



AGREEMENT

Between the

**ONAWAY AREA COMMUNITY
SCHOOLS**

and the

**ONAWAY FEDERATION OF SCHOOL
RELATED PERSONNEL**

2017-2019

SECTION I BASIC CONTRACTUAL PROVISIONS

Article 1.1 Preamble

This agreement is entered into, effective September 1, 2017, between the Onaway Board of Education, Onaway, Michigan, hereinafter, called the “Board”, and the Onaway Federation of School Related Personnel, hereinafter called the “Federation”, and will remain in effect until August 31, 2019.

Whereas, the Board has a statutory obligation pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Federation as the representative of its Bargaining Unit Members with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement:

THEREFORE, In consideration of the following mutual covenants, the parties hereby agree as follows:

Article 1.2 Recognition

- A. The Board hereby recognizes the Federation as the sole and exclusive Bargaining representative of all contractually employed teacher aides, secretaries, cooks, custodians and bus drivers. The Board agrees not to negotiate with or recognize any organization other than the Federation for the duration of this Agreement.
- B. Provisions of this contract shall exclude the Assistant Business Manager, Superintendent’s Secretary, Head Dietician, Director of Maintenance, Director of Transportation, Technology Director and any substitute employees.

- C. All personnel represented by the Federation in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as “Bargaining Unit Members”. The term “employee(s)” when used hereinafter in this agreement, shall refer to all employees represented by the Federation in the bargaining unit.

Article 1.3 Payroll Deduction

- A. Each bargaining unit member shall, may as a condition of employment, after the completion of their probationary period, join the Federation/Union, or pay a Service Fee to the Federation, pursuant to the Federation’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 the federation dues collected from the federation members.

Article 1.4 Service Personnel Policy Book

The Union will begin consolidating the integration of Policy Book into contract. In addition, the Union will review the document for awkward wording and errors in numbering and lettering. The Board will review and assist as needed.

Article 1.5 Grievance Procedure

- A. A “grievance” is a complaint based upon an alleged violation of the express provisions of this agreement.
- B. The primary purpose of this procedure is to secure at the lowest level possible equitable solutions to the problems of those concerned.
- C. Should any complaint by a bargaining unit member be raised in connection with this agreement, the procedure here set forth shall be followed.

1. The person with the problem, along with optional union representation, shall first consult with his/her immediate supervisor, (Head Dietician for cooks, Director of Maintenance or Transportation for custodian and transportation personnel respectively, Special Education Director for Special Education Aides, building principals for instructional and/or at-risk aides and the appropriate principal for clerical.
2. When this person has sought a solution by discussion with his/her immediate supervisor but believes that a satisfactory solution to his/her concern has not been found, he/she shall then carry said complaint in writing to the Superintendent.
3. Should the concern still remain, the problem shall be placed within one week before a Service Personnel Problem Committee. This committee shall be composed of the Superintendent and three members of the Board of Education and three service Personnel members (grievant cannot be one of the three members).

D. See attached Grievance Form.

SECTION II EMPLOYMENT RELATIONSHIPS

Article 2.1 Part-time, Temporary and Substitute Personnel

- A. Part-time position is defined as any position of less than 4 hours that has been posted. Any such position shall be entitled to seniority and all benefits of the contract. Such position however shall NOT be entitled to insurance. Employees whose regularly scheduled day is: 4 hours up to and not including 7 hour Para Professional, 4 hours up to and not including 8 hour secretaries, cooks and custodians will be eligible for prorated insurance. All bus drivers hired before June 2002 are grandfathered in terms of insurance.
- B. In the event that it becomes necessary to hire part-time temporary or substitute personnel, it shall be the policy of this school that they not accrue any benefits or seniority. The assignment of substitute workers shall be the sole responsibility of the superintendent and the supervisor directly involved.
- C. Once a position is deemed to be 'open' the Board shall post the position according to practice within a ten school day period. While the Board intends to hire the very best applicant for every available position, individuals who would be serving as temporary or substitute employees in the referenced position will be given consideration.

Article 2.2 Probation

- A. All new employees shall be hired for a probationary period of six months with a written progress report given within three months and thereafter as deemed necessary by the supervisor.
- B. Dismissal of an employee in probationary period shall not be grievable.

Article 2.3 Discipline

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, shall be subject to all the machinery of the grievance procedure hereinafter set forth.

If there is need of a meeting involving a concern be it from a parent, student or other staff member, employees shall be given notice of the intent of the meeting so they have significant time to prepare for the meeting and bring proper union representation. All such meetings will be held in private behind closed doors.

Article 2.4 Dismissal

Employees shall be given one week's notice and shall give one week's notice in case of dismissal/resignation, except when the employee has committed theft, used drugs or been immoral, or, while on duty, used an alcoholic beverage or committed gross misconduct.

At such a time that reasonable suspicion exists that an above cited offense has occurred, the employee shall be placed on paid administrative leave while the Administration investigates thoroughly. Upon completion of the investigation, a meeting between the employee (and representation should he/she so choose) and the administration (and representation should they so choose) to discuss the finding. Administration will then make a determination.

If a bus driver is charged with any alcohol or drug related incident and found with drugs or alcohol in their system above the impaired limit while driving any personal or commercial vehicle, that person will be placed on unpaid leave (without pay). If convicted that person will be dismissed, if found innocent, they will receive all suspended pay.

Should a recommendation of dismissal be the determination, the Board will hold a hearing according to the laws of the State if requested by the employee and, after hearing the facts, make the final determination.

When dismissal of an employee is being considered, except for the above-cited reasons, the employee shall be given a written warning and placed on a 'plan of improvement' status. If, after a reasonable amount of time, the noted deficiencies are not corrected, the employee shall be notified in writing of his/her dismissal.

Article 2.5 Posting

All openings (jobs) will be posted for fourteen consecutive calendar days. However, the Board may ask for written permission from the Federation President or designee to waive the 14 day posting requirement when situations call for a sooner response.

Article 2.6 Seniority

- A. Any job opening will be filled on a seniority basis, provided the person applying is capable of performing the job and is approved by the supervisor directly involved. (If any employee refuses or passes an opening he/she becomes by-passed for that job at that time and the next person in seniority will be offered the job.) Seniority applies to all schools, job and or promotions. Seniority is defined as related to only years in the Onaway and annexed systems an only within the same general job category. If a person resigns from the system and then later is re-employed by the system, he loses his former seniority and starts again at the bottom of the seniority scale. However, if a person changes classifications with the same category they retain seniority and step (if already eligible for step). Their seniority is frozen in that classification and they start at the bottom in the new classification.

- B. A seniority list will be provided to the Federation President and posted in the work areas by September 30 each year listing: name, date of hire, years in classification.
- C. An employee shall lose his/her seniority for the following reasons:
 - 1. She/he quits/resigns.
 - 2. She/he is dismissed.
 - 3. If she/he does not return to work when recalled from lay-off as set forth in the recall procedure.
- D. Seniority shall be established by the date a contract is signed between the new employee and the Onaway Area Community Schools. In case two or more contracts are signed on the same day (ties), seniority will then be established by a joint drawing between representatives of the Association and the Board.

Article 2.7 Layoff and Recall

- A. Employees to be laid off, will receive at least fourteen (14) calendar days' advance notice of the layoff.
- B. In the event of a reduction in force which necessitates the lay off of any employee from the system, the employees with the least seniority in a job classification where the reduction is made will be the first to be laid off, keeping in mind that the remaining employee must be qualified to perform the work.
- C. When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee within the classification on layoff being recalled first. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. Rights to recall expire two calendar year from effective date of layoff.
- D. It is recognized that a member of the federation may opt for voluntary layoff should the district be in a position where it is deemed necessary to lay members of the union off. Any union member opting for a voluntary

layoff retains his/her right to seniority and reserves the right to apply for the next available position. The union member, once on voluntary layoff, does not have the right to “bump” if no new position or vacated position is available.

Article 2.8 Transfer/Promotion to Supervisory Position

Any employee who shall be transferred or promoted to a supervisory or executive position and shall later return to that classification as a unit member shall be entitled to retain their frozen level of seniority and other such rights as they may have had under this agreement prior to such transfer to supervisory or executive status.

III WORKING CONDITIONS

Article 3.1 General

- A. General working conditions such as hours, workload and assignments are set forth in Article 1.4 and in the Policy section at the back of the contract. Bargaining Unit Members shall work their assigned hours and perform the duties as established by their immediate supervisors. Every attempt will be made not to schedule custodians for midnight shift work or weekends.
- B. All bargaining unit members except bus drivers and aides shall be allowed two (2) 15 minute coffee breaks, one in the morning and one in the afternoon. Aides shall be allowed two (2) 10 minute coffee breaks, one in the morning and one in the afternoon. Variations may be allowed if mutually agreed upon.
- C. The Superintendent or his designee may, at their discretion, assign custodians to take bus routes. When a custodian is permanently assigned a bus route, the time on the bus route(s) shall be paid regular bus driver pay rate at the level of experience step during time involved on bus routes(s). Cost effectiveness of assigning custodians to drive bus will be reviewed annually in May. It is agreed that:
1. In the future if bus driving positions are to be filled by custodians it shall occur only upon attrition of regular bus drivers.
 2. The "Drive" system of route trips regular drivers shall be chosen first with remaining routes then chosen by custodians.
 3. Co-curricular shall be at the option of the regular drivers with custodian drivers considered after declining of co-curricular trip by regular drivers.
 4. Compensation for cross classification of employees shall be determined by total years of service in Onaway School system with high pay rate of the classification being the determining factor.
- D. Any bargaining unit member who is temporarily assigned to perform

duties in a different classification shall be considered as though he/she were performing his/her regular duties and shall be paid his/her regular pay rate. If an employee volunteers to fill a substitute or “scheduled” part time position,(whether posted or not) then the employee will receive pay according to the classification the work is being performed in. The employee will receive the beginning step in the appropriate classification and steps will be earned from that point forward.

- E. Working with people from community service shall be left to the discretion of the supervisor.
- F. Classes, certificates, CDL license cost over and above the regular operator license and physicals to meet requirements of employment shall be paid by the Board.
- G. All bus routes shall be paid from their point of origin which is Onaway.
- H. Bus runs are planned in May. The runs will be adjusted in October, and this will be considered the final plan for the remainder of the school year. If a change in a run would make a \$500, or more, difference then all runs would be redrawn. If a driver retires after the draw for runs, any drivers below that driver in seniority would have the right to redraw.
- I. Salaries for special non-school related events requiring custodians or cooks will be paid by the school at their regular hourly wage, including overtime if appropriate.
- J. Comp time will be used at the discretion of the supervisor. Comp time is not vacation time. The supervisor has sole discretion when comp time may be granted and used. Comp time is accumulated one hour for each extra hour worked. Comp time may not be carried from one year to the next.
- K. One member of the Federation shall be on the school calendar committee.
- L. In the event a custodian works on a snow day, they will earn a comp day.

No more than two comp days per year allowed.

- M. Every attempt will be made to train each employee in every area of their respective department.
- N. Any available hours, due to an absent employee, extra work projects, etc., be offered to a current employee from that respective department, on a seniority basis, and must be declined as such before it can be offered to a substitute. In addition, concerning the custodial department, if (day shift) days become available, they will be offered, on a seniority basis, to a member of the afternoon shift.

Article 3.2 Dock Pay

An employee pay reduction because of “Dock” pay will be computed as follows for each day of “Dock” pay.

- A. Gross annual salary will be divided by total contracted days to establish amount of wages to be “docked” per day.
- B. Total fringe benefits (H-D-O-L-A)* per year will be divided by total contracted days to establish amount of fringed benefits to be docked per day.
- C. Fractional dock moneys may be calculated for ½ day rate for all employees.
- D. Total dock wage reduction will be the summation of a. and b.
*H-health insurance, D-dental insurance, O-optical benefits, L-term life insurance and A-annuity benefits because of insurance option for some employees.

Article 3.3 Make-up Days

Other than 52 week employees, those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of the school authorities such as inclement weather, fires, epidemics, mechanical breakdown or health conditions will remain on contracted pay. Such employees shall work on any re-scheduled days of student instruction which are established by the Board of Education at no additional cost to the school system.

Article 3.4 Retirement

A. Retirement Severance:

A severance allowance of \$35 per day of unused sick leave will be paid to retiring service personnel with ten or more years in the system who qualify for retirement, become eligible for retirement benefits under the Michigan Public School Employee's Retirement Fund, and who actually retire from the Onaway system. Of the ten years of service in the Onaway system, the last five must be consecutive.

B. Sick Leave Bonus:

This yearly bonus is only in effect during the regularly scheduled school year and does not include summer vacation. Any employee, who has not used much sick leave, will be paid the following bonus:

0 Days Missed = \$150

Up to 2 Days Missed = \$ 100

C. The sick leave bonus will be paid at the end of the school year. The retirement severance will be paid in one lump sum in the employee's last paycheck.

IV LEAVES OF ABSENCE

Article 4.1 Paid Leaves

A. Sick leave –

1. Sick leave will be granted for:

- a. personal illness, quarantine, or certified disability.
- b. illness or death (5 bereavement days – non-cumulative will be granted annually): as determined by immediate supervisor or Superintendent.
- c. sick leave will be granted for personal doctor and dentist appointments, as well as doctor and dental appointments for spouse and/or dependents requiring employee's presence. All appointments, except emergencies, should be requested 24 hours in advance. If possible, staff should attempt to schedule these appointments outside the normal school day.
- d. if requested by the involved supervisor, a doctor's slip may be required.
- e. after three consecutive days or six combined total "ordinary" sick leave days, a doctor's slip may be required of all school employees at the time additional sick leave is requested.

(Example: hospitalized time will not count as part of these five instances).

- f. on days immediately prior to, or following, school vacations, a doctor's slip may be required of all school employees.
- g. any service personnel infected with head lice shall be allowed the use of two days leave. The two days shall not be charged against the sick leave of the employee, and the prescription will be paid for by the school.

2. All bargaining unit members shall notify the appropriate administrator/supervisor no later than early morning of each day's illness (the night before if possible).

3. Any transportation employee who fails to notify the transportation supervisor of return to work at least one hour prior to the start of a run (except in case of emergency) and then shows up to drive, shall be

docked the regular pay for that run.

4. Twelve month employees receive 15 sick days; ten month employees receive 14 days; nine month employees receive 13 days. Sick days accumulative to 180 days total. A day is to be defined as the number of hours the employee works in a “normal” day, without overtime or extra runs.
5. In the event of a potentially communicable situation-including flu, fevers, open cuts, and the like – that would prohibit a food service employee from kitchen work, the employee may report to the superintendent for a reassignment for a total of three days in any school year.
6. Any bargaining unit member who exceeds 180 sick days will be paid \$30 for each day over that limit. Payment will be made at the end of the school year. EXAMPLE: An employee has 177 days to start the school year, and that employee receives their 13 day allotment. They have a total of 190 sick days to work with. During the year they use 6 sick days, and have a balance of 184 days left. They will be paid \$120 for the days over the limit, and they now have 180 days.

B. In the event a Bargaining Unit member is absent and drawing compensation under the Workmen’s Compensation Laws of the State of Michigan, accumulated sick leave shall be utilized to the extent necessary to supplement Worker’s Compensation benefits so that they equate to the Bargaining Unit Member’s regular bi-weekly gross earnings.

C. Personal Business Days

1. Four (4) personal days are allowed for ten (10) to twelve (12) month employees.
2. Three (3) personal days are allowed for all other employees.
3. Personal days may accumulate to six (7).
4. No more than one employee per category may be granted such leave on any single day, except in case of emergency.

5. No personal leave will be allowed during the first and last week of school, except in case of emergency.
6. Notice must be given to the superintendent or his designee at least 24 hours in advance, except in case of emergency.
7. Leave does not have to be granted if a sub cannot be hired.
8. A total of 5 days is allowed for union business. This has to be approved, in advance, by the Superintendent and Union President.

D. Court Duty

Leave of absence with pay not charged against the employee's sick leave allowance shall be granted for the following reasons:

1. Absence when an employee is called for jury duty. Notice must be given as soon as possible. (The difference between fee allowed and daily salary based on contracted days).
2. Court appearances as a witness in any case connected with the employee's employment or the school or whenever an employee is subpoenaed to attend non-school related proceedings, employees may use personal or sick days. Notice must be given as soon as possible. (The difference between fee allowed and daily salary based on contracted days of work).

E. Pregnancy Related Disability

1. An employee may continue to work during the term of her pregnancy provided said employee is capable of performing the required duties of the assignment and further provided the employee's personal physician certifies as to her fitness to continue employment at least sixty (60) days prior to the anticipated birth of the child. Such certification shall be sent to the superintendent or his designee.
2. The employee shall provide to the superintendent or his designee at least sixty (60) days prior to the anticipated birth of the child the following information:
 - a. anticipated date of birth of the child.
 - b. date disability is to begin as certified by a medical doctor.

3. An employee may utilize accumulated sick leave during that period the employee's doctor certifies the employee to be medically unable to work because of pregnancy or complications arising there from. The employee agrees to provide the superintendent or his designee weekly certification of her continued disability. An employee utilizing accumulated days shall upon termination of the certified disability immediately return to work.

F. Dock Pay

If neither the superintendent or the supervisor directly involved is notified of either an absence or return to work, the person involved will receive a dock-in-pay for the time involved (except in case of emergency as defined). Dock-in-pay includes salary and fringe benefits.

Article 4.2 Unpaid Leaves

- A. Any employee who is unable to work because of personal illness or disability shall be granted a leave of absence according to the Family Medical Leave Act. Twelve month employees would also have six more months of unpaid leave after FMLA is exhausted.
- B. **Dock Pay**
Service employees may be allowed "dock pay" leave as approved by the immediate supervisor not to exceed a total of 15 days per year, non-accumulative, except in cases of emergency, providing a qualified substitute is available. Any excess or violation of this may be grounds of immediate dismissal. Further "dock" leave may be requested from the Board of Education at a regular meeting at least 30 days in advance. (Co-curricular bus runs will not be counted in this 15 day limitation).
- C. **Military Leave**
 1. Any person who is drafted into the armed services of the United States will be afforded a military leave of absence without pay if said person makes a written application for such leave to the superintendent.

2. Upon honorable discharge the person will have four weeks in which to notify in writing the superintendent to his availability and interest. If no word is received within this time period the person will be permanently discharged from the position formerly held and the position opening will be advertised per policy.
3. A physical examination will be required as a condition of the re-employment. Experience (time credit) and/or raises will be computed and allowed during or on the time missed.

Article 4.3 Holidays

- A. No bargaining unit member will be required to work on the following days, however, the custodial staff will be paid for these days: Labor Day, Thanksgiving, Friday after Thanksgiving, afternoon of Christmas Eve, Christmas Day, Day after Christmas, afternoon of New Year's Eve, New Year's Day, opening day for rifle deer season if it falls on a weekday, Memorial Day and Fourth of July.
- B. Secretaries are also paid for seven of these holidays including Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Day, New Year's Eve, New Year's Day, and Memorial Day. If Christmas falls on a weekend, employees will not be expected to work Friday (holiday) or Monday (day after holiday). If New Years falls on a weekend, employees will not be required to work on Thursday afternoon or Friday (holiday).

If a secretary is called in to work during the summer or holiday, he/she will receive a minimum of two (2) hours compensation.

- C. If the 4th of July falls on Saturday or Sunday, then no employee will be required to work the last day prior to the 4th of July weekend.
- D. All other employees covered by 170 day contracts and 199 contracts shall have days off as set in the adopted school calendar.

Article 4.4 Vacation

- A. Twelve (12) month Bargaining Unit Members shall receive paid vacations as follows:
1. First two (2) years of service (.5- 2.9 years)–5 days
 2. Three (3) to Seven (7) years of service (3-6.9 years)-10 days
 3. Seven (7) to Fourteen (14) years of service (7-13.9 years)– 15 days
 4. Fourteen (14) to 21 years of service (14.0- 20.9 years)–20 days
 5. Twenty one (21) years of service (21.0 + years) – 23 days

Vacation years credit are counted as July 1st with 5.9 months or less not counting as a credit year and 6.0 months plus counting as a full credit year.

Note: If and when custodians work 4-10 hour days during summer break, their time will be calculated hourly rather than by days. Custodians will work 40 hours/week. Should a custodian take a day's vacation during this period, they will be charged with 10 hours vacation. Additionally, vacation days must be taken in either full or half-day increments.

Finally, the maintenance department will vote annually on whether to work 4-10 hour days/week or 5-8 hour days/week prior to summer break. The head of maintenance will also cast a vote. Majority vote will rule. Note that if 4-10 hour days/week is adopted, this schedule cannot begin until 2 weeks past the end of the school year, and must revert back to 4-8 hour days/week 2 weeks prior to the next school year beginning.

- B. Vacation days must be taken when regular school is not in session except with prior approval of immediate supervisor.
- C. Vacation days must be arranged at least one week in advance with the Director of Maintenance or Superintendent. If a custodian desires

special arrangements, (such as one day/per week off) then this must be scheduled at the beginning of the summer break. This schedule would not be permitted until the major projects are near completion, at the beginning of the summer break. Special vacation may be denied for special work projects, or if the supervisor cannot accomplish certain tasks that require more help. The supervisor may maintain a percentage of his workforce such that custodial vacations do not deter progress of the work that needs to be done. It is advised that the supervisor and bargaining unit membership establish a vacation schedule at the beginning of summer to alleviate this problem. Custodial vacation time may not exceed one week when school is in session. **Requests to change the vacation schedule may happen with supervisor approval.**

- D. Vacation days are not cumulative. They must be used by June 30th of the school year in which they are earned or they will be lost.

Article 4.5 Termination of Department

In the event a department is terminated, the Board agrees to pay \$35 per unused sick day, personal and vacation as is illustrated in section 3.4A – Retirement.

SECTION V COMPENSATION AND BENEFITS

Article 5.1 Insurance Protection

- A.** The Board shall contribute no more than the “hard cap” amounts pursuant to Public Act 152 of 2011 for medical/health insurance coverage only (not including dental, negotiated life or optical) which are currently:

\$17,304.02 annually for full family

\$13,268.93 annually for individual and spouse

\$6,344.80 annually for single adult

SET/SEG Vision/Dental

- B.** Support Staff would be given the option of accepting 65% of the current health care allotment they are eligible to receive. No “in lieu of” benefits would be given to married staff who are both employed by the District.

- C.** Present employees that are currently receiving an “in-lieu of” annuity will receive the following amounts per month with the following exceptions:

<u>Health rates for calculations</u>	<u>Change in Annuity Paid</u>
<u>annuities paid</u>	
-full family - \$334.76	\$334.76 without insurance.
-2 person - \$323.36	\$ 11.40 with insurance
-single subscriber- \$143.66	\$191.10 with insurance

Employees presently not receiving health insurance and receiving an annuity at the single subscriber rate of \$143.66 per month will remain the same.

- D.** The board shall provide, without cost, to each bargaining unit member a term life insurance of \$5000.

- E. The board shall provide, without cost, to each bargaining unit member a dental and vision insurance plan proposed by SET/SEG.
- F. The district has the right to bid all health care benefits providing the coverage is at least equal to or better than the present agreed upon plans.
- G. Those staff that were not at the top of their respective pay scale would receive a “step”.

Article 5.2 Wage Rate Schedules

Clerical Pay Scale

<u>Yrs. Exp.</u>	<u>16/17</u>	<u>17/18</u>	<u>18/19</u>
1	11.50	11.50	11.50
2	12.25	12.25	12.25
3	12.87	13.87	13.87
Top	15.11	15.61	15.61

The clerical pay will also include an annual \$750 stipend for the 2017-2018 school year to cover duties performed outside of the school day and a \$1,000 stipend for the 2018-2019 school year and thereafter.

Cooks Pay Scale

<u>Yrs. Exp.</u>	<u>16/17</u>	<u>17/18</u>	<u>18/19</u>
1	9.92	9.92	9.92
2	10.82	10.82	10.82
3	11.40	12.40	12.40
Top	13.20	13.70	13.70

Custodians Pay Scale

<u>Yrs. Exp.</u>	<u>16/17</u>	<u>17/18</u>	<u>18/19</u>
1	11.35	11.35	11.35
2	12.40	12.40	12.40
3	12.80	13.80	13.80
Top	14.90	15.40	15.40

* \$.50 shift differential for night custodians

Paraprofessionals Pay Scale

<u>Yrs. Exp.</u>	<u>16/17</u>	<u>17/18</u>	<u>18/19</u>
1	9.65	9.65	9.65
2	10.80	10.80	10.80
3	11.48	12.48	12.48
Top	13.68	14.18	14.18

A para-professional whose assignment requires him/her to provide regular, daily instruction to groups or whole classes of students, without a certified teacher present, will receive a stipend in the amount of \$750 for the 2017-2018 School year and \$1,000 thereafter. This includes para-pros assigned to teach Title classes, computer classes, and media center classes. Such para-professionals will be responsible for developing daily lesson plans, providing instruction, and assessing/monitoring the students they teach. Para-professionals who provide instruction to groups/individual students during their scheduled class time with a certified teacher are not eligible for this stipend.

Transportation Pay Scale

<u>Yrs. Exp.</u>	<u>16/17</u>	<u>17/18</u>	<u>18-19</u>
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1	11.27	11.27	11.27
2	12.60	12.60	12.60
3	13.64	14.64	14.64
Top	16.23	16.73	16.73

Longevity

Employees who have accrued at least ten (10) or more longevity credit years on July 1 of each year shall be paid at 1.025 times their salary schedule rate for all hours worked that contract year. An employee must contract for a minimum of the state mandated student attendance days to receive a full year of credit, any less will be prorated.

Employees who have accrued at least fifteen (15) or more longevity credit years on July 1 of each year shall be paid at 1.05 times their salary schedule rate for all hours worked that contract year. An employee must contract for a minimum of the state mandated student attendance days to receive a full year of credit, any less will be prorated.

Employees who have accrued at least twenty (20) or more longevity credit years on July 1 of each year shall be paid at 1.075 times their salary schedule rate for all hours worked that contract year. An employee must contract for a minimum of the state mandated student attendance days to receive a full year of credit, any less will be prorated.

The Board shall contribute no more than the “hard cap” amounts pursuant to Public Act 152 of 2011 for medical/health insurance coverage only (not including dental, negotiated life or optical) which are currently:

- \$17,304.02, annually for full family
- \$13,268.93 annually for individual and spouse
- \$6,344.80 annually for single adult
- SET/SEG Vision/Dental

- A. Any substitute, service personnel, shall be paid the hourly rate of the first year categorical position they are working in. Substitutes are not eligible for fringe benefits.
- B. Co-curricular and vocational education drivers pay rate is \$10.60 per hour.
- C. Co-curricular and vocational education trips will be paid portal to portal including waiting time. No fringe benefits shall be paid to co-curricular drivers.
- D. Waiting time on co-curricular trips shall be limited to 8 hours maximum per day. Meals and lodging shall be paid per the school limits. Payment for classes shall be the co-curricular rate of \$10.60 per hour for such classes. Substitute drivers are paid for attending only if they drive more than 15 days during the school year.
- E. No co-curricular or regular bus run shall pay less than one (1) hour of pay.
- F. If a co-curricular bus trip is canceled, after the regular bus run has started the bus driver will be paid for their regular run. No bumping will be allowed after 3 p.m. of the last previous scheduled workday, or 11:00 AM on any previously scheduled day dismissing earlier than the normal dismissal time.
- G. Drivers will be paid their regular wage when they go for a drug or alcohol test. A van will be provided or the driver will be reimbursed for mileage.
- H. Upon hire, a new teacher aide will be placed as either an instructional aide or a special needs aide and will accrue

seniority within that category. Aides currently working in the system are not affected and retain and accrue seniority in both categories.

SECTION VI OTHER

Article 6.1 General

The Federation recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and Constitutions of Michigan and the United States of America.

Article 6.2 Board Rights and Responsibilities

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties 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 the generality of the foregoing.
1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the

- work force and to lay off and recall employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine their qualifications and the conditions of continued employment.
 7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision.
 11. The right to contract or sub-contract is vested in the employer.

B. Employees may be evaluated on a yearly basis.

NOTATION: Both parties agreed that the present Service Personnel Policy Book needs to be updated by Association Representative and Board Representatives and is to be used as a guideline for which it was intended. The unfinished Service Personnel Policy Book will not hinder the ratification of the master contract agreement.

Article 6.3 Duration of Agreement

- A. This Agreement shall be effective as of August 8, 2017 and shall continue in effect through August 31, 2019.
- B. Negotiations between the parties shall begin at least sixty (60) days prior to the Contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date until it is extended by the Board of Education.

C. In Witness whereof the parties hereto have caused this agreement to be signed by their representatives on this 8th day of 2017

Federation

Board of Education

President

President

Vice President

Vice President

Secretary

Secretary

Treasurer

Treasurer

Trustee

Trustee

Trustee

GRIEVANCE REPORT FORM

Grievance # _____ School District _____

Distribution of Form: Superintendent, Principal, Federation and Teacher

Building: _____ Assignment: _____

Name of Grievant: _____ Date Filed: _____

STEP 1

A. Date cause of Grievance occurred _____

B. 1. Statement of Grievance (page, article, section and line)

2. Relief Sought _____

Signature Date

C. Disposition by Principal _____

Signature Date

D. Position of Grievant and/or Federation _____

Signature Date

STEP II

A. Date received by Superintendent or Designee_____

B. Disposition of Superintendent or Designee_____

Signature Date

(If additional space is needed in reporting Sections B1 & 2 or Step 1, attach an additional sheet)

C. Position of Grievant and/or Federation_____

Signature Date

STEP III

A. Date received by Board of Education or Designee _____

B. Disposition by Board: _____

Signature

Date

C. Position of Grievant and/or Federation _____

Signature

Date

Note: All provisions of Article ___ of the Agreement dated _____, 20__ , will be strictly observed in the settlement of grievance.

STEP IN ARBITRATION

A. Date Submitted _____

B. Disposition _____

Signature

Date

APPENDIX

I. GENERAL POLICIES

A. GENERAL REGULATIONS

1. All personnel must have an application blank completely filed and on file in the business office; be 18 years of age or over; be a citizen of the United States; and have satisfactory recommendations.
2. All personnel must have completed and signed W-4 forms (federal and state) plus retirement forms and have same on file in the business office.
3. Emergency shall be defined as "An unforeseen circumstance".
4. Pay Dates - every other Friday. Exact initial pay date will be on individual contracts. Once every seven years there will be three weeks between pays. Contracts run from July 1 through June 30, a total of 26 pay periods for 12 month employees, and September 1 thru August 31 for employees of less than 12 months. A full contract will be issued the first year of employment and riders to be attached to this contract will be issued after the first year. Deductions are made from each check (per W-4 forms, etc.) for withholding, social security and income tax.
5. "School year only" peoples' salaries are based on current pupil attendance days.
6. Seniority listings are equated full time years in the job category (with the exception of bus drivers which are actual years of driving service). Drawing will determine seniority in case of same hire in date.
7. All new employees must possess a High School Diploma or GED equivalency.

II. CLERICAL CATEGORY

A. GENERAL REGULATIONS

1. All clerical personnel are directly responsible to the Administrator assigned, then to the Superintendent and the Board of Education.
2. Clerical personnel shall be neat, well groomed, professional and polite in ethics, manners, etc. and shall be so in dealing with students, teachers, parents, administrators, other personnel and the general public - and shall be pleasant and helpful.
3. All Student and staff confidentiality laws must be followed.
4. Specific duties, etc. are outlined on job sheet descriptions and as outlined by administrators.

B. JOB CLASSIFICATIONS

Classification: "S1" Secretary

A Secretary to any administrator must possess computing skills, ability to organize and operate an office, and bookkeeping skills. It would be helpful if this person had proficiency in Microsoft Office Applications.

C. HOURS/WORK SCHEDULE

Secondary, Jr. High and Elementary Secretary
School Year 7:45 a.m./3:45 p.m.; 45 minute lunch
40 hours/week (State mandated attendance days plus 25 days X 8 hrs/day = 1640)(2 weeks before/after state mandated attendance days plus an additional 5 days). The estimated 205 paid days with an additional 7 paid holidays.

III. COOKS CATEGORY

A. GENERAL REGULATIONS

1. All cooks are directly responsible to the Head Dietician, and then to the superintendent and Board of Education.
2. All cooks must appear at work neat and well groomed. Each shall be responsible for her own clothing, including hairnets and hats.
3. Lunch count must be taken daily and reported to the Head Dietician.
4. ~~All schools shall serve from the same menu daily. Should circumstances prevent this, the Superintendent or his designee is to be notified no later than the morning of that particular day.~~

B. HOURS/WORK SCHEDULE

The Head Dietician (Cook) sets the schedule with the approval of the Superintendent, schedules may be subject to change during the school year.

IV. CUSTODIAL CATEGORY

A. GENERAL REGULATIONS

1. All custodians are directly responsible to the Head of Maintenance and then to the building principal and then to the superintendent and the Board of Education.

2. All requests for supplies, equipment, other needs are to be given to the head custodian.
3. No purchase may be made by an individual except by permission of the head custodian.
4. All custodians must appear at work neat, clean and well groomed.
5. Custodians shall be honest and thorough in their work; shall take no nonsense from students (report out of order conduct, damage, etc. immediately to your building principal); and shall keep the building, grounds and equipment orderly, neat and clean as well as practicing preventive maintenance at all times in regards to their building and equipment.
6. In cases of problems in maintenance, vandalism, etc. report these to the business office and head custodian immediately.
7. Work schedules shall be stated either on an attached sheet or on the individual contract. These hours shall be followed and absence without notification to the head custodian and/or change in schedule without approval will not be allowed.
8. Specific jobs/work will not be outlined here but will be directed by the head custodian, building and area needs and common sense.
9. Any custodian who in addition to doing his custodial chores, drives bus shall be subject to the same regulation as a bus driver regarding general rules or regulations, physicals, etc.
10. Any custodial job may necessitate the job of weekend checks of building boilers as determined by the head custodian.
Compensation for these boiler checks will be \$18.

B. HOURS/WORK SCHEDULE

Contracts are based on 12 months (40 week school year and 12 week summer). Schedule is eight (8) hours per person per day (school year schedule of hours for day shift is 7:00 a.m. to 4:00 p.m. with one (1) hour lunch. Night shift is 4:00 p.m. to 12:30 a.m. with one half (1/2) hour lunch. Summer hours are five (5) eight hour days, 7:00 a.m. to 3:30 p.m. with on half (1/2) hour

lunch or four (4) ten (10) hour days, 6:00 a.m. to 4:30 p.m. with one half (1/2) hour lunch. Total annual hours for custodians are 2080.

V. PARA PROFESSIONALS CATEGORY

A. GENERAL REGULATIONS

1. Para Professionals are directly responsible to the Title I director (Title I Paras) or the Special Education Director (Special Needs Paras), Superintendent and Board of Education.
2. Specific duties and working hours will be set annually at the start of each school year. These may vary from individual to individual.
3. The Para professional will contact the building secretary to arrange for a sub.
4. All Para Professionals must have a high school diploma and two years of college. In hiring, those applicants with college credit and/or teaching experience will be given preference.
5. All Para Professionals will be assigned job duties by their supervisor based on training, background, experience and ability to perform job task.

B. HOURS/WORK SCHEDULE

Para Professionals will work state mandated number of student attendance days. Exact days as set by the Board of Education in the adopted school calendar. Total hours shall be 7 hours per day (with a 30 minute lunch). 1260 hours (180 student days). The exact times will be set by the superintendent in concurrence with the supervisor.

C. CLASSIFICATION: Para Professional

VI. TRANSPORTATION CATEGORY

A. GENERAL REGULATIONS

1. All drivers are directly responsible to the transportation director then to the superintendent and the Board of Education.
2. If a driver quits a regular run he/she goes to the bottom of the regular run seniority (if rehired).
NOTATION: Each year a date in May will be set for a meeting of drivers to pick runs, go over opening of school information, known route changes, etc. for the forthcoming school year. All assignments are for the full school year unless a vacancy occurs. If problems arise in the running of the route, discuss this with the transportation supervisor.
3. Each regular driver, mechanic and transportation supervisor shall have one physical exam annually, at the school's expense unless their personal health insurance will pay for it(per state format only and by approved doctor). These are to be taken in August (or July) of the appropriate school year, also, each driver, mechanic; transportation supervisor will meet the state mandated classes for continuing education accordingly placed on file in the business office.
4. All new transportation employees shall attend the state required classes for one full year. Drivers must keep an updated certificate card at all times. Drivers must also take and pass written and driving tests as prescribed by state law.

All employees shall-

- a. know the laws and regulations of the State of Michigan which pertain to the use of motor vehicles and transportation equipment;
- b. not use alcohol prior to or be under the influence while driving.
- c. keep bus clean, orderly, and free from vandalism;
- d. inspect daily the bus tires and lights and keep mirrors and rear window vision clean/clear;
- e. practice preventive maintenance at all times - reporting any actual defect at once to the transportation supervisor and mechanic;
- f. permit a child to leave a bus only at regularly established stops except upon written specific instruction from the child's parent (guardian) and as approved by an administrator; except in home emergencies, parental illness or absence, and weekends pupils will be allowed to ride buses other than their own (provided the bus involved is not overloaded and no additional stops or distance is created); not allowed if not regular route;
- g. stop, call in, and wait for assistance if any defect occurs in the bus; do not gamble with lives trying to complete the route; if the road or area is bad - or there is a bridge or railroad crossing - due to structural defects, decay, weather, visibility, etc. that is hazardous, do not "try it" but rather backtrack if possible by another route or terminate the run.
- h. not drive or take a bus that is unsafe to operate (unsafe as determined by the mechanic only!).

- i. see that if a student rides on a bus, he is to stay on that bus all the way until he reaches the school building that he attends! Do not allow students to get off for "errands".
- j. not allow students to stand in bus at any time when bus is in motion; keep regular lights and running lights on at all times; not punish students by making them sit on the floor or front steps;
- k. stop the bus on the right shoulder as far as practical and safe; stop each scheduled stop-if nobody appears - drive on. (Use judgment and warning in case of stragglers); buses cannot and will not be held for students to take their own time to walk and board the bus; (chronic offenders shall be reported to the office for discipline);
- l. not allow visitors or other non-students to board or ride the bus;
- m. discipline and maintain control on buses; if students cannot behave and obey school policies they will be denied the right to ride in school vehicles; drivers have the right - per the rules stated in the student handbook - to write up instances and with the concurrence of the building principal and transportation supervisor to remove them from the bus per the written policies:
(NOTE: when an instance arises, file the report immediately and if you have any questions or concerns contact the transportation director).
- n. see that discipline is consistent and fair for all, as inconsistency can cause total

breakdown; if drivers cannot/will not supervise and control pupils using the provided policies, they will have to be replaced.

- o. have the option of free or required seating; (students with driver permission, may move from crowded to empty seats).
- p. in taking children home to a given point, if the bus passes the homes of children on the bus, these children shall be unloaded then as the bus passes their home.
- q. if there is a discipline reason (incident), do not give students a choice "Sweep or Off"! Either- (Usually minor happenings or offenses) tell them to sweep the bus - if they do not they are off the bus until they sweep it. Or - (Usually major happenings or offenses) write them up or have them off the bus.
- r. do not accept (approve) any note from parents allowing students the choice to ride or walk at their (student's) choice. Notes will only be approved that state, walk all the time or ride all the time - to ride at times that are - in the driver's estimate - severe inclement weather (temperature, rain, snow, fog, etc.) Taking students home under these circumstances is the only exception allowed. Otherwise, all the time either walk or ride - no student option!
- s. In case a bus gets stuck while students are on it (snow/mud/etc.) generally:
 - (1) driver stay on; keep motor running, heaters going call the bus garage for assistance;
 - (2) if the driver has to abandon the bus, all

children must go with the driver who will try to put them in a home until assistance arrives.

(3) buses are never to use the North drive of the Onaway School.

(4) drivers are to have buses in back in the line up, and shall leave at time designated by the school administration. Buses are to arrive within a time period designated by the school administration.

(5) co-curricular trips are to be signed for by 3:00 PM the last previously scheduled work day prior to the trip day. If the last previously scheduled work day is an early dismissal (other than 3:10) the co-curricular trip must be signed for before 11:00 a.m. If the driver can't make a signed trip after 3:00 p.m. (or 11:00 a.m.) s/he must notify the transportation supervisor immediately. He will then contact another driver.

5. Bus Accident Procedure: In case of accident (collision, property, personal injury, etc.) driver shall:

- a. STOP - turn on 4-way flasher.
- b. If the bus (in the driver's judgment is in a hazardous position for other traffic and has the ability to move, pull the bus off the main traveled portion of the roadway as far as practical. Then stake out the bus with reflectors. If the bus cannot be moved, stake it out with reflectors where it is.
- c. Check all students for possible injuries. From this information decide if an ambulance is needed, or if a fire truck is needed.

- d. Call 911 if there is injuries and then the transportation supervisor. If necessary send one or two responsible students to nearest phone to call the bus garage at 733-2477 or the business office at 733-4950 to report the accident and request an ambulance and/or fire truck.
- e. The bus garage or business office will send another bus and ambulance if requested. Keep students on the disabled bus until the spare bus arrives unless, in the driver's judgment, the location, situation and/or condition necessitates evacuating the bus. If the bus had to be evacuated see A 4 "t" 2.
- f. Prepare an accident report immediately after an accident involving a school bus (collision, property damage, and/or personal injury) and immediately notify the school business office of such accident and notify the police and/or county sheriff. Do not leave the scene of an accident without permission from supervisor or police.

B. ROUTE EXCEPTIONS

General Bus Route Policy - First students to load the bus on AM trip, are the first students to be dropped off on the PM trip. The general rule is to run the route to service the most students in the least amount of time. If deviations are to be made ask the transportation director for approval.

C. HOURS/WORK SCHEDULE

Drivers: Attendance based on school calendar. Time as needed to complete run within the provisions of the

written policy and state law will thus cause variance per each driver in relation to hours/time spent per day.

D. ROUTE TIMES

Final time determination of route will be made by the Director of Transportation at the time of the Official Count Day unless a major route change occurs afterwards.

E. JOB CLASSIFICATIONS

Classification "T1": Driver - Regular Run

Classification "T3": Driver - Co-curricular Run

NOTE: All co-curricular trips shall be posted and the driver shall be selected on a seniority basis.

F. Controlled Substances & Alcohol Testing Policy For Employees Performing Safety-Sensitive Functions Or Required to Hold a Commercial Driver's License

To reduce the likelihood of accidents caused by the use of controlled substances or alcohol, thereby reducing fatalities, injuries and property damage, Onaway Area Community Schools will strictly enforce this Policy. This policy applies to all employees (including substitutes) who operate or maintain a commercial motor vehicle in interstate or intrastate commerce and are subject to the commercial driver's license requirements. The policy also applies to all prospective employees applying for positions requiring a commercial driver's license and the performance of safety-sensitive functions.

These procedures are intended to comply with all applicable federal regulations governing work place anti-drug programs as well as alcohol consumption regulation and testing programs for individuals who perform safety-sensitive functions as defined herein.

These include but are not limited to:

- 49 CFR, Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.
- 49 CFR, Part 382, Controlled Substance and Alcohol Use and testing, covering Federal Highway Administration (FHWA) controlled drivers.
- 49 CFR, 395.2 Driving of Motor Vehicles
- 49 CFR, 390.5, Accidents

Under federal law and pursuant to 49 CFR 382.109, state and local laws, regulations, rules and orders are pre-empted to the extent they are inconsistent with the requirements and standards of the Omnibus Transportation Employee Testing Act and applicable regulations. If new federally mandated changes are brought about, the Onaway Area Schools will bargain with the Association with respect to changes to this Policy. Any covered employee violating the federal rules, this Policy, or both, in addition to any requirements imposed by the Department of Transportation, may be subject to discipline, up to and including discharge pursuant to the terms of the applicable collective bargaining agreement. Any questions regarding this policy or materials regarding the applicable regulations should be directed to the Director of Transportation.

G. Definitions

"Accident" means an occurrence involving a commercial motor vehicle operating on a public road which results in a fatality; or in bodily injury to a person, who, as a result of the injury, immediately, receives medical treatment away from the scene of the accident; or disabling damage to one or more motor vehicles, requiring the towing of the disabled vehicle(s).

"Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including

methyl or isopropyl alcohol.

"Breath alcohol technician" ("BAT") means an individual who instructs and assist individuals in the alcohol testing process and operates an evidential breath testing device.

"Controlled substance" has the meaning assigned by 21 U.S.C. 802 and as provided in the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations.

"Commercial motor vehicle" means motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- (2) has a gross vehicle weight rating of 26,001 or more pounds; or
- (3) is designed to transport 16 or more passengers, including the driver; or
- (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

"Driver" means any person (including substitutes) who operates a commercial motor vehicle defined in 49 CFR 382.107 and for purposes of this Policy includes school bus drivers, and/or other employee classifications where individuals operate commercial motor vehicles, are required to hold CDL's and perform safety-sensitive functions as defined by 49 CFR, 395.2 (1) - (7). For purposes of this policy, the term "driver" shall be defined as any covered employee

(including substitutes) as required by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations.

"Evidential breath testing device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidential testing of breath.

"Medical Review Officer" (MRO) means a licensed doctor of medicine or osteopathy with knowledge of drug abuse disorders that is employed or used to conduct drug testing in accordance with 49 CFR 391.86 and Part 40.

"On duty time" means all time, from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Such time includes those activities set forth in 49 CFR 395.2.

"Prospective Employee" means an individual who has been selected from a pool of job applicants and made a job offer contingent on his/her satisfactory completion of required controlled substance and alcohol testing.

"Reasonable cause" means that the actions, appearance, conduct, speech, or body odors of a driver indicate he/she has used a controlled substance or alcohol is under the influence of alcohol based on specific, contemporaneous, articulable observations made by a supervisor trained in detecting the signs and symptoms of drug use and/or misuse of alcohol.

"Refuse to submit" (to an alcohol or controlled substance test) means that a driver:

- (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received

- notice of the requirement for breath testing in accordance with the provisions of 49 CFR Part 382.
- (2) fails to provide adequate urine for controlled substance testing without a valid medical explanation after he/she has received notice of the requirement for urine testing in accordance with the provisions of 49 CFR Part 382, or
 - (3) engages in conduct that clearly obstructs the testing process.

"Safety sensitive functions" means any on duty functions as defined in 49 CFR 395.2 (summarized above)

"Substance Abuse Professional" means a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or certified addiction counselor with knowledge of an clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.

H. Controlled Substance and Alcohol Use Prohibitions

- 1. No driver may report for duty or remain on duty requiring the performance of safety sensitive functions if he/she:
 - (a) uses any controlled substances, (including prescription medication) except when the use is pursuant to the instructions of a physician who had advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle;
 - (b) tests positive for controlled substances;
 - (c) refuses to submit to required controlled substance tests.
- 2. Drivers covered by this policy are prohibited

from performing safety-sensitive functions:

- (a) When test results indicate an alcohol concentration of 0.04 or greater;
 - (b) Within four hours after using alcohol;
 - (c) While using alcohol on the job;
 - (d) During the eight (8) hours following an accident if their involvement has not been discounted as a contributing factor in the accident or until they are tested; and
 - (e) if they refuse to submit to required alcohol tests.
3. No driver may be on duty or operate a commercial motor vehicle with alcohol in his/her immediate possession.
4. No driver shall fail to inform his/her supervisor of a reportable accident as soon as possible.

Onaway Area Community Schools will remove from a safety-sensitive function and/or duty any driver who violates any of these prohibitions until he/she has met the conditions for returning to duty. If a driver is found to have an alcohol concentration of 0.02 or greater, but less than 0.04 or if the employee is under the influence of or impaired by alcohol as indicated by behavior, speech and performance indicators of alcohol misuse, and a reasonable suspicion alcohol test result cannot be obtained, the employee will have to be removed from safety-sensitive duties for twenty-four (24) hours or until a test result below 0.02 is obtained. Onaway Area Community Schools will immediately notify the Association in the event any employee is removed from performing safety sensitive functions pursuant to this Policy.

I. Standards for Testing - Controlled Substances

1. General Standards for testing

All alcohol and controlled substances testing will be conducted in accordance with applicable regulations published by the Department of Transportation, pursuant to 49 CFR, 40.1-83. Tests will be collected at a designated collection site under the supervision of trained personnel. Urine samples collected under this Policy will be tested specifically for marijuana, cocaine, opiates, amphetamines and phencyclidine, and according to the test methodologies and cutoff levels provided for in the DOT regulations 49 CFR, Part 40 regarding Procedures for Transportation Workplace Drug Testing Programs. The driver providing urine sample for a drug test will do so in privacy, unless there is reason to believe that the test subject may alter or substitute the specimen. The donor shall provide a urine sample into a collection container or specimen bottle capable of holding at least 60 ml. Each urine specimen will be divided into two bottles labeled as a "primary" and a "split" specimen. The collector will seal and label the specimen(s) complete a chain of custody document, and prepare the specimen(s) and accompanying paperwork for shipment to a drug testing laboratory. The specimen collection procedures and chain of custody ensure that the security, proper identification and integrity of the specimen(s) are not compromised.

2. Review and Interpretation of Laboratory Test Results

The results of the controlled substance (drug) tests will be reviewed in accordance with the applicable regulations. The designated Medical Review Officer (MRO) will review and interpret all test results before they are reported to Onaway Area Community School. The MRO will examine

alternative medical explanations for any positive tests. Prior to the final decision to verify a positive urine drug test result, the tested employee shall have the opportunity to discuss the test results with the MRO. If the employee has not discussed the results of the positive urine drug tests with the MRO within five (5) days after being contracted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification and forwarding the same to the Onaway Area Community School. If the employee provides appropriate documentation and the MRO determines that it is a legitimate use of a controlled substance, the test will be reported as negative to Onaway Area Community Schools.

3. Confirmatory Testing

If the analysis by the MRO of the primary specimen confirms the presence of illegal, controlled substances, the driver has 72 hours to request the split specimen be sent to another Department of Health and Human Services (DHHS) certified laboratory for analysis together with a copy of the chain of custody form with appropriate chain of custody entries. A confirmation tests will be performed to each identified drug (marijuana, cocaine, amphetamines, opiates and/or phencyclidine) using state-of-the-art gas chromatography/mass spectrometry (GC/MS) analysis. If the analysis by the MRO of the split specimen fails to confirm the presence of drugs or drug metabolites found in the specimen, or if the split sample is unavailable or otherwise un-testable, the MRO will cancel the test and report cancellation and reasons for it to the DOT, the employer and the employee.

4. Laboratory Accreditation

Onaway Area Community Schools will use only laboratories performing urine drug testing pursuant to this policy that are certified by the Department of Health and Human Services

(DHHS).

J. Standards for Testing - Alcohol

Onaway Area Community Schools will utilize a facility that uses the required evidential breath testing (EBT) devices. Onaway Area Community Schools will require that alcohol testing is conducted in a location that affords visual and aural privacy to the individual being tested, sufficient to prevent unauthorized persons from seeing or hearing test results. The breath alcohol technician (BAT) will tell the employee entering the alcohol testing location that he/she is required to provide positive identification. The BAT also will provide positive identification to the employee upon request. The BAT will explain the testing procedure to the employee. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test will be conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted. The confirmation test results determine any actions taken. The driver and the individual conducting the breath test (BAT) will complete the alcohol testing form to ensure that the results are properly recorded. The testing procedures outline in 49 CFR Part 40, including procedures relating to completion of the breath alcohol testing form, which ensure accuracy, reliability and confidentiality of test results will be followed.

K. Required Controlled Substance and Alcohol Tests

Under the revised federal rules applicable to individuals with a commercial driver's license, the following controlled substance and alcohol tests are required: post-accident, reasonable suspicion, random, return to duty and follow-up. Pre-employment controlled substances tests are also required. Drivers will submit to the listed types of testing for the presence of controlled substances or alcohol as necessary to comply with federal regulations and the Onaway Area Community

Schools policy. Testing standards as set forth above, in compliance with applicable law, will be used.

L. Pre employment and Pre transfer Testing

Pending further regulatory action by the Federal Highway Administration U.S. Department of Transportation of further legislation by the U.S. Congress, pre-employment or pre-transfer alcohol testing will not be required. Should such be adopted, the parentheticals in this section will become part of the policy adopted by the employer: Before Onaway Area Community Schools hires a prospective employee for, or transfers a current non-safety-sensitive employee to, a vacant driver position requiring performance of safety-sensitive functions, it will require him/her to undergo testing for the use of controlled substances (and alcohol). The prospective employee will be asked to report to a collection site for collection of a (breath and) urine sample and to give written consent to the urine (and alcohol) testing. Refusal to undergo pre employment or pre transfer testing as instructed will result in revocation of any job offer. A current employee will not be subject to discipline for refusing to undergo pre transfer testing or for failing a pre transfer test.

M. Reasonable Suspicion Testing

Onaway Area Community Schools will require a driver to submit to an alcohol or controlled substance test when it has reasonable suspicion to believe that the driver has violated this policy. The required observations must be made by witnesses trained in detecting the signs and symptoms of drug use and/or the misuse of alcohol. For controlled substance testing, two witnesses will be required, if feasible, but otherwise one witness will be sufficient. For alcohol testing, one witness will be required.

1. The supervisor or person who makes the reasonable suspicion determination should not conduct the test

on the employee.

2. A written record of the observations leading to a reasonable suspicion test must be made and within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier.

N. Random Controlled Substance and Alcohol Testing

In compliance with federal law, Onaway Area Community Schools will conduct random, unannounced controlled substance and alcohol tests on drivers. The total number of random controlled substance tests conducted each year will equal at least 50% of the safety sensitive drivers. Random alcohol testing will be conducted just before, during, or after a driver's performance of safety-sensitive duties. Each year, Onaway Area Community Schools will test at least 25% of all the safety-sensitive drivers. The testing dates and times will be unannounced and with unpredictable frequency throughout the year. Some drivers may be tested more than once per year, some may not be tested at all depending on the random selection process. Once notified of selection of testing, a driver must proceed to a collection site to accomplish the testing. The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table from a computer based random number generator. The method of selection for random testing will be neutral so that all safety sensitive employees subject to the testing will have an equal chance to be randomly selected.

O. Post-Accident Controlled Substance Testing Procedures

Post accident testing is required when a driver has an accident and the driver was cited for a moving traffic violation arising from the accident, or a fatality occurred. The driver must provide a urine sample to be tested for the use of controlled substances as soon as

possible, but not later than thirty-two (32) hours after an accident. If a controlled substance tests cannot be conducted within thirty-two (32) hours of the accident, all efforts to conduct a test will cease and a record stating why the test was not conducted will be maintained by Onaway Area Community Schools. A driver subject to post-accident testing must remain readily available for such testing or may be deemed by Onaway Area Community Schools to have refused to submit to testing. Drivers/safety-sensitive employees must produce a blood alcohol test of less than 0.02 before returning to work.

P. Post-Accident Alcohol Testing

As soon as practicable following an accident, as defined in section A. of this policy, each surviving driver must be tested for alcohol and controlled substances if: (1) the accident involved the loss of human life or (2) the driver receives a citation under state or local law for a moving violation arising from the accident. The sample will consist of a breath sample. If an alcohol test cannot be conducted within eight (8) hours of the accident, all efforts to conduct a test will cease and a record stating why the test was not conducted will be maintained by Onaway Area Community Schools. A driver subject to post-accident testing must remain readily available for such testing or may be deemed by Onaway Area Community Schools to have refused to submit to testing. Drivers/safety sensitive employees must produce a blood alcohol test of less than 0.02 before returning to work.

Q. Return to Duty and Follow-Up Testing

Return to duty testing will be conducted before the follow-up testing will be conducted when an individual who has violated the prohibited drug and alcohol standards returns to performing safety-sensitive duties. Follow-up tests are unannounced and at least six tests must be conducted in the first 12 months after a driver returns to duty. Follow-up testing may be extended for up to 60 months following return to duty.

Follow-up testing will be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions or just after the driver has cease performing safety-sensitive functions.

R. Referral to Substance Abuse Professional

Employees (but not prospective employees) who violate the standards of conduct in this policy regarding drug use and alcohol misuse will be referred to a substance abuse professional for evaluation, counseling and/or treatment.

S. Availability of Test Results

The results of any controlled substance or alcohol tests and records connected with the testing procedures will be made available to the individual tested upon written request, to the labor organization representing that individual, or when applicable DOT regulations or state or federal law provide for disclosure.

T. Employee Assistance Program

Onaway Area Community Schools has established an employee assistance program (EAP) to help employees solve mental health, physical, and substance abuse problems. Employees participating in the EAP may apply for up to three (3) months' pay according to their sick leave policy upon completion of a rehabilitation program. The EAP includes the following as they relate to substance abuse issues:

1. The training of supervisors (a) to understand the effects and consequences of controlled substance and alcohol use on personal health and safety in the work environment and (b) regarding the

manifestations and behavioral changes which may indicate controlled substance or alcohol use and abuse.

2. Documentation of training given to drivers and supervisory personnel.
3. Information regarding Onaway Area Community Schools assistance for employees who have a substance abuse problem is available upon request from the Director of Transportation.
4. Onaway Area Community Schools will provide information concerning the effects of alcohol and controlled substances use on an individual's personal life, health and safety in the work environment and signs and symptoms of alcohol misuse, particularly at low concentrations.

U. Training and Information

1. All employees subject to the requirements of this policy and the Omnibus Transportation Employee testing Act shall receive materials and not less than two (2) hours of training on the topics set forth in 49 CFR 382.601 (b) on an annual basis.
2. All supervisors designated to determine whether reasonable suspicion exists shall undergo the two (2) hour training required by 49 CFR 382.603. The Collective Bargaining Representative(s) of any employees covered by this policy shall each be permitted to designate a maximum of two (2) union officials to participate in such supervisor training in addition to the training set forth in paragraph 1. above.
3. Information regarding the Onaway Area Community Schools Employee Assistance Program or other local public or private agencies providing services for employees who have a substance abuse problem is available upon request from the Director of Transportation. All such requests for information

will be treated in strict confidence and shall not be used to adversely affect the job security of any employee.

4. Onaway Area Community Schools will provide information concerning the effects of alcohol and controlled substances use on an individual's personal life, health, and safety in the work environment and signs and symptoms of alcohol misuse, particularly at low concentrations.

V. Confidentiality

Except as expressly authorized by law, neither the Onaway Area Community School nor any person or agency contracting with the Onaway School for alcohol and/or substance abuse testing shall release information regarding an employee's test results without the employee's written consent. The medical review officer will also communicate all information to the ISD as required by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations.

CONSENT TO TEST

I understand that the Onaway Area Community Schools are concerned about the use of drugs and alcohol that poses a threat to the school and to its employees, and that the Onaway Area Community Schools has implemented a Controlled Substances and Alcohol Testing Policy for Operators of Commercial Motor Vehicles to help maintain a safe, healthful and efficient working environment. I acknowledge that I have received a copy of the Controlled Substances and Alcohol Testing Policy for Operators of Commercial Motor Vehicles and have undergone the training required by this policy.

The Policy requires testing for controlled substances and alcohol substances. I agree to submit to such testing, and I consent to allow the results of all tests to be released to the appropriate Onaway Area Community School's administrator. I also consent to execute any documents that may be required to implement this testing or to permit disclosure of testing results to the Onaway Area Community Schools.

I have read and understand this Consent form and agree to abide by the policies set forth herein and in the Onaway Area Community Schools Controlled Substances and Alcohol Testing Policy for Operators of Commercial Motor Vehicles. I understand that this Consent is a condition of my employment and that continued employment may be contingent upon the test results.

Signature: _____

Date: _____

**ONAWAY AREA COMMUNITY SCHOOLS
EVALUATION OF SECRETARIES**

Outstanding	Good	Average	Needs Improvement	Unsatisfactory
1	2	3	4	5

PERSONAL QUALITIES

Appearance	1	2	3	4	5
Health	1	2	3	4	5
Sense of Humor	1	2	3	4	5
Common Sense	1	2	3	4	5
Adaptability	1	2	3	4	5
Enthusiasm	1	2	3	4	5
Poise and Tact	1	2	3	4	5
Leadership	1	2	3	4	5
General Attitude	1	2	3	4	5
Emotional Stability	1	2	3	4	5
Creative Ideas	1	2	3	4	5
Dependability	1	2	3	4	5
Initiative	1	2	3	4	5

WORK SKILLS

Attention to Details	1	2	3	4	5
Willingness to Learn	1	2	3	4	5
Scholarship	1	2	3	4	5
Rapport with other employees	1	2	3	4	5
Written Language	1	2	3	4	5
Spoken Language	1	2	3	4	5
Accuracy	1	2	3	4	5
Neatness of letters and reports	1	2	3	4	5
Speed	1	2	3	4	5
Attendance	1	2	3	4	5

HUMAN RELATIONS

Staff Relationship	1	2	3	4	5
Administrative Relationship	1	2	3	4	5
Parent Relationship	1	2	3	4	5
React. to Suggestions	1	2	3	4	5
Open-Mindedness	1	2	3	4	5
Respect for others	1	2	3	4	5
Cooperation & Loyalty	1	2	3	4	5

EDUCATIONAL QUALITIES

Understands Teachers	1	2	3	4	5
Rapport with Teachers	1	2	3	4	5
Provides for Teachers Needs	1	2	3	4	5
Rapport with Students	1	2	3	4	5

Comments by Superintendent/Principal:

Comments by Secretary:

Suggestions for Improvement:

Signature of Superintendent/
Principal

Signature of Secretary

Date

**ONAWAY AREA COMMUNITY SCHOOLS
EVALUATION OF KITCHEN PERSONNEL**

Outstanding	Good	Average	Needs Improvement	Unsatisfactory
1	2	3	4	5

PERSONAL QUALITIES

Appearance	1	2	3	4	5
Health	1	2	3	4	5
Sense of Humor	1	2	3	4	5
Adaptability	1	2	3	4	5
Enthusiasm	1	2	3	4	5
Poise and Tact	1	2	3	4	5
Articulation	1	2	3	4	5
General Attitude	1	2	3	4	5
Emotional Stabil.	1	2	3	4	5
Creative Ideas	1	2	3	4	5
Common Sense	1	2	3	4	5
Dependability	1	2	3	4	5

**EDUCATIONAL QUALITIES &
WORK SKILLS**

Rapport with Teachers	1	2	3	4	5
Provides for Teacher Needs	1	2	3	4	5
Willingness to Learn	1	2	3	4	5
Interest in Students	1	2	3	4	5
Rapport with Students	1	2	3	4	5
Rapport with Non- Teaching Staff	1	2	3	4	5
Attendance	1	2	3	4	5
Attention to Details	1	2	3	4	5

HUMAN RELATIONS

Staff Relationship	1	2	3	4	5
Administrative Relationship	1	2	3	4	5
Reaction to Suggestions	1	2	3	4	5
Open-Mindedness	1	2	3	4	5
Respect for Others	1	2	3	4	5
Cooperation and Loyalty	1	2	3	4	5

BUILDING MANAGEMENT

Attention to Reports	1	2	3	4	5
Look of Food	1	2	3	4	5
Taste of Food	1	2	3	4	5
Service with a Smile	1	2	3	4	5

Comments by Supervisor:

Comments by Employee:

Suggestions for Improvement:

Signature of Supervisor

Signature of Cook

Date

ONAWAY AREA COMMUNITY SCHOOLS
EVALUATION FOR CUSTODIAN

Outstanding	Good	Average	Needs Improvement	Unsatisfactory
1	2	3	4	5
<u>PERSONAL QUALITIES</u>			<u>WORK SKILLS</u>	
Appearance	1 2 3 4 5		Attention to Details	1 2 3 4 5
Health	1 2 3 4 5		Rapport with Drivers & Mechanics	1 2 3 4 5
Sense of Humor	1 2 3 4 5		Provides for Staff	
Common Sense	1 2 3 4 5		Needs	1 2 3 4 5
Adaptability	1 2 3 4 5		Willingness to Learn	1 2 3 4 5
Enthusiasm	1 2 3 4 5		Organizational	
Poise and Tact	1 2 3 4 5		Ability	1 2 3 4 5
Leadership	1 2 3 4 5		Attendance	1 2 3 4 5
General Attitude	1 2 3 4 5			
Emotional Stability	1 2 3 4 5			
Creative Ideas	1 2 3 4 5			
Dependability	1 2 3 4 5			
Initiative	1 2 3 4 5			
<u>HUMAN RELATIONS</u>			<u>SUPERVISORY ABILITY</u>	
Staff Relationship	1 2 3 4 5		Attention to reports	1 2 3 4 5
Administrative			Ability to represent	
Relationship	1 2 3 4 5		management position	1 2 3 4 5
Community Relation.	1 2 3 4 5		Ability to give	
Parent Relationship	1 2 3 4 5		directions	1 2 3 4 5
Reaction to			Ability to evaluate	
Suggestions	1 2 3 4 5		staff job performance	1 2 3 4 5
Open-Mindedness	1 2 3 4 5		Ability to improve	
Respect for Others	1 2 3 4 5		staff job performance	1 2 3 4 5
Cooperation & Loyalty	1 2 3 4 5			

Comments by Supervisor:

Comments by Custodian:

Suggestions for Improvement:

Signature of Supervisor

Signature of Custodian

Date

ONAWAY AREA COMMUNITY SCHOOLS
EVALUATION FOR BUS DRIVER

	Outstanding	Good	Average	Needs Improvements	Unsatisfactory						
	1	2	3	4	5						
<u>PERSONAL QUALITIES</u>			<u>WORK SKILLS</u>								
Appearance	1	2	3	4	5	Attention to Details	1	2	3	4	5
Health	1	2	3	4	5	Rapport with Drivers and Mechanic	1	2	3	4	5
Sense of Humor	1	2	3	4	5	Provides for Staff Needs	1	2	3	4	5
Common Sense	1	2	3	4	5	Willingness to Learn	1	2	3	4	5
Adaptability	1	2	3	4	5	Organizational Ability	1	2	3	4	5
Enthusiasm	1	2	3	4	5	Attendance	1	2	3	4	5
Poise and Tact	1	2	3	4	5						
Leadership	1	2	3	4	5						
General Attitude	1	2	3	4	5						
Emotional Stability	1	2	3	4	5						
Creative Ideas	1	2	3	4	5						
Dependability	1	2	3	4	5						
Initiative	1	2	3	4	5						
<u>HUMAN RELATIONS</u>			<u>SUPERVISORY ABILITY</u>								
Staff Relationship	1	2	3	4	5	Attention to Reports	1	2	3	4	5
Administrative Relationships	1	2	3	4	5	Ability to represent management position	1	2	3	4	5
Community Relationship	1	2	3	4	5	Ability to give directions	1	2	3	4	5
Parent Relationship	1	2	3	4	5	Ability to evaluate staff job performance	1	2	3	4	5
Reaction to Suggestion	1	2	3	4	5	Ability to improve staff job performance	1	2	3	4	5
Open-Mindedness	1	2	3	4	5						
Respect for Others	1	2	3	4	5						
Cooperation & Loyalty	1	2	3	4	5						

Comments by Supervisor:

Comments by Bus Driver:

Suggestions for Improvement:

Signature of Supervisor

Signature of Bus Driver

Date

**ONAWAY AREA COMMUNITY SCHOOLS
EVALUATION FOR PARAPROFESSIONAL**

Outstanding	Good	Average	Needs Improvement	Unsatisfactory
1	2	3	4	5

EDUCATIONAL QUALITIES & WORK SKILLS

Appearance	1	2	3	4	5	Understands Teachers	1	2	3	4	5
Health	1	2	3	4	5	Rapport with Teachers	1	2	3	4	5
Sense of Humor	1	2	3	4	5	Provides for Teachers					
Common Sense	1	2	3	4	5	Needs	1	2	3	4	5
Adaptability	1	2	3	4	5	Attendance	1	2	3	4	5
Enthusiasm	1	2	3	4	5	Willingness to Learn	1	2	3	4	5
Poise and Tact	1	2	3	4	5	Scholarship	1	2	3	4	5
Initiative	1	2	3	4	5	Interest in Students	1	2	3	4	5
General Attitude	1	2	3	4	5	Inspires Students	1	2	3	4	5
Emotional Stability	1	2	3	4	5	Rapport with Students	1	2	3	4	5
Creative Ideas	1	2	3	4	5	Rapport with Non-					
Dependability	1	2	3	4	5	Teaching Staff	1	2	3	4	5
						Instructional Use of					
						Preparation Time	1	2	3	4	5

HUMAN RELATIONS

Aide Relationship	1	2	3	4	5
Administrative					
Relationship	1	2	3	4	5
Parent Relationship	1	2	3	4	5
Reaction to					
Suggestions	1	2	3	4	5
Open-mindedness	1	2	3	4	5
Respect for Others	1	2	3	4	5
Cooperation & Loyalty	1	2	3	4	5

BUILDING MANAGEMENT

Attention to reports	1	2	3	4	5
Appearance of room	1	2	3	4	5
Bulletin Boards	1	2	3	4	5
Material Selection and					
use of Materials	1	2	3	4	5

Comments by Principal:

Comments by Para Professional:

Suggestions for Improvement

Signature of Principal

Signature of Para Professional

Date