

MASTER CONTRACT

2023-2026

CHEBOYGAN-OTSEGO-PRESQUE ISLE
EDUCATIONAL SERVICE DISTRICT SCHOOL DISTRICT

AND

CHEBOYGAN-OTSEGO-PRESQUE ISLE
EDUCATIONAL SERVICE DISTRICT

PARAPROFESSIONALS, TRANSPORTATION DRIVERS,
TRANSPORTATION RIDERS, AND SIGN LANGUAGE
INTERPRETERS
MFT, AFT, AFL-CIO

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CHEBOYGAN-OTSEGO-PRESQUE ISLE
EDUCATIONAL SERVICE DISTRICT

CHEBOYGAN-OTSEGO-PRESQUE ISLE BOARD OF EDUCATION
AND

C. O. P. PARAPROFESSIONALS, TRANSPORTATION DRIVERS,
TRANSPORTATION RIDERS AND SIGN LANGUAGE INTERPRETERS
MFT, AFT, AFL-CIO

MASTER CONTRACT

THIS AGREEMENT, entered into between the Board of Education of Cheboygan-Otsego-Presque Isle Educational Service District, Indian River, Michigan hereinafter called the "Board", "District", "Employer" and C. O. P. Paraprofessionals, Transportation Drivers, Transportation Riders and Sign Language Interpreters MFT, AFT, AFL-CIO, herein after called the "Federation."

ARTICLE I
RECOGNITION

Pursuant to Act 336, Public Acts of 1965, as amended, the District hereby recognizes the Federation as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the agreement for teacher paraprofessionals including:

All Paraprofessionals, Transportation Riders, Transportation Drivers and Sign Language Interpreters

But excluding:

Superintendent, Assistant Superintendent, supervisory employees, teachers, Contracted transportation and support personnel including Technology Services, Secretarial, General, Custodial, Finance and substitute employees of any kind.

Section 1: Work performed by members of the bargaining unit shall not be assigned to persons outside the unit without the consent of the Federation. Starting with the 1995-96 school year, work performed by members dealing with transportation may be sub-contracted.

Section 2: Establishment of new positions or functions related to Paraprofessionals, Transportation Drivers, Transportation Riders-and Sign Language Interpreters shall be the decision of the Board. Such matters as related to hours, wage rate, etc. will be subject to negotiations to the extent that those matters are not already covered in this bargaining Agreement. Assignment and transfer of staff members shall be vested in the Superintendent as determined by Board Policy.

Article I, Recognition, Continued:

Section 3: All personnel hired to fill such positions or perform such functions shall be considered to be members of the bargaining unit, and shall be subject to all terms and conditions of this Agreement.

Section 4: Fair Employment Practices

This Agreement shall be applied uniformly to all employees within the bargaining unit.

The Employer agrees that with respect to hiring, working conditions, and promotion practices, neither it nor its agents shall discriminate on the basis of age, disability, race, creed, color, national origin, sex, marital status, political activities, or membership or non-membership, or participation or non-participation in the activities of the Federation.

The Federation agrees to admit all bargaining unit members to membership without discrimination by reason of age, disability, race, creed, color, national origin, sex, marital status, political activities or prior membership or past participation in the activities of any employee organization.

All allegations of discrimination under this provision shall be processed under the state and federal laws creating those rights and are not subject to the grievance procedure within the collective bargaining Agreement.

The Employer, recognizing that well-qualified and able staff is a prerequisite to quality educational programs, agrees to seek out and recruit staff members who best fulfill these requirements.

ARTICLE II
EFFECT OF AGREEMENT

Section 1: The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

Section 2: If any provision of this Agreement is or shall at any time be found to be contrary to law by a final order of a court of competent jurisdiction, or becomes invalid due to legislative enactment, such provision(s) shall be severed from this Agreement and shall not be enforceable, except to the extent permitted by law.

Section 3: An Emergency Manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

Section 4: The Employer shall forward to the Federation a list of all employees

Article II, Effect of Agreement, Continued:

within the bargaining unit and their assignments at the commencement of the school year. Any assignments that are still pending shall be forwarded within five (5) business days after they are determined. Further, the Administration shall notify the Federation of any employee in the bargaining unit entering or leaving employment.

Section 5: The Board agrees to post the Master Agreement on the District website for employees to access and be generally available at any time. This shall constitute notification of provisions of the agreement.

Section 6: It is agreed by the Board that the Federation members shall be granted leave time for no more than twelve (12) days total, with individual members using no more than four (4) days each for Federation activities. These days shall not be used for the purpose of supporting strike activities. Any substitute employee costs incurred by the District will be reimbursed to the District by the Federation. It is further agreed by the Board that the Federation shall have access to and use of meeting space, equipment and bulletin board space in the work facilities for Federation purposes.

ARTICLE III
NEGOTIATION PROCEDURES

Section 1: Negotiations for a new Agreement or modifications of the existing Agreement shall begin at a time, date and place mutually determined by the Employer and the Federation.

Section 2: Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representative from within or outside the school district. While no final agreement shall be executed without ratification by the Employer and the Federation, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and recommend ratification in the course of negotiations.

Section 3: After ratification of this Agreement, either party may request conferences to discuss matters which may arise from time to time which are of mutual concern to the parties. Discussion during such conferences shall be limited to problems indicated on a written request for such conference. The conference shall be held at the earliest opportunity following such request. Any contract alteration which is mutually agreed upon, as a result of a labor/management conference, and which is ratified by the Employer and the Federation will take the form of a written amendment to the Agreement.

ARTICLE IV
GRIEVANCE

Section 1: A claim by an employee or the Federation that there has been violation,

Article IV Grievance, Continued:

misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance.

Section 2: The grievance procedure does not apply to any matters for which the employee or Federation has recourse under state or federal statutes.

Section 3: The Federation shall designate a committee whose spokesperson may assist in handling grievances when requested by the grievant. The Board hereby designates the Directors of Special Education and/or General Education or his/her designee to act as its representative at Level One as hereinafter described.

Section 4: The term "days" as used herein shall mean days in which the Educational Service District office is in operation. This time definition may be extended by mutual written agreement.

Section 5: Written grievances as required herein shall contain the following:

- It shall be signed by the grievant or grievants.
- It shall contain a synopsis of the facts giving rise to the alleged violation.
- It shall cite the section or subsections of this contract to have been violated.
- It shall contain the date of the alleged violation.
- It shall specify the relief requested.

Any written grievance not in accordance with the specified time limitations may be rejected as improper and have no further recognition. Such a rejection shall not extend the limitations hereinafter set forth. If a grievance is rejected for not meeting the specified requirements as stated above, it may be resubmitted one time within five (5) days after being returned to the grievant(s). Upon acceptance of the corrected grievance, the following procedure will be followed:

Section 6: LEVEL ONE - An employee alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence, orally discuss the grievance with the Director of Special Education and/or General Education or his/her designee in an attempt to resolve the same. The employee's shall notify the designated representative of the Federation of his/her grievance and may request his/her presence at the presentation of the grievance at the employee option. If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

Section 7: LEVEL TWO -A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One, which may contain the endorsement thereon of the approval or disapproval of the Federation. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated

Article IV Grievance, Continued:

Federation representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of same to the grievant, the Federation secretary, the Director of Special Education and/or General Education.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the Federation, the Federation within ten (10) days, appeal same to the Superintendent and the Board of Education by filing such written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the Agenda for the Board's next regularly scheduled Board meeting.

Section 8: LEVEL THREE - Upon proper application as specified in Level Two, the Board shall allow the Federation representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one month from the hearing of the grievance, the Board shall render its decision in writing.

Section 9: LEVEL FOUR - If the grievance is not settled at the preceding step, it may be submitted to Arbitration at the election of the Federation with a copy submitted to the Superintendent. Any arbitration proceeding will be governed by the provisions of the Uniform Arbitration Act, MLC 691.1681. If the decision by an arbitrator is split, the arbitrator's fees will be split on a percentage basis to be determined by the arbitrator. If the decision by the arbitrator favors one side only, then the arbitrator's fees shall be borne by the party against whom the arbitration decision is made.

ARTICLE V DISTRICT RIGHTS

Section 1: The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by the Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom, revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board.

Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in or conferred upon it from any source whatsoever, provided, however, that all the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provision to this Agreement and by State and Federal laws including, but not limited to Act 379 of the Michigan Public Acts of

Article V, District Rights, Continued:

1965. All Board policies remain unaffected by the terms of the contract except to the extent that the application of a policy would breach an expressed term of the collective bargaining agreement.

Section 2: Personnel Files

According to Board Policy employees are entitled to review copies of their personnel records as defined in the Bullard-Plawecki Employee Right to Know Act, Act 397 of 1978. All pertinent employment records will be in the personnel records. Employee medical records which are exempt from disclosure under FOIA and under the Americans with Disabilities Act will be maintained in a separate file. The employee shall have access, upon request, to both files.

The Employer shall provide notice to the employee of written disciplinary actions and written performance evaluations.

Section 3: Evaluations

Employee Evaluation: All employees upon employment and at the beginning of each school year will be apprised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.

Observation: Probationary employees shall be observed for the purpose of evaluation at least two (2) times during the Probationary Period.

Non-probationary employees will be observed for the purpose of evaluation at least once every two (2) years and the employee may request one sooner.

Formal evaluations will be conducted by the employee's administrator or their designee familiar with the employee's work.

Within a reasonable time after the observation, the employee will receive a written report of the observation, followed by a conference between the parties. At said conference and on the written evaluation, the evaluator will avoid generalities and specifically point out the employee's strengths and weaknesses and make suggestions for improvement.

Prior to placement in the employee's file, the written evaluation shall be submitted to the employee for review. The employee will have up to ten (10) days to submit additional comments to be attached to the evaluation.

All copies of the final evaluation will be signed by both the employee and the evaluator. There shall be no additions, deletions, or corrections after the

Article V, District Rights, Continued:

signatures are affixed.

Copies of evaluations shall be furnished to prospective employers upon request of the employee at the employee's expense.

Section 4: Disciplinary interviews and reprimands will be considered in private. An affected employee will, however, have the right in such instances to request the presence of a Federation representative at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance provided that it does not delay the interview more than two (2) school days. The Employer shall have a similar right to include a representative of its choice at such a meeting.

In order to ensure that the employee is aware of work related difficulties the employer will use a system of progressive discipline for non-probationary employees except in cases where the seriousness of the infraction or the grossness of the offense warrants a deviation from the same.

Section 5: The Federation and its representatives shall have the right to use the C. O. P. buildings at all reasonable hours for meetings. Such use shall require that the Federation follow established building scheduling procedures.

Section 6: A copy of all official regular Board meeting minutes shall be posted to the District's website within a reasonable time following all regular school board meetings.

Section 7: Duly authorized representatives from the Federation shall be permitted to transact official Federation business on the C. O. P. property at all reasonable times, provided that this shall not interfere with or interrupt normal C. O. P. operations.

Section 8: The Federation shall have the right to post notices of its activities and matters of Federation concern on adequate bulletin boards located in mutually agreed areas of C. O. P. School District buildings.

Section 9: The Employer shall make available to the Federation, within a reasonable time, any statistics, records, work schedules or other information which the Federation needs for preparation of bargaining demands, for implementation of the terms of this Agreement, or for processing grievances arising out of this Agreement.

ARTICLE VI
ASSIGNMENTS. VACANCIES. PROMOTIONS. TRANSFERS

Section 1: Vacancies will be posted for positions that remain unfilled and open after the Employer has completed the assignment and reassignment process.

Article VI, Assignments, Vacancies, Promotions, Transfers, Continued:

Vacancies will not be posted when they can be filled through recall of a laid off bargaining unit member.

A “vacancy” is defined as either a newly created position or an open position due to discharge, resignation, death, or permanent separation of a bargaining unit member that the Employer has determined to fill.

All vacancies shall be filled by the most qualified applicant. Where there is reasonable doubt regarding the relative weighing of these factors with respect to the qualifications of two or more applicants, the Employer shall resolve the issue unilaterally. Where the qualifications of two or more applicants for a job vacancy are found to be substantially equal by the Employer, the Employer shall make the final determination in filling the vacancy.

Responsibility for the assignment and transfer of bargaining unit members shall be vested in the Superintendent.

Section 2: When a vacancy occurs as defined in Section 1 above, in the C.O.P.-E.S.D., the Employer shall publicize the same by:

- Giving written notice of such vacancy to the Federation ten (10) business days in advance of outside advertising of such vacancy; and
- Emailing such vacancy to all employees simultaneously with written notice to the Federation.
- The Employer may request of the bargaining unit to simultaneously post the vacant position.
- During the summer, members will be notified by email and the vacancy will be posted on the district website.

Section 3: When a vacant position is filled, the Superintendent will notify the Federation President within ten (10) business days.

Section 4: For summer employment of operated classroom programs, the selection process will follow these priorities:

- Current assigned Federation classroom paraprofessionals
- Other Federation paraprofessionals
- Other Federation employees
- Outside personnel

For summer employment of operated bus transportation, the selection process will follow these priorities:

- Federation employees currently in the same job classification on the bus.
- Federation transportation employees currently working job classifications other than the bus.

- Other Federation staff members.
- Outside personnel.

Paraprofessionals who elect to fill summer positions, using the selection process outlined in this section, will receive a \$2 per hour incentive, which will be in addition to their hourly rate on the current step scale. If summer paraprofessional and transportation positions cannot be filled by April 30, despite diligent efforts to do so, existing paraprofessional/transportation staff may be required to fill summer positions. The Federation and Administration shall agree upon procedures which will involve the lowest seniority staff members who will be required to fill these positions. This procedure shall be rotated yearly in such a manner so that the staff who worked the previous summer will not be required to work the next following summer.

ARTICLE VII SCHEDULES AND HOURS

Section 1: The school year shall begin July 1 and end June 30 of each year.

Section 2: A school calendar shall be provided in August for the fall and winter program and in May for the summer program.

Section 3: Special Education Paraprofessionals of the Cheboygan-Otsego-Presque Isle Educational Service District will be expected to work the hours and days of the calendar for the program to which they are assigned as developed to be in compliance with State and MDE requirements. Personnel who take the option of summer employment for programs for students with severe cognitive impairments will work the full calendar to which they are assigned during the regular school year plus days and hours needed to meet state requirements for SCI programs beyond the regular school year calendar. Personnel working more than the regular school year shall be compensated at the same hourly rate, based on the negotiated employee salary schedule. Extra hours worked (inclusive of any assigned sub caller duties), with Administration approval, shall be compensated at the employees' hourly rate. Transportation drivers and riders will work the number of instructional days school is in session and students are present during the regular year.

Paraprofessionals that possess a valid substitute teacher permit and are assigned a substitute teacher role on any given day for a classroom, will be compensated at a rate of 50% of the daily sub rate in addition to their hourly pay. Any additional responsibility that requires work beyond the normal work day shall be negotiated by the Federation Negotiating Committee, Administration, COP Board of Education Bargaining Unit, and the individual involved. All overtime shall be pre-approved in writing by an appropriate Administrator.

Section 4: The basic C. O. P. work week shall be scheduled by the District. The basic C. O. P. work day for paraprofessionals shall be based on the local school district schedule where the classroom is located to meet

Article VII, Schedules and Hours, Continued:

the day and hour requirement. Time for lunch is included as part of the work day and is not duty-free.

The work time for transportation drivers and transportation riders will be on an hourly basis. The work time for transportation personnel will be determined by the Supervisor based on route length at the beginning of the school year. This may be changed due to additions and deletions of students.

Full time is defined as 1281 hours for the school year. Part time is defined as any hours less than 1281. Pay, fringe benefits, and other benefits will be prorated on number of hours worked.

Section 5: Paraprofessionals shall have one (1) fifteen (15) minute break for each 4 hours worked. Schedule for breaks will be developed by each classroom group. Personal use of phone/cell, texting, email, Internet, and other personal electronic devices will be limited to break periods and supervisor discretion.

Section 6: A preparation day is to be included in scheduled work days.

Section 7: Work beyond the basic work week or basic work day shall be assigned by the Supervisor, and shall be compensated by:

- A. Per Administrative request for a single occurring event, flex time off from regular work duties within the same work week.
- B. For work beyond the regular work schedule that occurs on a continuing basis, the employee will be compensated at the employee's regular hourly rate. All work beyond regular work hours requires preapproval by appropriate administrator and will require documentation on the regular bi-weekly time sheet.

Section 8: The Board shall reimburse the employee, if the employee's negligence did not contribute to or cause the loss, for all reasonable costs of the employee's personal property (i.e. glasses, clothing) damaged during working duties, while engaged on behalf of the Board that is not covered by the employee's insurance up to \$200.00. The employee must report the incident to his/her immediate Supervisor and complete an Incident Report within five (5) working days. Reimbursement will be made using the Expense Reimbursement form and procedures.

Section 9: Professional Development for Specialized Training

C.O.P. employees of this Federation provide an extensive range of specialized services. In order to further the practice of these services,
Article VII, Schedules and Hours, Continued:

training shall be provided by qualified instructors when the Federation and the administration deem it necessary. The Federation reserves the right to request specific training as needed. Employees will be required to provide services for medically fragile students after receiving appropriate specialized training. Procedures will be addressed in the Employee Handbook.

Employees will be notified of professional development through current method of notification used for other staff. Professional development requests will be considered based on relevance to daily job responsibilities as approved by direct supervisor.

ARTICLE VIII SENIORITY

Section 1: All seniority covered by this Agreement shall be credited for each day worked for all employees.

Section 2: Seniority shall be determined for each employee as his/her date of hire. A Seniority list will be published October 1st and given to the Federation for approval. Within (ten) 10 days of the posting/notification of the seniority list, any objections shall be filed. Thereafter the list shall be final and conclusive. Substitute employees do not acquire seniority.

Section 3: Seniority shall be determined for each employee effective his/her date of hire provided the employee has successfully completed his/her trial or probationary period.

Section 4: Absences from work due to illness, accident, leave of absence or lay-off shall not be construed as a break in continuous service except as hereinafter provided.

Section 5: Probationary Employees -There shall be no seniority for probationary employees. New employees hired under this contract shall be considered as probationary employees for the One Hundred Fifty (150) work days of their employment. When an employee completes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority from the date of original employment (first day worked). If more than one employee is hired on the same day, their seniority will be determined by lot. An employee will not be eligible for any fringe benefits of health, dental, disability or leave days of any kind, for the first ninety (90) calendar days of the probationary time. However, leave time will accrue from the start date of employment.

Section 6: Probationary employees shall receive the same rights and benefits afforded to all other employees in the bargaining unit unless specifically excluded elsewhere in this Agreement (Section 5 above).

Section 7: An employee shall lose his/her seniority for the following reasons:

- He/she resigns or retires.
- He/she is discharged and the discharged is not reversed through the grievance procedure.
- He/she fails to return to work within ten (10) working days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.

ARTICLE IX LAY-OFF

Section 1: The word "lay-off" means a reduction in the bargaining unit accomplished through elimination of positions, parts of position, or reductions in employee hours, or any combination of these measures.

Section 2: In the event of a lay-off, the order of lay-off shall be by seniority within each non-interchangeable job classification. Non-interchangeable Job classifications include: Paraprofessional, Bus Driver, Bus Rider, Language Facilitator and Student Engagement as covered in this bargaining agreement.

Section 3: The Board shall provide all employees with thirty (30) days notice prior to any lay-off whenever possible.

Section 4: Any laid-off employee with seniority shall be able to exercise his/her seniority right to bump into the lowest senior position within the non-interchangeable job classification being reduced. Employees may only bump the least senior person in their classification or downward within their non-interchangeable classifications. Employees with more seniority, who have been affected by a reduction in the workforce shall assume a position within the same job classification which is held by the least senior employee.

- A. The laid-off employee shall submit notice in writing that he/she will bump into the lowest senior applicable employee position being reduced within ten (10) working days of receiving lay-off notice.
- B. An employee who has bumping rights as set forth above shall have the right to accept the lay-off and the employee shall not be deemed to have refused work.
- C. The least senior employees who remain un-placed after the bumping is completed shall be laid-off.

ARTICLE X RECALL

Section 1: Employees laid-off through procedures as stated in this Agreement shall be maintained on a recall list by seniority for a period of two (2) years or until a position is offered and fails to report for work.

Section 2: The most senior laid-off applicable employees shall be recalled to the first non-interchangeable job classification opening from which the employee was laid-off or, if he/she had bumped down from his/her original position in the reduction of the work force before being laid-off, to such former position.

Section 3: Recall will be by email to employee's personal email address if on file with the Board or by written certified notice, return receipt requested to the employee's last known address and shall require that the employee return to work within ten (10) days after delivery. If an employee fails to report for recall, he/she shall be considered to have resigned, unless there are extenuating circumstances.

ARTICLE XI ASSIGNMENT

An employee working fewer than fifty-two (52) weeks per year, and who is requested by the Employer to work during the summer, shall be paid his/her current rate through June 30 and will move to the next school year rate effective July 1 of the next fiscal year.

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 1: Substitute Employees, Reporting Absences

Employees shall be individually responsible for notifying their supervisor and/or other a designated person when the employee will be absent from school prior to absence whenever practicable. In emergency situations where the employee could not possibly have anticipated the absence ahead of time, such notification must be made on the day the absence is to occur at times designated by the assigned substitute caller for the Gaylord-based classrooms and for the Cheboygan-based/Onaway-based classrooms. **Classroom staff are not to contact substitutes on their own.**

Paraprofessionals may perform activities such as student evaluation or those duties and responsibilities normally assigned to a certified professional provided they are under the guidance and supervision of a certified teacher.

Any absence from work requires the employee to complete an Employee Absence Report on-line and submit it to their supervisor. Failure to do this within five (5) work days, after returning to work could result in loss of pay for the work absence time period. Notice will be given to the employee when the Absence Report is successfully entered into the system to allow employees to retain proof of compliance.

An employee shall not be required to substitute in another position unless an emergency situation involving the safety or welfare of students requires a transfer of position within their assignment during the working hours.

The Board will make sincere efforts to have adequate substitutes available to fulfill this portion of the contract.

ARTICLE XIII MILEAGE REIMBURSEMENT

All mileage incurred in the use of personal vehicles as a part of the job responsibilities will be reimbursed at a rate based upon the accepted current IRS rate. Mileage shall be submitted on a mileage reporting sheet, approved by the Administration, and paid in a check. This mileage reporting sheet is due by the first Friday of the month.

Mileage will be paid from employee work center and back to the work center. Advance approval needed from Supervisor. Car pooling is encouraged.

ARTICLE XIV COMPENSATION

Section 1: Compensation shall be computed according to the Salary Schedule, which is incorporated into and made a part of this Agreement.

- Movement on the schedules shall be based on the most recent evaluation however an unsatisfactory evaluation may prohibit compensation advancement.
- Upon initial hire, Full credit up to eight (8) years may be given for prior related work experience as approved by Administration.

Section 2: The Employer shall reimburse transportation drivers for full cost of required licenses and/or certifications. Any physical required for licenses or certificates shall be paid for by the Employer. Any repeat costs due to failure of tests, etc., will not be reimbursed.

Section 3: Language Facilitators shall maintain certification as required by the Michigan Department of Civil Rights (ACR 393.5001, *et seq*) as certified by the Division on Deaf and Hard of Hearing (DODHH). Interpreters must also meet qualifications or be in a program to obtain the qualifications as determined/approved by the Michigan Department of Education. If an interpreter's certification lapses he/she will no longer be considered eligible for employment as an interpreter for the Deaf in a public school.

ARTICLE XV
INSURANCE PROTECTION

Pursuant to the authority as set forth in the Michigan Revised School Code, the Board agrees to pay a portion of medical benefit plan costs to the extent allowed by Public Act 152 on behalf of an eligible employee toward the purchase of insurance products or plans.

It is specifically understood that the Board shall name the insurance carrier (see health, vision, managed sick leave program, and dental) and all provisions of this article are subject to the provision of those carriers. Any changes of carrier will be made with prior knowledge of and communication with employees. In accordance with law under the Public Employees Health Benefit Act (PEHBA), the District is required to conduct periodic bidding of insurance costs.

FRINGE BENEFIT LIMITATIONS:

For new employees there are no fringe benefits for the first 90 calendar days of the probationary period.

The Board shall pay no more than the State defined hard cap for single person coverage, 2-person coverage, and for family coverage where applicable. For following years under this contract the increases will be determined in accordance with Public Act 270 of 2013 limits. Employees are responsible for all medical benefit plan costs for health insurance above the cap, with those amounts to be payroll deducted.

Employees hired prior to July 1, 2012 are eligible for Full Family, 2-Person or Single coverage for health benefits depending on Health Care plan eligibility. Employees hired on or after July 1, 2012 are limited to the Single subscriber hard cap regardless of plan eligibility.

For the dental and vision insurance the limitation is 6% increase over the previous year rate. Employees hired prior to July 1, 2012 are eligible for Full Family, 2-Person or Single coverage for dental and vision benefits depending on dental and vision plan eligibility. Employees hired on or after July 1, 2012 are limited to the Single Subscriber rate regardless of plan eligibility.

If in any year the total exceeds this limitation, a committee with two (2) paraprofessional union members and one (1) administrator will change the dental and vision benefit plan to meet the limitations or the employees will pay the amount above the limits.

Part-time paraprofessionals will have a pro-rata share of Health hard cap, Vision, and Dental insurance available based on their days/hours of work unless otherwise specified in this contract. The Board will pay a share based on pro-rata hours of work with the employee responsible for the remaining amount complying with above.

HEALTH:

Upon acceptance of written application, the Board agrees to pay the premium for each full-time Paraprofessional (35 hr/wk) with health care protection based on the limitations above under FRINGE BENEFIT LIMITATIONS. For Transportation drivers and Transportation riders, the Board will pay the premium of single subscriber hard cap.

Full family coverage will be available at group rates to part time employees at their expense.

HEALTH INSURANCE ALTERNATIVE:

Full time employees not electing to participate in the Health Insurance plan will do so in writing and shall have the opportunity to have a monthly Board paid tax sheltered annuity or other approved income plan in an amount limited to:

- For employees hired prior to July 1, 2012, the single subscriber hard cap, based on the change in the Medical Care Component of the US Consumer's Price Index, as adjusted by the State Treasurer by October 1st of **the PRIOR** school year.
- For employees hired after July 1, 2012, in the amount of \$4,000.

An employee may avail himself/herself of this alternative at the time of hire (if during an academic year) or during open enrollment or with a certificate of creditable coverage from another Group Medical policy with thirty (30) days of the qualifying event.

If an employee's alternate health insurance is cancelled due to a "qualifying event" (e.g. marital status change, death, spouse lay-off, etc. as defined by the IRS) health insurance may be resumed. The employee must enroll within thirty (30) days of the qualifying event.

GROUP TERM LIFE INSURANCE:

Upon acceptance of written application, the Board agrees to pay the premium on behalf of each paraprofessional employee, for Group term life insurance in the amount of \$48,000 with double indemnity provision for accidental death and dismemberment.

In the event a physical exam is required, the employee shall be responsible for costs. Availability is subject to the employee meeting eligibility criteria of the Insurance carrier.

MANAGED SICK LEAVE PROGRAM

A. SICK TIME – Each full-time (35 hrs/wk) paraprofessional will be credited with 70 hours of sick leave time to be given at the beginning of each academic year. Part time employees will receive a pro-rated share of sick leave (50% of full time equals 50% of full time sick leave). Sick leave days will be approved in full day or half day increments and should be requested in advance when practicable.

B. PERSONAL SICK BANK (formerly called "Personal Pools") – At the end of each school year, unused sick time hours (from A. above) will roll into the employee's Personal Sick Bank. These hours shall accumulate to not more than 245 hours and will have no cash or retirement value. Personal Sick Bank hours shall cover illness after Sick Time (A.) has been exhausted throughout the remainder of a long term disability (D.) elimination period. If the employee does not have enough hours accumulated in the Personal Sick Bank to cover the entire LTD elimination period, then the elimination period (or portions thereof) shall be unpaid.

C. FAMILY SICK LEAVE – Each academic year, up to 35 hours of Sick time can be utilized for the illness of an immediate family member, if hours are available. Immediate family member is defined as: biological, adopted or foster child, step child or legal ward, a child to whom the employee stands in loco parentis, Biological parent, foster parent, step parent, adoptive parent or legal guardian of employee, spouse or individual to whom the employee is legally married under the laws of any state, person who stood in loco parentis when the employee was a minor child, grandparent, grandchild, biological, foster and adopted siblings.

D. BONUS DAY - Employees will be granted One (1) BONUS day to be used at any time if all Seventy (70) hours are rolled from their sick time into their personal sick bank when not used at the end of the prior school year. A stipulation is that there must be a substitute available. Employees requesting a Bonus Day must have prior approval from their Administrator.

E. LONG TERM DISABILITY – The District will provide each full time paraprofessional with a long-term disability insurance policy of the Districts choosing. The Policy will provide a benefit after 30 calendar days (i.e. elimination period) of 66 2/3% of the contractual salary thereafter for the period of the disability. The duration of benefits will be as defined by law and the plan. Part time employees (as defined in the Policy as less than 20 hrs/wk) are not eligible for the plan.

F. FAMILY ILLNESS POOL – Each COP bargaining unit member shall donate seven (7) hours from his/her individual sick time allotment for the year as described below. This pool of hours will be used to cover contract members if they exhaust their individual family sick time and have a member of their immediate family either hospitalized or have acute care needs directly after hospitalization. The use of this pool shall be limited to 49 hours per school year per member.

This pool shall begin each year with a minimum number of days (whereas a day equals seven hours) equal to the total number of bargaining unit members. If the balance is below the minimum number, each bargaining unit member shall donate seven (7) hours of his/her sick time to the Family Illness Pool. If the minimum number is exceeded at the start of the school year, no donations will occur.

The liability of these pool hours shall be limited to the number established in the pool at the start of each year. The use of this pool shall be limited to the COP bargaining unit members. Requests for use of these pool hours shall be made to the Superintendent or designee.

G. If there are reasonable grounds to suspect the misuse of sick leave, an employee, upon request, shall promptly substantiate future sick leave by written physician statements, or by other evidence as the Superintendent or Sick Leave Committee may require. The Board reserves the right after four (4) continuous days to request a doctor's certification in regards to use of sick leave.

DENTAL:

Upon acceptance of written application, the Board agrees to pay the premium for each full-time paraprofessional (35 hr/wk) with dental care based on the limitations above under FRINGE BENEFIT LIMITATIONS. The maximum yearly personal benefit will be two thousand dollars (\$2,000.00).

Employees not eligible for dental insurance may purchase it at group rates during the open enrollment periods if permitted by the carrier.

VISION

Upon acceptance of written application, the Board agrees to pay the premium for each full-time paraprofessional (35 hr/wk) with vision care based on the limitations above under FRINGE BENEFIT LIMITATIONS.

Employees not eligible for vision insurance may purchase it at group rates during the open enrollment periods if permitted by the carrier.

ARTICLE XVI LEAVES

PERSONAL LEAVE:

Three (3) personal leave days not to exceed twenty-one (21) hours will be granted to full time employees. Personal days for employees working less than full time will be pro-rata. Unless an emergency situation exists, personal leave days require three (3) days prior notice to immediate supervisor. Personal leave days will be granted upon notification by established procedure to immediate supervisor and compliance with this section. Personal leave days will be approved in full day or half day increments.

Personal Leave days are to be used for personal business, family sickness, dental appointments, or where there is a personal need, duty or obligation to conduct personal business which cannot be conducted on a day other than a school day. At the end of any given school year, up to 3 days of unused personal leave will be paid at a rate of \$70 per day, in either full or half day increments based on a 7 hour work day. Any payments for unused personal leave, as outlined above, would be included in the employee's first pay of the following school year.

EMERGENCY LEAVE:

In the event there is an emergency, the Superintendent, at his/her discretion, may grant up to one day absence per occurrence. An example of emergency leave would be the sudden illness of a member of the family requiring hospitalization or doctor's treatment or an extreme and unexpected situation or occurrence but not to include mechanical car failure.

JURY DUTY

Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative manner, shall be paid their full compensation less any compensation received for jury duty. If the employee is released early, the employee shall contact his/her supervisor (or designee) to see if he/she should return to work.

FUNERAL LEAVE:

Employees requesting funeral time must have prior approval from the Superintendent.

All employees may be granted up to four (4) work days leave immediately following a death in the immediate family. The immediate family shall be defined as parents, grandparents, mother and father-in-law, spouse, children, siblings, and any person who makes his/her home with the employee and in the judgment of the Superintendent is economically, emotionally and socially dependent on the employee. The Superintendent may extend these provisions in instances when, in his/her judgment, the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

The Superintendent or their designee may grant up to four (4) work days leave to employees to attend the funeral of a relative or close friend.

FAMILY AND MEDICAL LEAVE ACT

The National Defense Act for FY2008 (NDAA), Pub.L. 110-181, Section 585 amends the Family Medical Leave Act of 1993. The COPESD Board of Education shall comply with the Federal Law.

The COPESD Board approved policy may be accessed in its entirety at the website www.copesd.org under Board Policy.

MILITARY LEAVE:

The Board of Education provides military leave, reemployment, and other rights as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA) and State law.

LEAVE OF ABSENCE:

An unpaid leave may be granted at the discretion of the Board of Education upon written application by an employee.

Upon granting of said leave by the Board, the employee shall be entitled to return to the school system upon the expiration of said leave.

Failure to return from said leave on the date specified without an approved extension in said leave or application shall be conclusively deemed resignation.

The Board will be responsible for all insurance premiums for a period of one (1) calendar month for each sixty (60) days worked during the 12 months prior in which the leave is taken. This benefit will not accumulate more than 180 school days (school days would include approved paid leaves of absence), for a total of three (3) months insurance premiums. The employee would still pay their share of the premium for the purposes of Public Act 152. Insurance coverage shall be made available to the employee at cost for the duration of the leave period to the extent provided by COBRA. If leave is started before the 15th of the month, that month will be considered as the first full month of benefits.

RETURN FROM LEAVE:

Whenever feasible, an employee returning from leave of absence at its expiration will be returned to his/her prior position at the salary step as established prior to leave on the condition that the Employer has had the ability to use a substitute or temporary employee for the person on leave status.

ARTICLE XVII EQUIPMENT

An employee shall be held accountable for lost or damaged school equipment assigned to him/her when determined to have been negligent.

ARTICLE XVIII MISCELLANEOUS

CONFIDENTIALITY

All employees shall be required to observe confidentiality of student records and personal information. Staff shall exercise caution when holding discussion within their work environment and outside of COP ESD regarding students, other staff members, and the educational program itself except to other employees who have a need to know such information in connection with their duties.

MANDATORY REPORTING

School employees bear the obligation to report to the Department of Human Services (DHS) any suspected abuse or neglect of a student. In the event that abuse is suspected by a COP ESD paraprofessional, transportation staff, or interpreter the incident will also be reported to their classroom teacher immediately who will notify the Administrative Supervisor for that classroom immediately. In addition, a copy of the filed written report will be sent to the Supervisor on the same day of the suspected abuse or discovery of the incident via fax or email to the C.O.P. office.

COMMUNICATIONS COMMITTEE

A Communications Committee shall be set up to discuss mutual concerns of Administration and Federation. This committee shall consist of Superintendent and/or other Administrators and the President and Vice-President of the Federation local and may meet on an as needed basis. The committee may include others as deemed appropriate and mutually agreed upon. The functions of the Communications Committee will be to:

- Discuss mutual concerns.
- Set an agenda and decide need for staff meetings.
- Submit suggestions for improved efficiency, effectiveness and good personnel relationships.
- Discuss other items mutually agreed to as pertinent to this committee.

Confidentiality will be maintained in the Communications Committee meetings to foster open discussions. The intent of the formation of this committee is not to affect grievance process which is stated in Article "Grievance."

EMPLOYMENT EXAMINATION

Any health examinations which are required for initial employment, or which are periodically required to maintain employment, shall be paid for by the Employer.

SCHOOL CLOSURES

When student instruction is canceled or delayed due to conditions not within the control of school authorities (such as inclement weather, fire, mechanical breakdown or public health/illness), Members shall receive their regular pay for any time or day that is canceled for up to 10 days. When district buildings are closed, but student instruction is not canceled, Members are required to support student learning via alternate means including (but not limited to) remote instruction through the use of technology, phone, U.S. Mail, or other infrastructure. If the District is required by the State to add additional days of instruction at the end of the school year to make-up any days of canceled instruction, Members will be paid their hourly rate for those hours/days worked. In a time of an emergency and staff members are being paid, there is an obligation to ensure students' learning needs are met where practicable.

Employees will not be charged for prior arranged personal or sick days on days when classes are not held due to inclement weather.

ARTICLE XIX
DISCHARGE

An employee shall be subject to dismissal only for just cause excluding any employees in a probationary period, as defined in Article VIII.

Dismissal of a non-probationary employee shall be grievable by the employee under the provision of the Grievance Procedure included herein.

ARTICLE XX
SALARY and LONGEVITY

SALARY

Compensation shall be computed according to the Salary Schedule, which is incorporated into and made a part of this Agreement.

To be eligible for an applicable step increase, an employee must have completed a full work calendar (which includes any approved FMLA leave) for their position unless they are a new employee hired prior to January 1 in a given work year. Any new employee hired after January 1 will remain on their current step through June 30th of the following work calendar year. Current employees that incur 10 or more UNPAID leave days in a given school calendar year (outside of an approved FMLA leave) must complete a full calendar work schedule before advancing on the step scale. Employees who work during the summer will be paid only for hours worked and will be added to or a separate check depending on the option taken.

LONGEVITY

As the Board believes that it is important to recognize the longevity of quality paraprofessionals, beginning in the 2024-25 school year, eligible bargaining unit members that have met the following number of years of employment will receive a longevity payment as follows-

- 5 years as an employee will receive a \$500 lump sum total payment
- 10 years as an employee will receive a \$1000 lump sum total payment

The outlined longevity payment for eligible employees, as determined by seniority list as of the first pay in December each year of the agreement.

SALARY DISTRIBUTION

Paychecks shall be paid in 21 or 26 installments, at the option of the employee. Employees are required to submit timesheets by the scheduled deadlines in the posted annual payroll calendar. Failure to submit timesheets by the posted deadlines may result in disciplinary action.

Employees seeking a wage distribution to 26 installment payments for the upcoming school year will notify the Employer in writing of their preferred option prior to the last

pay period in August with written verification of this request. This option for 26 installments of pay will be made at the request and for the convenience of the Employee. **SEE LETTER OF AGREEMENT FOR 27/22 PAYS IN 2023-24 school year**

A salary schedule will be posted on the COP ESD website or a paper copy may be requested from Human Resources.

ARTICLE XXI
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2026.

Jamie R. Huber, Superintendent
Cheboygan-Otsego-Presque Isle
Educational Service District

Donna Wirgau, President
COP ESD Paraprofessionals,
Transportation Drivers and Riders,
Sign Language Interpreters

DATE

DATE

**CHEBOYGAN-OTSEGO-PRESQUE ISLE
EDUCATIONAL SERVICE DISTRICT**

**PARAPROFESSIONALS, TRANSPORTATION
DRIVERS, TRANSPORTATION RIDERS, AND SIGN
LANGUAGE INTERPRETERS
MFT, AFT, AFL-CIO**

2023-2026 Salary Scales

	\$2.25	3%	3%				
Paraprofessionals	Proposed	Proposed	Proposed		Proposed	Proposed	Proposed
STEPS	23/24	24/25	25/26		23/24	24/25	25/26
1	\$ 15.43	\$ 15.89	\$ 16.37	Student Engagement	3%	3%	3%
2	\$ 15.68	\$ 16.15	\$ 16.63	1	\$ 18.04	\$ 18.58	\$ 19.13
3	\$ 16.00	\$ 16.48	\$ 16.97	2	\$ 18.57	\$ 19.13	\$ 19.70
4	\$ 16.25	\$ 16.74	\$ 17.24	5	\$ 20.69	\$ 21.31	\$ 21.95
5	\$ 16.93	\$ 17.44	\$ 17.96	10	\$ 23.34	\$ 24.04	\$ 24.76
6	\$ 17.18	\$ 17.70	\$ 18.23	15	\$ 25.47	\$ 26.24	\$ 27.02
7	\$ 17.27	\$ 17.79	\$ 18.32				
8	\$ 17.52	\$ 18.05	\$ 18.59				
9	\$ 17.61	\$ 18.14	\$ 18.68				
10	\$ 17.86	\$ 18.40	\$ 18.95		Proposed	Proposed	Proposed
11	\$ 17.95	\$ 18.49	\$ 19.04		23/24	24/25	25/26
12	\$ 18.20	\$ 18.75	\$ 19.31	Language Facilitator	3%	3%	3%
13	\$ 18.35	\$ 18.90	\$ 19.47	1	\$ 20.97	\$ 21.60	\$ 22.25
14	\$ 18.60	\$ 19.16	\$ 19.73	2	\$ 22.04	\$ 22.70	\$ 23.38
15	\$ 18.76	\$ 19.32	\$ 19.90	5	\$ 23.78	\$ 24.50	\$ 25.23
16	\$ 19.01	\$ 19.58	\$ 20.17	10	\$ 25.69	\$ 26.46	\$ 27.25
17	\$ 19.05	\$ 19.62	\$ 20.21	15	\$ 27.22	\$ 28.04	\$ 28.88
18	\$ 19.30	\$ 19.88	\$ 20.48	20	\$ 28.84	\$ 29.71	\$ 30.60
19	\$ 19.34	\$ 19.92	\$ 20.52				
20	\$ 19.59	\$ 20.18	\$ 20.78				
21	\$ 20.02	\$ 20.62	\$ 21.24				
Grandfathered	3%	3%	3%				