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6/30/91

AGREEMENT

Coleman Community Schools

and

Coleman Educational Support
Personnel Association

July 1, 1987 - June 30, 1991

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Coleman Community Schools

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ARTICLE I

AGREEMENT

This Agreement is entered into effective July 1, 1986, by and between the Coleman Community School Board of Education, hereinafter called the "employer" and the Coleman Education Support Personnel Association, hereinafter called "MESPA" or "the union," through its local affiliate.

ARTICLE II

RECOGNITION

- A. The employer hereby recognizes the union as the sole and exclusive collective bargaining representative for transportation, custodial and maintenance personnel, food service workers, including employees on leave, but excluding: Bus Mechanics, Supervisors, and Substitutes
- B. Unless otherwise indicated, the term "employee" when used hereafter in this agreement shall refer to all members of the above defined bargaining unit.

ARTICLE III

PURPOSE

- A. 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.
- B. 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.
- C. 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adopted policy, rule, or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this agreement.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 and the Food Services Director may perform such duties which they performed in the past. Employees who do custodial work of two hours or more per day or ten (10) hours per week shall be members of the bargaining unit. The Food Services Director employed prior to July 1, 1986, may continue to perform the normal duties as in the past for the duration of employment of this current Director.

ARTICLE V

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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

- A. 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.

RIGHTS OF THE BOARD (Continued)

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.
- B. The listing of specific management rights in this agreement is not intended to be nor shall be restrictive of or a waiver of any right 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 typewriters, mimeograph machines, other duplicating equipment, 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.

RIGHTS OF THE UNION (Continued)E. Stewards

1. Employees in the school system may be represented by three (3) stewards and their names shall be made known to the Employer. One shall be from the custodians, one shall be from the bus drivers, and one from the food service workers.

2. Stewards shall perform their duties as steward 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 jobs to conduct duties as stewards after first securing the permission of their supervisor.

3. During the term of office, stewards 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 noncompliance and shall provide ten (10) days for compliance and shall further advise the employee that a request for discharge may be 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.

RIGHTS OF THE UNION (Continued)G. 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.
2. 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.

GRIEVANCE PROCEDURE

A grievance is defined as a claim or complaint by an employee, or group of employees, or the union, that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

A. 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 designated representative to act at Level Two as hereinafter described.
3. Either party may change its representatives by written notice to the other.

B. 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.

C. 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.

D. 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 contract, 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.

GRIEVANCE PROCEDURE (Continued)F. Level Two

1. An original copy of the written grievance shall be filed with the Superintendent or his designated agent. Within ten (10) days of receipt of the written grievance, the Superintendent (or his 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 his designated agent), shall render his decision in writing, transmitting one (1) copy to the grievant, one (1) copy to the union, one (1) copy to the grievant's supervisor, and one (1) copy in a permanent grievance file in his office.

G. Level Three

If the decision of the Superintendent or his 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 (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.

H. 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.

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

J. 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

- A. 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.
- B. 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 lockout 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 WORKCustodians

- A. The Board reserves the right to set the hours of work for all custodians 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 custodian(s). The Board reserves the right to temporarily change a custodian's starting time in case of emergency.

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

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

HOURS OF WORK (Continued)

- C. Custodians who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 a.m. and 12:00 midnight will receive a shift differential of \$.18 per hour for all hours worked that day. Custodians 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 \$.23 per hours.

All custodians will receive shift differential when assigned to work the day shift during school break periods or Act of God days. Shift premium will be continued on overtime for continuous work. Custodians working the day shift will receive time and one half (1 1/2) the regular base pay only for overtime work. During the school breaks second and third shift custodians will receive shift premium.

- D. Custodians 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 one (1) hour before their regular starting time.
- E. Custodians 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.
- F. Overtime shall be divided and rotated as evenly as possible within the building according to seniority and among those custodians who regularly perform such work provided they are qualified to perform such work.
- G. For building checks on Saturday, Sunday or holidays the call back in Paragraph B of the Article shall be paid.
- H. Custodians shall report at the specified starting time of their shift and shall not leave without permission, until their specified quitting time of their shift except lunch periods.
- I. A lunch period of thirty (30) minutes shall be provided without pay. If a custodian is required to work during this period and is not able to make up his lunch period then he shall have time approved by a supervisor as overtime.
- J. All custodians 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 period shall be confined to the premises. These rest periods will be scheduled and taken at the time scheduled unless adjusted due to an activity.

Bus Drivers

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

HOURS OF WORK (Continued)
Bus Drivers (Continued)

- B. The regular work day shall consist of all hours necessary to complete all requirements of the runs assigned to each driver.
- C. A driver driving an extra trip shall be guaranteed at least two (2) hours pay at the regular rate for extra trips.
- D. A driver that drives an extra trip during the regular run shall be paid the regular run rate for the first hours and thereafter the trip rate.
- E. When a driver is ready to drive an extra trip and the trip is cancelled, the driver will be paid for two (2) hours at the regular rate for extra trips. If the trip is cancelled before the driver has come in and prepared, there will be no allowance paid.

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.

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.

ARTICLE XII

ACT OF GOD DAYS

- A. Bus drivers who are unable to report to work because of an Act of God shall receive their current rate based on the regular work day. If school is made up these drivers will be expected to make up these runs at no additional pay.
- B. Cooks are not expected to work on Act of God days but shall receive their usual wage. If school is made up for these days no additional pay will be received.
- C. For this article the term "cooks" shall include the current Server/Helpers who were employed as such prior to July 1, 1986.

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 employees shall be given five (5) working days time in which to make applications 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 had the necessary qualifications to perform the duties of the job involved. In the event the administration does not feel it is desirable to place the highest seniority man 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 is transferred or the rate of the position to which he is transferred, whichever is higher.
- E. Temporary transfers shall be for a period of no longer than thirty (30) calendar days of temporary transfer, except in the event that both parties agree to an extension, 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 he 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.

NEW JOBS (Continued)

- B. The new classification and rate of pay shall be considered as temporary for a period thirty (30) calendar days following the date of written notification to the union. During the 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, he 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 employee shall not have completed his 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 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.

SENIORITY, LAY-OFF, AND RECALL (Continued)

- 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 of lay-off, any employee so transferred who may be subject to lay off may transfer back to his/her original job classification provided either a position is open, or a less senior employee can be "bumped".
- 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 to 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.

ARTICLE XVI

LEAVES OF ABSENCE WITH PAY

- A. Sick Leave Accumulation
Each custodial employee covered by this Agreement will be entitled to sick leave accumulated in an individual sick leave bank at the rate of one (1) pay per month accumulative to one hundred and ten days (110) effective July 1, 1960.

Each bus driver covered by this Agreement shall be granted nine (9) sick days per year accrued at the rate of one day per month with a maximum accumulation of forty (40) days.

Each full time cook shall receive nine (9) days sick leave allowance per year. Unused portions of such allowance shall accumulate from year to year to a total of eighty (80) days.

LEAVES OF ABSENCE WITH PAY (Continued)
(Use of Sick Leave)

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 employment position would jeopardize the health of others, sick leave will be granted. For this paragraph the immediate family is spouse, children, parents, brother, sister or other relatives living in the same household.
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

For all custodians, bus drivers, and cooks, two (2) 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 be deducted from sick leave.

D. Funeral Leave

All custodians, bus drivers, and cooks covered by this Agreement shall be granted up to three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to include the following: spouse, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandchildren. One additional day per year can be used to attend a funeral of another relative. These days may be extended by the superintendent.

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 otherwise would have been scheduled to work, provided that the employee cooperates with the administration in seeking to be excused from such service.

- F. For this article the term "cooks" shall include the current Server/Helpers who were employed as such prior to July 1, 1986.

ARTICLE XVII

VACATIONS - CUSTODIANS 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 three (3) weeks, fifteen (15) 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 regularly scheduled working hours. An employee who works less than eighty percent (80%) of his regularly scheduled working hours shall receive prorated vacation allowance based on his actual hours worked.
- C. Employees terminating employment, or on a leave of absence, shall receive a prorated vacation allowance based upon 1/12 of his vacation pay for each month of major fraction thereof between his anniversary date and his termination date.
- D. An employee may carry six (6) days of vacation over into the following year.

ARTICLE XVIII

LEAVES OF ABSENCE WITHOUT PAY

- A. An employee, who because of illness or accident which is non-compensable under the Workmen's 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 therefor and provided further that he 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 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 and 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 requalify by taking the bus driving test.

- B. Leaves of absence shall be granted for one (1) year to custodians, bus drivers, and cooks 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.

LEAVES OF ABSENCE WITHOUT PAY (Continued)

- 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 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 hereinbefore specified and has a minimum of two (2) years seniority with the employer shall be granted a leave of absence without pay and he shall accumulate seniority during his leave of absence and he shall be entitled to resume his 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.
- H. For this article the term "cooks" shall include the current Server/Helpers who were employed as such prior to July 1, 1986.

ARTICLE XIX

RETIREMENT

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.

ARTICLE XX

ROUTE PREFERENCEA. 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 the route and bus.

B. Route Vacancies

1. When a route is established and/or becomes open, the bus drivers may bid for this route and the senior driver who meets the requirements shall be granted preference for this route.
2. Should the senior driver be denied the route, reasons for this denial shall be given in writing to said driver. If said driver disagrees with the reason for such denial, it may become a proper subject for the grievance procedured.
3. Route vacancies will be posted on the bulletin board for a period of three (3) working days setting forth the minimum requirements for such vacancies or new positions. All interested drivers must apply in writing within this three (3) day period. After a driver accepts a run within the three (3) day period, his/her previous run or a run of like nature will be posted within three (3) 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.

Any driver who has a noon run may drop the noon run and keep the remainder of their route.

Any noon run that becomes open will be posted.

ARTICLE XXI

EXTRA TRIP DISTRIBUTIONA. Extra Trips

1. Extra trip hours shall be divided as equally as possible among drivers. 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 driver 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 driver was unavailable, or did not choose to work, will be charged the average number of extra trip hours of the drivers working during the call-out period. A driver may notify the bus supervisor in writing that he/she does not wish extra trip hours. This will remain in effect until the driver notifies, in writing, the bus supervisor that he/she wishes extra trip hours, at which time the driver 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.

ARTICLE XXII

COMPENSATION

A. <u>Custodian's Rate</u>	Hourly Pay Rate		
	<u>Probationary</u>	<u>First Year</u>	<u>Second Year</u>
Effective 7/1/87	7.35	7.98	9.04
Effective 7/1/88	7.73	8.36	9.42
Effective 7/1/89	8.08	8.71	9.77
Effective 7/1/90	8.43	9.06	10.12

B. <u>Bus Driver's Rate</u>	<u>Starting &</u>	<u>With 2 yrs.</u>	<u>Extra Trip</u>
	<u>1 yr. Exp.</u>	<u>Exp. or more</u>	<u>Rate per</u>
	<u>Run Rate</u>	<u>Run Rate</u>	<u>hour</u>
Effective 7/1/87	11.03	12.28	8.03
Effective 7/1/88	11.41	12.66	8.41
Effective 7/1/89	11.76	13.01	8.76
Effective 7/1/90	12.11	13.36	9.11

1. Special Education Route - Regular run rate for route for first hour of each run, extra trip rate for additional hours.
2. The above rates become effective on the first run of the new school year.
3. Physical Examinations - The employer agrees to pay for the required annual physical examination by a physician of the employer's choice. If the driver chooses a doctor other than the doctor designated by the Board, the Board shall only be responsible to pay up to the amount that was charged by the doctor designated by the Board.
4. Chauffeur's License - The employer agrees to compensate the driver for the difference between the operator and chauffeur's license fees.
5. Extra Trips on Weekends - On extra trips on weekends of over twenty-five (25) miles one way, the driver will stay with the group or bus and will be compensated for all hours.

C. Kitchen Worker's Rates

	<u>Cooks</u>	
	<u>Beginning</u>	<u>With</u>
	<u>Rate</u>	<u>Experience</u>
As of: 7/1/87	\$6.83	\$8.15
As of: 7/1/88	7.21	8.53
As of: 7/1/89	7.56	8.88
As of: 7/1/90	7.91	9.23

Server/Helpers

As of: 7/1/87	\$5.59
As of: 7/1/88	5.97
As of: 7/1/89	6.32
As of: 7/1/90	6.67

(KITCHEN WORKERS RATES Continued)

The current Server/Helpers employed as cooks prior to July 1, 1986, will be paid at the same rate as cooks.

The rate for all cooks and/or server/helpers working as a kitchen supervisor for extra dinners or meals shall be time and one-half regular pay.

D. Health Insurance for Custodians

1. The employer agrees to pay the total premium for full family hospitalization insurance with either MESSA Super Med, SET Ultra Med, or the SET "Ultra Med Deductible" Plan with the same benefits.

Under the SET "Ultra Med Deductible Plan," the district will refund annually to the employee the unused portion of the deductible amount.

Deductibles

Single Insured	- \$300.00
Two Person	- \$400.00
Full Family	- \$500.00

SET will maintain for the district the individual accumulation accounts for each participant employee, which the employee will receive quarterly reports for verification.

An employee must participate for twelve (12) consecutive months before he/she is eligible to receive payments from their account. After one year the employee will withdraw 100% of the accumulation for each complete year of participation in the program. Each portion of a year, after the first year will be prorated on a quarterly basis for withdrawal purposes.

Upon termination of employment or retirement, the employee may withdraw the accumulated funds from his/her account.

In the event an employee dies before termination or retirement, 100% of the account will be payable to the employee's designated beneficiary.

2. If an employee does not select hospitalization, he/she may be provided up to a total of the single rate dollar equivalent in selected options through the insurance carrier block option plan.

- E. Insurance for Cooks - The school district shall provide each cook with full family hospitalization insurance, either MESSA Super Med or SET Ultra Med at the option of the Board. Cooks not wishing medical insurance may be provided the dollar equivalent of the single rate in selected options available on block payment through the insurance carrier. For this section the term "Cook" shall include Server/Helpers employed as cooks prior to July 1, 1986.

F. Holidays and Vacations

1. Bus Drivers

Thanksgiving Day and the Friday Following Thanksgiving
Good Friday
Memorial Day
Opening Day of Deer Season (if the day falls on a school
day and school is not scheduled)

2. Custodians

a. The employer will pay eight (8) hours pay for the
following holidays, even though no work is performed by
the employee:

July Fourth	Christmas Day
Labor Day	New Years Eve Day
Thanksgiving Day	New Years Day
Friday Following Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Opening Day of Deer Season (if the day falls on a school day and school is not scheduled)	

b. Employees required to work on any of the above named
holidays shall receive double time for hours worked
plus the regular holiday pay; except the Friday
following Thanksgiving which shall be at time and one
half.

c. If the employee is on vacation on any of the above
named holidays, he shall be entitled to an additional
day off with pay for the holiday.

d. Employees off sick on the holiday, or the day before or
after the holiday, may be required to submit medical
proof of illness to receive holiday pay.

3. Cooks

Thanksgiving Day and the Friday Following
Memorial Day
Labor Day if school is in session
Good Friday
Opening Day of Deer Season if it falls on a school day.

For this section the term "Cooks" shall include the
Server/Helpers employed as Cooks prior to July 1, 1986.

G. Dental Insurance for Custodians - The district will provide
sixty (60) per cent of Class I and Class II benefits as defined
in the MESSA Dental Program for the full family for the full 12
month period.

ARTICLE XXIII

ENTIRE AGREEMENT CLAUSE

This Agreement supercedes 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 XXIV

DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 1987 and continue in full force and effect until June 30, 1991.

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

COLEMAN COMMUNITY SCHOOLS
BOARD OF EDUCATION

Richard H. Pepton

President
Donna Mitchell

Secretary

Chief Negotiator

Date

MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION - COLEMAN

Alan Kleibart

President

Secretary

Chief Negotiator

Date



