The supervisor shall provide verbal assurance to the driver that the mechanical problems have been repaired and maintenance has been performed. A copy of the written repair report shall be kept in a central file at the bus garage. Drivers shall have open access to review the file.
- E. A Safety Committee representing employees and the District is hereby established. This committee shall consist of one employee elected from each department and shall meet at least quarterly with the District during regular daytime working hours for the purpose of making recommendations. Employees chosen to serve on the Safety Committee shall not be stewards or officers of the Association. In the event District representatives and Association representatives fail to agree with regard to a safety recommendation, the Committee shall engage the services of a safety consultant to resolve the dispute.
- F. Substitutes shall be provided, when available and necessary for any bargaining unit member who is absent for any reason. A substitute shall be considered necessary and will be provided when two R.O.O.C. Staff are absent. One additional substitute will be provided for each multiple of two absent R.O.O.C. Staff.

ARTICLE VII - WORK HOURS

- A. The regular work week shall be Monday through Friday. No shift shall be changed except as mutually agreed upon by the District and the Association.
- B. 1. The exception to the Monday through Friday regular work week shall be R.O.O.C. Staff working at Job Coaching in addition to their regular work week. R.O.O.C. Staff may choose to take assignments as Job Coach according to the following criteria:
- a. Assignments will be voluntary.
 - b. Assignments will be offered by seniority on a rotation basis.
 - c. If an employee declines an assignment he/she will be by-passed until their next turn on rotation.
 - d. If all employees decline an assignment, the District may pursue other alternatives to cover that entire assignment.
2. Nothing herein shall obligate the employer to assign work to a paraprofessional if such assignment will cause the paraprofessional to earn overtime. However, if overtime occurs, it shall be assigned as equally as possible beginning with seniority and continuing on a rotation basis.
- C. With approval of the employees' supervisor, one (1) employee per department, on a rotation basis, shall be allowed a thirty (30) minute duty free lunch period (unpaid).
- D. Employees, working five and one-half (5 1/2) or more hours per day, may take a fifteen (15) minute coffee break without consumers / students in the A.M. and also a fifteen (15) minute coffee break without consumers / students in the P.M., or the first half and second half of their regular shift, whichever may apply, without loss of pay or benefits. Breaks will be taken on site at times designated by the administrator or designee. Transportation employees shall take their break before their morning and afternoon run unless otherwise arranged with their supervisor.
- E. An employee reporting for overtime shall be guaranteed at least two (2) hours' pay at the rate of time and one-half.
- F. Time and one-half will be paid for hours in excess of forty (40) per week.
- Vacation and holiday time shall not be included when computing the forty (40) hours weekly after which overtime is paid.
- G. All hours paid by the District to an employee shall be considered as hours worked for the purpose of computing any of the fringe benefits under this Agreement.

ARTICLE VIII - SNOW DAYS

A. Transportation Department

1. It will be the responsibility of the employee to listen to the radio / T.V. for school closings before 5:30 A.M. The Director of Physical Plant and Transportation - or designee will call or notify the driver of school closings. If a School District is closed for snow, no students / consumers are to be transported from that area and no time shall be paid for that day to the affected driver.
2. Any employee who begins his / her duties at the regularly scheduled time shall be paid a minimum of two (2) hours at their regular hourly rate if the employer fails to cancel school prior to the employee's regularly scheduled starting time or they will be paid for the time they are on the road until they return, whichever is greater.
3. If R.O.O.C., T.M.I. and S.M.I. are closed, no employee shall report and no time shall be paid for that day, except for 2 above, or if approved to work by an administrator.
4. Delayed Openings

The transportation supervisor or designee will call the driver:

- a. If all students in a single vehicle are from the delayed school, delay the time requested and then make the run.
- b. Students going into an area that must connect with another vehicle or are on a bus with other students will not be transported.

B. Classroom Paraprofessionals - R.O.O.C. Staff

1. It will be the responsibility of the employee to listen to the radio/T.V. for school closings. Staff are not to report and no time will be paid for that day unless approved to work by an administrator.
2. If a delayed opening or early closing is called, employees will change their hours to accommodate this time. Variance will only come from an administrator.

C. All Employees

There will be no proration of vacation or sick time during any down time. Down time is described as being time that school closes for unexpected reasons, such as snow days, power failure, etc. Down time includes school Spring break and Christmas. Down time does not include the summer time for the 180 day employees.

ARTICLE IX - DISCIPLINE AND DISCHARGE OF EMPLOYEES

- A. No employee will be disciplined without just cause and due process. Probationary employees are excluded from the Just Cause portion of this Article.
- B. Upon the employee's request, the employee shall be entitled to have an Association representative or steward of his choice present in any meeting with the District which may result in discipline. No meeting shall be held until the employee has had sufficient time to have a representative available. The employee will be given up to 3 working days to make arrangements to have a representative available.
- C. When an employee is given a suspension, disciplinary discharge, layoff, written reprimand and/or warning which is to be affixed to his/her personnel file, the employee shall be promptly notified of the action taken, in writing. The employee shall have the right to attach a response to any document placed in his personnel file.
- D. Records of disciplinary action must be specific in content, signed by the contributor and a copy furnished to the employee.
- E. Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into consideration any prior infractions which occurred more than two (2) years previously unless the employee is being progressively disciplined for similar infractions which did occur last year.
- F. The Employer agrees promptly upon the discharge of an employee to notify in writing the employee and the steward of the discharge. Said written notice shall contain the specific reasons for the discharge.

The discharged employee will be allowed to discuss his discharge with the steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer.

Should the discharged employee consider the discharge to be improper, it may be submitted to the grievance procedure by the steward after being signed by the employee. The steps of the grievance procedure may be waived by mutual agreement.

ARTICLE X - PROTECTION OF EMPLOYEES

- A. 1. In the event an employee is subject to an unprovoked assault which arises out of and in the course of his / her employment, it shall be promptly reported to his / her immediate supervisor. The District will provide legal counsel to advise the employee of his / her rights and obligations with respect to the assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

In the event the employee is the subject of a civil action filed by someone other than an employee of the District which arose out of and in the course of his / her employment, the District will provide reasonable legal counsel and render necessary assistance to the employee in his / her defense, provided the employee's conduct was justified based upon what a reasonable and prudent person would do in like or similar circumstances.

The employee shall be paid with all loss of time, seniority or other benefits for any injuries incurred. Time lost in pursuing legal action under this Article shall be paid up to a limit of \$5,000.

2. In cases of altercations between employees, the District shall not be required to abide by Section A. 1. above.

- B. The District recognizes its responsibilities to give all reasonable support and assistance with respect to the maintenance of student discipline in the School District. Whenever it appears that a particular student interferes with an employee in the performance of his/her duties or persistently misbehaves while under the charge of the employee, said student's behavior shall be immediately reported to the supervisor in charge. A form shall be made available for such report. Included on this form shall be a section for the supervisor to indicate to the employee the type of investigation and the remedy developed for the incident in question.
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ARTICLE XI - GRIEVANCE PROCEDURE

- A. Any claim by an employee or the Association that there has been a violation, misinterpretation, or inequitable application of the specific terms and provisions of this Agreement, or a complaint concerning disciplinary action which has been implemented without reasonable and just cause shall be a grievance and shall be resolved through the procedure set forth.
- B. The terms "days" in this Article shall mean working days except where otherwise indicated. It is important that grievances be processed through the steps as rapidly as possible; the number of days at each step should be considered to be the maximum and every effort should be made to expedite the process. Failure by the employee and/or the Association, at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. The parties may, however, mutually agree to extend the time limit at any step. Provided, however, that such agreement to extend is agreed to verbally prior to the expiration of the deadline and reduced to writing and signed by the District and Association as soon as possible.
- C. In processing up to but not including arbitration, release time will be granted upon mutual consent by the aggrieved person, Association and Superintendent. However, each party shall bear the cost of their own witnesses, representatives and all other expenses, except the fees and expenses of the arbitrator. The fees and the approved expenses of the arbitrator shall be paid by the party against whom the arbitrator renders an adverse decision. In the case of compromise, the arbitrator shall decide on the distribution of his fees.
- D. Nothing contained herein shall be construed as limiting the right of an employee to discuss a matter informally with his supervisor as described in Level One (1) of the Grievance Procedure. No reprisals of any kind shall be taken by or against any party or interest, or any proper participant in the procedure by reason of such participation. A grievance may be withdrawn by mutual agreement at any level without prejudice.
- E. An employee who is a member of the bargaining unit covered under this Agreement or any group of such employees, or the Association believing they are aggrieved may file a grievance. A group of employees may be represented at any level of the grievance procedure by a designated steward of the Association.
- F. The primary purpose of this grievance procedure is to secure equitable solutions at the lowest supervisory level possible. Both the Association and the District agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure.
- G. Procedure for Handling.
 - 1. The employee who feels he has a grievance shall first identify it as a grievance issue, cite the appropriate contract section or sections, and shall discuss it with their supervisor with the object of resolving the matter informally.

2. If this fails to resolve the grievance, the employee or his steward will reduce the grievance to writing on their own time, this to be presented to his supervisor within ten (10) working days following the act or condition which is the basis for the grievance, specifying the section of the contract he alleged was violated, the events that caused the alleged violation and the remedy he seeks. The written grievance may be given to his supervisor by either the employee or the steward.
3. Within five (5) working days of the receipt of the written grievance, the supervisor will arrange a conference, with the view of satisfactorily resolving the grievance. At the time of the conference, the employee shall appear personally, and may be represented by the Union Steward, or both. Such conference shall be scheduled during working hours at a time where there is no disruption of normal school routine and duties of the employees.
4. Within five (5) working days after such conference or longer, if mutually agreed to, the supervisor shall answer such grievance in writing to the steward or employee. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the supervisor's decision will be final.
5. If the Union does not accept the supervisor's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice to him, in writing, within five (5) working days after the date of the supervisor's written decision.
6. Within ten (10) working days after receipt of the written appeal, the superintendent or his designated representative, will arrange for a conference to satisfactorily resolve the grievance. Every attempt will be made to schedule grievance hearings so that the employees involved shall not lose any regular scheduled pay nor will the School District be obligated to pay any additional monies to hear any scheduled grievances. Conferences will be scheduled at a time when there is no disruption of normal school routines and duties of the employees. The meeting shall be between the chapter chairperson, the steward, the grievant, MEA Uniserv representative and up to four (4) representatives of the administration.
7. Within ten (10) working days after the conference, or longer if mutually agreed to, the superintendent or his designated representative shall answer such grievance in writing.
8. Such answer shall be final and binding unless appealed to the next step within twenty (20) working days from the date of the superintendent's written decision.
9. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of the Association. The matters to be arbitrated shall be submitted to an arbitrator under the rules of the American Arbitration Association. The individual grievant will put in writing that they wish to take their case to arbitration. In the case of an Association grievance, this is waived.

10. This Agreement constitutes a contract between the parties and shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority nor shall he consider his function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of this Agreement can be relevant evidence, but may not be used so as to justify or result in what is, in effect, a modification, whether by addition, or detracting of written terms of this Agreement. The arbitrator has no obligation or function to render a decision merely because, in his opinion, such a decision is fair and equitable, or because in his opinion it is unfair or inequitable.
 11. It is expressly agreed to by the parties, in writing, the arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing. Separate arbitrators shall be constituted for each grievance appealed to binding arbitration.
 12. Neither party may assert in arbitration proceedings any events not disclosed to the other party prior to the arbitration hearing.
 13. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned, less earnings from employment that the employee gained as a result from being improperly suspended or discharged, and less any unemployment compensation received by the employee during the period covered by back pay.
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ARTICLE XII - SENIORITY

- A. There shall be no seniority for probationary employees. New employees hired under this contract shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee completes the probationary period, his seniority date shall be established as his date of hire. Fringe benefits shall begin the first day of the month following the month in which sixty (60) working days were completed. If two employees are awarded the same seniority date, their ranking shall be determined by lot. Probationary employees shall receive those rights and benefits provided for them in this Agreement. All current seniority dates will remain in effect as of 1/17/91. The District reserves the right to terminate them at any time, for good cause, during the probationary period.
- B. Seniority shall be by non-interchangeable job classifications as follows:
1. Transportation Employees
 2. Instructional Paraprofessionals
 3. R.O.O.C. Staff (includes Paraprofessionals, Job Coaches, Custodians/Maintenance, Machine Repair, Skilled Trainers)
- C.
1. System-wide seniority shall be determined for each employee as his last date of hire on a system-wide basis with regard to fringe benefits, i.e., retirement, sick days, longevity, vacation allowance as specified herein.
 2. Non-interchangeable job classification seniority shall be determined for each employee effective his first day assigned to the non-interchangeable job classification, provided the employee has successfully completed his probationary period.
 3. Effective with the ratification of this Agreement by both parties, an employee who moves from one non-interchangeable job classification to another non-interchangeable job classification, shall continue to accrue system-wide seniority. However, seniority within the first non-interchangeable job classification shall be frozen until the employee returns to the first non-interchangeable classification (if ever) when it shall continue to accrue. He/she would start at the bottom of the seniority list in the new non-interchangeable job classification.
 4. Absences from work due to illness, accident, leaves of absence, or layoff shall not be construed as a break in continuous service except as hereinafter provided. Teachers or administrators working in the above non-interchangeable job classifications are not eligible for tenure.
 5. When filling vacancies within the Transportation the District shall consider the seniority of the employees provided they are qualified for the position.
- D. The District will maintain an up to date seniority list, a copy of which will be posted on the appropriate bulletin board as soon as possible after July 30th of each year and changes as they occur. The names of all employees who have completed their probationary period

shall be listed on the seniority list in order of their most recent hiring date, starting with the employee with the greatest amount of seniority at the top of the list.

The union president shall affix his/her signature and date showing that the seniority list has been received and posted.

E. An employee shall lose his seniority for the following reasons:

1. He quits or retires.
2. He is discharged and the discharge is not reversed through the grievance procedure.
3. He fails to return to work within five (5) working days after the issuance by the Board of Notice of Recall by registered or certified mail to the last known address of such employee as shown by the District's records.
4. He is absent for more than three (3) consecutive working days without advising the Board, unless the employee can demonstrate there were extenuating circumstances preventing such notification.
5. He is off the active payroll for any reason for a period of twenty- four (24) months or the length of his seniority, whichever is less. The position will not be considered as vacant and therefore will be filled by a substitute. The position shall be posted at 24 months or upon resignation of the employee, whichever occurs first.

F. For purposes of layoff and recall, the chief steward, and all other stewards, in that order, shall head the seniority list of the non- interchangeable job classifications during their term of office, provided they can perform the available work.

ARTICLE XIII - LAYOFF AND RECALL

- A. If the employer finds it necessary to consolidate or eliminate jobs on a permanent basis within this bargaining unit, notice of this proposed consolidation or elimination shall be given to the Association in writing ten (10) working days prior to any final action. At the request of the Association, a specific conference shall be held within five (5) days of notification to the Association for the purpose of discussion and explanation of the proposed consolidation or elimination.

The word "layoff" means a reduction in the working force. In the event of a layoff, the order of layoff within any given non-interchangeable occupational group shall be: first, temporary employees; next, probationary employees; next, other employees in accordance with their seniority, provided those employees remaining in a non-interchangeable occupational group can perform the available work. Whenever practical, the District shall provide individual employees and their steward with thirty (30) calendar days written notice prior to any layoffs. However, one (1) week shall be given on any layoff for economic reasons. Any seniority employee within a job classification that is to be reduced, will exercise their right to bump in the following manner:

1. Into an equal or lower paying job classification, within a department which they had satisfactorily held previously.
2. If they had not held an equal or lower job classification, they shall have the right to bump into the next lower job within their department for which they are qualified.

If more than one employee within a job classification is potentially affected by the layoff a meeting will be held with all employees within that classification to enable all affected employees to exercise their bumping rights in an orderly manner by bumping according to seniority at one meeting.

3. If the employee is not qualified for an equal or lower position within their department, they shall have the right to bump the least senior employee in an equal or lower job classification in another department for which they are qualified.
 4. The least senior employee who remains unplaced after the bumping procedure is completed shall be laid off.
- B. Employees laid off through the procedure as stated in this Agreement shall be maintained on a recall list for the period equal to their system-wide seniority, but in no case more than twenty-four (24) months or the length of his seniority whichever is less. Laid off employees shall be recalled in the inverse order of layoff and most senior employees shall be recalled to the first opening in the job classification from which the employee was laid off, or if he had bumped down from his original position in the reduction of the work force before being laid off to such former position. Recall will be by written certified notice, return receipt requested, to the last known address on file with the District and

shall require that the employee report to work within five (5) working days after delivery or proof of non-delivery. If an employee fails to report for recall, he shall be considered a quit, unless there are extenuating circumstances.

ARTICLE XIV - VACANCIES, PROMOTIONS, TRANSFERS

- A. All job openings and newly created jobs within the bargaining unit shall be posted, listing the specific minimum requirements and qualifications of the position for a period of seven (7) working days on each Association bulletin board and a copy will be sent to the Association President and the Steward of the listed occupational group via inter-office mail or U.S. mail, prior to filling such positions.
- B. Employees interested in the vacancy shall apply in writing within the posting period. In the event two (2) or more applicants apply for the same vacancy and ability and capacity are equal, the District shall appoint the individual having the greatest seniority to the position.
- C. A promotion is the upward change in job classification which results in additional compensation. Promotions within the bargaining unit shall be made on the basis of merit, ability, capacity, and seniority. The District shall have the right to determine qualifications for the positions.
- D. Employees receiving the promotion shall receive a thirty (30) working day trial period in the new job classification. The employee shall receive the rate of pay of the job he is performing when the employee satisfactorily performs all the duties of that job. In no case shall that rate of pay be less than twenty cents (\$.20) from the normal rate of that position or less than his present rate, whichever is greater. The employee shall have the right during the trial period to revert back to his former job classification and former location with no loss of seniority in the former job classification. In addition, the District shall have the right to revert the employee back to his former job classification if, in their opinion, the employee's performance is unsatisfactory. In such cases, written notice of the unsatisfactory performance will be given to the employee. If an employee accepts a promotional opening through this procedure, then reverts back to his former job classification at his request, he will forfeit his right to bid on the same promotional opening for a period of six (6) months.
- E. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the minimum requirements for such job, provided it is known that the vacancy shall be at least for ninety (90) days. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy, providing the employee is performing all the required work.
- F. Transfer of employees. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter within six (6) months transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all seniority accrued while a bargaining unit member for the purpose of any benefits provided in this Agreement upon return to the bargaining unit.

- G. Employees filling vacancies shall receive a thirty day trial period in the new position. The district shall have the right to revert the employee back to his former position if, in their opinion, the employee's performance is unsatisfactory. The employee may revert back, within the thirty (30) day trial period, to his former position with written notice.

ARTICLE XV - BUS RUN ASSIGNMENT

- A. Ten working days prior to the start of the school year the transportation supervisor will post all regular run descriptions with approximate times for these runs. There is no guarantee that these times will be the same after the posting date. Each driver will indicate, in writing, their preference for the runs they wish within five (5) business days. Assignments will be made with the following considerations by the transportation supervisor: driver's home location, location of the vehicle, seniority, geographical area of route and location of bus aides.
- B. 1. Once routes have been established Bus Drivers shall remain on assigned routes. The route may change due to any of the following circumstances:
- a. A rider moves or is transferred;
 - b. A rider's school location is changed;
 - c. A new rider is added;
 - d. By mutual agreement between the driver and transportation supervisor;
 - e. For economic reasons.
2. If a route to which a driver is assigned is reduced due to the circumstances listed above, the driver may bid and be re-assigned in accordance with Section A above if all of the following conditions are met:
- a. The route is reduced at least one (1) hour a day (five [5] hours a week) from the original posted time;
 - b. The reduction will last at least twenty (20) work days;
 - c. The driver can be assigned to a route that will allow him/her to work almost as many hours, (within fifteen [15] minutes per run or one-half [1/2] hour per day), as he/she worked prior to the reduction;
 - d. This process cannot be initiated until November 1 of each year.
3. The Board will make every attempt to have an aide on each bus, when necessary. Before making a decision, supervisor and/or administration will seek out driver's input as to the necessity of the need of an aide.
- C. Field Trips and extra runs not covered by posted shuttle runs. All members of the Transportation Department holding a CDL interested in taking field trips will give written advance notice to the Transportation Department Supervisor at the beginning of each school year. The Employer will attempt to post a notice at least three (3) days in advance of all trips. Trips will be assigned by ongoing rotation from among those employees who have given said advance notice. Any member of the Transportation Department who refuses a trip shall be by-passed until their next turn on rotation. An up-to-date rotation list will be maintained and posted throughout the year.

- D. Nothing herein shall obligate the employer to assign a run to an employee if such assignment will cause the employee to earn overtime. However if overtime occurs, it shall be assigned as equally as possible in rotation by seniority.

- E. By June 1, or as soon thereafter as the transportation supervisor knows of all regular summer runs, the Transportation Supervisor will post all regular summer run descriptions with approximate times for these runs. There is no guarantee that these times will be the same after the posting date. Each employee will indicate, in writing, their preference for the runs they wish within five (5) business days. Assignments will be made with the following considerations by the transportation supervisor: driver's home location, location of the vehicle, seniority, geographical area of route and location of bus aides.

- F. Employees interested in work available during the summer must notify the Transportation Supervisor when they will be available for work during the summer months by June 10th. If an employee notifies the District of unavailability for a period of time they shall, upon return, provide the Transportation Supervisor two days notice of their availability.

ARTICLE XVI - EMPLOYEE EVALUATION

- A. All employees upon employment will be apprised of the specific evaluation criteria procedure prior to the conducting of any formal evaluation.
1. Seniority employees will be observed for the purpose of evaluation of a minimum of once every two (2) years.
 2. Evaluations shall be conducted by the employee's immediate supervisor.
 3. All evaluations shall be in writing and a conference shall be held between the employee and the supervisor to discuss the evaluation within ten (10) working days of the observation.
 4. All evaluations must indicate the supervisor's observations of the employee's particular strengths in those areas needing assistance. Furthermore, whenever a particular deficiency is noted, the evaluator must indicate the specific way which the employee is to improve, and what assistance will be provided by the supervisor. Subsequent evaluation reports must note the progress or lack of progress of previously noted deficiencies. The employees shall have the right to attach a written statement to the evaluation form prior to being entered into his/her personnel file.
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ARTICLE XVII - PAID PERSONAL ABSENCE

- A. At the beginning of the 1998-99 contract year and thereafter Seniority employees shall accrue one (1) day, [seven (7) hours], of paid sick leave for each month actually worked in the District. Those employees whose hours are more than seven (7) hours shall be awarded sick leave based on their regular work schedule.
- B. Employees, during all contract years, will be allowed to use these paid days in accordance with the following conditions:
1. Personal illness or quarantine. The employee may be required to present a statement from his/her physician certifying the illness.
 2. Serious illness in the immediate family, not to exceed two (2), per year, interpreted to mean father, father-in-law, mother, mother-in-law, brother, sister, husband, wife or child, provided they reside in the employee's household.
 3. At the end of each year, any unused portion of the twelve (12) days shall be accumulative, not to exceed seventy (70) days. Sick or personal leave shall not be taken when an employee is not scheduled to work.
 4. Employees earning vacation shall be allowed to utilize up to two (2) days as personal business days, to be deducted from vacation time at the employee's discretion. Employees working less than 225 days and not earning vacation time may take one paid personal business day in the 1995-96 school year and two paid personal business days each year for the length of the contract. These days are not deducted from sick or vacation days. These days are intended for personal business not to be used for shopping, recreational, or vacation purposes.
 5. Benefits shall continue to accrue during sick leave but not during short or long term disability.
 6. When sick time is taken, the combination of time worked and sick time will equal four (4) or more hours for that day.
- C. Each employee will be covered by the applicable Worker's Compensation Laws. The employee may use his accumulated sick leave on a pro-rated basis to make up the difference of his regular weekly income.
- D. No more than four (4) days absence of accumulative sick leave will be allowed for death in the immediate family, and one (1) day off for death of an aunt, uncle, grandparent, niece, nephew, brother-in-law or sister-in-law.
- E. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay, not to exceed three (3) months.
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ARTICLE XVIII - UNPAID LEAVE

A. Leaves of absence without salary or benefits but with accrual of seniority for reasonable periods not to exceed one (1) year may be granted upon request for:

1. Illness Leave. Upon exhaustion of paid sick leave days, the employee may apply for a sick leave within ten (10) working days, or after the ten (10) working days will be placed on a leave of absence if he is not able to return to work. All accumulated sick days shall be used prior to an employee being placed on leave of absence for illness.

Prolonged Family Illness. A leave shall be granted to an employee who must assume care of a spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, and a relative living and making his home in the employee's immediate family.

Employees shall be returned to the classification they held at the time the leave of absence was granted, if the employee returns within six (6) months of the commencement of the leave. If the employee returns after six (6) months, he shall be returned to the classification held at the time the leave of absence was granted if a position is available.

2. Personal Leave. Other leaves may be granted other than those provided for in this section which requires the absence of the employee due to pressing personal matters. Such leave shall be granted upon approval by the superintendent and shall be for a definite period of time. Benefits may accrue at the discretion of the superintendent, depending upon the nature of the leave. It is understood the leave shall not be granted for employees to seek or accept employment elsewhere.

Employees shall be returned to the classification they held at the time the leave of absence was granted, if a position is available.

3. Officers of the Association selected to attend a function of the Association may be allowed time off not to exceed five (5) days per year.

ARTICLE XIX - HOLIDAYS

A. The paid holidays are designated as:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
July 4 th	Christmas Day

B. To be eligible for holiday pay, an employee must have seniority as of the date of the holiday, and the employee must have worked his last regularly schedule work day previous to the holiday, and his first regularly scheduled work day following the holiday.

C. If an employee loses time on either or both of these days, the requirement will be considered satisfied if:

1. The employee was under a doctor's care or confined to a hospital, and such confinement or care commenced during the week in which the holiday fell, or
2. The employee was on a paid vacation, or
3. The employee was on an approved leave of absence, and on a paid status.

D. Holidays shall be paid at double time for time actually worked. Failure of the lowest seniority qualified employee(s) in the non-interchangeable job classification who fails to work when scheduled will not be eligible for holiday pay.

E. Holidays falling on a Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.

F. For an unworked holiday, an employee will receive seven (7) hours pay for the day. Regularly scheduled employees, whose hours are more than seven (7) hours, shall be paid their full day's pay based on the average of the previous ten (10) days worked.

G. Employees working for the school year shall not be eligible to receive holiday pay for July 4th or Labor Day, unless they are working.

ARTICLE XX - VACATION

- A. All seniority employees working 225 or more full days (four or more hours) per year shall be granted vacation time. The only exception would be Spring and Winter Break, when three and one-half (3 1/2) hours per day will count toward earning vacation time. If there is a reduction of the working days, the 225 day requirement shall be reduced by the same amount of days. Any employee who becomes eligible for vacation time as a result of a summer assignment must complete that assignment, unless illness prevents the employee from completing the assignment or an emergency situation arises.

Vacation time shall be earned by working 225 days, minus any reduced days, from 9-1 to 8-31 of the contract year. Vacation time will be earned as follows:

- 5/12 - Day per month from the 1st through 12th month of employment.
- 5/6 - Day per month from the 13th through 24th month of employment.
- 1 - Day per month from the 25th through 60th month of employment.
- 1 1/4 - Day per month from the 61st through 120th month of employment.
- 1 2/3 - Day per month from the 121st month of employment and thereafter.

The above credit amounts to:

- 5 days of vacation earned during the first year.
 - 10 days of vacation earned during the second year.
 - 12 days of vacation earned during the third, fourth & fifth years.
 - 15 days of vacation earned during the sixth through tenth years.
 - 20 days of vacation earned during the eleventh year and thereafter.
- Number of hours shall be based on regular work schedule.

- B. Annual vacation will be requested in writing at least thirty (30) days prior to commencement of leave. The employer shall respond to the employee's request within ten (10) days of submission of said request. Absent notification the request shall be considered granted. The supervisor will arrange the vacation schedule to the best interest of the office, giving consideration to the employees' preference when practical. During scheduled Winter and Spring Breaks employees must cover at least one half (1/2) of down hours with vacation provided they have the vacation time.
- C. Employees working two hundred and twenty-five days (225) will not be prorated for vacation or sick time. One hundred and eighty (180) day employees will not be prorated for sick time.
- D. Vacation pay shall be at the regular rate as established for that classification, at the average of the number of hours actually worked over the previous four (4) weeks, excluding overtime.
- E. Employees may accumulate up to, but not more than 1.5 times their vacation days in accordance with earned vacation schedule.
- F. All unused vacation will be paid at termination of employment.

ARTICLE XXI - COMPENSATION

- A. When a new job is created, the Employer will notify the Association of the classification and rate structure. In the event the Association does not agree that the classification and rate are proper, it shall be subject to negotiations.
- B. Drivers will be paid at a \$5.55 per hour rate when required to be on duty for field trips and special runs when they are not driving to and from destination. Drivers who are required to work with consumers / students will be paid normal driver rates.
1. Field trip times will be noted in writing from the transportation supervisor:
 - a. Driver to assist on location
 - b. Standing time required
 2. Drivers who are required to lay-over in excess of twenty-four (24) hours will be paid a minimum of eight (8) hours in the lay-over day or days.
- C. Pay rates for each classification are set forth in Appendix A of this Agreement.
- D. Upon retirement, as recognized by the MPSERS, from the C.O.O.R. Intermediate School District, the employee will be reimbursed for one-half of the sick time accrued, up to a maximum payout of twenty (20) days (140 hours).
- E. Each month an up-to-date report will be provided to each employee stating the amount of sick and vacation time available.
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ARTICLE XXII - FRINGE BENEFITS

- I. The employer shall provide to the bargaining unit member the following:

PLAN A - FOR EMPLOYEES NEEDING HEALTH INSURANCE

HEALTH - SUPER CARE I

LONG TERM DISABILITY - 66-2/3 %
\$2,500 Monthly Maximum
90-Day Modified Wait (If prices are guaranteed to be the
same for the life of the contract.)
Freeze on Offsets
Alcohol/Drug Addiction 2-year
Mental/Nervous Same as any other illness

DENTAL - 85/50

LIFE - \$20,000

VISION - VSP1 (The employer will pay up to \$10.00 for panel
provider exam and up to \$25.00 deductible for lenses and frames from
panel providers or up to \$50.00 for contact lenses from panel providers.)

PLAN B - FOR EMPLOYEES NOT NEEDING HEALTH INSURANCE

LTD Same as above

DENTAL - Same as above

LIFE - Same as above

VISION - Same as above

Individuals enrolling in Plan B shall receive \$50.00 per month to be used toward the
purchase of a T.S.A. or in the form of miscellaneous pay.

- A. Effective:

1. The Board retains the right to change carriers so long as the benefits remain substantially equal or equivalent to those benefits presently provided. A change in carrier can only be made after consultation with the Union. Two insurance meetings are to be held annually between Board representatives and the affected employees.
2. Employees working thirty (30) or more hours per week will receive full benefits with no employee contribution. Employees working less than thirty (30) hours weekly will have the cost of the benefit package prorated accordingly.

3. There will be no summer proration of insurance benefits. Employees working less than 225 days per year will not earn vacation benefits.
- B. The employer contribution, from 10/6/1998 to 10/5/1999, will be limited to \$599.28 per month. The employer contribution from 10/6/1999 to 10/5/2000, will be limited to \$647.22 per month. The employer contribution, from 10/6/2000 to 10/5/2001, will be limited to \$699.00 per month. If the monthly premium exceeds these percentage increases, the Union will have the following options:
1. Employee contributions will make up the difference between the employer contribution and the total cost of the insurance.
 2. To modify plan coverages to the extent that the new premium will fall within these parameters.
- C. It is understood that if the full percentage increase is not necessitated in year two, the remaining percentage-allowable will carry over to year three.
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ARTICLE XXIII - TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until:

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.
- C. Any subsequent amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, if to the Association addressed to 7190 W. Houghton Lake Drive, Houghton Lake, Michigan 48629; and if to the Employer addressed to 11051 North Cut Road, Roscommon, Michigan 48653; or to any such address as the Association or the District may make available to each other.

ARTICLE XXIV - MISCELLANEOUS

- A. Any employee who fails to give a two (2) week written notice to quit shall have their file marked "not eligible for re-hire."
- B. The Association and the District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members during the life of this Agreement shall not authorize, instigate, cause, aid, encourage, ratify or condone - nor shall any employee take part in any strike, slow down or stoppage of work, boycott, picketing or similar interruption of activities of the Employer. The Employer agrees there will be no lock out of employees.
- C. If any provisions of this Agreement shall, at any time, be held contrary to law by a court of competent jurisdiction in the State of Michigan or the United States, whichever is applicable, or from whose judgment no appeal has been taken within the time provided for doing so, and in the event such provisions shall not be valid and subsisting except to the extent such provisions are permitted by law, all of the provisions of this Agreement shall continue in full force and effect. In the event this Agreement, or any part of this Agreement, is found contrary to law under the conditions described above, the parties shall meet to negotiate the items in question, as soon as possible.
- D. Special conferences for important matters will be arranged between the Association and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. Conferences may be held during regular working hours with the consent of the Employer. In that event, the members of the Association shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by representatives of the Association and notice shall be given to the Employer at the time the request is made for the meeting.
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ARTICLE XXV - DRUG FREE WORKPLACE

- A. In accordance with Federal Law, the Board of Education of the C.O.O.R. Intermediate School District prohibits the use, possession, concealment, or distribution of drugs by employees on school grounds, in school or school-approved vehicles, or at any school-related event. Drugs include any alcoholic beverage, anabolic steroid, dangerous controlled substance as defined by State Statute, or substance that could be considered a "look-alike" controlled substance. Compliance with this Policy is mandatory for all staff members. Any part-time or full-time employee who violates this Policy will be subject to disciplinary action, in accordance with due process, up to and including termination. When appropriate or required by law, the District will also notify law enforcement officials.
 - B. No employee shall commence a work assignment while impaired, or under the influence of any alcohol or illegal drug.
 - C. The C.O.O.R. Intermediate School District is concerned about any staff member who is a victim of alcohol or drug abuse and will facilitate the process by which she/he receives help through programs and services available in the community. A staff member should contact his/her supervisor or the superintendent's office whenever such help is needed. Employees shall not be subject to discipline as a result of voluntarily seeking such help.
 - D. If the law changes regarding drug testing of public employees, the parties shall meet to discuss possible alterations to this Agreement.
 - E. The parties agree that the failure of an employee to adhere to a drug rehabilitation program may result in discipline.
 - F. In accordance with State and Federal law C.O.O.R. ISD and all required employees will comply with all regulations regarding drug and alcohol testing.
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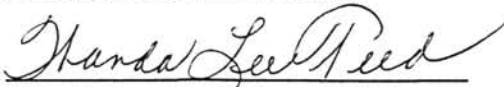
ARTICLE XXVI - DURATION

This Agreement shall be in effect from October 6, 1998 until October 5, 2001.

The Employer agrees to type the Agreement. Copies to be made and distributed alternately by the Association and the Employer.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written;

FOR THE ASSOCIATION:



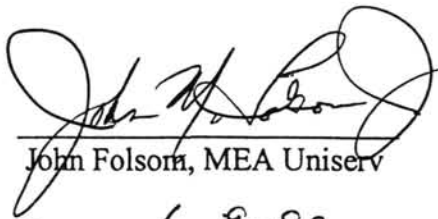
Wanda Lee Teed, Pres. CESP

Date: 5-20-99



Mark Bagwell, CESP Neg. Team

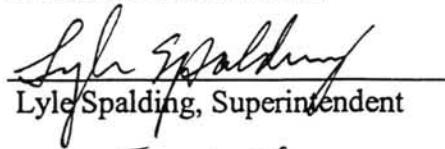
Date: 5-19-99



John Folsom, MEA Uniserv

Date: 6-8-99

FOR THE EMPLOYER:



Lyle Spalding, Superintendent

Date: 5-12-99



Charles Jackson, Board President

Date: 5/12/99



Greg Bush, Director ROOC

Date: 5/12/99

Association Team

- Darlene Pollard
- Wanda Teed
- Mark Bagwell
- Denise Peterson
- Paula Myer
- Betty Jo Smock
- Donna Kolka

Board Team

- Lyle Spalding
- Ruggero Dozzi
- Greg Bush

APPENDIX A

CLASSIFICATION AND RATES

Classifications:	10/6/1998	10/6/1999	10/6/2000
	<u>10/6/1999</u>	<u>10/6/2000</u>	<u>10/5-2001</u>
1. Mechanics	11.98	12.34	12.67
Bus Drivers	11.70	12.05	12.38
Bus Aide	9.40	9.68	9.94
2. Paraprofessionals	9.40	9.68	9.94
3. Paraprofessionals [Teacher Aides employed prior to 10/4/82 will be red-circled] at the following rates:	9.81	10.10	10.38
4. <u>R.O.O.C. Staff</u>			
Custodial/Maintenance	9.83	10.12	10.40
Machine Repair	9.40	9.68	9.94
Skilled Trainer	9.40	9.68	9.94
Paraprofessionals	9.40	9.68	9.94
Job Coaches	9.40	9.68	9.94

Wage will be twenty (20) cents less per hour for the first sixty (60) probationary working days for all classifications.

LONGEVITY

At the beginning of each school year employees who have attained system-wide seniority as follows will receive longevity based on the following schedule:

1998-1999	5-9 years	\$ 50
	10 years or more	\$450
1999-2000	5-9 years	\$ 50
	10 years or more	\$450
2000-2001	5-9 years	\$ 50
	10 years or more	\$450

RETROACTIVITY

All MESSA insurance benefits commence as of December 1998. This is to include monetary benefits available under Plan B.

All wages and other benefits are retroactive to October 6, 1998.