

Master Contract

between the

Coleman Community Schools Board of Education

and the

**Coleman Educational Support
Personnel Association, MEA/NEA**

2020-2021

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ARTICLE I
AGREEMENT

This Agreement is entered into effective August 27, 2020, by and between the Coleman Community School Board of Education, hereinafter called the "Employer" and the Coleman Michigan Educational Support Personnel Association, hereinafter called "CESPA" 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/ maintenance personnel, food service workers, paraprofessionals, secretaries, including employees on leave, but excluding: Bus Mechanics, Supervisors, Central Office Secretaries and Substitutes.
- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

ARTICLE III
PURPOSE

- 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adopted policy, rule, or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.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
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 violating the Public Employment Relations Act ("PERA").

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

ARTICLE VI RIGHTS OF THE UNION

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

- A. Special Conferences. Special conferences for important matters will be arranged between the union President and the designated representative of the Employer upon the request of either

party. Such meetings shall be between at least two representatives of the Union and two representatives of the Employer.

B. Bulletin Boards and School Mails. The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting union materials. The Union shall also have the right to use the school mails to distribute union material.

C. Use of Facilities and Equipment. The Union shall have the right to use school facilities for meetings and school equipment, including, but not limited to, typewriters, computers, printers, duplicating equipment, FAX machines, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

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

E. Stewards:

1. Employees in the school system may be represented by one steward from each classification and their names shall be made known to the Employer.
2. The stewards shall perform their duties as stewards without interference with their own job functions or the job functions of other employees, except for brief phone calls to determine the validity of an alleged grievance. Stewards may leave their job to conduct duties as steward after first securing the permission of their supervisor.

F. Discipline.

1. No employee shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing upon request.

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

- a. Step 1: Verbal warning.
 - b. Step 2: Written reprimand.
 - c. Step 3: Suspension without pay.
 - 1) Three days.
 - 2) Ten days.
 - d. Step 4: Discharge
2. In cases of severe instances of misconduct (including, but not limited to, dishonesty, theft, endangering the safety or welfare of students, being intoxicated in the work place), the employer may omit one or more of the above steps and commence discipline at one of the steps above Step 1, depending on the severity of the offense and/or the employee's

previous discipline record. Cases of drug or alcohol abuse as spelled out in Article XXV of this contract ("Drug and Alcohol Testing") shall be handled in accordance with that Article.

3. An employee shall be entitled to have present a representative of the Union during any meeting which leads to formal disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation.

G. 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.

H. 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.

I. The Board shall provide each employee with an athletic pass that will allow the employee, spouse and K-12 children living in the same household to attend all home events.

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

ARTICLE VII
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/her 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 agreement, shall orally discuss the grievance with the immediate supervisor, with a union representative present if the employee so requests in an attempt to resolve the grievance.
 2. If no resolution is obtained within ten (10) days of the oral discussion, the grievant shall reduce the grievance to writing and proceed within ten (10) days of the oral discussion prescribed in D to Level Two.
- F. Level Two:
1. An original copy of the written grievance shall be filed with the Superintendent or his/her designated agent. Within ten (10) days of receipt of the written grievance, the Superintendent (or designated agent), shall arrange a meeting with the grievant and/or the union grievance representative at grievant's option, to discuss the grievance.
 2. Within ten (10) days of this meeting the Superintendent (or designated agent), shall render one (1) copy to the grievant's supervisor, and one (1) copy in a permanent grievance file in the office.
- G. Level Three. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) days of such meeting, the grievance may be

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

- H. Level Four. If the decision of the Board of Education or designated agent is unsatisfactory to the Union, it shall, within ten (10) days of receipt of the Board of Education's response, notify the Board of Education of its intent to submit the dispute to the American Arbitration Association (AAA) or Michigan Employment Relations Commission (MERC) for binding arbitration. The Arbitrator shall be selected according to the appropriate AAA rules.
1. The Arbitrator shall have no power to:
 - a. Amend, modify, or otherwise change any provision of this Agreement.
 - b. Establish, amend, or modify any salary schedule or fringe benefit provided under this Agreement.
 - c. To review the substance of the evaluation, dismissal, or discipline of probationary employee.
 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.
- I. 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.
- J. Time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- K. 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 VIII
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 lock out any employee during the term of this Agreement or during any period during which a successor Agreement is being negotiated by the parties.

ARTICLE IX
HOURS OF WORK

School Day Only Custodians

The position entitled "School Day Only Custodian" will be a sub-classification in the custodial/maintenance classification. This position entitled "School Day Only Custodian" will be a part-time position starting at minimum wage per hour as set by the State of Michigan each year or Step 1 on the current Wage Schedule, whichever is the greater of the two. There will be no health/vision/dental benefits. They will be granted all sick, personal and holiday paid benefits as per the current master agreement. Sick, personal and holiday pay will be pro-rated to the number of hours worked using 40 as the number of hours worked for a full-time employee. Their duties will be limited to basic custodial work and include light maintenance duties. This position has no bumping rights into other custodial/maintenance positions.

Custodial/Maintenance:

- A. The Board reserves the right to set the hours of work for all custodial/maintenance employees covered by this Agreement. Maintenance/Custodial full time positions will be filled at the discretion of the administration. A permanent change in the starting time shall not be made until the Board has given appropriate notice of at least four (4) working days to the Union and the affected custodial/maintenance employees. The Board reserves the right to temporarily change an employee's starting time in case of emergency.

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

If there is a need to replace absent Custodial/Maintenance or School Day Custodial cleaning, such work will be performed by part-time substitutes or part-time School Day Custodians, except where it will cause the individual to exceed 40 hours a week in all Coleman positions.

- B. Overtime - When necessary the board agrees to pay overtime under the following conditions:

If there is a need for overtime custodial work, such work will be performed by part-time substitutes, if qualified.

1. Call-in - Whenever a custodial/maintenance employee is required to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1 1/2) his/her regular rate or a minimum of two (2) hours pay at his/her straight time hourly rate, whichever is the greatest.
 2. When necessary, overtime shall be divided and rotated as evenly as possible according to seniority and among those custodial/maintenance employees who regularly perform such work provided they are qualified to perform such work. If no one accepts the overtime, it shall be assigned to the lowest seniority custodial/maintenance employee.
 3. If he/she has not worked his/her full regular schedule for the week due to a contract holiday, the district will pay at the rate above for time required to return to work. Overtime pay beyond the regular schedule is based on hours worked, not hours paid.
 4. Double time shall be paid for any hours a custodial/maintenance employee is required to work on Sundays if the employee has exceeded the 40 hour work week.
 5. Advance notice of overtime shall be given to the affected employee(s) as soon as possible.
- C. Custodial/maintenance employees will be required to notify their immediate supervisor when they are going to be absent. The immediate supervisor must be notified the night before or in case of emergency one (1) hour before their regular starting time.
- D. Custodial/maintenance employees required to attend meetings called by the Administration will be paid regular hourly pay regardless of all other hours worked in that day or week.
- E. For building checks on Saturday, Sunday or holidays the call back in Paragraph B of this Article shall be paid.
- F. Custodial/maintenance employees shall report at the specified starting time of their shift and shall not leave without permission until the specified quitting time of their shift except lunch periods.
- G. A lunch period of thirty (30) minutes shall be provided without pay. If a custodial/maintenance employee is required to work during this period and is not able to make up his/her lunch period then he/she shall have time approved by a supervisor as overtime.
- H. All custodial/maintenance employees who work an eight (8) hour day shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked of the day and one (1) fifteen (15) minute rest period during the second four (4) hours of the work day. Such periods shall be confined to the premises. These rest periods will be scheduled and taken at the time scheduled unless adjusted due to an activity.
- I. When custodial/maintenance personnel are required in a building because of a public activity, the employee will remain in that building for the duration of the activity.
- J. Extra summer time employees may be hired by the district at the minimum wage rate.

- K. Extra summer time employee positions will be posted to the bargaining unit each year. Interested bargaining unit members may submit a letter of interest to the Maintenance/Transportation Director. Administration will have the right of hire for all summer employee positions.

Bus Drivers: If Transportation Workers are employees of Coleman Community Schools, the following language applies:

- A. When school is in session the regularly scheduled work week shall be five (5) consecutive regular work days: Monday through Friday, inclusive.
- 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 1.5 hours at the trip rate for the first hour and the hourly trip rate for all other hours.
- E. When a driver is ready to drive an extra trip and the trip is canceled, the driver will be paid for two (2) hours at the regular rate for extra trips. If the trip is canceled before the driver has come in and prepared, there will be no allowance paid.
- F. If, due to a breakdown or inclement weather, the regular time is extended over one and a half (1 ½ or 1 ¾ depending on assigned route) hours, the pay rate will be at extra trip rate.

Food Service Workers: If Food Service Workers are employees of Coleman Community Schools, the following language applies:

- A. Cooks will work a minimum of five (5) hours per day. Beginning fall of 2013, Cooks or Server/Helpers will work a maximum of 5.75 hours per day.
- B. Server/Helpers will work a minimum of three (3) hours per day.
- C. Any food service staff working six (6) or more hours shall receive two (2) fifteen (15) minute rest periods.
- Any food service staff working three (3) or more hours shall receive one (1) fifteen (15) minute rest period.
- D. Food service workers performing duties outside normal day such as evening or Saturday banquets shall be paid at a rate of time and one-half. Normal work days are student and staff inservice days. Ten (10) day notice will be given as to plans for such activities.

Paraprofessionals:

- A. Paraprofessionals will work all required student days and at least one Professional Development/Inservice day scheduled on the teachers' calendar. Paraprofessionals shall be notified of the specific date of the required professional development/in-service day by the first day of their work year or at least ten (10) calendar days in advance of the scheduled day. They may work other days with notification by the Administration. Media Paraprofessionals will work an additional four (4) days per year. Paraprofessionals will work a maximum of 5.75 hours per day. At administration discretion, individual paraprofessional assignments may be extended over 5.75 hours to meet student needs.

When the District has a two hour delay in starting the school day, the starting time for all paraprofessionals will be at 10:00 a.m.

- B. The District shall have the right to request specific paraprofessionals to fill the following positions: Responsibility Centers; and Proactive Behavior Paraprofessional at the Elementary; Media Paraprofessional. If the employee declines the position the District will offer the position to the District's second choice for each position and so on until an employee accepts the position. If no employee accepts the position the District shall assign the position to the least senior member of the paraprofessional classification. Filling these positions shall not result in the layoff of any bargaining unit member, however if layoffs occur, contractual lay-off/recall/seniority rights will be used for the entire paraprofessional classification. (i.e. if Proactive Behavior Paraprofessional is the least senior of the paraprofessional classification, he/she will be the first to be laid off and the last to be recalled).
- C. The district will work to ensure there is coverage (including in the main office when outside of the assigned paraprofessional schedule) for all Responsibility Centers for the entirety of the instructional day.

Secretaries:

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

ARTICLE X
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 (including threats or violence) as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Supervisor upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Supervisor's investigation, the alleged unsafe condition is found to be a hazard to the employee.
- C. There shall be no off-setting of overtime with compensatory time beyond the end of the pay period. Employees shall keep track of their own time on sheets provided by the District.
- D. Any case of injury to an employee or damage to his/her property, which is required for the work, shall be reported promptly to Administration who will advise of next steps, including employee submission of a Personal Property Claim and/or Worker's Compensation & Accident Report to Administration within 24 hours.
- E. An employee also has the right to be advised and eventually provided a copy of any written complaint to the Board concerning his/her work unless the employee is under criminal investigation.
- F. Time lost by an employee in connection with an incident mentioned in this article, non-compensable under Worker's Compensation, at superintendent discretion, may not be charged against the employee unless he/she is guilty in a court of law.
- G. The Association agrees that it is the responsibility of all employees to assist in maintaining order in the building, on school buses, and on school grounds.
- H. The Board shall carry Worker's Compensation so that an Employee disabled from an injury or disease due to his/her employment may receive medical attention, and weekly benefits. Such insurance shall cover all benefits required by Michigan's Worker's Compensation Act. If an employee uses his/her paid leave while on Worker's Compensation, it shall be deducted on a proportional basis. When an employee's sick leave is depleted, the employee shall be paid Worker's Compensation only. The employee shall pay his/her portion of the premium for health insurance, if applicable, while receiving Worker's Compensation benefits.

ARTICLE XI
ACT OF GOD DAYS

Food service workers, bus drivers, paraprofessionals and secretaries are not expected to work on Act of God days, but shall receive their usual daily wage for the first three (3) such days each year. Such employees are not expected to work on subsequent Act of God days and will not be paid for them until the days are made up; these employees are expected to work all such make-up days. All employees may use any/all of their four (4) Personal Business Days per year to receive compensation on any non-compensated, non-instructional scheduled work day or Act of God Day during the school year at their individual discretion. In order to receive this compensation, they must fill out paperwork at the administration center.

When the District has a two-hour delay in starting the school day, the starting time for secretaries and paraprofessionals will be at 10:00 a.m., unless their typical starting time is later than 10:00 a.m.

ARTICLE XII
VACANCIES, TRANSFERS, AND PROMOTIONS

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

The senior employee in the classification in which the vacancy occurs making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. If testing for the position is required then (1) the same test will be given to all applicants, simultaneously where possible and conditions will be the same, and (2) criteria will be made available to the CESPAs President. In the event the administration does not feel it is desirable to place the highest seniority person in the open position, an evaluation meeting between the representatives of the Union and the administration will be held in order to review the reasons and to arrive at a decision between the parties.

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

ARTICLE XIII
NEW JOBS

- A. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such job which has been placed into effect upon the institution of such job.
- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30)

calendar day period, but not thereafter during the life of this Agreement, the Union may make written request to the Employer requesting to negotiate the classification and the rate of pay. The negotiated rate, if higher than the temporary rate shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned and a permanent rate of pay, either as a result of the Union not requesting negotiations during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become part of Schedule A of this Agreement.

ARTICLE XIV
SENIORITY, LAY-OFF AND RECALL

- A. A newly hired employee shall be on a probationary status for ninety (90) 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 ninety (90) work day probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without recourse of appeal by the Union. Probationary employees who are absent shall work additional days equal to the number of days absent and such employees shall not have completed their probationary period until these additional days have been worked.
- B. Seniority shall be defined as the length of unbroken continuous service with the District within each job classification, and a bargaining unit member may hold seniority and a concurrent position in more than one classification while employed by the District. Seniority shall be calculated from the date of hire, but under no circumstances shall seniority accrue until an employee has served his/her probationary period. If the probationary period is satisfactory, seniority shall be retroactive to the date of hire as a regular employee. In the event that two or more employees have equal seniority a tie shall be broken by starting seniority from the date of application for employment.
- C. An employee shall lose all seniority should he/she retire, resign or be discharged for just cause.
- D. Should the District determine the need for any lay-off of personnel, or reduction in work hours, seniority shall be within each job classification. The District shall provide fifteen (15) days of advance notice. The requirement of fifteen (15) days' advance notice of layoff is waived and a five (5) day notice will be given should the student(s) for whom the employee is employed leave the District or perish.
- E. Within each job classification, probationary personnel shall be the first laid off; those with the least seniority shall be next laid off until the reductions have been completed.
- F. Employees who transfer to another job classification shall retain seniority in their initial classification, and shall begin accruing seniority in the new classification from the date of transfer.

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

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

ARTICLE XV
LEAVES OF ABSENCE WITH PAY

A. Sick Leave Accumulation:

1. Each custodial/maintenance employee will be entitled to sick leave accumulated in an individual sick leave bank at the rate of nine (9) per year accumulative to one hundred thirty-five (135) days.
2. Each driver/server/helper/cook/paraprofessional employee will be entitled to sick leave accumulated in an individual sick leave bank at the rate of six (6) per year accumulative to one hundred thirty-five (135) days.
3. Each secretarial employee will be entitled to sick leave accumulated in an individual sick leave bank at the rate of eight (8) per year accumulative to one hundred thirty-five (135) days.

B. Use of Sick Leave:

1. Sick Leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee is ill and requires the care and attendance of the employee. When through exposure to contagious disease, the presence of the employee at his/her employee position would jeopardize the health of others, sick leave will be granted. For this paragraph the immediate family is spouse, children, parents, brother, sister, grandparents, and grandchildren. Up to ten (10) days per year of sick leave may be used for illness for mother-in-law, father-in-law, brothers-in-law or sisters-in-law.
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 after five (5) days.
3. The Board may, at Board expense, require an employee to submit to a physical or mental examination by approved specialist to determine whether involuntary sick leave is warranted.

C. Personal Business and Deduct Days.

1. For all employees four (4) days shall be granted for personal business, which can be used for business which cannot normally be transacted outside of the employee's regular work hours. The employee's supervisor shall be notified of the intent to use such days two (2) days in advance, except in case of emergency. These days shall not be deducted from sick leave. Unused personal days will be added to accumulated sick days only at the end of each fiscal year (June 30) or at retirement.

Custodians shall be granted one (1) additional personal day per year, in accordance with language already existing in Article XV(C), bringing the total to five (5) days per year for this classification.

New employees shall be granted all personal business days the pay period immediately following the Probationary Period unless approved by the Superintendent or as a condition of hire.

2. Up to two (2) deduct days may be granted with loss of daily wage for each day. The requested procedure for deduct days shall be:

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

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

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

3. All employees may use any/all of their four (4) Personal Business Days per year to receive compensation on any non-compensated, non-instructional scheduled work day or Act of God Day during the school year at their individual discretion. In order to receive this compensation, they must fill out paperwork at the administration center. When the District has a two-hour delay in starting the school day, the starting time for secretaries and paraprofessionals will be at 10:00 a.m., unless their typical starting time is later than 10:00 a.m.

- D. Funeral Leave. All employees shall be granted up to five (5) working days off with pay for the death of the employee's spouse, children or step children. Additionally, three (3) working days off with pay shall be granted for the death of a member in the employee's immediate family other than spouse or child. The immediate family shall be construed to include the following: parents, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grand-children. These days may be extended by the superintendent. Extra funeral days taken for other than family members shall be deducted from sick leave.

- E. Jury Duty. A leave of absence shall be granted to an employee called for jury service. The Employer shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty fee paid by the court (not including travel allowance for reimbursement for expenses) for each day in which the employee reports for or performs jury duty on which he/she otherwise would have been scheduled to work, provided that the employee cooperates with the administration in seeking to be excused from such service.

ARTICLE XVI
VACATIONS

Custodial/Maintenance Only: (Not applicable to "School Day Only Custodians")

A. Full year custodial/maintenance employees who have completed one (1) year of service shall receive one (1) week vacation with pay; two (2) years of service shall receive two (2) weeks vacation with pay; eight (8) years of service shall receive (3) weeks; twelve (12) years of service shall receive four (4) weeks vacation with pay.

B. Employees with a hire date after July 1 shall receive a prorated vacation allowance. It will be based on 1/12 of his/her accrued vacation pay for each month from anniversary date to July 1.

To be eligible for a full vacation an employee must have worked eighty percent (80%) of his/her regularly scheduled working hours. An employee who works less than eighty percent (80%) of his/her regularly scheduled working hours shall receive pro-rated vacation allowance based on his/her actual hours worked.

C. Employees terminating employment or on a leave of absence shall receive a pro-rated vacation allowance based upon 1/12 of his/her vacation pay for each month or major fraction thereof between his/her anniversary date and his/her termination date.

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

Secretaries:

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

1 st 6 months:	none (0)	8 th - 14 th year:	five (5) days
2 nd 6 months	one (1) day	15 th year & after:	six (6) days
2 nd - 7 th year:	four (4) days		

Up to a maximum of 4 vacation days can be carried over into the next fiscal year.

ARTICLE XVII
LEAVES OF ABSENCE WITHOUT PAY

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

is requested by the Employer. Failure of an employee to return from a leave of absence, or request an extension from the Employer, may result in termination and loss of seniority.

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

- B. Leaves of absence shall be granted for one (1) year to employees for physical or mental illness, prolonged serious illness in the immediate family which includes; spouse, children, or parents living in the same house.
- C. Leaves of absence shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- D. A leave of absence shall be granted to any employee for the purpose of child care. Said leave shall commence upon request of the employee. A pregnant employee may commence said child care leave at her option. Likewise, she may terminate the leave anytime after the birth of the child and provided that she is physically able to perform her work responsibilities. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee.

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

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

G. Qualifications for Leaves:

1. Any employee in the bargaining unit who is elected or appointed to full- time position or office in the Union whose duties require his/her absence from work shall be granted a leave of absence for the term of such office or position.
2. An employee who meets all of the requirements as herein before specified and has a minimum of two (2) years of seniority with the Employer shall be granted a leave of absence without pay and he/she shall accumulate seniority during his/her leave of absence and he/she shall be entitled to resume his/her regular seniority status and old job

and recall rights. An employee who applies for either a child care or military leave would not be required to have a minimum of two (2) years of service with the Employer.

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

- H. Employees shall be eligible for FMLA consistent with the Act and its regulations. If the employee, on his/her own volition, fails to return from FMLA, the employee shall repay the District the insurance premiums paid by the District.

ARTICLE XVIII
RETIREMENT

- A. Unused sick days. Any employee retiring from the District in accordance with the Michigan Public School Employees Retirement System (MPERS) shall be compensated thirty percent (30%) of their daily rate each accumulated day of unused sick leave capped at \$5,000. However, employees who have more than 90 accumulated sick days as of 8.17.2020, and will retain their full allotment of sick days, not to exceed 135, and will not be subject to the maximum \$5,000 payout.

ARTICLE XIX
ROUTE PREFERENCE

- A. Opening of School Year. Prior to the opening of the school year all routes and buses will be reassigned to the driver that last held that route and bus unless there is an open route due to retirement, resignation or leave.

The seniority list will be used for purposes of transportation route bidding which will be held after the 4th Monday of the school year. The most senior transportation bargaining unit member will get to bid first; second, will be the next senior bargaining unit member; and so forth until all bargaining unit members in the classification are placed. All bidding rules will be followed for route vacancies as defined below.

B. Route Vacancies:

1. When a route is established and/or becomes open, the employees may bid for this route and the senior employee who meets the requirements shall be granted preference for this route unless it results in overtime.
2. Should the senior employee be denied the route, reasons for this denial shall be given in writing to said employee. If said employee disagrees with the reason for such denial, it may become a proper subject for the grievance procedure.
3. Route vacancies will be posted on the bulletin board for a period of five (5) working days setting forth the minimum requirements for such vacancies or new positions. All interested employees must apply in writing within this five (5) day period. After a driver accepts a run within the five (5) day period, his/her previous run or a run of like nature will be advertised within five (5) working days.
4. Routes vacant due to the temporary absence of a regular bus driver shall not be subject to the provisions of this article and may be filled by the Employer on a temporary basis. If the route vacant consists of a noon run, regular drivers will be given first preference to take that noon run. Provided, however, if any temporary leave of absence extends beyond the school year the position may be declared open if there is no indication from the driver of intent to return.

5. Any driver who has a noon run as part of their regular route and signs for a different route may, at their discretion, take the noon run and the new route or drop the noon run.
 - a. Any driver who has a noon run may drop the noon run and keep the rest of their route.
 - b. Any noon run that becomes open will be posted.
6. A "route" shall be defined as both runs required to deliver and return a group of students from home/pickup to school/destination, and the second run to return the students from school/destination to original pickup.

C. The Board shall provide, at no cost to the employee, all training, testing and fees required by State and Federal law. This includes, but shall be not be limited to:

1. Fees for Commercial Drivers License.
2. The entry level School Bus Safety Course required by the Pupil Transportation Act, MCLA 257.1801 et seq.
3. Mandatory continuing education courses as required by the Pupil Transportation Act, MCLA 257.1801 et seq.
4. On-road testing (if adopted by the State Board of Education).
5. Any additional requirements adopted by the Board.
6. Physical examinations up to the fee charged by a local clinic arranged by the District or a personal physician up to \$75.00 or equivalent to the clinic, whichever is greater.
7. Training provided by the Board on any new procedures required by Pupil Transportation Act, MCLA 257.1801 et seq.

Employees shall be compensated for all mileage for activities listed above if the activities are located away from the Coleman Schools. Additionally they shall be paid for time spent in training and testing activities as listed above. Drivers shall be paid a \$25.00 stipend for annual updating of route maps with driver notated map and a \$25.00 stipend pay for DOT physical examination when needed.

ARTICLE XX
EXTRA TRIP DISTRIBUTION

A. Extra Trips:

1. Extra trip hours shall be divided as equally as possible among transportation employees who have the necessary license. An up-to-date list showing extra trip hours will be posted weekly in a prominent place on the bulletin board.

2. Whenever extra trips are required, the person with the least number of extra trip hours in that classification will be called first and so on down the list in an attempt to equalize the extra trip hours.
3. Time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of extra trip hours of the employees working during the call-out period. An employee may notify the bus supervisor in writing that he/she does not wish extra trip hours. This will remain in effect until the employee notifies, in writing, the bus supervisor that he/she wishes extra trip hours, at which time the employee will be entered on the list and be charged with the high number of hours.
4. Extra trip hours will be computed from the beginning through the conclusion of the school year. Excess extra trip hours will not be carried over each year.
5. All trips paid for by the District through general fund, district dollars, involving six (6) or more student-athletes shall be transported by a licensed CDL driver in the bargaining unit unless agreed upon between the Employer and CESP. Any emergency evacuation of students is excluded from this language.
6. Each extra trip must have at least two (2) adults per spectator bus.
7. Fifty dollars (\$50) will be provided for a jacket every third year. The next jacket allowance will be for 2018-2019: A beginning driver will be given fifty dollars (\$50) toward a jacket in the first year of employment.
8. Drivers on overnight trips will be reimbursed for lodging and up to thirty dollars (\$30.00), or Board policy, whichever is greater, per day toward meals, not cumulative from day to day. No single meal is to exceed 2/3 of the total. An itemized receipt, excluding taxes, must be submitted for reimbursement.

ARTICLE XXI
COMPENSATION

Any District Retiree rehired shall be placed on Step 1.

Transportation and Paraprofessionals will be paid a Christmas Eve Holiday for the 2020-21 school year.

WAGES: The basic wage rates of employees covered by this Agreement for the 2020-2021 school year will remain at the same levels as the 2019-2020 salary schedule. Status quo with Steps and Longevity frozen at the 2019-2020 level.

Parapro—Schedule 1 (Hired before 07-01-2010)				
Step	Paras	Media Clerk	One-on-One	Para w/60 hrs
1	\$10.33	\$10.62	\$10.97	\$12.08
2	\$10.94	\$11.24	\$11.60	\$12.71
3	\$12.03	\$12.31	\$12.70	\$13.79

16	\$12.28	\$12.56	\$12.95	\$14.04
21	\$12.53	\$12.81	\$13.20	\$14.29
26	\$12.78	\$13.06	\$13.45	\$14.54

Parapro—Schedule 2 (Hired after 07-01-2010)

Step	Paras	Media Clerk	One-on-One Proactive Behavior Para-Elem.
1	\$8.98*	\$9.28	\$9.59
2	\$10.33	\$10.62	\$10.97
3	\$10.94	\$11.24	\$11.60
4	\$12.03	\$12.31	\$12.70
16	\$12.28	\$12.56	\$12.95
21	\$12.53	\$12.81	\$13.20
26	\$12.78	\$13.06	\$13.45

* \$9.25 effective January 1, 2018.

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

The paraprofessional with 60 hours step will continue for employees hired before the 2009-10 school year. Employees hired after this time will not have this option. Only employees receiving this level before the end of the 2010-11 school year and hired before 2009-10 school year will be eligible.

Support Staff – Schedule 1 (Hired before 07-01-2010)

Step	Secret Aide	Asst Secret	Secret	Head Secret	Custod/Mtn	Bus Attend
1	\$10.87	\$12.55	\$13.29	\$14.18	\$15.61	\$11.51
2	\$11.51	\$13.58	\$15.28	\$16.02	\$16.48	\$11.68
3	\$12.61	\$14.62	\$16.99	\$17.94	\$17.37	\$11.73
16	\$12.86	\$14.87	\$17.24	\$18.19	\$17.62	\$11.98
21	\$13.11	\$15.12	\$17.49	\$18.44	\$17.87	\$12.23
26	\$13.36	\$15.37	\$17.74	\$18.69	\$18.12	\$12.48

Support Staff – Schedule 2 (Hired after 07-01-2010)

Step	Secret Aid	Asst Secret	Secret	Head Secret	Custod/Mtn	Bus Attend
1	\$9.28	\$10.70	\$11.17	\$11.86	\$14.14	\$11.19
2	\$10.62	\$12.26	\$12.96	\$13.85	\$15.23	\$11.51

3	\$11.24	\$13.26	\$14.91	\$15.64	\$16.08	\$11.68
4	\$12.31	\$14.28	\$16.59	\$17.52	\$16.95	\$11.73
16	\$12.56	\$14.53	\$16.84	\$17.77	\$17.20	\$11.98
21	\$12.81	\$14.78	\$17.09	\$18.02	\$17.45	\$12.23
26	\$13.06	\$15.03	\$17.34	\$18.27	\$17.70	\$12.48

School Day Only Custodians	
Step	School Day Only Custodians
1	\$9.75
2	\$9.85
3-4	\$9.95
5-7	\$10.05
8-9	\$10.15
10 or more	\$10.25

Transportation Wage Schedule Hired Before 07-01-2010		
Steps	Run 0-27.9 Miles	Run 28 Miles and Above
1	\$21.14	\$24.66
2	\$22.17	\$25.87
3	\$23.21	\$27.08
16	\$23.46	\$27.33
21	\$23.71	\$27.58
26	\$23.96	\$27.83

Transportation Wage Schedule Hired After 07-01-2010		
Steps	Run 0-27.9 Miles	Run 28 Miles and Above
1	\$20.75	\$24.21
2	\$21.14	\$24.66
3	\$22.17	\$25.87
4	\$23.21	\$27.08
16	\$23.58	\$27.52
21	\$23.96	\$27.95
26	\$24.33	\$28.39

Transportation:

Scale is paid by the run. The scale consists of all hours necessary to complete all requirements of the runs assigned to each driver.

SE/CTE runs will receive extra compensation over one hour forty-five minutes at the rate of \$15.58 per hour.

Miles are based on predetermined routes.

Changes in run length during the year will only cause a change in scale in the event there is an increase or decrease of four (4) miles.

Extra Trip Rate: \$15.58 per hour

All Classifications:

Movement to the 2nd, 3rd and 4th year columns shall occur on the anniversary of the employee's hire date in the appropriate years.

If Food Service Workers are employees of Coleman Community Schools, the following compensation language applies:

A. Food Service:

1. The option will exist to call in additional help if needed when the supervisor is not present, with prior supervisor approval.
2. The rate for all cooks and/or servers/helpers working as a kitchen supervisor for extra dinners or meals shall be time and one-half (1 ½) regular pay after that individual's regularly scheduled day.
3. Any time a server/helper works as a cook the employee shall be compensated at a cook's wage equal to that employee's years of service.
4. Extra hours as a result of catering work shall be rotated according to seniority as evenly as possible.
5. Food service employees do not receive health care benefits.

B. Secretarial:

1. The District agrees to maintain at least one Secretarial position per building. The District agrees that head building secretary positions (one position at the Elementary and one position at the Jr./Sr. High School) will not be replaced by a secretarial aide.
2. An individual taking a Secretarial Aide position and coming from a classification other than secretarial will begin to accrue seniority in the Secretarial classification immediately upon entering the new position. Seniority in the previous classification will be "frozen," as delineated in Article XIV, (F).

3. The Secretarial Aide will receive the same number of paid holidays as other secretaries as delineated in Article XXII-Compensation.
4. Secretarial Aide will work any number of days, from the course of the school year up to 210 days, at the discretion of the District.
5. Secretaries hired after July 1, 2010 do not receive health care benefits.

C. Custodial/Maintenance:

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

D. Longevity:

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

These monies will be added to the base rate only.

E. Health Insurance:

Health insurance is available to full-time maintenance/custodial employees with any hire date. Secretaries hired before July 1, 2009 are eligible for health insurance. Bus driver, para-professionals, transportation employees, school time only custodians are not eligible for health insurance. Secretaries hired on or after July 1, 2009 are not eligible for health insurance.

Health insurance will include medical, dental, life and LTD for eligible support staff and they will receive the same insurance as administrators.

An in-lieu amount of \$150 per month shall be paid to eligible employees (custodian/maintenance and secretaries) who do not take health benefits. The employee choosing in-lieu must take PAK B coverage at a cost of 20% to the employee.

The monthly/annual legislative hard cap will be used for the District's health premium share and the employee will be responsible for any remaining insurance premium or deductible amount. If insurance increases by 4% or more, administration will invite bargaining unit leadership to a meeting to review quoted insurance, including but not limited to, MESSA.

CESPA eligible members, including PAK B, will continue to pay 20% of vision, dental, LTD/life insurance.

F. Holidays:

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

	Custodial/ Maintenance	Para-Professionals/ Transportation/ Food Service	Secretaries
4 th of July	Yes	No	No
Friday before Labor Day	Yes	No	No
Labor Day	Yes	No	Yes
November 15*	Yes	No	Yes
Thanksgiving	Yes	Yes	Yes
Friday after Thanksgiving	Yes	Yes	Yes
Christmas Eve Day	Yes	Yes for 2020-21	Yes
Christmas Day	Yes	Yes	Yes
New Year's Eve Day	Yes	No	Yes
New Year's Day	Yes	Yes	Yes
Good Friday	Yes	No	Yes
Memorial Day	Yes	Yes	Yes

* If the day falls on a school day and school is not scheduled.

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

ARTICLE XXII
TRAINING

- A. The Board will provide training for all paraprofessionals hired to deal with inclusive education students.
- B. Any additional training of bargaining unit members that is needed for job safety and performance will be provided for by the District.

- C. Bargaining unit members required to attend meetings will be paid their regular hourly wage. Bus drivers will be paid their extra trip rate per hour.

ARTICLE XXIII
EVALUATION

- A. All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.
- B. Bargaining unit member evaluation shall be by formal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties as agreed to by the Employer and the Union. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor.
- C. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within twenty (20) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- D. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

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

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

ARTICLE XXIV
DRUG AND ALCOHOL TESTING

A. Consequences for Violating Standards of Conduct. Following a determination that a covered employee has violated one or more of the standards of conduct relative to alcohol and controlled substances, the covered employee shall be:

1. Immediately removed from any duty which involves the performance of a safety-sensitive function.
2. Subject to disciplinary action up to and including discharge, subject to the standards of reasonable and just cause.
3. Advised of available resources (including an employee assistance program) for evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances. This step shall include the provision of names, addresses, and telephone numbers of substance abuse professionals, and counseling and treatment programs.
4. Returned to duty involving the performance of a safety-sensitive function only if the covered employee's conduct does not result in discharge and if the covered employee submits negative tests in compliance with the Omnibus Employee Testing Act of 1991 and its promulgated regulations.
5. Required to undergo return-to-duty testing as well as unannounced follow-up tests after the covered employee's return to duty as directed by the substance abuse professional and in compliance with the Omnibus Employee Testing Act of 1991 and its promulgated regulations if in a safety-sensitive function. Subsequent positive tests will result in further disciplinary action, including the covered employee's discharge, subject to the standards of reasonable and just cause.

B. Voluntary Requests for Alcohol or Substance Abuse Counseling/Treatment. Any driver who voluntarily requests alcohol or substance abuse counseling or treatment through the Coleman Community Schools before being tested or being requested to be tested, shall be referred to a substance abuse professional to determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and/or controlled substance use. The driver will not be disciplined but must:

1. Immediately be removed from all duties involving the performance of a safety-sensitive function.
2. Immediately cease alcohol misuse and/or controlled substance abuse.
3. Consent to unannounced testing in compliance with the Omnibus Employee Testing Act of 1991 and its promulgated regulations if in a safety-sensitive function.

4. Comply with all other conditions of the alcohol or substance abuse counseling or treatment program as determined by a medical review officer. Sick leave time may be used as long as enrolled in a medical rehabilitation program.

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

D. Compensation. It is expressly understood that all time spent by covered employees in submitting to or undergoing post-accident, return-to-duty, follow-up, reasonable suspicion, and random testing for alcohol or controlled substances is work time and compensable at the covered employee's regular rate of pay. Any off-site testing will be paid at the regular trip rate for two (2) hours.

E. Training. On an annual basis, all covered employees will receive training and educational materials that explain the requirements of the alcohol and controlled substances testing rules, as well as the Board of Education's policy and procedures with respect to meeting those requirements. All such training shall be considered working time and paid at the covered employee's regular rate. Each covered employee shall be required to sign a statement verifying receipt of the training and the educational materials. The Coleman Community Schools shall maintain the original of the signed statement. This training and the educational materials accompanying the training minimally will include the following information:

1. The identity of the designated person to answer questions about the materials.
2. The categories of covered employees who are subject to the alcohol and controlled substances testing rules.
3. Sufficient information about the safety-sensitive functions performed by those covered employees to make clear what period of the work day the covered employee is required to be in compliance with the rules.
4. Specific information about prohibited conduct.
5. The circumstances under which a covered employee will be tested for alcohol and/or controlled substances.
6. The procedures that will be used to test for the presence of alcohol and controlled substances, protect the covered employee and the integrity of the testing process, safeguard the validity of the test results, and ensure that those results are attributed to the correct covered employee.

7. The requirement that a covered employee will submit to alcohol and controlled substances tests administered according to this policy.
8. An explanation of what constitutes a refusal to submit to an alcohol or controlled substances test and the attendant consequences.
9. The consequences for covered employees found to have violated the standards of conduct, including the requirement that the covered employee be removed immediately from safety-sensitive functions and the procedures for such removal.
10. The consequences for covered employees found to have an alcohol concentration of 0.02 or greater but less than 0.04.
11. Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem; and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to supervisory personnel.
12. Information concerning additional Board policies regarding the use or possession of alcohol or controlled substances, including any consequences for a covered employee found to have a specified alcohol or controlled substances level.

In addition to training for covered employees, the Coleman Community Schools will ensure the education and training programs for supervisors will minimally include:

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

Up to two members of the employee's association, selected by the association president, will be invited to attend each such training. Association attendees will not, however, perform any supervisory or reporting responsibilities as a result of this training participation or otherwise.

F. Legal Authority. Omnibus Employee Testing Act of 1991, 45 USC 431 and its promulgated regulations.

G. Definitions. For the purpose of this policy and any administrative regulations associated with this policy, the following definitions shall apply:

1. Controlled Substance: Any illegal drug and any drug that is being used illegally (e.g., a prescription drug that was not legally obtained or not used for its intended purpose or in its prescribed quantity).

2. Covered Employees: Are those who transport students as part of their regular assignment.
3. Employee: All covered employees, including substitutes, who work for the Coleman Community Schools.
4. Illegal Drug: Any drug or substance, the possession or use of which is unlawful pursuant to federal, state and local statute, regulation and/or ordinance.
5. Omnibus Employee Testing Act of 1991: The Omnibus Employee Testing Act of 1991, as signed into law on October 28, 1991, and its promulgated regulations, and as may be amended from time to time or may be superseded or replaced by legislation having a substantially comparable purpose.
6. Safety-Sensitive Function: All tasks associated with the operation or maintenance of school vehicles.
7. While on Duty: The time from which the covered employee begins work or is required to be in readiness for work until the time the covered employee is relieved from work and all responsibility for performing work.

ARTICLE XXV
CAMERAS ON BUSES OR IN ANY BUILDING
OR ON THE GROUNDS WITHIN THE DISTRICT

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

The employee shall not be responsible for the tape, or its quality, or its existence. The placement of the cameras on the buses, buildings or grounds shall not be the responsibility of bargaining unit members. School employees will be notified when cameras are placed on their bus, within any building or on the grounds within the school district.

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

Staff in the building and on buses will be notified of the placement locations of the devices and the times for which the devices will be activated. The cameras will not be hidden.

Therefore, it is agreed by both parties that all monitoring and evaluating of the CESPAs shall be conducted openly and with full knowledge of the staff member. The use of eavesdropping, closed circuit television, video, cameras, public address, audio systems and similar surveillance devices shall be strictly prohibited unless agreed to by both parties.

With the exception of illegal activities, the tapes will not be used as the only evidence in discipline of an employee. However if a CESPAs staff member is suspected of not adequately performing work or whose action may be in question that could lead to discipline, a plan mutually determined by the district, the association and the member may include the use of the tapes for determining an appropriate course of action. If any activity of the CESPAs staff member is observed on the tapes that would be brought to the attention of the member for correction, the Association will be immediately notified and will be given the opportunity to review the tape(s) within three (3) days of receipt of the notice.

ARTICLE XXVI
ENTIRE AGREEMENT CLAUSE

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

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

The changes made in this contract represent any and all language and financial changes to be made until June 30, 2021.

No later than November 30, 2020, the parties will meet and continue to meet subsequently on a monthly basis to discuss financial updates of the district, and begin negotiations no later than April 30, 2021. A yearly schedule will be developed with mutual approval by both parties for meeting a minimum of once a month through June of 2021 unless the parties both mutually agree to deviate from the meeting schedule.

COLEMAN COMMUNITY SCHOOLS
BOARD OF EDUCATION

COLEMAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA

President

President

Secretary

Secretary

Chief Negotiator

Chief Negotiator

Date: _____, 2020

Date: _____, 2020

