

Master Agreement

between

C.O.O.R. INTERMEDIATE SCHOOL DISTRICT

and

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

Effective Date: July 12, 2011
Termination Date/End of: June 30, 2012

COOR ISD ESP CONTRACT 2011 - 2012

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ARTICLE I - RECOGNITION

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

All full time and regular part-time employees in the following classifications: Bus Drivers, Bus Aides, Paraprofessionals, and R.O.O.C. Staff (includes Paraprofessionals and Job Coaches).

but excluding:

Program Managers, Counselors, Kirtland Community College Aides, Secretarial, ROOC Employment Placement Specialists, CEC Transition Technician, Students, Clerical Employees, Substitutes and Supervisors as certified by the Michigan Employment Relations Commission.

- B. The term "employees", when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit defined above.
- C. The term "District", when used hereinafter in this Agreement, shall refer to the C.O.O.R. ISD Board of Education, its administrators and agents.
- D. The District recognizes the integrity of the bargaining unit and shall not subsidize or negotiate with any other employee organization which purports to represent the employees covered by this Agreement.
- E. Supervisory employees, or non-bargaining unit people, shall not be permitted to displace or replace bargaining unit members except when bargaining unit members are not readily available.

ARTICLE II - EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee as defined in Article I, Sec. A. shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States and that it will not discriminate against any employee by reasons of his/her membership in the Association, or his/her institution of any grievance, complaint or proceeding under this Agreement.

- B. The private and personal life of any employee is not within the appropriate concern or attention of the Board, unless it adversely affects their assignment and duties.

ARTICLE III - DISTRICT RIGHTS

The District, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duty and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting in generality or foregoing the right to the executive management and administrative control of the School system and its properties and facilities and the activities of its employees, to hire all employees and subject to the provisions of the law and this Agreement, to determine their qualifications and the conditions of their continued employment or their dismissal, and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the School Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and express terms of this Agreement, and then to the extent that specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

The parties agree that this Contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

ARTICLE IV - ASSOCIATION RIGHTS

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

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

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

ARTICLE V - AGENCY SHOP

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

ARTICLE VI - WORKING CONDITIONS

- A. The District shall provide restroom facilities for District employees at each District building.
- B. The Board will repair or replace any personal property of employees that is reasonable that may be damaged due to use on the job that is not the fault of the employee, provided that personal property is required for the job. Such property shall include, but is not limited to, clothing, watches, eyeglasses and wedding rings, however shall exclude other decorative jewelry. Damages must be reported immediately. Reimbursement will not exceed the actual cost of the item or a maximum of \$100.00, whichever is less. Glasses are exempt from the \$100.00 limitation for repair or replacement.
- C. Bus drivers shall report all mechanical problems as specifically as possible, in writing, to the COOR Transportation Supervisor on a Vehicle Maintenance and Repair Order. The supervisor shall provide verbal and written assurance to the driver that the mechanical problems have been repaired and maintenance has been performed.
- D. A Safety Committee representing employees and the District is hereby established. This committee shall consist of one employee elected from each department and shall meet at least quarterly with the District during regular daytime working hours for the purpose of making recommendations. In the event District representatives and Association representatives fail to agree with regard to a safety recommendation, the Committee shall engage the services of a safety consultant to resolve the dispute.
- E. Substitutes shall be provided, when available and necessary for any bargaining unit member who is absent for any reason. A substitute shall be considered necessary and will be provided when two R.O.O.C. Staff are absent. One additional substitute will be provided for each multiple of two absent R.O.O.C. Staff.

ARTICLE VII - WORK HOURS

- A. The typical work week shall be Monday through Friday. No schedule shall be changed except as mutually agreed upon by the District and the Association.
- B. 1. R.O.O.C. staff may have a different work week, either regularly or as an additional assignment which may include a combination of regular hours, evenings and/or weekends. The following criteria will be used to determine such assignments:
- a. Definitions:
- i. Location: The physical area to which an individual is assigned to work. Locations could be in the building or in the community.
 - ii. Schedule: The designated hours an individual has been assigned to work. Schedules might be fixed (designated hours and days) or flexible (will change as the needs of the organization change) and are identified by a memorandum in each employee's file.
 - iii. Additional Assignment: Work which is offered to an employee that is in addition to his or her regular schedule.
 - iv. Evening, Morning or Weekend Work: Morning/Evening work is any assignment that takes place between 5:00 p.m. and 7:00 a.m., Monday through Friday, Weekend work occurs at anytime between 12:00 a.m. Saturday and 12:00 am Monday.
- b. Work assignment
- i. ROOC administrative staff will evaluate the needs of the organization and determine whether work assignments are to be completed by changing work locations of existing staff, creating an additional assignment, hiring additional staff, or changing the schedule of an existing employee.
 - ii. ROOC, Inc. supervisory staff will assign locations where bargaining unit members will work. As long as the work is to be completed within the scheduled hours, bargaining unit members will work in the location(s) to which they have been assigned that day.
 - iii. When an ongoing assignment results in a schedule change that involves evening, morning or weekend work, the work will be assigned in the following manner:
 - (a) Work will be offered to all available ROOC bargaining unit members by seniority.
 - (b) If no bargaining unit member accepts the assignment voluntarily, the lowest seniority available bargaining unit member with a flexible schedule will be assigned.
 - (c) If it is not possible to assign a bargaining unit member with a flexible schedule, the lowest seniority available employee with a fixed schedule will be assigned.

ARTICLE VII – WORK HOURS - continued

- (d) Before completion of the first thirty (30) working days, a bargaining unit member may resign from the voluntary schedule change with one week notice and revert to his or her former schedule. On or after the thirty-first (31st) working day, the voluntary change will remain in effect until an alternate assignment has been offered and accepted. Involuntary changes will remain in effect from the designated start date.
 - (e) ROOC may not replace the employee affected by this change with a newly hired employee unless the affected employee has first been offered the opportunity to return to the previous schedule.
- iv. When additional work is available, work will be assigned in the following manner:
 - (a) Work will be offered to all available ROOC bargaining unit members by seniority.
 - (b) If no bargaining unit member accepts the assignment voluntarily, the lowest seniority available employee with a flexible schedule will be assigned. If it is not possible to assign a bargaining unit member with a flexible schedule, the District may pursue other options to cover the entire assignment. If alternate coverage cannot be coordinated, the lowest available employee with a fixed schedule will be assigned.
 - (c) If mutually agreed, the employee may have a temporary schedule change to accommodate the additional assignment.
 - (d) If an employee voluntarily accepts an additional work assignment and is unable to continue to fulfill the assignment, he or she may resign the assignment with one week notice and return to his or her regular schedule. If a voluntary assignment is accepted and resigned more than two times in a year, or is resigned without notice once, the employee will be ineligible for voluntary additional assignments for one (1) year.
 - (e) Employees who are assigned involuntarily may not resign the assignment.
- v. ROOC will give employees one week notice of schedule changes and/or the start of additional assignments. Likewise, employees will give ROOC one week notice when resigning a voluntary assignment or schedule change.
- vi. ROOC supervisory staff will place a memorandum in each personnel file that identifies the current schedule of the bargaining unit member. Changes in schedule and/or acceptance of additional assignments will also be documented by memorandum in the file. A copy will be provided to the bargaining unit member.
- vii. Employees who are involuntarily assigned a schedule change may bump lower seniority staff using the guidelines established in Article XIII.

2. Nothing herein shall obligate the employer to assign work to a paraprofessional if such assignment will cause the paraprofessional to earn overtime. However, if overtime occurs, it shall be assigned as equally as possible beginning with seniority and continuing on a rotation basis.
- C. With approval of the employees' supervisor, one (1) employee per department, on a rotation basis, shall be allowed a thirty (30) minute duty free lunch period (unpaid).
 - D. Employees, working five and one-half (5 ½) or more hours per day, may take a fifteen (15) minute break without consumers / students in the A.M. and also a fifteen (15) minute break without consumers / students in the P.M., or the first half and second half of their regular shift, whichever may apply, without loss of pay or benefits. Breaks will be taken on site or on route (transportation) at times and locations designated by the administrator or designee.
 - E. Any employee called by the District to perform duties/services and who reports as requested will be offered a minimum of two hours work.
 - F. Time and one-half will be paid for actual hours worked in excess of forty (40) per week.
 - G. All hours paid by the District to an employee shall be considered as hours worked for the purpose of computing any of the fringe benefits under this Agreement.
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ARTICLE VIII - SNOW DAYS

A. Transportation Department

1. It will be the responsibility of the employee to listen to the radio / T.V. for school closings before 5:30 A.M. The Director of Transportation or designee will call or notify the driver of school closings. If a School District is closed for inclement weather or for other reasons beyond their control, no students / consumers are to be transported from that area and no time shall be paid for that day to the affected driver.
2. Any transportation employee who begins his / her duties at the regularly scheduled time or who has been called in to provide services to the District shall be paid a minimum of two (2) hours at their regular hourly rate. If the employer fails to cancel school at least fifteen (15) minutes prior to the employee's regularly scheduled starting time, they will be paid for the time they are on route until they return or for a minimum of two hours at their regular rate, whichever is greater.
3. If R.O.O.C. and C.E.C. are closed, no transportation employee shall report and no time shall be paid for that day, except for 2 above and C.1. below, or if approved to work by an administrator and mutually agreed to by the employee.
4. Delayed Openings

The transportation supervisor or designee will publish an "Inclement Weather Delay" protocol each year which will clearly indicate what procedure/s will be followed in case any local district has a delayed start.

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

1. It will be the responsibility of the Paraprofessional and R.O.O.C. employees to listen to the radio/T.V. for school closings. If R.O.O.C. and C.E.C. are closed, staff, who are scheduled to work in the building, are not to report and no time will be paid for that day except as in C.1 below or if approved to work by an administrator and mutually agreed to by the employee.
2. The CEC supervisor or designee will publish an "Inclement Weather Delay" protocol each year which will clearly indicate what procedures will be followed in case any local district has a delayed start.
3. Any Paraprofessional or R.O.O.C. employee who begins his/her duties at the regularly scheduled time or who has been called in by the District to provide services will be offered a minimum of two (2) hours work which will be paid at his/her regular rate. If the employer fails to cancel school at least fifteen (15) minutes prior to the employee's regularly scheduled starting time, the employee will be offered a minimum of two (2) hours work which will be paid at his/her regular rate.

ARTICLE VIII - SNOW DAYS – continued

C. Bus Drivers, Bus Aides and Paraprofessionals

1. Employees will be paid for the State allotted first two (2) snow days that are not required to be made up to complete the school calendar. If buses have already been dispatched when a snow day is called, transportation department employees will have the option of using a snow day in lieu of a partial day's pay.
2. There will be no proration of vacation or sick time during any down time. Down time is described as being time that school closes for unexpected reasons, such as snow days, power failure, etc. Down time includes school Spring break and Christmas. Down time does not include the summer time for the 180 day employees.

ARTICLE IX - DISCIPLINE AND DISCHARGE OF EMPLOYEES

- A. No employee will be disciplined without just cause and due process. Probationary employees are excluded from the Just Cause portion of this Article.
- B. The employer will inform the employee that he/she is entitled to have an Association representative or steward of his/her choice present in any meeting with the District which may result in discipline. No meeting shall be held until the employee has had sufficient time to have a representative available. The employee will be given up to 3 working days to make arrangements to have a representative available.
- C. When an employee is given a suspension, disciplinary discharge, layoff, written reprimand and/or warning which is to be affixed to his/her personnel file, the employee shall be promptly notified of the action taken, in writing. The employee shall have the right to attach a response to any document placed in his/her personnel file.
- D. Records of disciplinary action must be specific in content, signed by the contributor and a copy furnished to the employee. Copies of anonymous complaints shall not be placed in an employee's personnel file.
- E. Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into consideration any prior infractions which occurred more than four (4) years previously unless the employee is being progressively disciplined for similar infractions which did occur last year.
- F. All employees are required to notify the superintendent, in writing, upon conviction of a felony or misdemeanor. Failure to do so may result in discipline up to and including discharge.
- G. When considering the discharge of an employee, the District will notify the person in writing of the specific reasons for the possible discharge and provide them an opportunity to discuss these reasons in person and of his/her right to have Union representation present.

The Employer agrees promptly upon the discharge of an employee to notify in writing the employee and the Union President of the discharge. Said written notice shall contain the specific reasons for the discharge.

The discharged employee will be allowed to discuss his/her discharge with the steward or representative of his/her choice and the Employer will make available a room for the meeting.

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

ARTICLE X - PROTECTION OF EMPLOYEES

- A. 1. In the event an employee is subject to an unprovoked assault which arises out of and in the course of his / her employment, it shall be promptly reported to his / her immediate supervisor. The District will provide legal counsel to advise the employee of his / her rights and obligations with respect to the assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. The employee shall be compensated for all loss of time necessary for legal activities related to the incident, including meetings with legal counsel, law enforcement and court appearances. There will be no loss of seniority or benefits for up to two years from the time of the assault.

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

Time lost in pursuing legal action under this Article shall be paid up to a limit of \$5,000.

- 2. In cases of altercations between employees, the District shall not be required to abide by Section A. 1. above.
- B. 1. The District recognizes its responsibilities to give all reasonable support and assistance with respect to the maintenance of student discipline in the School District. Whenever it appears that a particular student/consumer interferes with an employee in the performance of his/her duties or persistently misbehaves while under the charge of the employee, said student's behavior shall be immediately reported to the supervisor in charge. A form shall be made available for such report. Included on this form shall be a section for the supervisor to indicate to the employee the type of investigation and the remedy developed for the incident in question.
- 2. The supervisor will provide the affected employee(s) with relevant non-confidential information when available upon request as permitted by law.

ARTICLE XI - GRIEVANCE PROCEDURE

- A. Any claim by an employee or the Association that there has been a violation, misinterpretation, or inequitable application of the specific terms and provisions of this Agreement, or a complaint concerning disciplinary action which has been implemented without reasonable and just cause shall be a grievance and shall be resolved through the procedure set forth.
- B. The terms "days" in this Article shall mean working days except where otherwise indicated. It is important that grievances be processed through the steps as rapidly as possible; the number of days at each step should be considered to be the maximum and every effort should be made to expedite the process. Failure by the employee and/or the Association, at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. The parties may, however, mutually agree to extend the time limit at any step. Provided, however, that such agreement to extend is agreed to verbally prior to the expiration of the deadline and reduced to writing and signed by the District and Association as soon as possible.
- C. In processing up to and including arbitration, release time will be granted upon mutual consent by the aggrieved person, Association and Superintendent. However, each party shall bear the cost of their own witnesses, representatives and all other expenses, except the fees and expenses of the arbitrator. The fees and the approved expenses of the arbitrator shall be paid by the party against whom the arbitrator renders an adverse decision. In the case of compromise, the arbitrator shall decide on the distribution of his/her fees.

Further, in the event that the grievance is ruled to be inarbitrable due to procedural issue(s), all legal fees and expenses shall be reimbursed to the District by the Union.
- D. Nothing contained herein shall be construed as limiting the right of an employee to discuss a matter informally with his/her supervisor as described in Level One (1) of the Grievance Procedure. No reprisals of any kind shall be taken by or against any party or interest, or any proper participant in the procedure by reason of such participation. A grievance may be withdrawn by mutual agreement at any level without prejudice.
- E. An employee who is a member of the bargaining unit covered under this Agreement or any group of such employees, or the Association believing they are aggrieved may file a grievance. A group of employees may be represented at any level of the grievance procedure by a designated steward of the Association.
- F. The primary purpose of this grievance procedure is to secure equitable solutions at the lowest supervisory level possible. Both the Association and the District agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure.

ARTICLE XI - GRIEVANCE PROCEDURE - Continued

G. Procedure for Handling.

1. The employee who feels he/she has a grievance shall first identify it as a grievance issue, cite the appropriate contract section or sections, and shall discuss it with their supervisor with the object of resolving the matter informally.
2. If this fails to resolve the grievance, the employee or his/her steward will reduce the grievance to writing on their own time, this to be presented to his/her supervisor within ten (10) working days following the act or condition which is the basis for the grievance, specifying the section of the contract he/she alleged was violated, the events that caused the alleged violation and the remedy he/she seeks. The written grievance may be given to his/her supervisor by either the employee or the steward.
3. Within five (5) working days of the receipt of the written grievance, the supervisor will arrange a conference, with the view of satisfactorily resolving the grievance. At the time of the conference, the employee shall appear personally, and may be represented by the Union Steward, or both. Such conference shall be scheduled during normal business hours at a time where there is no disruption of normal school routine and duties of the employees.
4. Within five (5) working days after such conference or longer, if mutually agreed to, the supervisor shall answer such grievance in writing to the steward or employee. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the supervisor's decision will be final.
5. If the Union does not accept the supervisor's written answer, the grievance may be appealed to the Superintendent of Schools or his/her designee by sending such notice to him/her, in writing, within five (5) working days after the date of the supervisor's written decision.
6. Within ten (10) working days after receipt of the written appeal, the superintendent or his/her designated representative, will arrange for a conference to satisfactorily resolve the grievance. Every attempt will be made to schedule grievance hearings so that the employees involved shall not lose any regular scheduled pay nor will the School District be obligated to pay any additional monies to hear any scheduled grievances. Conferences will be scheduled at a time when there is no disruption of normal school routines and duties of the employees. The meeting shall be between the grievant and three of the following: Association President, Vice President, the steward, the grievant, and up to four (4) representatives of the administration.

ARTICLE XI – GRIEVANCE PROCEDURE – Continued

7. Within ten (10) working days after the conference, or longer if mutually agreed to, the superintendent or his/her designated representative shall answer such grievance in writing.
8. Such answer shall be final and binding unless appealed to the next step within twenty (20) working days from the date of the superintendent's written decision.
9. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of the Association. The matters to be arbitrated shall be submitted to an arbitrator under the rules of the American Arbitration Association. The individual grievant will put in writing that they wish to take their case to arbitration. In the case of an Association grievance, this is waived.
10. This Agreement constitutes a contract between the parties and shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority nor shall he/she consider his/her function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of this Agreement can be relevant evidence, but may not be used so as to justify or result in what is, in effect, a modification, whether by addition, or subtraction of written terms of this Agreement. The arbitrator has no obligation or function to render a decision merely because, in his/her opinion, such a decision is fair and equitable, or because in his/her opinion it is unfair or inequitable.
11. It is expressly agreed to by the parties, in writing, the arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing. Separate arbitrators shall be constituted for each grievance appealed to binding arbitration.
12. Neither party may assert in arbitration proceedings any events not disclosed to the other party prior to the arbitration hearing.
13. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned less any unemployment compensation received by the employee during the period covered by back pay.

ARTICLE XII - SENIORITY

- A. There shall be no seniority for probationary employees. New employees hired under this contract shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee completes the probationary period, his/her seniority date shall be established as his/her date of hire. Fringe benefits shall begin the first day of the month following the month in which sixty (60) working days were completed. If two employees are awarded the same seniority date, their ranking shall be determined by lot. Probationary employees shall receive those rights and benefits provided for them in this Agreement. All current seniority dates will remain in effect as of 1/17/91. The District reserves the right to terminate them at any time, for good cause, during the probationary period.
- B. Seniority shall be attained within each non interchangeable department as follows:
1. Transportation
 2. C.E.C.
 3. R.O.O.C.
- C.
1. System-wide seniority shall be determined for each employee as his/her last date of hire on a system-wide basis with regard to fringe benefits , i.e., retirement, sick days, longevity, vacation allowance as specified therein.
 2. Non-interchangeable departmental seniority shall be determined for each employee effective his/her first day assigned to the non-interchangeable department, provided the employee has successfully completed his/her probationary period.
 3. Effective with the ratification of this Agreement by both parties, an employee who moves from one non-interchangeable job classification to another non-interchangeable job classification, shall continue to accrue system-wide seniority. However, seniority within the first non-interchangeable job classification shall be frozen until the employee returns to the first non-interchangeable classification (if ever) when it shall continue to accrue. He/she would start at the bottom of the seniority list in the new non- interchangeable job classification.
 4. Absences from work due to illness, accident, leaves of absence, or layoff shall not be construed as a break in continuous service except as hereinafter provided.

- D. The District will maintain an up to date seniority list, a copy of which will be posted on the appropriate bulletin board as soon as possible after July 30th of each year and changes as they occur. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their most recent hiring date, starting with the employee with the greatest amount of seniority at the top of the list.

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

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

1. He/she quits or retires.
2. He/she is discharged and the discharge is not reversed through the grievance procedure.
3. He/she fails to return to work within five (5) working days after the receipt or proof of non-delivery of Notice of Recall by registered or certified mail to the last known address of such employee as shown by the District's records.
4. He/she is absent for more than three (3) consecutive working days without advising the Board, unless the employee can demonstrate there were extenuating circumstances preventing such notification.

ARTICLE XIII - LAYOFF AND RECALL

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

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

1. Into an equal or lower position within their classification or program (i.e., SCI) for which their seniority entitles them. In the event there are no positions within their classification or program in which the employee can bump they will then have the right to bump into a position in which their seniority entitles them within their current department or a department in which they had satisfactorily held previously.
2. If more than one employee within a job classification is potentially affected. By the layoff a meeting will be held with all employees within that classification to enable all affected employees to exercise their bumping rights in an orderly manner by bumping according to seniority at one meeting.
3. If the employee does not have enough seniority or is not qualified for an equal or lower position within their department or has not held a position within another department, they shall have the right to bump the least senior employee in an equal or lower job classification in another department for which they are qualified.
4. If more than one employee within a job classification is potentially affected by the layoff a meeting will be held with all employees within that classification to enable all affected employees to exercise their bumping rights in an orderly manner by bumping according to seniority at one meeting.

The least senior employee who remains unplaced after the bumping procedure is completed shall be laid off.

ARTICLE XIII – LAYOFF & RECALL - Continued

- B. Employees laid off through the procedure as stated in this Agreement shall be maintained on a recall list for twenty-four (24) months. Laid off employees shall be recalled in the inverse order of layoff and most senior employees shall be recalled to the first opening in the job classification from which the employee was laid off, or if he/she had bumped down from his/her original position in the reduction of the work force before being laid off to such former position. Recall will be by written certified notice, return receipt requested, to the last known address on file with the District and shall require that the employee report to work within five (5) working days after delivery or proof of non-delivery. If an employee fails to report for recall, he/she shall be considered a quit, unless there are extenuating circumstances.

ARTICLE XIV - VACANCIES, PROMOTIONS, TRANSFERS

- A. All job openings and newly created jobs within the bargaining unit shall be posted, listing the specific minimum requirements and qualifications of the position for a period of seven (7) working days on each Association bulletin board. Each posting shall list the specific minimum requirements and qualifications of the position. A copy will be sent to the Association President and the Steward of the listed occupational group via inter-office mail or U.S. mail, prior to filling such positions.
- B. Employees interested in the vacancy shall apply in writing within the posting period. In the event two (2) or more applicants apply for the same vacancy and ability and capacity are equal, the District shall appoint the individual having the greatest seniority to the position.
- C. Successful applicants, who are current employees, shall receive a thirty (30) working day trial period in the new job classification. The employee shall receive the rate of pay of the job he/she is performing. The employee shall have the right during the trial period to revert back to his/her former job classification and former location with no loss of seniority in the former job classification. In addition, the District shall have the right to revert the employee back to his/her former job classification if the employee's performance is unsatisfactory. In such cases, written notice of the unsatisfactory performance will be given to the employee. If an employee accepts a vacancy through this procedure, then reverts back to his/her former job classification at his/her request, he/she will forfeit his/her right to bid on the same promotional opening for a period of six (6) months.
- D. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the minimum requirements for such job, provided it is known that the vacancy shall be at least for ninety (90) days. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.
- E. Transfer of employees. If an employee transfers to a position with the district but is not included in the bargaining unit, and thereafter within six (6) months transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all seniority accrued while a bargaining unit member for the purpose of any benefits provided in this Agreement upon return to the bargaining unit.
- F. Employees filling vacancies shall receive a thirty day trial period in the new position. The district shall have the right to revert the employee back to his/her former position if, the employee's performance is deemed unsatisfactory. The employee may revert back, within the thirty (30) day trial period, to his/her former position with written notice.
- G. If an employee accepts a vacancy through this procedure and is placed back to his/her former job classification by the administration, he/she will forfeit his/her right to a bid on the same position for a period of twelve (12) months.

ARTICLE XV – BUS RUN ASSIGNMENT

A. Regular School Year Transportation Assignments

1. Regular school year assignments occur during the regular school year calendar as approved by the district. Route and extra trip assignments during the regular school year shall be defined as follows: A route requires the use of a bus or another vehicle to transport students. An extra trip may require the use of a bus or another vehicle to transport students.
 - a. Regular route – a regular route is defined as being only the transportation of students to school from their legal residence or parent-approved location and back on a daily basis.
 - b. Shuttle route – a shuttle route is defined as the transportation of students to and from various locations throughout the district during regular school hours and may also include transporting students to school from their legal residence or parent approved location and back on a daily basis. If available, the shuttle route may be used for extra trips.
 - c. Extra trip – an extra trip is defined as the transportation of student(s) approved by the district not included in the regular route or shuttle route. It may also include the return or picking up of students at irregular times.

2. Extended School Year Assignments

Extended school year assignments occur from July 1 to June 30 in accordance with the extended school year calendar established by the district. The extended school year begins in July – August and ends with a session the latter part of June. Route and extra trip assignments during the extended school year shall be defined as in this article, Sections A1.a., A 1.b, and A1.c.

B. Regular School Year Assignments

The Transportation Supervisor will post all regular school year route descriptions with the approximate times for these routes within three weeks following the first day of school or by October 1, whichever comes first. There is no guarantee that these times will be the same after the posting date. Each employee will indicate, in writing, his/her order of preference for the routes within 5 working days of the posting.

1. Driver assignments will be made by the Transportation Supervisor based on the seniority of available drivers who have provided written notice of preference by the end of fifth working day.
2. Once routes have been established, transportation department employees shall remain on assigned routes.

The route may change due to any of the following circumstances:

- a. A rider moves or is transferred
 - b. A rider's school location is changed.
 - c. A new rider is added.
 - d. By mutual agreement between the driver and Transportation Supervisor.
 - e. For economic reasons.
3. If a route to which a bus driver has been assigned is reduced due to the circumstances listed above, the bus driver may bid and be reassigned if all the following conditions are met:
- a. The route is reduced at least one (1) hour a day (five (5) hours a week) from the original posted time:
 - b. The reduction will last at least 20 working days;
 - c. The employee can be assigned to a route that will allow him/her to work almost as many hours (within fifteen (15) minutes per run or one-half (1/2) hour per day) as s/he worked prior to the reduction;
 - d. This process cannot be initiated until after November 1 of each year.
4. The Board will make every attempt to have additional support staff (bus aide) on each bus when necessary. Following driver assignment, the Transportation Supervisor and/or Administration will seek out the assigned driver's input regarding the need for additional support.
5. Assignments to provide support may be offered to bus aides who have provided written notice of preference on the posting by the fifth working day. Assignments will be offered to bus aides in order of seniority.

C. Extra Trip Assignments

1. All transportation department employees interested in extra trips will give advance written notice to the Transportation Supervisor within ten (10) days of the start of each school year. Whenever possible, the Supervisor will make every attempt to post extra trips three days in advance.
2. Extra trips requiring the use of a COOR bus will be assigned to transportation department employees who within 10 working days have given said notice. Extra trips will be assigned in rotation based on seniority whenever possible. A transportation department employee who refuses a trip shall be passed until his/her next turn in the rotation. Cancellation of a trip does not count as a refusal and the affected driver will be given the next available trip not yet been assigned.

ARTICLE XV – BUS RUN ASSIGNMENT – Continued

3. Nothing herein shall obligate the employer to assign work to an employee if such an assignment will cause the employee to earn overtime. However, if overtime occurs, it shall be assigned as equally as possible in rotation by seniority.
4. Urgent needs for an extra trip will be assigned at the discretion of the transportation supervisor and/or the designee. Examples of urgent needs include but are not limited to mechanical issues with the fleet, medical or behavioral concerns of the students, last minute personnel absence, or other emergency needs of the district that occur with less than four (4) hours notice.

D. Extended School Year Transportation Assignments .

1. The Transportation Supervisor will post all extended school year route descriptions with approximate times for these routes by June 1. There is no guarantee that these times will be the same after the posting date. Each driver will indicate, in writing, his/her order of preference for the routes within 5 working days of the posting.

If a route to which a bus driver has been assigned is reduced due to the
 Circumstances listed in Section C.2. above, the bus driver may bid and
 be
 Reassigned if all the following conditions are met:

- a. The route is reduced at least one (1) hour a day (five (5) hours a week) from the original posted time;
 - b. The reduction will last until July 1;
 - c. The employee can be assigned to a route that will allow him/her to work almost as many hours (within fifteen(15) minutes per run or one-half (1/2) hour per day) as she/he worked prior to the reduction.
2. Bus driver and aides interested in possible extended school year assignments for the subsequent school year must provide written notice to the Transportation Supervisor by June 1 of each year.
 3. Driving assignments will be made by the Transportation Supervisor based on the seniority of available drivers who have provided written notice.
 4. Assignments to provide support will be offered to transportation department employees in order of seniority.

ARTICLE XVI
EXTENDED SCHOOL YEAR PARAPROFESSIONAL ASSIGNMENTS

- A. Extended school year assignments shall be defined as follows:
1. Those openings that occur beyond the normal SCI program staffing needed to implement extended school year programming.
 2. Extended school year assignments generally occur between July and August, with occasional assignments at the end of June. Parprofessionals interested in possible extended school year assignments for the subsequent school year beginning in July must notify the building principal that they will be available for work no later than June 1st.
 3. Extended school year openings will be assigned to paraprofessionals based on seniority.

ARTICLE XVII - EMPLOYEE EVALUATION

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

- A. This paragraph describes how time is credited. At the beginning of the contract year Seniority employees shall accrue one (1) day, (seven [7] hours), of paid sick leave for each month actually worked in the District. Those employees whose hours are more than seven (7) hours shall accrue sick leave based on their regular work schedule as determined by the supervisor. Time accrued shall not exceed on (1) day, (eight (8) hours per month..
- B. Employees, during all contract years, will be allowed to use these paid days in accordance with the following conditions:
1. Personal illness or quarantine. The employee may be required to present a statement from his/her physician certifying the illness.
 2. Serious illness in the immediate family, not to exceed two (2), per year, interpreted to mean father, father-in-law, mother, mother-in-law, brother, sister, husband, wife or child. Additional days may be used with approval of the Superintendent or Superintendent's Designee.
 3. At the end of each year, any unused portion of the twelve (12) days shall be accumulative, not to exceed ninety (90) days. Sick or personal leave shall not be taken when an employee is not scheduled to work.
 4. All employees will be credited with three personal days per year. These days will not be used for shopping, recreational nor vacation purposes and are not accumulative. These days will not be deducted from sick or vacation time except for ROOC employees.
 - 4.1 Upon completion of an employee's probationary period, he/she is to receive pro-rated personal days for the balance of the year.
 - 4.2 Upon termination of employment, compensation for personal days used in excess of the proration of the personal days earned shall be deducted from the employee's final pay.
 - 4.3 In both situations, B.5 and B.6, pro-ration is to be rounded to be full day increment, e.g. 1.49 = 1; 1.50 = 2.
 5. Benefits shall continue to accrue during sick leave but not during short or long term disability.
 6. When sick time is taken, the combination of time worked and sick time will equal four (4) or more hours for that day and will count towards fringe benefits.

ARTICLE XVIII – PAID PERSONAL ABSENCE – Continued

7. When accrued sick time is taken by employees, they may take up to an amount as determined by their regular work schedule. The regular transportation work schedule is determined by the predominant time to accomplish the run under normal circumstances, e.g., not reduced due to a specific occasional variation such as an absent child, or increased due to an anomaly necessitating additional time.
- C. Each employee will be covered by the applicable Worker's Compensation Laws. The employee may use his/her accumulated sick leave on a pro-rated basis to make up the difference of his/her regular weekly income.
- D. No more than three (3) days absence will be allowed for death in the immediate family: an aunt, uncle, grandparent, niece, nephew, brother-in-law or sister-in-law. These days will not be deducted from sick or vacation time. Additional days may be granted at the discretion of the Superintendent. These additional days may be deducted from the employee's sick or vacation time as chosen by the employee.
- E. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay, not to exceed three (3) months.
- F. A total of three (3) days per year will be provided to the Association for officers of the Association to conduct Association business. Two (2) additional days per year may be requested if needed. The board may approve or disapprove a request for the additional two days.
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ARTICLE XIX - UNPAID ABSENCE AND LEAVE

A. Leaves of absence without salary or benefits but with accrual of seniority for reasonable periods not to exceed one (1) year may be granted upon request for the following reasons. The leave may be extended by written agreement between the parties.

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

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

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

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

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

ARTICLE XX - HOLIDAYS

A. The paid holidays are designated as:

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

*Day after Thanksgiving will be a paid holiday for those employees who work both the regular and extended year assignments as well as ROOC employees.

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

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

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

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

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

F. For an unworked holiday, an eligible employee will receive seven (7) hours pay for the day. Regularly scheduled employees, whose hours are more than seven (7) hours, shall be paid their full day's pay based on their regular work schedule as determined by their supervisor not to exceed 8 hours per holiday.

G. Only employees working an extended school year assignment and meeting the provision of XIX B. are eligible to receive holiday pay for July 4th.

ARTICLE XXI - VACATION

- A. 1. All seniority bus drivers, bus aides and paraprofessionals working both the Regular school year and extended school year (four or more hours per day) as well as ROOC staff shall be granted vacation time. The only exception would be Spring and Winter Break, when three and one-half (3 1/2) hours per day will count toward earning vacation time. Any bus driver, bus aide or paraprofessional who becomes eligible for additional vacation time as a result of an extended school year assignment must complete that assignment.

Vacation time will be earned as follows:

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

The above credit amounts to:

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

- 2. Bus drivers, bus aides and paraprofessionals working only the regular school Year will earn vacation time at fifty percent (50%) of the same formula (above) and shall be earned on their anniversary date as follows.

at the end of year one	2.5 days
at the end of year two	5 days
at the end of years three, four & five	6 days
at the end of six through ten	7.5 days
at the end of eleven or more years	10 days

- D. Annual vacation will be requested in writing at least thirty (30) days prior to commencement of leave. The employer shall respond to the employee's request within ten (10) days of submission of said request. Absent notification the request shall be considered granted. The supervisor will arrange the vacation schedule to the best interest of the office, giving consideration to the employees' preference when practical.

ARTICLE XXI – VACATION – Continued

- C. Employees working both the regular and the extended school year as well as ROOC staff will not be prorated for vacation or sick time. Employees working only the regular school year will not be prorated for sick time.
- D. Vacation pay shall be at the regular rate as established for that classification. When a vacation day is taken, an eligible employee will receive seven (7) hours pay for the day. Regularly scheduled employees whose hours are more than seven (7) hours, shall be paid their full day's pay based on their regular work schedule as determined by their supervisor, not to exceed 8 hours per vacation day.
- E. Employees may accumulate up to, but not more than 1.5 times their vacation days in accordance with earned vacation schedule.
- F. All unused vacation will be paid at termination of employment.

ARTICLE XXII - COMPENSATION

- A. When a new job is created, the Employer will notify the Association of the classification and rate structure. In the event the Association does not agree that the classification and rate are proper, it shall be subject to negotiations.

- B. Drivers will be paid at minimum wage, when required to be on duty for field trips and special runs when they are not driving to and from destination. Drivers who are required to work with consumers / students will be paid paraprofessional rates for documented time for working with students/consumers with approval of the Building Principal/Executive Director.
 - 1. Field trip times will be noted in writing from the transportation supervisor:
 - a. Driver to assist on location
 - b. Standing time required
 - 2. Drivers who are required to lay-over in excess of twenty-four (24) hours will be paid a minimum of eight (8) hours in the lay-over day or days.

- C. Pay rates for each classification are set forth in Appendix A of this Agreement.

- D. Upon resignation after fifteen (15) or more years of employment with the district or retirement as recognized by the MPSERS from the C.O.O.R. Intermediate School District, the employee will be reimbursed for one-half of the sick time accrued, up to a maximum payout of forty (40) days. (280 hours, 320 hours, etc.)

- E. Each month an up-to-date report will be provided to each employee stating the amount of sick and vacation time available.

ARTICLE XXIII - FRINGE BENEFITS

The employer shall provide to the bargaining unit member the following:

FOR EMPLOYEES NEEDING HEALTH INSURANCE

HEALTH - *Flexible Blue Medical Coverage*

In the event the health insurance plan does not cover adult immunizations, the district shall provide each CESP member with an annual flu shot vaccine reimbursement up to \$25.

LONG TERM DISABILITY - 66-2/3 %
\$2,500 Monthly Maximum
90-Day Modified Wait (If prices are guaranteed to be the same for the life of the contract.)
Freeze on Offsets
Alcohol/Drug Addiction 2-year
Mental/Nervous Same as any other illness
DENTAL - Self-Funded 100/85/50, Maximum \$1000

LIFE - \$20,000

ACCIDENTAL DEATH & DISMEMBERMENT - \$20,000

VISION - *Self-funded (No deductible for exams; \$65.00 covered for frames; contacts covered up to \$210 if medically necessary.*

Employees Not Needing Medical, Dental and Vision Insurance

Individuals shall receive, as allowed under the Section 125 Plan, \$250 via the first regular payroll of the month. These individuals will also receive LTD, Life and AD&D at no additional cost to the individual.

A. Effective:

1. The medical insurance, dental and vision self-funded benefits will be reviewed on an annual basis by a committee consisting of three Bargaining Unit members and two staff appointed by the Superintendent.

The Bargaining Unit shall notify the employer of its desired medical insurance, dental and vision self-funded benefits and the preferred insurance carrier for the next contract year, beginning January 1, by October 1.

2. Employees working thirty (30) or more hours per week will receive full benefits with no additional employee contribution. Employees working at least twenty-one (21) hours per week and less than thirty (30) hours per week will have the cost of the benefit package prorated accordingly. Employees working less than twenty-one (21) hours per weeks are not eligible for the benefits package.

3. There will be no summer proration of insurance benefits.

ARTICLE XXIII - FRINGE BENEFITS - Continued

- B. Beginning with 7/1/11 – 6/30/12 the annual amount will be the average of the Paraprofessionals and Bus Drivers of the employer contributed “family” dollar amount for Crawford AuSable, Houghton Lake, Roscommon and West Branch-Rose City.

Beginning July 1st of the year beginning in 2011, the district’s monthly contribution will be based on the prior year’s contribution and adjusted to the new average of the four districts when the data becomes available and the average applied retroactively to July 1st.

Any unused portion of the amount stated shall carry over to the following year.

For all CESPAs employees, the maximum employer contribution for medical insurance, dental and vision self-funded benefits shall be:

Dates	Monthly Amount
July 1, 2011 – up to ratification date	\$ 1,224.99
Ratification date – June 30, 2012	TBD

1. Employee contributions will make up the difference between the employer contribution and the total cost of the insurance and self-funded benefits. Employee contributions will be paid from the CESPAs insurance fund balance. In the event the CESPAs insurance fund balance has been exhausted, the contribution shall be payroll deducted from the wages of enrolled employees as stipulated in D 1.

- C. The employee monthly cost shall be based on the census data for the insurance group submitted to the insurance carrier by the ISD. The insurance census group will include the CESPAs and all COOR non-union employees when there is mutual agreement between the Union and the District on the insurance carrier and the insurance coverage for the CESPAs and non-union group.

The calculation of the employee insurance cost per month shall be the number of employees selecting medical insurance, dental and vision self-funded benefits times the monthly plan cost plus the number of employees, not taking medical insurance times \$250, divided by the total number of employees. For Flexible Blue Medical Coverage, add on the deductible costs per employee selecting medical insurance.

The annual calculations shall be an addendum to the contract as soon as they become available.

- D. If the cost of the medical insurance, dental and vision self-funded benefits is less than the employer’s annual contribution, the difference will be carried over year-to-year as an insurance reserve.

If the monthly plan cost exceeds the employer contribution, the Union will have the following options:

ARTICLE XXIII - FRINGE BENEFITS - Continued

1. Contributions from employees receiving either “two-person” or “full-family” medical coverage will make up the difference between the employer contribution and the total cost of the medical insurance, dental, and vision self-funded benefits.
2. To modify plan coverages to the extent that the new premium will fall within these parameters.

E. LTD Health Insurance

Single subscriber health insurance shall be provided for up to two years for CESPA members who are off work and on LTD.

The cost of the single subscriber insurance coverage will be paid in the following manner:

1. From insurance fund reserves for the CESPA group for CESPA employees.
2. If the CESPA insurance fund reserves are not adequate to cover the cost of single subscriber health insurance for a CESPA employee on LTD, CESPA members receiving health insurance shall pay their share of the single subscriber cost through a bi-weekly payroll deduction.

F. Insurance fund reserves for the CESPA shall be determined as follows:

1. The district’s auditor will determine the excess revenue over expense in the insurance fund at the end of the fiscal year, for each fiscal year.
2. The fiscal year excess revenue will be divided by the total number of CESPA and non-union employees to determine the excess revenue per employee.
3. The CESPA excess revenue (reserve) for the fiscal year will be the excess revenue per employee times the number of CESPA employees.
4. The CESPA excess revenue (reserve) will be cumulative from year-to-year.
5. The procedures for funding the single subscriber health insurance coverage for a CESPA member will be used when said member is off work and on LTD.

G. An employee required to enroll in Medicare and the Employer’s medical insurance is supplemental (currently Flexible Blue Medical Coverage)

The employer agrees to reimburse said employee a maximum of \$1,200 for unreimbursed, out-of-pocket physician medication prescriptions for an annual

calendar year period beginning 1/1/10 (This provision will terminate upon the end of the contract).

ARTICLE XXIV - TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until:

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.
- C. Any subsequent amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, if to the Association addressed to 7190 W. Houghton Lake Drive, Houghton Lake, Michigan 48629; and if to the Employer addressed to 11051 North Cut Road, P.O. Box 827, Roscommon, Michigan 48653; or to any such address as the Association or the District may make available to each other.

ARTICLE XXV - MISCELLANEOUS

- A. Any employee who fails to give a two (2) week written notice to quit shall have their file marked "not eligible for re-hire."

- B. The Association and the District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members during the life of this Agreement shall not authorize, instigate, cause, aid, encourage, ratify or condone - nor shall any employee take part in any strike, slow down or stoppage of work, boycott, picketing or similar interruption of activities of the Employer. The Employer agrees there will be no lock out of employees.

- C. If any provisions of this Agreement shall, at any time, be held contrary to law by a court of competent jurisdiction in the State of Michigan or the United States, whichever is applicable, or from whose judgment no appeal has been taken within the time provided for doing so, and in the event such provisions shall not be valid and subsisting except to the extent such provisions are permitted by law, all of the provisions of this Agreement shall continue in full force and effect. In the event this Agreement, or any part of this Agreement, is found contrary to law under the conditions described above, the parties shall meet to negotiate the items in question, as soon as possible.

- D. Special conferences for important matters will be arranged between the Association and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. Conferences may be held during regular working hours with the consent of the Employer. In that event, the members of the Association shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by representatives of the Association and notice shall be given to the Employer at the time the request is made for the meeting.

ARTICLE XXVI - DRUG FREE WORKPLACE

- A. In accordance with Federal Law, the Board of Education of the C.O.O.R. Intermediate School District prohibits the use, possession, concealment, or distribution of drugs by employees on school grounds, in school or school-approved vehicles, or at any school-related event. Drugs include any alcoholic beverage, anabolic steroid, dangerous controlled substance as defined by State Statute, or substance that could be considered a "look-alike" controlled substance. Compliance with this Policy is mandatory for all staff members. Any part-time or full-time employee who violates this Policy will be subject to disciplinary action, in accordance with due process, up to and including termination. When appropriate or required by law, the District will also notify law enforcement officials.

- B. No employee shall commence a work assignment while impaired, or under the influence of any alcohol or illegal drug.

- C. The C.O.O.R. Intermediate School District is concerned about any staff member who is a victim of alcohol or drug abuse and will facilitate the process by which she/he receives help through programs and services available in the community. A staff member should contact his/her supervisor or the superintendent's office whenever such help is needed. Employees shall not be subject to discipline as a result of voluntarily seeking such help.

- D. If the law changes regarding drug testing of public employees, the parties shall meet to discuss possible alterations to this Agreement.

- E. The parties agree that the failure of an employee to adhere to a drug rehabilitation program may result in discipline.

- F. In accordance with State and Federal law C.O.O.R. ISD and all required employees will comply with all regulations regarding drug and alcohol testing.

ARTICLE XXVII - DURATION

This Agreement shall be in effect from July 12, 2011 – June 30, 2012 *
Contract years shall run July 1 to June 30.

The District agrees to type the Agreement, with copies to be made and distributed by the Association.

(- changes in compensation and benefits become effective the day of ratification by both parties.)*

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

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

Vicki Barnes, CESPAs President

Robert Jones, Superintendent

Date: _____

Date: _____

Chris Williams, CESPAs Neg. Team

Robert J. Carpenter, Board President

Date: _____

Date: _____

Wendy Heinig, MEA UniServ

Cherie Johnson, Neg. Team

Date: _____

Date: _____

Association Team

Board Team

Vicki Barnes, CESPAs President
Michelle Dirette, CESPAs Treasurer
Ruth Kalasz
Chris Williams, CESPAs Vice President
Pam Straub
Michelle Richard-Whitman
Wendy Heinig, MEA

Robert Jones, Superintendent
Cherie Johnson
Ruggero Dozzi
Greg Bush

APPENDIX A

CLASSIFICATION AND RATES

I. CESPAs Staff, including ROOC prior to 7/1/05

Year	2009-10	2010-11	2011-12
	1.4%	1.0%	TBD
Bus Drivers	\$14.83	\$14.98	TBD
Custodial/Maintenance	\$12.46	\$12.58	TBD

Bus Aides, Paraprofessionals, and R.O.O.C. Staff prior to 7/1/05

Year	2009-10	2010-11	2011-12
	1.4%	1.0%	TBD
	\$11.91	\$12.03	TBD

II. ROOC Staff Hired on or After 7/1/05

Year	2009-10	2010-11	2011-12
	\$8.43	\$8.51	TBD *

** - According to the provisions of PA 54 of 2011, effective June 8, 2011, districts that are operating without an agreement are no longer allowed to pay any retroactive wage or amount that are greater than those in effect on the expiration date of a collective bargaining agreement until a new contract is ratified by both parties. The wage of \$8.90 will be effective at that time. \$8.90 was originally TA'd on 2/10/11 for the 2010-11 year and not ratified until this contract.*

For current CESPAs employees, including ROOC employees hired prior to 7/1/05, for each year of the contract, the wage increase from the prior year shall be the average percentage increase of the Districts stipulated in Appendix B. This average shall be added to the contract each year as an addendum.

APPENDIX A - Continued

For ROOC employees hired on or after 7/1/05, the wage increase from the prior year for years 2,3, and 4 of the contract shall be the average percentage increase of the Districts stipulated in Appendix B. This average shall be added to the contract each year as an addendum.

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

Calculation of Contract Amounts: No final calculations are to be made until all local Districts that are used in the computation of this schedule are settled and ratified. If all schools are not settled by September 1, then improvements will be made at level and step, if the employees are eligible for those improvements. If all four Districts are not settled by November 1st this issue will be brought to the CESPBA Bargaining Team during November for determination of how the wage will be calculated until all Districts are settled and ratified. If the percentage increase of either Houghton Lake paraprofessionals or drivers is below the average of the other district classifications divided by 5, either or both Houghton Lake classifications will be excluded from the calculations.

LONGEVITY

Employees who have attained system-wide seniority will receive longevity on the their anniversary date based on the following schedule:

5 - 9 years	\$ 100
10 - 15 years	\$ 500
16 - 19 years	\$ 925
20 + years	\$ 1150

APPENDIX B

Calculation of the average annual wage increase

The average wage percentage increase from the prior year shall be the average hourly rate schedule increase of each of the following districts – classifications divided by 7.

Houghton Lake	Paraprofessionals	Drivers
West Branch-Rose City	Paraprofessionals	Drivers
Crawford AuSable	Paraprofessionals	Drivers
Roscommon	Paraprofessionals	

APPENDIX C

The parties are aware of Public Act 4 and the ramifications it may or may not have on the provisions of this agreement.

COOR EDUCATION SUPPORT PERSONNEL ASSOCIATION

GRIEVANCE FORM

Name of Grievant:

Grievance No.

Date Grievance Occurred:

Date Filed:

Classification/Assignment:

Nature of Grievance:

Contract Article(s) Violated:

Relief Sought:

Signature of Grievant

Date

Signature of Association

Date

LEVEL I – Informal Discussion with Supervisor

Date discussed with Supervisor: _____

Result of discussion:

Signature of Supervisor

Date

Disposition: Satisfactory

Unsatisfactory

Signature of Grievant/Association

Date

