



MASTER AGREEMENT

BETWEEN THE

ONSTED COMMUNITY SCHOOLSBOARD OF  
EDUCATION

AND THE

ONSTED EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION, MEA/NEA

**July 1, 2024 – June 30, 2027**

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## **AGREEMENT**

This Agreement is made and entered into this 21st day of June 2024 by and between the Onsted Community Schools Board of Education (hereinafter called the "Board") and the Onsted Educational Support Personnel Association, MEA/NEA (hereinafter called the "Association").

### **ARTICLE I RECOGNITION**

- A. Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965 as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement.
- B. The Board recognizes the Association as the sole and exclusive bargaining representative for all paraprofessional, custodial, maintenance, food service, and transportation employees, but excluding the superintendent's secretary, building secretaries, custodial coordinator, accountant and supervisory employees, substitutes and all others.
- C. Unless otherwise indicated, use of the term "Employee/Bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.
- D. It is expressly understood and agreed that a substitute shall in no case fill a permanent bargaining unit position for a period in excess of the probationary period, except to fill in for approved leaves of absence.
- E. All references to "days" shall mean business days of the Board office exclusive of Saturdays, Sundays or holidays unless otherwise specified.

## **ARTICLE II BOARD RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are 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 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 the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
  2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
  3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
  4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
  5. Adopt reasonable rules and regulations.
  6. Determine the qualifications of employees, including physical conditions.
  7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
  11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the Laws of the United States.
- D. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

**ARTICLE III  
EMPLOYEE AND ASSOCIATION RIGHTS**

- A. The Association and its members may use the school building facilities in accordance with Board policy as long as such use does not interfere with job responsibilities and everyday operations.
- B. Association representatives shall not lose time or pay for authorized time spent in grievance hearings, negotiations preparation or negotiations during their regularly scheduled working hours if approval has been given by their immediate supervisor and the Superintendent and/or his/her designee. The time must be requested in writing no less than two (2) days prior to the meeting and include names of employees participating.
- C. An employee shall be entitled to have an Association representative present in any meeting with his/her supervisor or a representative of the Employer whose purpose is to discipline the employee. When a request for such representation is made, no further action shall be taken until a representative can be present, but in no case shall action be suspended for more than twenty-four (24) hours.
- D. No non-probationary employee shall be disciplined without just cause. Dismissal, suspension and/or other disciplinary action shall be only for just and stated cause, which shall be given to the employee in writing with exception of verbal discipline.
- E. Due process will be followed in disciplinary actions of non-probationary employees which may include verbal warnings or reprimands, written warnings or reprimands, suspensions with or without pay, or dismissal. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action and, therefore, might begin at any level. Only dismissals, suspensions or written reprimands shall be subject to the grievance procedure.
- F. Personnel File
  - 1. An employee shall have the right to schedule with the Superintendent's office a review of the contents of his/her personnel file, excluding initial references, of the district pertaining to the employee originating after initial employment and to have a representative of the Association accompany the employee in the presence of the employer in such review.
  - 2. No material of a disciplinary nature 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 comment regarding any material and the same shall be attached to the material in question. An employee shall sign the material indicating its presence and his/her awareness if requested. Such signature shall not necessarily mean agreement with the material.

3. All recommendations to outside employers, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.
4. In the event a third party is requesting the personnel file of an employee, the Association and the affected employee will be notified as soon as possible.

- G. The Board will furnish a copy of this agreement to each employee in the bargaining unit and to each new employee and ten (10) copies to the Association. The Board shall pay the cost of printing this Agreement.
- H. Any case of verbal and/or physical assault or threat upon a bargaining unit member shall be promptly reported to the Employer. In the event that the verbal and/or physical assault or threat is perpetrated by the employee's immediate supervisor, the employee shall then promptly report the incident to the next level of Administration in the chain of command. The Employer shall render all reasonable assistance it deems necessary to the bargaining unit member, when possible, to prevent injury. (See Onsted Community Schools Bylaws and Policies Article 3362 – Harassment of Staff or Applicants.)

The Board will not require employees to search for weapons or bombs. Employees will not be required to disarm or detain an intruder. However, employees will participate and be actively involved in the District's crisis response plan.

- I. Upon request of the Association, with the approval of the administration and the presentation of proper credentials, officers or accredited representatives of the Association may be admitted onto the Employer's premises during working hours for the business of the Association, providing that said visitation shall not disrupt the work schedule of any employee. Association representatives will check in with the administration prior to being admitted on the premises.
- J. The employees will be represented by an Association Representative for each classification who shall be chosen or selected in a manner determined by the employees and the Association and whose name shall be made known to the Employer in writing.
- K. The Board shall supply the Association with the following information for each newly hired bargaining unit employee: name, date of hire, address, personal email address, cell phone number, classification and current job location.
- L. Right to Support Association: Pursuant to applicable Michigan Statutes, the Board hereby agrees that every employee of the Board of Education covered under this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board will not directly or indirectly discourage or deprive or coerce any employees in the enjoyment of any rights conferred by Act 379 of the State of Michigan or of the Constitution of the United States.

- M. Posting Notices and School Mail: The Association shall have the right to post notices of activities and matters of Association concern on Association Bulletin Boards, at least one of which shall be provided in each school building.



## ARTICLE IV WORKING CONDITIONS

- A. If there is a conflict in directives from more than one supervisor, employees shall follow the directive from the immediate supervisor.

In the event the district schedules a community service worker to work with the bargaining unit members, the supervisor will assign duties, handle paperwork and check the worker periodically. Bargaining unit members will not be responsible for such community service workers.

- B. The work year and daily schedule of each bargaining unit member shall be established by the Employer to meet the needs of the District.

In the event there is a multiple, consecutive day assignment, the district will employ the same custodial/maintenance employee for all days, i.e., Saturday, Sunday, 6th grade camp, and art fair would have the same custodial/maintenance employee working.

Employees working six (6) hours or more will receive an unpaid one-half (1/2) hour lunch break. The Head Cooks/substitute Head Cooks who work six (6) or more hours daily will receive a daily, one-half (1/2) hour paid break.

All bargaining unit members will receive a fifteen (15) minute paid break for four (4) hours of work a day.

Paraprofessionals who work five (5) hours a day or more a day will receive an unpaid, thirty (30) minute lunch.

Every attempt will be made to schedule breaks within the first four hours of the work day and after one hour of the beginning of the work day.

- C. Bargaining unit members may be required to log their hours by the use of a time clock or any other method as determined by the Employer.

- D. The minimum call-in time for emergency situations shall be two (2) hours of pay.

- E. Overtime Rates: Overtime of time and one-half will be paid for all hours worked in excess of forty (40) hours in one week, Saturdays and on holidays. Forty (40) hours in one week will include holidays and leave pay when calculating overtime. Time over regular assigned work hours will be offered to each bargaining unit member of the classification on a rotating basis based on seniority. Refusal will count as hours worked. Double time will be paid for all hours worked on Sunday and time and one-half for time spent on furnace checks. Time and one-half will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period for food service staff required to work during the week of sixth grade camp. Employees on paid leave may not schedule overtime prior to said leave, or during said leave. In the absence of an employee on paid leave, overtime shall

be offered to the next eligible employee based upon seniority.

Unless directed otherwise bus drivers will have no responsibilities or duties during lay over time. The busses will remain at assigned location except with permission. Bus drivers will only be paid overtime as required by law.

- F. Overtime during the week will be covered by the use of an overtime chart and will be offered to each bargaining unit member by classification within each building in rotation based on seniority. An employee whose assignment is split between two (2) buildings will be placed on the overtime chart in both buildings.

Weekend overtime will be rotated amongst all members of the classification district wide.

On Tuesday's meeting before the upcoming weekend, employees' overtime will be scheduled.

The overtime chart will be updated weekly and posted in the Intermediate Building workroom.

1. Call in time on the weekend for absence to the custodial supervisor will be no later than one and one-half hours prior to the normal, scheduled work report time for custodian/maintenance employees.
2. In the event of a school delay or school cancellation, the custodian/maintenance employees are contacted through an automated call system.
3. In the event of overtime, the custodial supervisor will follow the overtime chart rotation and contact the custodian/maintenance employee next in the rotation.

Overtime that is refused by a bargaining unit member will be charged on the overtime chart for the purpose of rotation. The Employer reserves the right to assign overtime if no volunteers are available beginning in the order of least seniority on each occasion an assignment must be made.

In the event a bargaining unit member agrees to replace a supervisor, the bargaining unit member will receive additional compensation in the form of a stipend of twenty-one dollars (\$21.00) a day.

Stipend is for absences of five (5) consecutive days of absence or more, retroactive to the first day of absence.

Responsibilities will be discussed prior to the supervisor's absence.

- G. Employees may be required to attend meetings, work-related court appearances, workshops, other types of in-service sessions at the request of the supervisor and with administrative approval. When occurring outside of an employee's normal work hours, affected employees shall receive their regular hourly rate for

all hours spent at meetings, work-related court appearances, workshops or in-service sessions plus direct expenses of mileage and/or meals if prior approval has been given by the administration.

Following the annual, mandatory orientation, the board will pay for one, one-hour Association meeting.

When occurring within an employee's normal work hours, affected employees shall receive their regular hourly rate plus direct expenses of mileage and/or meals if prior approval has been given by the administration.

- H. The District shall ensure that all paraprofessionals will have and will maintain all qualification which are required by applicable law for their respective assignments.
- I. The Board shall provide without cost to the employee any safety equipment it deems necessary to perform the job. The Board will also provide a utility vehicle for custodians to complete outdoor tasks – including but not limited to cleanup of athletic events and garbage cans.
- J. In the event school is canceled prior to the start of the employees' workday or a change is made to the published calendar the following procedures will apply:
  - 1. Custodial/Maintenance employees shall continue their practice of reporting at 9:00 a.m. on unscheduled school cancellation days. Custodial/Maintenance employees will work full days on unscheduled school cancellation days.
  - 2. Transportation, Food Service, and Paraprofessionals will receive their regular pay for the first four (4) unscheduled school cancellation days and will not be required to report to work. After the first four (4) unscheduled school cancellation days, employees in these classifications will not be required to report to work but will not be paid. Lost wages will be made up if the number of days or hours missed is such that additional days or hours of school will be added for student attendance. For the purpose of this article, a day shall be defined as the number of hours an employee is scheduled to work for said day.
  - 3. Head Cooks will be responsible for reporting, when safe to travel, to take care of deliveries if the unscheduled school cancellation day occurs on a delivery day and would be paid at regular rate for time worked.
  - 4. In the event of a delay the cooks will not report to work until the bus drivers are on the road.
  - 5. If the number of unscheduled school cancellation days goes beyond four (4) the employee may use a paid sick or personal day not to exceed the number of allowable unscheduled school cancellation days set by State of Michigan over four (4) Request for use of paid sick time as described must be made

within two (2) working days upon return to work. In the event unscheduled school cancellation days exceed 6 days, and a decision is made by the Board or the State of Michigan not to add days or hours for student attendance, employees will be given the opportunity to use sick day and/or personal days to make up that time.

- K. In the event school is canceled after the start of an employee's workday due to inclement weather or conditions not within the control of the District, the following procedures will apply:
1. Custodial/Maintenance employees shall complete essential duties and then may leave with no loss of pay.
  2. Other bargaining unit members will be dismissed following any necessary activities and will be paid for the actual hours worked. In the event the District needs to make up such days to receive State Aid and the District elects to make up the day(s), these employees will be paid for time actually worked on the make-up day. If employees report to work and are sent home for any reason, employees will be paid two hours of their normal hourly rate. If school is going to be canceled, all employees, with the exception of bus drivers, shall be notified at least one hour prior to the normal arrival of the workday or work shift. Bus drivers shall be notified of delay or cancellation by 6:00 A.M.
  3. If Bus Drivers report to work and school is canceled and/or sent home for any reason, employees will be paid (2) two hours of their normal hourly rate. Bus drivers will receive their normal run rate.

In the event of inclement weather and school is cancelled/delayed and the employee is unable to report to work, the employee will be afforded the opportunity to utilize a paid leave day. Paid leave day may be prorated if the employee is able to report later in the day or if the inclement weather day is not a full day of work.

- L. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students and safety concerns in the bargaining unit members' assigned work area.
- M. Food Service Substitutes: The food service director will call and place a substitute for absent employees. An effort will be made to give regular employees more hours than substitutes in each respective kitchen.
- N. A reasonable effort will be made to employ a food service substitute and custodian/maintenance substitute whenever a regular employee is absent if the substitute is needed.
- O. On a case-by-case basis, the District will determine what training, if any, should be provided to an employee assigned to a medically fragile student. If after being assigned to a medically fragile student, an employee has concerns regarding that

student, the employee may call a meeting with his/her immediate supervisor.

- P. In an effort to keep the lines of communication open, the District and the Association may meet bi-annually to discuss concerns during non-working hours with no compensation.
- Q. Paraprofessionals may receive training, where appropriate. A Thirty-day (30) notice of such training will be given.

Professional development shall be scheduled for all classifications on an alternating, every other year basis with the exception of the continuing education classes that bus drivers take. The District and the Association will work together on such programs (i.e. Bus evacuation, fire extinguishing, CPR, interpersonal skills, etc.). The District will have the final decision on such programs.

- R. On days when the wind chill factor is at or below 10 degrees F according to the National Weather Service or other local source, students will have indoor recess.
- S. Bargaining unit members will receive, read and complete a form indicating they have read and understand the Board's policy on internet/intranet acceptable use.

The Association accepts the terms of the Board's policy as a working condition. If the terms of the Board's policy change, the Board will give notice.

- T. When school is dismissed at 11:10 Food Service employees and lunch paraprofessionals not scheduled to work may use sick time to get paid for two (2) hours.

## **ARTICLE V SENIORITY**

- A. A newly hired employee shall be on a probationary status for the first ninety (90) working days of employment, taken from and including the first day of employment following recommendation for a position.
- B. "Seniority" shall be defined as the length of an employee's continuous service within his/her respective classification from his/her first day of employment following recommendation for a position into that classification until such time as he/she moves out of that classification, at which time his/her seniority will be frozen in the previous classification.

First day of employment following recommendation for a position is defined as the first paid day of work in the classification.

Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first day of employment following recommendation for the position. Seniority shall not transfer from one classification to another.

- C. An employee will lose their seniority for the following reasons:
  - 1. The employee resigns.
  - 2. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
  - 3. The employee retires.
  - 4. The employee is on layoff for one (1) year or the length of his/her seniority whichever is greater but not to exceed two (2) years.
  - 5. The employee fails to return from leave on the agreed upon date provided an extension has not been approved.
  - 6. The employee abandons his/her position.
- D. Seniority shall be retained, but not accumulated, for an employee on an unpaid leave of absence pursuant to the Agreement or on layoff for a period not to exceed one (1) year or the length of his/her seniority whichever is greater but not to exceed two (2) years. Seniority shall continue to accumulate for an employee on any approved paid leave of absence pursuant to this Agreement.
- E. Transfers Out of Bargaining Unit or Classification: Seniority shall be retained, but not accumulated, for an employee who transfers to a position outside of the bargaining unit within the school district providing the position is not a temporary or substitute position. That employee has the right to exercise the seniority that he/she had accumulated while he/she was a member of the bargaining unit.

He/she has a right to return to the bargaining unit and displace the lowest senior employee in the bargaining unit, in the event that such employee vacates his/her position outside of the bargaining unit.

- F. A seniority list shall be furnished to the Association on or about September 30th of each year. If the Association does not challenge the list within thirty (30) days of its publication, it shall be deemed as controlling in all matters relative to seniority until the list is published the following year. Such list shall contain each employee's name and date of hire for each classification.
- G. In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be first determined by total years of service in the district. If a tie still exists, employees shall be ranked in order of the highest numbers taken from the three (3) digits of each employee's driver's license.
- H. Effective July 1, 2015 the classifications will be as follows:
  - 1. Food Service
  - 2. Paraprofessionals
  - 3. Custodial/Maintenance/Repairman
  - 4. Bus Drivers

Each position will be posted and there are different qualifications for each position.
- I. When an employee works in more than one classification, each new classification will start at step 0 and start with a new seniority date.
- J. A bargaining unit member who resigns and subsequently is re-employed before any student contact time is lost may be re-employed under the following conditions:
  - 1. Seniority will be lost and the bargaining unit member's seniority will begin again following the rehire.
  - 2. The employee who is rehired without loss of student contact time will be reinstated to current wage scale and will not be required to serve a probationary period.

## **ARTICLE VI VACANCIES, TRANSFERS AND ASSIGNMENTS**

- A. A vacancy shall be defined as a newly created position or a present position that is not filled which the Employer does intend to fill. In the event the district is not going to fill a position, the district will notify the Association.
- B. Notice of all vacancies in the bargaining unit shall be posted for at least five (5) working days and sent via district provided email to all employees. A posted vacancy will include the maximum number of hours, rate of pay and classification. Notice of postings will be displayed in prominent places on visible bulletin boards. The Association President will receive as many copies as requested for distribution. Employees interested must apply for the position within the five (5) working days of the posting period provided, however, the employer is not obligated to consider bids from employees who have bid on a position and successfully completed the probationary period set forth in Paragraph C of this Article anytime within the prior twelve (12) months, except in the event there are no other internal applicants, such an employee will be considered. The most highly qualified applicant for a particular vacancy will be selected by the District. However, when in the determination of the District, qualifications of both internal and external applicants are equal the internal applicant with most seniority will be granted the position. All applicants will be notified in writing of the District's decision.

Employees assigned to evening Custodial/Maintenance classification will be allowed to re-bid assignments once each year.

The bid meeting will be the last week prior to the start of school. Descriptions of the work assignments will be available prior to the bid meeting. An employee may designate a proxy for the meeting. The bidding shall be based on seniority.

A bargaining unit member who applies for a vacancy or a transfer may attach an updated resume and/or letters of recommendations to their letter of interest for the District's consideration.

Kitchen staff will be given the opportunity to bid on positions based on seniority.

- C. A newly promoted or transferred employee shall serve a probationary period of ninety (90) working days in the open position. The newly transferred or promoted employee shall immediately receive the probationary or present rate, whichever is higher, for the new classification if the transfer has been a promotion. During the time period that the employee is serving the probationary period, the Board shall provide the employee with periodic written evaluations as to the employee's work performance. For transfers occurring within the employee's same classification, the ninety (90) working days probationary period shall be waived. To qualify for waiver of said probationary period, employee must have completed a full ninety (90) working days probationary period in the same classification in



which the transfer occurs.

During the probationary period the Employer may return the employee to his/her former position.

- D. The Board shall have the right to hire a temporary employee during the time that an employee who is covered by this Agreement is not on the job due to a paid or unpaid leave. If it is determined that a regular employee will not return to his/her job, that position will be posted pursuant to the Agreement. The District retains the right to eliminate a position if the employee is not returning. The Board shall also have the right to hire temporary employees to supplement the work force, which will not displace the current work force.
- E. The parties agree that involuntary transfers of employees shall be minimized to the extent the Board deems necessary.
- F. In the event the Board deems involuntary transfer is necessary, the Board will first seek a volunteer. A volunteer will be given first consideration for the involuntary transfer. If there are two or more volunteers interested in an involuntary transfer, the Board will determine a choice of a volunteer based on seniority, experience, qualifications and past evaluations.
  - 1. Summer jobs or other types of work opportunities will be posted in all areas and to all supervisors.
  - 2. Summer work assignments will be by consensus of the employees and the supervisor. The supervisor will hold a meeting by June 1 annually, to determine summer work hours.
- G. Assignments for One-on-One Paraprofessionals: The building principal/secretary will contact the bargaining unit member that the student the member is assigned to will be absent on a particular day. Every effort will be made to re-assign the paraprofessional within the same building or within the system. The re-assignment for such day will be additional work other than their usual duties at the discretion of the building principal.
- H. Senior employees will receive preferential consideration of job placement and transfer to new buildings/areas upon the employees' request/approval. The Board reserves the right for the final disposition of job placement and/or transfer. The employer will send all educational support personnel postings through district provided email throughout the year.

## **ARTICLE VII LAYOFF AND RECALL**

- A. No employee shall be laid off or shall receive job elimination or shall receive a reduction pursuant to a necessary reduction in the work force unless said employee has been notified in writing at least twenty (20) working days prior to the effective date of layoff, job elimination or reduction. Such notice will not apply when layoff, job elimination or reduction is necessitated by millage failures, work stoppages or Acts of God.
- B. A layoff shall be defined as a determination by the Board to effectuate a reduction in the total number of employees within a particular classification, which reduction is implemented by completely discontinuing the employment of a designated number of individual employees.

A reduction shall be defined as a determination by the Board to effectuate a reduction in a particular number of employee's hours by one hour or more within a particular classification. The reduction is implemented by reducing more than sixty (60) minutes per day of employment of a designated number of individual employees.

A vacancy shall be defined as a newly created position or a present position the Board intends to fill. A vacancy only exists when there are fewer employees presently employed in a classification than the number of positions in that classification. Positions resulting from layoff are considered vacancies.

The Board will determine if a position is to be eliminated and will notify the Association President/designee and the MEA UniServ Director.

Job elimination shall be defined as a reduction of a position usually held by a senior employee.

There will be a meeting with the Association President/designee and the superintendent prior to layoff, job elimination/reduction to seek input. The MEA UniServ Director will be invited.

All communications on layoff, job elimination/reduction will be given to the Association President/designee and MEA UniServ Director prior to any notice to an employee.

- C. No employee shall be laid off or shall receive job elimination or shall receive a reduction pursuant to a necessary reduction in the work force unless said employee has been notified in writing at least twenty (20) working days prior to the effective date of layoff, job elimination or reduction. Such notice will not apply when layoff, job elimination or reduction is necessitated by millage failures, work stoppages or Acts of God.
- D. The job elimination/reduction procedure shall be individually applied within each

classification as follows:

1. Probationary employees shall be laid off first provided there are more senior employees who possess the qualifications to perform the job.
2. In the event seniority employees must be laid off, layoff shall be determined by the following order:
  - a. The least senior within the classification being reduced, provided there are more senior employees remaining within the classification who possess the qualifications to perform the duties of the position(s) available.
  - b. In the event an employee is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit. Should the employee be given one of the posted positions he/she shall retain the right to his/her job classification should a position become available for which he/she is qualified.
  - c. An employee reduced from a position in his/her present classification shall be retained at his/her request in a position in another classification in which he/she has previously accumulated seniority, provided there is a less senior employee in that classification and the reduced employee possesses the qualifications to perform the job.
3. For the purposes of this article the Board has determined the following for the paraprofessional classification:
  - a. Special Needs Paraprofessional and Instructional Paraprofessionals includes those working as a paraprofessional under the mandate of an IEP, special needs programs, a classroom, a library, a Title I program, a specialized program which requires small group instruction, and a specialized program which requires one-on-one instruction.
  - b. Non-Instructional Paraprofessionals includes those working in supervision of: recess, sick room, locker room, lunchroom, bus, and after school.
4. Beginning with the most senior employee given notice of job elimination/reduction, there will be a meeting within a week (seven working days) after the initial notices. The meeting will be held by individual to determine his/her choice of assignment. The Association President/designee will be released with pay to attend such meetings. The MEA UniServ Director will be invited to attend.
5. Beginning with the most senior Paraprofessional affected in a layoff, job

elimination, or job reduction of one hour or more, he/she may exercise his/her options as follows:

- a. The employee may elect to stay in his/her current position if the position continues to exist, and accept the reduction  
OR
- b. The employee may choose from among the vacant positions in his/her classification without displacing any other Paraprofessional  
OR
- c. The employee may displace any less senior Paraprofessional within their classification.

6. The reduction procedure for all employees affected for the current school year for layoff, job elimination/reduction in work hours will be conducted no later than June 30th, unless the Board determines a need to reduce employees or positions at another time of the school year.

- E. Employees on layoff who are qualified shall be considered before the hiring of new employees outside the district for a vacant position in another unit classification. Laid off employees will be given first consideration on the substitute list.
- F. When there is a vacancy employees shall be recalled in order of greatest seniority within the classification from which they were reduced, or in order of greatest seniority within another classification in which they have accumulated seniority, provided the employee possesses the qualifications to perform the duties of the position to which he/she is being recalled to. However, current employees shall be offered the position based upon seniority and criteria above before offering the position to person(s) on recall due to layoff. If a tie exists, current employees will follow the tie breaking procedure below.

In the event a tie exists, the employee with the greatest total years of service in the district shall be recalled first. In the event a tie still exists If a tie still exists, employees shall be ranked in order of the highest numbers taken from the three (3) digits of each employee's driver's license.

- G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records (which shall be conclusive in any disputes). A recalled employee shall notify the employer within five (5) days after the letter is registered as arriving as to the employee's acceptance or rejection and must report to work within three (3) days after such acceptance; exceptions may be made by the Superintendent. The Board may fill the position on a temporary basis until the recalled employee is to report back for work.
- H. An employee offered his/her former position who declines recall shall forfeit his/her seniority rights.
- I. Any employee offered his/her former position or a comparable position, i.e. same

job title, hours, and pay, to the one previously held who declines recall from layoff shall forfeit his/her recall rights.

- J. Employees shall remain on the recall list for a period of one (1) year or the length of their seniority whichever is greater but not to exceed two (2) years.
- K. Probationary employees have no recall rights.
- L. Any layoff shall be done applicable to law.

## **ARTICLE VIII PAID LEAVES**

### **A. Paid Leaves:**

1. Days will be credited at the beginning of each work year. A day is defined as the length of the employee's regularly scheduled workday.
2. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by illness, injury, and disability (including pregnancy or childbirth). A physician's statement may be required at the discretion of the Employer after the third consecutive day. Each employee will be able to use three (3) paid sick days for family illness. "Family" is defined as parents, spouse or children.
3. It is the responsibility of each employee to report unavailability for work prior to their normal starting time. Each employee shall at the time of reporting an absence state the reason for the absence, where the employee may be reached, and the anticipated length of absence.
4. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy shall be subject to progressive discipline up to and including discharge. Disciplinary action shall be appropriate to the behavior which precipitated said action and might begin at any level.
  - a. Where a pattern of use is identified, or other form of abuse is suspected the Employer will notify the employee in advance of the need to supply sufficient medical verification of the reasons for the absence.
  - b. Paid Days Accumulation and Pay Out Sick Time:
5. Bus drivers, paraprofessionals, and food service employees will receive ten (10) sick days a year. Exception: employees hired before July 1, 2002, will receive twelve (12) paid sick days per year.
6. For Combined positions, sick days will be given based on the school or calendar year worked and hours worked in each classification. Sick days must be used in the classification for which they were earned.
7. Paraprofessionals and food service employees can accumulate up to sixty (60) sick days. Payment for accumulated days beyond sixty (60) will be paid at the end of the school year at thirty percent (30%) of the employee's hourly rate of pay. Bus drivers will not accumulate paid days beyond the school year; payment for accumulated paid days will be paid at the end of the school year at their hourly rate of pay.
8. Custodial/maintenance and repair persons will receive twelve (12) sick days

per year and can accumulate up to ninety (90) sick days. Payment for accumulated sick days beyond ninety (90) will be paid at the end of the school year at thirty percent (30%) of the employee's hourly rate of pay.

9. Support Staff shall not use any paid leave during the 90-day probationary period. After 90-days, paid leaves will be added based on start date.

- B. Upon separation of employment or retirement after ten (10) continuous years of service, unused days in the employee's accumulated sick bank will be paid at thirty percent (30%) of the employee's hourly rate of pay.
- C. Three (3) Paid Time Off (PTO) days shall be granted per work year. \Days must be requested in writing five (5) days in advance or in case of emergency may be waived by the Superintendent. PTO days may not be used for reasons such as seeking other employment and cannot be used to extend a holiday or school break period. If the immediate supervisor denies PTO days, the request may be appealed to the Superintendent.

At the end of the year unused PTO days shall be added to accumulated sick leave except for drivers working three (3) hours or more who will be paid their per diem. Failure to grant a PTO day will not be subject to the grievance procedure.

D. Worker's Compensation

- 1. In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use their paid days in the same manner as if the injury or illness was not compensable under the Worker's Compensation; provided that said employee reimburses the Board the amount of wage continuation benefits they receive under Worker's Compensation for any week which the employee receives paid day's pay from the Board.
- 2. For any day that the employee receives pay for a paid day from the Board and reimburses the Board for the Worker's Compensation received, the employee's paid days shall be reduced only by the portion of a paid day equal to the portion of the employee's gross pay actually paid by the Board.

E. Bereavement

F. Paid days will be provided for the following reasons:

- 1. Bargaining unit members may use up to five (5) workdays for funeral and bereavement due to death of a spouse, child, stepchild, parent, step-parent, brother, sister, son-in-law, daughter-in-law, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, or sister-in-law.
- 2. Additional days may be granted under Section F. at the discretion of the Superintendent or in his/her absence, the Superintendent's designee. The

granting of such days shall not be deemed precedent setting. The denial of such days is not subject to the grievance procedure.

- G. Any bargaining unit member called to testify by the Association during work hours in any work-related matter, including attendance during a fact-finding proceeding, with the approval of the Superintendent, shall suffer no loss of compensation due to his/her absence from his/her regular duties of employment for the time required. Such approval or disapproval shall not be deemed precedent setting or subject to the grievance procedure.
- H. Jury Duty and Witness Time. Any bargaining unit member called for jury duty, or who is subpoenaed to testify on behalf of the Board during work hours in a work-related matter, shall suffer no loss of compensation due to his/her required absence from his/her regular duties of employment for the time required. If bargaining unit members are summoned and report for jury duty, they shall be paid the difference between the amount they receive as a juror and their normal pay, provided they make themselves available for work within their regular work schedule when not occupied for jury duty. It is understood and agreed that bargaining unit members shall be required to report to work on any and all days when they are not sitting as a juror. To be eligible for jury duty pay differential, bargaining unit members must furnish the Employer with a written statement from the appropriate public official listing the amount and the dates they received pay for jury duty.
- I. Sick leave and personal time off which happen to occur on an unscheduled school cancellation day will not be charged against the employee unless per this agreement employee is required to report to work on unscheduled school cancellation days.
- J. Any benefits for which part-time employees are eligible will be pro-rated based on time worked, i.e., employees working one day per week will receive a twenty percent (20%) benefit.
- K. Part-time Employee Option.  
All part-time Association employees who do not qualify for Board-paid health insurance shall have the option to purchase health insurance for themselves and/or their eligible family members for a twelve (12) month period under Blue Cross Blue Shield Health Savings Account High Deductible Plan (not funded by District).
- L. Part-time Association employees are employees who work regularly less than 40 (forty) hours per week.
- M. This option to purchase health insurance shall be paid by the employee's personal funds submitted to the Board's payroll office on the first of the month from September through June.



- N. The annual premium costs will be divided by ten (10), which encompasses a full twelve (12) month's health insurance coverage.
- O. When an employee enrolls for health insurance coverage, premium costs will be prorated for the remainder of the school year. Part time employees shall be provided with part time benefits prorated to hours worked.
- P. If eligible employees do not pay the premium costs as stated in # 3. above, timely, their insurance coverage will be cancelled. Before insurance coverage is cancelled, the payroll office will contact employees no less than two (2) weeks prior to such cancellation.
- Q. The Association president and/or his/her designee will receive up to five (5) paid release days annually for association business upon written notice to his/her immediate supervisor two (2) days in advance. The Association will pay the substitute wages for days missed.

## ARTICLE IX UNPAID LEAVES

- A. Medical Leave. An employee whose incapacitation, including incapacitation due to pregnancy or childbirth, extends beyond the time compensated under Article VIII, Section A., shall be placed on an unpaid leave for up to one year from the last day the employee received a paid sick leave day. Extensions may be made upon application to the superintendent whose decision shall be final. The employee must provide a statement from his/her medical or osteopathic doctor of the necessity and length of time for such absence including return to work when the same is requested by the Employer. The Employer reserves the right at its expense to require a second opinion from a Board appointed physician.
- B. Personal Leave. An employee may be granted a personal leave of up to six calendar months without pay, but such leave shall not be to seek or secure employment elsewhere. An employee wishing a personal leave of absence shall apply in writing to the Superintendent stating the reason for the leave. The granting of such personal leaves is discretionary with the Superintendent, is not subject to the grievance procedure, and it is understood that the Superintendent will grant such request only when he/she determines that the services of the employee are not required by the District. The Superintendent may extend such leaves if the employee requests an extension in writing at least five (5) days prior to the expiration of the original leave or extension. Once any personal leave is approved, the employee is entitled to take that leave, absent bona fide emergency.
- C. Non-available days. (Not paid) The bargaining unit member will give 48 hours' notice to request a non-available day(s). In the case of an emergency, the notice will be waived.
- Non-available days are the unusual exception and will not be granted lightly. Any employee who misrepresents the use of non-available days will be subject to disciplinary action up to and including discharge. Non-available days will be granted at the discretion of the administration/immediate supervisor.
- D. Family and Medical Leave Act. In accordance with the requirements of the Family Medical Leave Act (FMLA), the District will provide qualifying employees with up to 12 weeks of unpaid leave within any 12-month period for a qualifying reason. The District's administration of the FMLA will be done in accordance with Board Policy 3430.01 - Family Medical Leaves of Absence and applicable law. Leave time granted under FMLA will run concurrently with any other leave time (paid or unpaid) granted by the District under this Article XIV.
- E. Military Service Leave. Military unpaid leaves of absence shall be granted in accordance with applicable laws. The reinstatement rights of any employee who enters the military service of the United States by reason of an act of 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 provision

of the law granting such rights.

- F. National Guard or Armed Forces Leave. Unpaid leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event the employees are ordered to active duty, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.
- G. Application for Leave. Any employee interested in applying for an unpaid leave of absence must submit a written application to the Superintendent which includes the requested beginning and ending date of the leave and the purpose for requesting the leave.
- H. Unpaid leaves shall be without Board paid benefits, except as required by the Family Medical Leave Act.
- I. During an authorized unpaid leave of absence, the Board reserves the right to fill the position of the absent regular employee with a substitute. Upon expiration of the leave, the employee will be returned to his/her position if in existence, or if not, to a comparable position. Return shall be subject to the operation of the reduction of personnel procedures of this agreement.
- J. Seniority shall not accrue during unpaid leaves of absence.
- K. Any employee who willfully misrepresents the facts pertaining to an absence or otherwise abuses the unpaid leave provisions of Agreement may be subject to discipline up to and including dismissal.
- L. At least fifteen (15) calendar days prior to the date a leave is scheduled to expire, the employee shall notify the Superintendent of his/her intent to return to work. Failure by the employee to give notice of return shall be deemed a resignation.

## **ARTICLE X HOLIDAYS**

- A. All full year employees shall have the following days off with pay unless school is in session on the holiday. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the holiday off fall on a Saturday or Sunday, either Friday or Monday shall replace that day at the option of the Employer.

Friday before Labor Day	New Year's Eve
Labor Day	New Year's Day
Thanksgiving	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Eve	June 19th
Christmas Day	July 4

All other employees will have the following as paid holidays: Memorial Day, Labor Day, Thanksgiving, Christmas Eve, Christmas, New Year's Day, and Good Friday.

In the event the school year starts before Labor Day, the less than twelve (12) month employees will receive Labor Day as a paid holiday.

In the event the school year starts after Labor Day, the less than twelve (12) month employees will receive the Friday after Thanksgiving as a paid holiday.

B. General Provisions

1. For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.
2. An employee must work the entire last regularly scheduled workday preceding and following the holiday in order to receive holiday pay unless the employee has an approved PTO Day, vacation preceding or following a holiday, or was on a sick day.
3. Probationary employees shall be eligible for paid holidays.

## **ARTICLE XI VACATIONS**

- A. All fifty-two (52) week employees starting initial employment during the fiscal year shall earn one day of vacation for each complete month worked to the end of that fiscal year but not exceeding five (5) days. Days may be taken after July 1, as scheduled below.

On July 1 after the employee's original date of hire date, the employee will be credited with a number of eligible vacation days prorated on the number of months worked prior to July 1. The following July 1 the employee will be credited with the amount of days they earned in the previous year plus the eligible vacation days earned in the second year of employment.

Upon completion of two complete fiscal years of service through the fifth year, all fifty-two (52) week employees will receive ten (10) full working days of vacation with pay. Days may be taken after July 1, as scheduled below.

After seven (7) years of service, all fifty-two (52) week employees will receive fifteen (15) full working days of vacation with pay. After fifteen (15) years of service, such employees will receive twenty (20) full working days of vacation with pay.

- B. Vacation requests shall be submitted to the supervisor at least ten (10) days prior to the vacation date. Vacations will be granted to the person/persons requesting first. Employees cannot be bumped from vacation dates once they are scheduled.
- C. The Superintendent shall have the authority to grant or deny the period of time requested. No vacations shall be authorized during the two (2) weeks prior to the start of school in the fall.

Unused vacation days, up to five (5) days, would be paid out at per diem rate. Vacation days beyond five (5) not used during the fiscal year shall be lost.

## **ARTICLE XII GENERAL**

- A. Any employee desiring to resign shall file a letter of resignation with the Superintendent of Schools at least ten (10) working days prior to the effective date of such resignation.
- B. Employees who are directed by the building principal or immediate supervisor to use their own car for carrying out responsibilities for the school system shall be reimbursed for their mileage at the regular rate and procedure as established by Board policy.
- C. Uniform Allowance
  - 1. The Food Service, Custodial/Maintenance, and repair person employees will be provided three hundred (\$300.00) uniform allowance annually.
  - 2. The District will purchase shirts/tops after the parties have mutually agreed on color, style, etc. Each individual's remaining uniform allowance will be distributed by October 30 and is to be used for purchasing shoes and pants. Any customizing set-up charges will not be charged against the uniform allowance.
  - 3. The Bus Drivers will receive a jacket after completing the first full year of employment. After the first full year of employment, Bus Drivers will receive one hundred fifty dollars (\$150.00) per year uniform allowance. These funds will be spent at the Bus Driver's discretion for boots, gloves, jeans or another jacket.
  - 4. Uniform allowance will be paid through payroll and in accordance with the law.
  - 5. Any employee who works in more than one classification, will receive the uniform allowance with the highest value of the classifications in which they work.
- D. Deductions. The Board agrees to make available to the employees covered by this Agreement any payroll deduction services, which are available through the School District, such as Savings Bonds, Credit Union, Board approved insurance options, annuities, etc.
- E. Physical Examination. The Board agrees to pay the full cost of any physical examination by the Employer's selected physician required of new employees who are hired by the Board. Current employees who are required to have a physical examination may at their option have their own physician conduct the examination and the Board shall reimburse the employee up to the cost of the Board Physician's fee. Employees must submit the physician's bill for payment through their medical insurance coverage. The Board will pay the difference

provided the total of the employee's physician's charges and what the Board reimburses is no more than what the Board Physician's fee would have been. The Employee seeking reimbursement must provide mutually satisfactory proof of a cash outlay in order to receive reimbursement. Such proof may include, among other things, the Insurance Company's Explanation of Benefits, the examining physician's bill/receipt. The Board reserves the right to require a second or third opinion as per Article IX Unpaid Leaves, Paragraph N.

- F. The Association agrees that employees shall at all time act in accordance with applicable law.
- G. The Association agrees that upon expiration of agreement, salaries shall remain the same until successor agreement is ratified.
- H. The District and Association understand and agree that in accordance with section 15 of Michigan's Public Employment Relations Act, MCL 423.215(5), as amended, any emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1575, shall be allowed and reject , modify or terminate this Agreement as provided for in the local financial stability choice act, 2012 PA 436, MCL 141.1541 to 141.1575.

### **Article XIII**

## **INSURANCE PROTECTIONS**

The Board of Education agrees to furnish to all eligible employees Option 1 or Option 2. Unless otherwise required by law, including the Patient Protection and Affordable Care Act, an Employee shall be considered eligible if the Employee works at Onsted Community Schools for eight (8) hours per day, ten (10) months. Employees shall receive insurance during a twelve-month period, so long as the Employee pays their portion of the medical benefit plan costs and other insurance premiums/costs.

Onsted Community Schools will annually distribute through district email the medical and ancillary benefit highlights, including dental insurance programs, term life insurance programs, vision insurance programs, and long-term disability programs, identified in the Lenawee/Hillsdale County Health Consortium A. Any plan changes within consortium A will be agreed upon by HLCEA Consortium Steering Committee and The Lenawee/Hillsdale County Consortium Governing Board.

The Board and Association agree to become a member of the Lenawee County Healthcare Consortium, effective July 1, 2015.

All insurance coverages are based upon the Consortium A plans and contingent on consortium A rates. Should Onsted Community Schools leave the consortium, insurance coverages and employee cost shares will continue as listed below unless a different agreement is negotiated.

- A. Option 1 – Medical, Vision, Dental, Life, LTD – Full Family, Two-Person, or Single Coverage The Board will provide, selected by the member during open enrollment, any of the four (4) MESSA plans included in the Lenawee/Hillsdale County Health Consortium.
1. The District shall pay the current premium costs caps annually adjusted as determined by the State Treasurer as established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. As provided in that law, the District may deduct the employee's proportional cost of the medical benefit plan from compensation due to the employee.
  2. For the Delta Dental coverage - Onsted Community Schools will pay the premium for each bargaining unit member enrolled in Option 1 as defined by Lenawee/Hillsdale County Health Consortium A.
  3. MESSA term life insurance as defined by the Consortium plan. Onsted Community Schools will pay the premium for each bargaining unit member enrolled in Plan A.
  4. Vision Service Plan (VSP) – The Vision plan shall be defined by the Lenawee/Hillsdale County Health Consortium A. Onsted Community Schools will pay the premium for each bargaining unit member enrolled in Lenawee/Hillsdale County Health Consortium A.



5. Long Term Disability. The Board agrees to provide to all Employees an insured income continuation plan for disability extending beyond the Employee's accumulated sick leave. The income continuation plan and insurance carrier are as set forth in the Lenawee/Hillsdale County Health Consortium A as mutually agreed upon. For long term disability insurance, Onsted Community Schools will pay the premium for each bargaining unit member.

B. Option 2 – Cash-in-Lieu Option

1. Employees may elect to not participate in the group health insurance Plan A as described in E.2 above.
2. Alternatively, Option 2 may be chosen and is as follows: The Board will pay a cash in lieu benefit for those employees declining medical insurance in the Lenawee/Hillsdale County Health Consortium A. Employees who choose to receive the cash-in-lieu must first show proof of alternative minimum essential medical coverage outside of the Health Insurance Marketplace per the Affordable Care Act.
3. For those employees declining participation in Option 1, the Board will pay \$5100 per year as a cash option over 26 pays.
4. For the Delta Dental coverage, Onsted Community Schools will pay the premium for each bargaining unit member enrolled in Option 2 as defined by the Lenawee/Hillsdale County Health Consortium A.
5. MESSA term life insurance as defined by the Lenawee/Hillsdale County Health Consortium A. Onsted Community Schools will pay the premium for each bargaining unit member enrolled in Option 2.
6. Vision Service Plan (VSP) – The Vision plan as defined by the Lenawee/Hillsdale County Health Consortium A. Onsted Community Schools will pay the premium for each bargaining unit member enrolled in Option 2.
7. The amount of the cash payment received may be applied by the employee to a tax- deferred annuity. To elect a tax-deferred annuity, the employee shall enter into a salary reduction agreement.

C. All costs relating to the implementation and administration of the Section 125 program shall be borne by the employer.

D. Part time employees shall be provided with part time benefits prorated to hours worked.

E. All other benefits shall apply and be prorated as per this contract and length of contracted employment except that where a staff member has already attained

100% of insurance/annuity entitlements; no additional payments will be allowed according to this additional employment provisions.

- F. Any contribution amounts which may include fees, taxes, medical benefit plan costs (as defined within Community Act 152 of 2011, as amended), and other insurance premiums/costs, exceeding the Board's contribution shall be payroll deducted from the wages of the enrolled Employee or if payroll is insufficient, paid directly by the bargaining unit member no later than the 1st of the month in which the payment is due.

**ARTICLE XIV  
JOB DESCRIPTIONS AND NEW JOBS**

A. For each classification, the employer will develop job descriptions and MAY consult with the association. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The descriptions will include at a minimum:

1. Job title
2. Minimum requirements
3. A statement of required tasks and responsibilities

Evaluations of bargaining unit members' work performance shall generally be based upon said job description.

Job descriptions for each bargaining unit classification will be available no later than August 1st of each school year.

B. New Jobs. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union of the classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation. Such jobs may be filled on a temporary basis as provided for in the Agreement.

**ARTICLE XV**  
**SCOPE, WAIVER, AND ALTERATION OF AGREEMENT**

- A. The Union and District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the District.
- B. The District agrees it will not lock out employees during the term of this agreement. This provision shall not be construed to prohibit the District from sending employees home during a strike by another labor group or by the Union and/or certain of its members in violation of Section A.
- C. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices that are inconsistent with this agreement, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- D. If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any competent jurisdiction or tribunal, or its compliance with enforcement of any Article or Section should be restrained by such tribunal, the remainder of the Article shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## **ARTICLE XVI GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
  - 1. The termination of services of or failure to re-employ any probationary employee.
  - 2. Employee evaluations.
  - 3. Any matter for which there is recourse under State or Federal statutes.
- C. The term "days" as used herein shall mean days in which the administrative offices of the District are open. Time limits may be extended upon written mutual agreement between the parties.
- D. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant(s) or Association (see attached Appendix D)
  - 2. It shall be specific;
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violations;
  - 4. It shall cite the section or subsections of this contract alleged to have been violated;
  - 5. It shall contain the date of the alleged violation;
  - 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth.

### E. Procedure

#### 1. Procedure: Level One

If the Association or an employee alleges a violation of the express provisions of this contract, they shall within seven (7) days of the alleged occurrence orally discuss the grievance with the affected supervisor.

If no resolution is obtained within three (3) days of the discussion, the Association or the employee shall reduce the grievance to writing and file with the affected supervisor within five (5) days of the initial discussion.

Within five (5) days of receipt of the written grievance, the supervisor shall render a decision in writing.

If no resolution is obtained, the Association or the employee shall proceed within five (5) days of receipt of the supervisor's decision to Level Two.

2. Procedure: Level Two

A copy of the written grievance and the supervisor's decision shall be filed with the Superintendent or his designated agent. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated representative, at the option of the grievant, and/or the Association to discuss the grievance.

Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his decision in writing.

3. Procedure: Level Three

Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within five (5) business days from date of receipt of the decision rendered by the Superintendent of Schools, and the Board of Education shall meet with a UniServ Director of the Association at a time mutually agreeable to them.

The Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of their meeting with the UniServ Director of the Association

4. Procedure: Level Four

If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance must be submitted to the Association.

If the Association is not satisfied with the disposition of the grievance, the grievance may be submitted to the American Arbitration Association in accordance with their rules which shall likewise govern the arbitration proceedings.

The Arbitrator, the Association, or the Employer may call any relative person as a witness in any arbitration hearing.

Each party shall be responsible for the expenses of the witnesses that they may call.

The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of the Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto.

The fees, expenses and filing fees of the Arbitrator shall be paid by the losing party.

Neither party shall be permitted to present in the arbitration hearing any evidence, whether written or oral, that had not been disclosed to the other party in any of the previous steps of the grievance procedure.

The decision of the Arbitrator shall be final, conclusive and binding upon all Employees, the Employer, and the Association, subject to review in accordance with the applicable standards for judicial review.

If the grievance is processed to arbitration, the parties may mutually agree to submit the grievance to expedited arbitration under the rules of the American Arbitration Association.

The parties may mutually agree to an arbitrator outside of the list provided.

An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.

The arbitrator shall have no power to issue a back pay award neither for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed.

## **Article XVII Evaluation**

- A. Each employee shall be apprised of evaluation criteria derived from contractual job descriptions, at the time of his/her employment.
- B. Each employee shall be formally evaluated by his/her immediate supervisor no less than once every two years on the appropriate classification evaluation form. See Appendix E.
- C. A copy of the written evaluation shall be given to the employee during a conference within ten (10) days of the evaluation. If deficiencies are observed, they shall be specifically noted along with recommendations for improvement.
- D. The employee's signature does not necessarily mean that he/she agrees with the evaluation. The employee may submit additional comments to the evaluation which shall be attached.
- E. Evaluations may be considered when assessing job performance but will not be the sole determinant factor for the possibility of termination of employment.



**Article XVIII**  
**Duration of Agreement**

This Agreement shall be effective upon ratification of both parties and shall continue in effect until the 30th day of June 2027.

ONSTED EDUCATIONAL SUPPORT  
EDUCATIONPERSONNEL ASSOCIATION,  
ME/NEA

ONSTED BOARD OF

By: \_\_\_\_\_  
Association President

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Association Secretary

By: \_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
UniServ Director

\_\_\_\_\_  
Superintendent

## APPENDIX A Salary Schedules

OESPA	2024/25					
	step 0	step 1	step 2	step 3	step 4	step 5
Custodian	16.13	16.94	18.82	19.58	21.13	21.32
Paraprofessional	15.07	16.28	16.87	17.26	17.84	18.01
Head Cook	15.07	16.28	17.82	18.54	19.81	20.00
Cook/Cashier	14.39	15.54	16.11	16.47	17.03	17.19
Repairperson	16.80	17.78	19.60	20.40	22.01	22.21
Bus Driver	20.73	21.58	22.43	23.28	24.13	24.98
Extra Run	16.10					

OESPA	2025/26					
	step 0	step 1	step 2	step 3	step 4	step 5
Custodian	16.45	17.28	19.19	19.98	21.55	21.75
Paraprofessional	15.37	16.61	17.21	17.60	18.20	18.37
Head Cook	15.37	16.61	18.18	18.91	20.21	20.40
Cook/Cashier	14.67	15.85	16.43	16.80	17.37	17.53
Repairperson	17.14	18.14	19.99	20.81	22.45	22.65
Bus Driver	21.14	22.01	22.88	23.75	24.61	25.48
Extra Run	16.10					

OESPA	2026/27					
	step 0	step 1	step 2	step 3	step 4	step 5
Custodian	16.62	17.46	19.38	20.18	21.77	21.97
Paraprofessional	15.53	16.77	17.38	17.78	18.38	18.55
Head Cook	15.53	16.77	18.36	19.09	20.41	20.60
Cook/Cashier	14.82	16.01	16.59	16.97	17.55	17.71
Repairperson	17.31	18.32	20.19	21.02	22.67	22.88
Bus Driver	21.36	22.23	23.11	23.98	24.86	25.73
Extra Run	16.10					

**Step 5 for those employed 8 years or more.**

**Bus Drivers:** A regular run shall be based on 1.5 hours. The LISD Tech Center run shall be paid as a double run.

**Food Service:** Certification Pay will be a flat fee of \$95.00 per year.

**Longevity:** Food Service (cooks, cook's helpers and cashiers), Bus Drivers, and Paraprofessionals:

\$400.00 will be paid seven (7) to ten (10) continuous years of service.  
\$450.00 will be paid eleven (11) to fifteen (15) continuous years of service.  
\$500.00 will be paid after twenty (20) continuous years of service.

Longevity pay for Food Service, Paraprofessionals and Transportation will be paid on the payroll period covering the Holiday/December Break.

**Longevity Custodial-Maintenance (225+ Day Contract)**

\$500.00 will be paid seven (7) to ten (10) continuous years of service.  
\$550.00 will be paid eleven (11) to fifteen (15) continuous years of service.  
\$600.00 will be paid after twenty (20) continuous years of service.

**Longevity General**

A separate longevity check shall be issued each year prior to the December recess.

Longevity will be calculated from the employee's original date of hire.

Longevity pay for Food Service, Paraprofessionals and Transportation will be paid on the payroll period covering the Holiday/December Break.

The current longevity (\$175) for the support staff who are between 5 and 7 years. Those affected will finished their 6th year and will need to work next year to be eligible for the new Longevity at year 7.

**Commented [GS1]:** Need the LOA for 2 employees before removing.

**Miscellaneous**

All employees shall be moved from one step to the next at the beginning of the fiscal year. To be credited for a year, the employee must have worked ninety (90) days in the previous fiscal year.

Bus drivers after satisfying a ninety (90) day probationary period will move from step 0 to step 1.

The seniority and/or placement on the pay scale will transfer from one position to another within a classification.

Beginning with the first pay, all payroll payments will be made by electronic deposit. No check stubs will be printed or mailed, as all information is available on the District Website with password protected access for each employee.

All support staff employees will be paid biweekly following the Onsted Community Schools Payroll Schedule based on actual dates worked. Prior to any change to the pay periods, the Association will be notified.

The District will make those payroll deductions which are required by law, and which are allowable by the District and expressly authorized in writing by the employee.

## **APPENDIX B BUS DRIVERS**

### **A. Assignments for Bus Drivers**

1. At a mutually agreed upon time, the bus drivers shall meet to bid in writing on all regularly scheduled runs for the following year.
2. No less than five (5) business days before this meeting:
  - a. The date and time of the meeting shall be communicated to all Bus Drivers in writing.
  - b. A written description of each run will be posted in the bus barn. The description will include the following:
    - (i) Run map with description
    - (ii) Mileage
    - (iii) Departing time
    - (iv) Length of run.
  - c. Runs shall be assigned to the most senior bus driver bidding on the run. Written proxy bids will be allowed. otherwise, all bidding will be done in person.
3. The definition of a regular run will be the regularly scheduled transportation of students from home to school or school to home.
4. The employer may, at its sole discretion, maintain one (1) or more bus driver position(s) without a regular run assignment. The purpose of this position is to fill in for absent bus drivers. Other duties may be assigned when not driving. When vacant runs become available, this bus driver may be assigned the run. The employee filling this position is entitled to all rights and obligations under this agreement.

### **B. Bargaining Unit Work**

1. All bus drivers transporting students will be in the bargaining unit and classified as bus drivers. All bus drivers will hold a current CDL, Michigan bus driver certificate with the "S" endorsement.
2. **Definition of Vehicle:** All runs or extra run(s) driven in cars, vans or any moving vehicle owned/leased by the Board used to transport seven (7) or more students will be posted for bargaining unit bus drivers.

- C. **Bus Driver's Working Time:** Bus Driver's working time may include but is not limited to, the following duties: Checking in to the bus garage, fueling the bus, pre-tripping, sweeping out the bus, and/or meeting with bus supervisor.

A regularly scheduled run will be no less than one and one-half (1- 1/2) hours in duration. If a bus driver completes a regular run in less than one and one-half (1-1/2) hours, the bus supervisor may schedule bus driver duties to complete the one and one-half (1-1/2) hours working time.

Bus drivers are required to be in the bus line with their bus for daily, regularly scheduled afternoon runs five minutes before school is dismissed.

- D. **Elimination of a Bus Run:** When a run is eliminated the bus driver can bump any less senior bus driver.
- E. **LISD Tech Center:** The definition of a LISD Tech Center run is a run from the school to the Lenawee County Intermediate School District Technical Center and then back to the school when the classes are dismissed. The bus driver will be compensated pay at the regular run wage.
- F. **Continuation Run:** The definition of a continuation run will be a regular run that needs to be extended, and the duration of the run is over one and one-half (1-1/2) hours. Bargaining unit members will be compensated the regular run rate for any time worked over the one and one-half (1-1/2) hours as stated in Appendix A.
- G. **Temporary Run:** A temporary run is a run that occurs during a short week and/or is not a permanent run. When a temporary run occurs, the temporary run will be posted.
- H. **Reporting Pay**
1. Bus drivers called or permitted to come to work without being notified of cancellation or delay shall be paid in one of two options determined by the bus driver.
    - a. Option 1. The bus driver will be paid two (2) hours pay. Pay for a run will be the normal run rate. Pay for an extra run will be the extra run rate.
    - or-
    - b. Option 2. The bus driver will be eligible for an extra run. The extra run will be assigned in the order of rotation used in the last extra run schedule.
- I. **Extra Runs**

1. The definition of an extra run will be any athletic trip, field trip or any run that is not daily transportation/regularly scheduled run(s) of students from home to school or school to home.
2. Bus drivers will receive fifteen (15) minutes pre-trip time and fifteen (15) minutes post-trip time. Bus drivers are expected to clean and fuel the bus that was used for the extra run. The bus used for transportation on an extra run will be assigned/approved by the Transportation Supervisor. Drivers' normal daily run bus will be assigned if available.
3. Upon satisfying the ninety (90) working day probation period, bus drivers will be allowed to apply for extra runs beyond his/her normal daily bus run or assignments as a substitute bus driver.
4. Request and confirmation of run/trips outside the regularly scheduled runs.

In an effort to keep the lines of communication open, the Transportation Supervisor and/or his/her designee and the person(s) requesting any run/trip outside the regularly scheduled runs will follow this procedure:

- a. A written Request for Trip form will be completed by the person(s) requesting the trip. Any trip or trip cancellation will be included in this form. See attached Request for Trip Form, Appendix F. The form will include the date and time request was submitted to the Transportation Supervisor and/or his/her designee and the date, time, place and any special instructions of for the trip.as well as all relevant contact information for the person(s) supervising the Trip. The form will be signed by the person(s) making the request.
  - b. Upon receipt of the form the Transportation Supervisor and/or his/her designee will acknowledge receipt of the request with the date and time the request was received. The acknowledgment will be signed by the Transportation Supervisor and/or his/her designee. The completed form will be posted with the posting of the trip and a copy will be given to the bus driver assigned the extra run.
5. **Distribution:** Extra runs will be posted in chronological order by Wednesday at 3:30 p.m. Trips the supervisor receives after that time will be listed in the "late trip" section of the "Extra Run Sign-Up Sheet" in the order the supervisor received them. The Extra Run Trip Sheet shall be removed at 8 a.m. on Friday. Weeks that the calendar is shortened (i.e., Thanksgiving, Easter, or any other shortened week) the supervisor will post forty-eight (48) hours prior to the last workday and assign trips on the last workday.
  6. **Sign-Up:** All interested bus drivers shall sign up in person on an Extra Run Sign-up sheet which is placed in a locked box. The names shall then be

arranged on the basis of seniority. The run will be assigned to the next interested bus driver in rotation. Any more senior bus driver in rotation not signing up for the run shall be passed over and shall retain their rotational position on the list. In the event no bus driver or eligible sub accepts the run, the run will be posted as a short-notice trip, following the contractual language. No bus driver will be required to drive an extra run or short-notice trip.

7. The Transportation Supervisor shall post on the employee bulletin board the name of the employee or employees who are awarded the extra run.
8. An employee who drives an extra run shall be paid for actual time worked.
9. If drivers on steps 1, 2, 3 or 4 give up their a.m. or p.m. regular run in order to take an extra run, the driver will be paid their normal rate for the first 1.5 hours (90 minutes).
10. If an extra run is changed or canceled by the district, the bus driver scheduled for the extra run will receive \$45.
11. In the case of a bus driver canceling an extra run, the run will be posted and assigned as a short notice trip. The driver who cancels out of any extra trip shall be skipped in the rotation. A driver who cancels out of an extra trip will not be eligible for any outside trips the following week. However, the driver shall not be penalized for bereavement with pay.
12. **Overnight Trips:** If overnight lodging is required for a trip, the lodging and meals should be paid for and arranged by the Sponsor of the trip in advance of the trip. The driver's pay will be determined by pay for the run, length of actual competition or event, return trip to lodging and any pre/post trip procedures as with normal extra runs. They will not be paid for time outside of the event/competition or driving per other contractual language.
13. **Weekend Drop Runs**
  - a. Bus drivers transporting students on weekend extra run trips posted as "Weekend Drop" runs will receive a minimum of four (4) hours pay. The four hours includes the fifteen (15) minute pre- and post-trip prep times.
  - b. An adult must accompany students on the bus for all trips both ways.

J. **Summer Trip(s)**

1. Distribution in rotation of seniority for this provision will re-start on bus driver bid day and run through next school year bid day. See Appendix B, A.



Assignments for Bus Drivers.

2. All known summer trips will be chronologically posted and assigned the last day of school. Summer trips are any trips taking place after the last student day of the school year in the spring and prior to the first student day of the fall semester.
3. If a Summer Trip is changed or canceled by the district, the bus driver scheduled for the extra run will receive \$45.
4. The Transportation Supervisor will notify the bus driver if the trip is canceled.

K. **Short Notice Trips:**

1. The definition of a short notice trip is an extra trip that cannot be placed on the Extra Run Sheet prior to the normal assigning of the extra trips.
2. The district's transportation department must have at least one regular a.m. route time period or one regular p.m. route time period so the run may be posted. An a.m. route is 6:30 a.m. to 8:00 a.m. A p.m. route is 2:30 p.m. to 4:00 p.m.
3. In the event there is a short notice trip, the trip will be posted for two (2) regular runs, a.m./p.m. or p.m./a.m., on a distinctive colored form and posted in a visible place. The posting will list the trip destination, departure time, the group involved, any relevant contact information, the return time, any special information relating to the trip and the extra run rate as stated in Appendix A. A copy of the posting or Request for Trip Form will be provided to the bus driver assigned the trip.
4. Bargaining unit members interested in the trip will sign up on the short notice trip form. The bargaining unit member next in rotation with highest seniority will be awarded the trip. The driver who cancels out of any short notice trip shall be skipped in the rotation. A driver who cancels out of short notice trip shall not be eligible for any outside trips the following week. However, the driver shall not be penalized for bereavement with pay.
5. If a short notice trip is changed or canceled by the district, the bus driver scheduled for the extra run will receive \$45.

L. **Emergency Trips:**

1. An emergency trip will be defined as a request received by the district's transportation department with less than one a.m. or p.m. bus run time period. The Transportation Supervisor may appoint any bargaining unit member to drive this type of a trip at the extra run rate of pay.
2. In the event of an emergency if an employee with a CDL, who is not classified

as a bus driver, is required to drive a regularly scheduled run/extra run, the employee will be compensated one and one-half times his/her hourly rate or equivalent compensatory time.

M. **Bus Certification Tests:**

1. The Board shall pay for full cost of the Bus Certification Tests, including tuition, plus pay the employee the extra run rate of pay for attending the Bus Driver's School as required by the State of Michigan. In the event that a bus driver voluntarily terminates their employment before their 90-day probationary period expires, they will reimburse the District for training and testing fees incurred.
2. The Employer shall provide reimbursement for the cost of bus drivers' licenses (CDL) and staff's certificates and renewals required for an employee to perform his/her job after twelve (12) months of continuous employment with the District.

N. **Student Misbehavior**

1. Any case of student misbehavior or assault against a bus driver shall promptly be reported to the Transportation Supervisor/designee.
2. The bus driver, who drives the bus designated as special needs, will be provided a teacher assistant to assist with the special needs students.
3. The disciplinary consequences for students will be handled by the building principal/transportation supervisor. Bus drivers are encouraged to consistently report behavioral issues to the appropriate personnel. Results and recommendations addressing the student behavior or behavior modification plans will be communicated to the bus drivers in writing.

O. **Job Related Duties**

1. The Board shall pay the employees at the Regular Run rate of pay for all time worked for any job-related duties beyond their regular contracted time, which are required of the Employee by the Board. If there are job related duties (small repairs, cleaning, garage work), the Supervisor will offer them to drivers on a rotation based on seniority.

P. **Expense Allowance:** The Board shall reimburse the employee the cost of all admission tickets for an event in which the Bus Driver drives to, provided the bus driver is authorized to attend such event.

Q. **Breakdown Time:** The bus driver shall be paid regular run wages for all time in excess of their regular contracted run time when the bus driver is required to remain with his/her bus due to an emergency situation, or for time necessary to assist another bus driver in an emergency situation.

- R. Supervisor(s) shall maintain copies of their regular run maps in a designated area in the bus garage for use by substitutes.
- S. **Alcohol/Drug Testing for Bus Drivers:**
1. The Board will comply with the provisions of the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations. Compliance disputes are not subject to the grievance procedure with the exception of any alleged violation of section I-2 and I-3.
  2. The Association has the right to send one representative to any training session conducted for supervisors or other managers as required by the Act. Attendance will be without pay. Pay that is lost due to missing runs will not be made up.
  3. All time spent by a bus driver in testing and necessary travel time to/from the testing site will be paid at the extra run rate (Appendix A) When a bus driver misses a regular bus run because of testing, the bus driver will be paid either at the extra run rate or what would have been made on the regular run, whichever is higher. If a bus driver is still employed by the District after testing positive, pay for any follow-up testing will not be provided unless required by a medical doctor to make a final determination as to the accuracy of the positive test.
- T. Bus drivers will not be permitted to trade or switch any runs.
- U. **Student Illness:** In the event a student has an accident (for example, becomes sick to his/her stomach on the bus) the district will send another bus for the bus driver and students to transfer onto when requested and another bus is available, and the Transportation Director/designee is available. A bus driver may return to the bus barn and switch buses if short distance warrants. The bus driver will continue the run. The bus will be cleaned by the Transportation Supervisor/designee who has the proper training for cleaning.

**APPENDIX C  
KITCHEN INFORMATION**

Food service bargaining unit members will not be required to transport the food, equipment and/or other items in their private vehicles.

**APPENDIX D  
OESPA GRIEVANCE FORM**

<b>BUILDING/CLASSIFICATION</b>	<b>NAME GRIEVANT/ASSOCIATION GRIEVANCE</b>	<b>DATE FILED</b>
<b>STEP I: SUPERVISOR CONTACT/WRITTEN</b>		
<b>DATE CAUSE OF GRIEVANCE OCCURRED:</b>		
<b>PAGES AND LINES PERTAINING TO ALLEGED VIOLATION:</b>		
<b>RELIEF SOUGHT:</b>		
	<b>SIGNATURE</b> _____ <b>DATE</b> _____	

**STEP I CONTINUED**

<b>STEP I CONTINUED</b>	
<b>DISPOSITION OF SUPERVISOR:</b>	
	<b>SIGNATURE</b> _____ <b>DATE</b> _____
<b>DISPOSTION OF GRIEVANCE AND/OR ASSOCIATION:</b>	
	<b>SIGNATURE</b> _____ <b>DATE</b> _____

**STEP II: SUPERINTENDENT**

**DATE SUBMITTED TO  
SUPERINTENDENT:**

**DISPOSITION OF  
SUPERINTENDENT:**

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**STEP III: BOARD OF EDUCATION**

**DATE SUBMITTED TO BOARD OF EDUCATION:**

**DISPOSITION OF BOARD OF EDUCATION:**

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_



## STEP I: ARBITRATION

DATE SUBMITTED TO  
ARBITRATION:

DISPOSITION AND AWARD OF  
ARBITRATOR:

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**APPENDIX E: EVALUATION FORMS**

**Paraprofessional  
Evaluation Instrument**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_

Please check one:  Job description – reviewed and current.  Evaluation (90-day probation)  
 Job description – needs revision  Annual Evaluation

Evaluation Criteria		Commendable	Acceptable	Needs Improvement	Unsatisfactory
1. <b>General Attitude toward Assignment</b> - Consider: Has a constructive outlook.  Comments: _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. <b>Ability to Work with Others</b> - Consider: Gets along well with associates and general public  Comments: _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. <b>Punctuality and Dependability</b> – Consider: Reports for work on time and stays at work until work is completed or until relief worker comes. Is dependable when working alone.  Comments: _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Paraprofessional's Evaluation Continued (page 2)*

		Commendable	Acceptable	Needs Improvement	Unsatisfactory
4. <b>Accuracy and Quality of Work</b> – Consider: Is accurate in assignments. Work is efficient and acceptable.  Comments: _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. <b>Public Relations</b> – Consider: Understands and practices good public relations with co-workers, parents and general public. Telephone conversations pleasant and businesslike.  Comments: _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. <b>Personal Appearance</b> – Consider: Neat, well groomed.  Comments: _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. <b>Use of English</b> – Consider: Uses well-chosen and correct words.  Comments: _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Paraprofessional's Evaluation Continued (page 3)*

		Commendable	Acceptable	Needs Improvement	Unsatisfactory	
8.	<b>Poise</b> – Consider: Self-possessed, professional demeanor.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	<b>Health</b> – Consider: Possess physical vigor and is free from nervous strain or physical handicap which might impair efficient performance.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	<b>Judgment</b> – Consider: Uses good judgment in all matters requiring individual decisions.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	<b>Loyalty</b> – Consider: Is loyal to the policies and programs of the school district.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<i>Paraprofessional's Evaluation Continued (page 4)</i>		Commendable	Acceptable	Needs Improvement	Unsatisfactory
12. <b>Initiative</b> – Consider: Capable of self-direction and has the ability to accomplish work often unassigned.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. <b>General Comments and Recommendations:</b> _____ _____ _____					

**Recommendations for further employment:**

- Continued employment
- Continued employment with use of required improvement plan (plan of assistance).
- Termination of employment recommended. (Supporting information must be attached.)

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*The employee's signature does not necessarily indicated agreement – rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.

*I disagree with this evaluation.*       *I plan to file a written rebuttal.*

**Employee Comments:** \_\_\_\_\_  
\_\_\_\_\_

## Bus Driver

### Evaluation Instrument

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_

Please check one:      \_\_\_\_\_ Job description – reviewed and current       Evaluation (90 day probation)

                                 \_\_\_\_\_ Job description – needs revision       Annual Evaluation

Evaluation Criteria		Commendable	Acceptable	Needs Improvement	Unsatisfactory
1. <b>Quality of Work</b> - Consider: driving performance; reliability; accuracy in completing paperwork; warm-up, fuel and safety checks, cleaning, etc. Demonstrates dedication and time to the job.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. <b>Knowledge and Skills</b> - Consider: Knowledge of State Department of Education and school policy in regard to bus driver regulations; ability to work effectively and safely with all appropriate equipment; ability to communicate effectively  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. <b>Job Approach</b> – Consider: Reliability; good judgment; initiative; ability to plan and organize, follow instructions and be flexible and adaptable. Ability to solve problems.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Bus Driver's Evaluation Continued (page 2)**

		Commendable	Acceptable	Needs Improvement	Unsatisfactory
4. <b>Personality and Attitude</b> – Consider: Cooperative; positive working relationships with fellow employees; effectiveness in dealing with students, parents and public; professional demeanor; neat appearance, etc. Communication skills, listens and responds to opinions of others.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. <b>Dependability</b> – Consider: Attendance; punctuality; promptness; meets obligations, accepts obligations, accepts responsibility, etc.; committed to continuous improvement.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. <b>General Comments and Recommendations:</b> _____ _____ _____ _____					

**Recommendations for further employment:**

- \_\_\_\_ Continued employment
- \_\_\_\_ Continued employment with use of required improvement plan (plan of assistance).
- \_\_\_\_ Termination of employment recommended. (Supporting information must be attached.)

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*The employee's signature does not necessarily indicated agreement – rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.

*I disagree with this evaluation.*       *I plan to file a written rebuttal.*

**Employee Comments:** \_\_\_\_\_  
\_\_\_\_\_

**Food Service**  
**Evaluation Instrument**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_

Building: \_\_\_\_\_

Please check one: \_\_\_\_\_ Job description – reviewed and current

Evaluation (90 day probation)

\_\_\_\_\_ Job description – needs revision

Annual Evaluation

Evaluation Criteria		Commentable	Acceptable	Needs Improvement	Unsatisfactory
1. <b>Quality of Work</b> - Consider: Performance, neatness, creativity, sanitation and safety, food preparation, etc. Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. <b>Quantity of Work</b> - Consider: Total output, meeting deadlines and peak workloads, etc. Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. <b>Knowledge and Skills</b> - Consider: Knowledge and skills in present duties, knowledge of school lunch regulations, ability to work effectively and safely with all appropriate equipment, ability to communicate effectively, use of basic math, etc. Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



*Food Service Evaluation Continued (page 2)*

		Commendable	Acceptable	Needs Improvement	Unsatisfactory
4. <b>Job Approach</b> – Consider: Reliability; good judgment, initiative; professionalism, ability to plan and organize, ability to follow instructions, ability to be flexible, etc.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. <b>Personality and Attitude</b> – Consider: Working relationships with fellow employees, effectiveness in dealing with students, parents or public. Neat appearance, professional demeanor, etc.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. <b>Dependability</b> – Consider: Attendance; punctuality; promptness; accepting responsibility, meeting obligations, etc.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. <b>General Comments and Recommendations:</b> _____ _____ _____ _____					

**Recommendations for further employment:**

- \_\_\_\_\_ Continued employment
- \_\_\_\_\_ Continued employment with use of required improvement plan (plan of assistance).
- \_\_\_\_\_ Termination of employment recommended. (Supporting information must be attached.)

**Food Service Evaluation Continued (page 3)**

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*The employee's signature does not necessarily indicated agreement – rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.

*I disagree with this evaluation.*

*I plan to file a written rebuttal.*

**Employee Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Building Service

(Includes Custodial/Maintenance, Repairman, Head Mechanic and Bus Garage Assistant)

### Evaluation Instrument

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_

Building: \_\_\_\_\_

Please check one:     Job description – reviewed and current

Evaluation (90 day probation)

Job description – needs revision

Annual Evaluation

Evaluation Criteria		Commendable	Acceptable	Needs Improvement	Unsatisfactory	
1.	<b>Quality of Work</b> - Consider: Performance, neatness, creativity, etc. Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	<b>Quantity of Work</b> - Consider: Total output, meeting deadlines and peak workloads, etc. Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	<b>Knowledge and Skills</b> - Consider: Knowledge and skills in present duties, breadth of knowledge in general field or work; ability to work effectively and safely with all appropriate equipment; ability to communicate effectively, etc. Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Building Service Evaluation Continued (page 2)**

		Commendable	Acceptable	Needs Improvement	Unsatisfactory
4. <b>Job Approach</b> – Consider: Reliability; good judgment, initiative; professionalism, ability to plan and organize, ability to follow instructions, ability to be flexible, etc.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. <b>Personality and Attitude</b> – Consider: Working relationships with fellow employees, effectiveness in dealing with students, parents or public. Neat appearance, professional demeanor, etc.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. <b>Dependability</b> – Consider: Attendance; punctuality; promptness; accepting responsibility, meeting obligations, etc.  Comments: _____ _____ _____	Staff Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Supervisor Response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. <b>General Comments and Recommendations:</b> _____ _____ _____ _____					

**Recommendations for further employment:**

- \_\_\_\_\_ Continued employment
- \_\_\_\_\_ Continued employment with use of required improvement plan (plan of assistance).
- \_\_\_\_\_ Termination of employment recommended. (Supporting information must be attached.)

**Building Service Evaluation Continued (page 3)**

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*The employee's signature does not necessarily indicate agreement – rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.

*I disagree with this evaluation.*

*I plan to file a written rebuttal.*

**Employee Comments:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX F  
Request for Trips Form  
(for trips outside daily runs)**

*DISTRICT FORM WILL BE PROVIDED BEFORE PRINT*

***Onsted Public  
Schools Request  
for Trip***

The top half of this form is to be completed by the person(s) requesting a trip outside the daily runs and submitted to the Transportation Supervisor and/or his/her designee.

Name of person(s) requesting the trip: \_\_\_\_\_

Phone number and best time to be reached: \_\_\_\_\_

Date of trip: \_\_\_\_\_ Time of trip: \_\_\_\_\_

Place of trip: \_\_\_\_\_

Special instructions: \_\_\_\_\_

Date and time this request was submitted to the Transportation Supervisor: \_\_\_\_\_

\_\_\_\_\_  
Signature of person(s) requesting the trip

\_\_\_\_\_  
Signature of building principal/athletic director/supervisor authorizing the trip

=====  
(The bottom half of this form is to be completed by Transportation Supervisor)

Acknowledgment of receipt of trip request

\_\_\_\_\_  
Date and time request was received: \_