

**Master Agreement
Between
C.O.O.R. Intermediate School District
And
Michigan Education Association
C.O.O.R. ISD
Educational Support Personnel Association
July 1, 2021- June 30, 2023**

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ARTICLE 1 - RECOGNITION

- A. The C.O.O.R. Intermediate School District Board of Education hereby recognizes the C.O.O.R. ISD Educational Support Professionals Association, MEA-NEA, as the exclusive and sole bargaining agent for the purpose of negotiating wages, hours and conditions of employment for all full time and regular part-time Paraprofessionals and facilities and grounds support staff.

Excluded from the unit are Program Managers, Counselors, Kirtland Community College Aides, Secretarial, R.O.O.C. Employment Placement Specialists, C.E.C. Transition Technician, Students, Clerical Employees, Substitutes and Supervisors.

The parties acknowledge the positions in the bargaining unit are not exempt classifications for purposes of state or federal laws relating to such issues as the payment of overtime and other matters regulated by law. The inclusion of the word "Professional" in the title of the Association has no inference at present or in the future as to the type of positions that have a community of interest with the bargaining unit.

- B. The term "employees", when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit defined above.

The District will notify the Association President via email when new employees are hired, when employees are recalled or go on an unpaid leave of absence under Article 16 and when employment status has ended for reasons other than the limit on the duration of recall rights.

- C. The term "District" or "Employer", when used hereinafter in this Agreement, shall refer to the C.O.O.R. ISD Board of Education, its administrators and agents.
- D. The District recognizes the integrity of the bargaining unit and shall not negotiate with any other employee organization which purports to represent the employees covered by this Agreement.
- E. Regularly scheduled employees of the district outside of the bargaining unit shall not be permitted to displace or replace bargaining unit members except when bargaining unit members are not readily available.
- F. Except as set forth in this section for R.O.O.C., the term "substitute" is a person outside of the bargaining unit who is used on a per diem basis to fill in for an absent bargaining unit member who is on a paid or unpaid status, while awaiting the recall of a bargaining unit member or when in the process of filling a vacancy.
- G. All procedures (i.e. the process for securing, assigning and compensating substitutes, etc.) are within the exclusive jurisdiction of the District and are not subject to the grievance procedure.

- H. At R.O.O.C., employees may be reassigned to substitute for others at R.O.O.C. and will continue to receive their regular hourly rate of pay.

ARTICLE 2 - EMPLOYEE RIGHTS

- A. Pursuant to the Public Employment Relations Act, the Board and Association hereby agrees that every employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. The Board and Association agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States and that it will not discriminate against any employee by reasons of his/her membership (or lack of membership) in the Association, or his/her institution of any grievance, complaint or proceeding under this Agreement.
- B. The District is an "equal opportunity employer." The District and the Association will not discriminate and will take measures to ensure against discrimination on the bases of race, creed, religion, color, national origin, age, sex, handicap or marital status.
- C. Nothing contained within this Agreement shall be construed to deny or restrict any employee's rights she/he may have under the law or any applicable laws and regulations.
- D. The employee shall have the right to review the contents of his/her personnel file, resulting from their employment within the C.O.O.R ISD. Items exempt from disclosure as listed in Act 397 of 1978 cannot be reviewed. An Association representative may be present at the employee's request.
- E. The private and personal life of any employee is not within the appropriate concern or attention of the Board, unless it adversely affects their assignment and duties.

ARTICLE 3 - DISTRICT RIGHTS

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

of this Agreement, and then to the extent that specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.

ARTICLE 4 - ASSOCIATION RIGHTS

- A. The employees may be represented by up to four (4) stewards and the Association President and Vice President. The Association shall appoint one (1) steward and one (1) alternate steward from each of the following locations: R.O.O.C., and C.O.O.R. Instructional Paraprofessionals. With the permission of the supervisor, the steward or alternate shall be permitted to confer with bargaining unit employees with respect to formally filing grievances during normal working hours, provided it does not interfere with normal activity.

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

- B. The Association shall have the right to post notices of its activities and matters of Association concern on Association bulletin boards, one of which will be provided in the R.O.O.C. Work Center and C.O.O.R. Educational Center.
- C. The Association shall have the right to use inner-school communication service and boxes, if available, for communications to its members for such events as regular meetings, conventions, training programs, provided distribution of Association communications does not require the District to expend additional monies or allocate additional personnel time to perform such service.
- D. The Association shall have the right to use the school facilities and equipment including approved computers, duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. Association use of school facilities and equipment will be permitted provided that:
1. A request is made and use is arranged for in advance from an administrator.
 2. The use is strictly to service the legitimate purposes of the Association, such as duplication of records, notices, correspondence.
 3. The purpose is for the internal business of the Association and is not for public distribution.
 4. Such use is not detrimental to the best interest of the District.

5. The Association shall reimburse the District for any expendable supplies and machine usage at the same rate as that charged for non-school business use.
6. Performance of these activities shall not interfere with normal work responsibilities.

ARTICLE 5 - WORKING CONDITIONS

- A. The District shall provide restroom facilities at each District building.
- B. The Board will repair or replace any personal property of employees that is reasonable that may be damaged due to use on the job that is not the fault of the employee, provided that personal property is required for the job. Such property shall include, but is not limited to, clothing, watches, eyeglasses and wedding rings, however shall exclude other decorative jewelry. Damages must be reported immediately. Reimbursement will not exceed the actual cost of the item or a maximum of \$100.00, whichever is less. Glasses are exempt from the \$100.00 limitation for repair or replacement.
- C. Employees may submit for repair or replacement of a personal cell phone if it is damaged as a result of restraining a client or student or as a result of an assault initiated by a student or client, subject to the following provisions:
 1. The burden of proof that the damage was a result of an assault or restraining situation as described above must be established by the employee and the damage must be reported to administrator in writing via e-mail within forty-eight (48) hours from the time the damage occurred and must contain a complete description of the incident and the names of others who witnessed the incident.
 2. A request for repair or replacement must be submitted to the Director of Special Education for review within five (5) central office business days of the incident.
 3. A request for repair must be accompanied by a written estimate from a factory authorized repair facility.
 4. The cost of repair or replacement, if authorized, will not exceed four hundred dollars (\$400) or the actual price of repair or replacement, whichever is less. Employees seeking reimbursement will verify that the repair or replacement is not covered by an extended warranty plan.
 5. The decision of the Superintendent on the request for repair or replacement is final and shall not be subject to the grievance procedure.
 6. If the District provides the employee with a District cell phone or other communication device, Article 5 C will not apply.

- C. A representative of each department shall sit on the District Safety Committee.

ARTICLE 6 - WORK HOURS

- A. R.O.O.C. staff may have a different work week, either regularly or as an additional assignment which may include a combination of regular hours, evenings and/or weekends. It is understood by the parties that staff may be assigned as management determines is necessary to regular and additional assignments.
 - 1. R.O.O.C. administrative staff will evaluate the needs of the organization and determine whether work assignments are to be completed by changing work locations of existing staff, creating an additional assignment, hiring additional staff, or changing the schedule of an existing employee.
 - 2. R.O.O.C. administrative staff will assign locations where bargaining unit members will work. As long as the work is to be completed within the scheduled hours, bargaining unit members will work in the location(s) to which they have been assigned that day.
- B. Thirty (30) minute lunch breaks will be scheduled by the District and may be either unpaid (duty free) or paid if required to be on duty. This provision only applies to those employees who are regularly scheduled for at least six and one half (6.5) consecutive hours per day.
- C. Employees who are regularly scheduled for at least six and one half (6.5) consecutive hours per day, may take a fifteen (15) minute break without consumers / students in the A.M. and also a fifteen (15) minute break without consumers / students in the P.M., or the first half and second half of their regular shift, whichever may apply, without loss of pay or benefits.

Employees regularly scheduled to work at least five (5.0) consecutive hours per day but less than six and one half (6.5) hours may take one fifteen (15) minute break without consumers/students.

The administration will establish the schedule for breaks.

- D. Any employee called by the District to perform duties/services and who reports as requested outside of regularly scheduled work time will be offered a minimum of two hours work.
- E. Time and one-half will be paid for actual hours worked in excess of forty (40) per week. Paid time off regardless of its origins shall not be counted for purposes of computing overtime pay.

- F. All regularly scheduled hours paid by the District to an employee shall be considered as hours worked for purposes of computing any of the fringe benefits under this Agreement.

ARTICLE 7 - SCHOOL CLOSINGS AND DELAYS

- A. When the C.O.O.R. ISD campus is officially closed for students, the following guidelines will be followed for C.E.C., R.O.O.C., and Facilities and Grounds Support Staff:
 - 1. The C.E.C employees are not required to report for work.
 - 2. The C.E.C employees will be paid for full or partial days cancelled under Section 101-a of the State Aid Act where no make up is required to complete the school calendar.
 - 3. The R.O.O.C employees will be paid for the first two (2) days cancelled under Section 101-a of the State Aid Act.
 - 4. The R.O.O.C. Director reserves the right to pay for more than the first two (2) days cancelled under Section 101-a of the State Aid Act. If authorized, the total will not exceed the number of days afforded at C.E.C. in Section 2 above. Such decisions are not subject to review under the grievance procedure.
 - 5. The R.O.O.C. employees may use vacation days for inclement weather days not compensated by the District.
 - 6. Any R.O.O.C. employee who begins his/her duties at the regularly scheduled time or has been called in by the District to provide services will be compensated a minimum of two (2) hours work paid at his/her regular rate. If the District fails to cancel school at least fifteen (15) minutes prior to the employee's regularly scheduled starting time, the employee will be paid a minimum of two (2) hours work paid at his/her regular rate.
 - 7. Facilities and Grounds Support Staff are expected to report to work on school closings and delays. In the event they are unable to report, if available, a sick or vacation day may be used.

ARTICLE 8 - DISCIPLINE AND DISCHARGE OF EMPLOYEES

- A. Employees who have completed the probationary period will not be disciplined or discharged without just cause.
- B. Upon request an employee is entitled to have the steward or alternate steward from the department present in any meeting with the District which may result in discipline or discharge. No meeting shall be held until the employee has had sufficient time to have a

representative available. Reasonable effort will be made to meet within forty-eight hours.

- C. All disciplinary actions taken shall be confirmed in writing to the employee. The employee shall have the right to attach a response to any document placed in his/her personnel file.
- D. Records of disciplinary action must be specific in content, signed by the contributor and a copy furnished to the employee. Copies of anonymous complaints shall not be placed in an employee's personnel file.
- E. When issuing discipline or a discharge, an employee's entire employment record may be taken into consideration. Where a previously issued discipline is cited as supporting the level of discipline imposed in the current case, the Association reserves the right to assert through the grievance procedure that the usage of the prior discipline was inappropriate.
- F. All employees are required to notify the Superintendent, in writing, of an arraignment or conviction of a felony or misdemeanor. Failure to do so may result in discipline up to and including discharge.
- G. The Employer agrees promptly upon the discharge of an employee to notify in writing the employee and the Association President of the discharge. Said written notice shall contain the specific reasons for the discharge.

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

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

ARTICLE 9 - PROTECTION OF EMPLOYEES

A. Protection of Employees

- 1. In the event an employee is subject to an unprovoked assault by a student/consumer which arises out of and in the course of his/her employment, it shall be promptly reported to his/her immediate supervisor. The District shall render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. The employee shall be compensated for all loss of time necessary for legal activities related to the incident, including meetings with law enforcement and court appearances. There

will be no loss of seniority or benefits for up to two years from the time of the assault.

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

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

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

ARTICLE 10 - GRIEVANCE PROCEDURE

- A. Any claim by an employee or the Association that there has been a violation, misinterpretation, or inequitable application of the specific terms and provisions of this Agreement, or a complaint concerning disciplinary action of a non-probationary employee which has been implemented without reasonable and just cause shall be a grievance and shall be resolved through the procedure set forth.
- B. The terms "days" in this Article shall mean Central Office business days except where otherwise indicated.

It is important that grievances be processed through the steps as rapidly as possible; the number of days at each step should be considered to be the maximum and every effort should be made to expedite the process. Failure by the employee and/or the Association, at any step of this procedure to appeal a decision within the specified time

limits shall be deemed an acceptance of the decision. The parties may, however, mutually agree to extend the time limit at any step provided, however, that such agreement to extend is agreed to verbally prior to the expiration of the deadline and reduced to writing and signed by the District and Association as soon as possible.

- C. In processing up to and including arbitration, release time will be granted upon mutual consent by the aggrieved person, Association and Superintendent. However, each party shall bear the cost of their own witnesses, representatives and all other expenses except the fees and expenses of the arbitrator. The fees and the approved expenses of the arbitrator shall be paid by the party against whom the arbitrator renders an adverse decision. In the case of compromise, the arbitrator shall decide on the distribution of his/her fees.

Further, in the event that the grievance is ruled as non-arbitrable, all legal fees and expenses shall be reimbursed to the District by the Association.

- D. Nothing contained herein shall be construed as limiting the right of an employee to discuss a matter informally with his/her supervisor as described in Level One (1) of the grievance procedure. No reprisals of any kind shall be taken by or against any party or interest, or any proper participant in the procedure by reason of such participation. A grievance may be withdrawn by mutual agreement at any level without prejudice.
- E. An employee covered under this Agreement or any group of such employees, or the Association believing they are aggrieved may file a grievance.

A group of employees may be represented at any level of the grievance procedure by a designated steward of the Association. A grievant may be required to attend a hearing at any level.

- F. The primary purpose of this grievance procedure is to secure equitable solutions at the lowest supervisory level possible. Both the Association and the District agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure.

- G. Procedure for Handling.

1. The employee who feels he/she has a grievance shall first identify it as a grievance issue, cite the appropriate contract section or sections, and shall discuss it with their supervisor with the object of resolving the matter informally.
2. If this fails to resolve the grievance, the employee or his/her steward will reduce the grievance to writing on their own time, this to be presented to his/her supervisor within ten (10) days following the act or condition which is the basis for the grievance, specifying the section of the Agreement he/she alleged was violated, the

events that caused the alleged violation and the remedy he/she seeks. The written grievance may be given to his/her supervisor by either the employee or the Association Steward.

3. Within ten (10) days of the receipt of the written grievance, the supervisor will arrange a conference, with the intent of satisfactorily resolving the grievance. At the time of the conference, the employee shall appear personally, and may be represented by the Association Steward, or both. Such conferences shall be scheduled during normal business hours at a time where there is no disruption of normal school routine and duties of the employees.
4. Within ten (10) days after such a conference or longer, the supervisor shall answer such grievances in writing to the steward or employee.
5. If the Association does not accept the supervisor's written answer, the grievance may be appealed to the Superintendent or his/her designee by sending such notice to him/her, in writing, within ten (10) days after the date of the supervisor's written decision.
6. Within ten (10) days after receipt of the written appeal, the Superintendent or his/her designated representative, will arrange for a conference to satisfactorily resolve the grievance. Every attempt will be made to schedule grievance hearings so that the employees involved shall not lose any regular scheduled pay nor will the District be obligated to pay any additional monies to hear any scheduled grievances. Conferences will be scheduled at a time when there is no disruption of normal school routines and duties of the employees.
7. Within ten (10) days after the conference the Superintendent or his/her designated representative shall answer such grievances in writing.
8. Such answer shall be final and binding unless appealed to the next step within twenty (20) days from the date of the Superintendent's written decision.
9. If the grievance is not settled at the preceding step, it may be submitted to mediation by the Association through the Michigan Employment Relations Commission within twenty (20) days from the date of the Superintendent's disposition. No individual shall have the right to appeal to mediation or arbitration.

If mediation fails to achieve a settlement of the grievance, the Association may within ten (10) days of the mediation session, file a Demand to Arbitrate with the American Arbitration Association whose Rules and Regulations shall govern the proceeding. The individual grievant will put in writing that they wish to take their case to arbitration. In the case of an Association grievance, this is waived.

10. This Agreement constitutes a contract between the parties and shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority nor shall he/she consider his/her function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of this Agreement can be relevant evidence, but may not be used so as to justify or result in what is, in effect, a modification, whether by addition, or detracting of written terms of this Agreement.

The arbitrator has no obligation or function to render a decision merely because, in his/her opinion, such a decision is fair and equitable, or because in his/her opinion it is unfair or inequitable.

11. It is expressly agreed to by the parties, in writing, the arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing. Separate arbitrators shall be constituted for each grievance appealed to binding arbitration.
12. Neither party may assert in arbitration proceedings any events not disclosed to the other party prior to the arbitration hearing.
13. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned less any unemployment compensation received by the employee during the period covered by back pay.

ARTICLE 11 – PROBATIONARY PERIOD AND SENIORITY

- A. New employees hired under this Agreement shall be considered as probationary employees for the first one hundred eighty (180) working days of their employment. The probationary period starts the first day of work under this classification and will be extended when work days are missed. Probationary employees may be disciplined or discharged without recourse to the grievance procedure.

Thirty calendar days after the date of hire, fringe benefits shall begin the first day of the month following the month in which their thirty days are completed.

When an employee completes the probationary period, his/her seniority date shall be established as his/her date of hire.

B. Seniority shall be attained within each non-interchangeable department as follows:

1. C.E.C.
2. R.O.O.C.
3. Facilities and Grounds

C. Seniority

1. System-wide seniority will be determined for each employee as length of service within a classification in the bargaining unit as of the employee's first working day in that classification. Employees who transfer from one classification in the bargaining unit to another classification will retain their seniority in their initial classification. If the transfer is to a classification within the bargaining unit, then seniority will begin to accrue in the new classification as of the date of transfer.

Length of Service/Seniority, as of the first working day in the bargaining unit shall be used in computing sick leave, longevity, and vacation benefits (prorated for employees working less than fifty-two (52) weeks per year).

2. Non-interchangeable departmental seniority shall be determined for each employee effective his/her first day assigned to the non-interchangeable department since the last date of hire within the bargaining unit, provided the employee has successfully completed his/her probationary period.
3. An employee who moves from one non-interchangeable job classification to another non-interchangeable job classification, shall continue to accrue system-wide seniority. However, seniority within the first non-interchangeable job classification shall be frozen until the employee returns to the first non-interchangeable classification (if ever) when it shall continue to accrue. He/she would start at the bottom of the seniority list in the new non-interchangeable job classification.
4. Unpaid absences from work under Article 16 or layoff shall not be construed as a break in continuous service. Seniority shall not accrue during such periods, but employees will retain their frozen seniority status while on leave or layoff. Once an employee returns from an unpaid absence their seniority will continue to accrue.
5. If two employees are awarded the same seniority date, their ranking shall be determined by lot.

D. The District will maintain an up to date seniority list, a copy of which will be posted on the appropriate bulletin board as soon as possible after July 30 of each year and changes as

they occur. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their most recent hiring date, starting with the employee with the greatest amount of seniority at the top of the list.

The Association President shall affix his/her signature and date showing that the seniority list has been received and posted. If no objections to the information on the list are received within ten (10) business days of the signature, the list will be deemed accurate until the next posting period.

E. An employee shall lose his/her seniority and further employment rights for the following reasons:

1. He/she quits or retires.
2. He/she is discharged and the discharge is not reversed through the grievance procedure.
3. He/she fails to return to work within ten (10) working days after the receipt or proof of non-delivery of notice of recall by certified mail to the last known address of such employee as shown by the District's records.
4. He/she is absent without notification unless the employee can demonstrate there were extenuating circumstances preventing such notification.

ARTICLE 12 - LAYOFF AND RECALL

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

The word "layoff" means the elimination of a position or a reduction in annual working hours in a position in excess of three hundred sixty (360) hours in a given fiscal year (July 1 to June 30).

In the event of a layoff, the procedures in Section A(1) and (2) below will be applied after all temporary and probationary employees have been laid off assuming the remaining employees are qualified and available to perform the remaining work.

Whenever practical, the District shall provide individual employees and their steward with thirty (30) calendar days written notice prior to any layoffs. However, one (1) week shall be given on any layoff for economic reasons.

1. Any seniority (see Article 11--Probationary Period and Seniority) employee in a position that is scheduled for layoff (as defined above) will, if qualified, exercise their right to bump in the following manner:
 - a. Into a position within the department the employee is currently assigned to (Special Education, Facilities and Grounds Support Staff, or R.O.O.C.) for which their seniority entitles them.
 - b. In the event there are no such positions within their current department to which the employee can bump, the employee will then have the right to bump into a position that their seniority entitles them to within another department in which the employee has frozen seniority.
 - c. If no such position exists, the employee will be laid off.
2. The employee's right to bump will be implemented as follows to avoid any undue disruption and delays:
 - a. Once notified of their options under Section A(1) (a) and (b) above, the employee must give notice as to which position the employee will be bumping into within one (1) central office business day.
 - b. Bumping may be to the position held by the least senior employee scheduled the same number of annual work hours; or
Bumping may be exercised to a position scheduled with less annual hours held by the least senior employee scheduled that number of annual hours.
- B. Employees who have completed the probationary period and who are laid off (see Section A-1-c above) shall be maintained on a recall list for twenty-four (24) months from the effective date of layoff. Laid off employees shall be recalled, if qualified, in the inverse order of layoff and most senior employees shall be recalled to the first vacancy in a department where the employee has seniority rights (see Article 11--Probationary Period and Seniority). Vacancies will not be posted when there are qualified employees on layoff with recall rights as set forth above.

Recall will be by certified mail with return receipt requested, to the last known address on file with the District and shall require that the employee report to work within five (5) working days after delivery or proof of non-delivery. If an employee fails to report for recall, he/she shall be considered a quit.

ARTICLE 13 – VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as a newly created position or a permanent position vacated by an employee in the bargaining unit.
- B. All vacancies within the bargaining unit shall be posted on the web site listing the specific minimum requirements and qualifications of the position for a period of seven (7)

working days. A copy will be sent to the Association President via interoffice mail or e-mail prior to filling such positions.

A vacancy shall be staffed by a current employee, whenever possible, who applies for and meets the qualifications for the position. Administration shall consider current employee's qualifications/evaluations including, but not limited to training, extent of experience, and demonstrated ability. Seniority will be used when internal candidates possess equal skills and qualifications for the position and are both being considered to fill the position.

No vacancies will be posted until such time as any changes in assignments are implemented for existing staff, as outlined under Article 6 (Working Hours).

- C. Internal and external applicants interested in the vacancy shall apply in writing within the posting period.
 - 1. Except as set forth herein, in the event two (2) or more applicants apply for the same vacancy and ability and capacity are equal, the District shall appoint the individual having the greatest seniority (see Article 11--Probationary Period and Seniority) to the vacancy.
 - 2. When a posted position is filled, the District shall make known its decision as to which applicant has been selected by sending a District-wide email notification. If a vacancy is not filled with a current employee, the District shall, upon request by the affected employee, notify the affected employee giving the reason(s) as to why he/she was not selected to fill the position.
 - 3. The Association reserves the right to process a grievance up to and including the arbitration level if Article 13 hasn't been followed in regards to vacancies and transfers.
- C. If an employee transfers to a position within the District that is not included in the bargaining unit, the employee shall lose all seniority rights.
- D. The parties agree that involuntary transfers of employees are to be minimized. Any proposed involuntary transfer for a reasonable or just cause, shall be discussed with the Association prior to its implementation. Whenever possible, seniority will be considered to determine which employees will be affected by the transfer within the individually affected classrooms; District administration may ask employees to consider a voluntary transfer.
- E. At least ten (10) working days prior to the actual transfer, the affected employee and the Association will be notified, in writing, of the effective date of transfer.

ARTICLE 14 - EMPLOYEE EVALUATION

- A. All employees upon employment (or when there is a change) will be apprised of the specific evaluation criteria and procedure prior to the conducting of any formal evaluation.
 - 1. Employees who have completed the probationary period will be evaluated a minimum of once every two (2) years.
 - 2. Evaluations shall be conducted by the employee's immediate supervisor.
 - 3. All evaluations shall be in writing and a conference shall be held between the employee and the supervisor to discuss the evaluation within ten (10) working days of the final observation.
 - 4. All evaluations must indicate the supervisor's observations of the employee's particular strengths and those areas needing assistance.
 - 5. If the overall evaluation is rated as ineffective or minimally effective, the supervisor and the employee will develop a growth plan that may include specific goals, timelines, and expectations to assist the employee to improve. Subsequent evaluation reports must note the progress or lack of progress of the growth plan.
 - 6. If the employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the evaluation in the personnel file.
 - 7. The evaluation tool used shall be consistent within each classification. It is agreed that performance evaluations will not be used as a form of discipline. However, the evaluation may be used as documentation of performance when considering dismissal of an employee.

ARTICLE 15 - PAID ABSENCES

- A. Each employee shall be credited twelve (12) sick leave days at the beginning of the school year. The unused portion of which may accumulate to ninety (90) days for educational support staff. Facilities and Grounds Support Staff may accumulate to one hundred (100) days. Sick or personal leave shall not be taken when an employee is not scheduled to work.
- B. Bargaining Unit Members who will be absent from work shall call the C.O.O.R. office unless otherwise instructed, prior to 7:00 A.M.
- C. CEC educational support staff will also be credited with three (3) personal days at the beginning of the school year. Personal days must be approved forty-eight (48) hours in advance by the employee's immediate supervisor except in emergency situations.

- D. At the end of the school year, unused personal days do not accumulate, but they may be converted into sick days.
- E. When employees take accrued sick or personal time, the District will charge the amount of time missed from their regular work schedule up to a maximum of eight (8) hours from their sick or personal leave bank.
- F. At the beginning of each school year, the District may furnish each employee with a written statement of their current sick leave bank.
- G. Employees will be allowed to use these paid sick leave days in accordance with the following conditions:
 - 1. Michigan Paid Medical Leave

In accordance with Michigan Paid Medical Leave Act (PMLA), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use paid medical leave for any of the following for the employee or family member:

 - a. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
 - b. For a victim of domestic violence or sexual assault, any related medical care or legal proceedings.
 - c. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease. (An example of this would be the 2020 pandemic.)
 - d. A family member includes a child or step child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. This provision shall be interpreted and applied consistent with the PMLA, and shall not provide greater benefits than that allowed by statute.
 - e. To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year, working an average of at least 25 hours per week during the immediately preceding calendar year.
 - 2. Following a severe injury, significant illness, or surgery, before any employee may return to work, he/she must have a written release from the treating physician.
 - 3. The employee may be required to present a statement from his/her physician certifying an absence greater than two days.

4. At the discretion of the Superintendent or Superintendent's designee, additional days may be granted by the District. The decision made is not subject to the grievance procedure.
- H. Benefits shall continue to accrue during paid sick leave but not during short or long term unpaid absences.
 - I. Each employee will be covered by the applicable worker's compensation laws. The employee will be charged his/her accumulated sick leave on a pro-rated basis to make up the difference of his/her regular weekly income when covered by an approved claim.
 - J. Any employee hurt on the job shall receive their full day pay for that day and not be charged against their paid sick leave.
 - K. Bereavement days shall not be charged to the employee's sick leave.
 1. Death in the Immediate Family—The employee may take a maximum of five (5) days per death. The immediate family member shall be interpreted as spouse, mother, father and children (including foster step-children under the employee's guardianship).
 2. Death in the Extended Family—The employee may take a maximum of three (3) days per death. The extended family member shall be interpreted as brother, sister, grandparents, grandchildren, father-in-law and mother-in-law.
 3. Death in the Extended Family—The employee may take a maximum of one (1) days per death. The extended family member shall be interpreted as uncle, aunt, nephew, niece, brother-in-law and sister-in-law.
 4. The employee may request additional time from the Superintendent or designee, chargeable to an employee's sick leave, personal day, or vacation day for bereavement.
 5. Other Deaths—The employee may take one (1) day per death to attend the funeral of any person chargeable to an employee's sick leave, personal day, or vacation day for bereavement.
 - L. An employee shall be considered on leave of absence when called for or ordered to report for jury duty and/or to serve as a witness. The employee will receive their regular rate of pay in exchange for payment received from the court minus mileage.
 - M. A total of three (3) days per year will be provided to the Association for the Association's Officers to conduct Association business. Two (2) additional days per year may be requested if needed. The Employer may approve or disapprove a request for the additional two days.

N. Beginning with the 2021-2022 school year, employees will receive an annual stipend according to the amount of unused accumulated paid sick leave employees have available as of June 30 as listed below:

1. \$100 annual stipend for 15 accumulated paid sick leave days
2. \$150 annual stipend for 20 accumulated paid sick leave days
3. \$200 annual stipend for 25 accumulated paid sick leave days

ARTICLE 16 - UNPAID ABSENCE AND LEAVE

A. Upon exhaustion of paid time off, the employee may apply for an unpaid leave within ten (10) working days, or after the ten (10) working days will be placed on an unpaid leave of absence if he/she is not able to return to work. All paid time off shall be used prior to an employee being placed on an unpaid leave of absence, the following process will be followed:

1. Unpaid leaves related to the medical conditions of the employee or employee's family member will only be considered when supported by a physician's statement applied to the employee or employee's family member (i.e., spouse, child, parent, grandparent, or grandchild).
2. Unpaid leave is not permitted for use as vacation time; however, the Superintendent or designee may make an exception to this prohibition for an employee provided that any such employee may not make this request more than once in any five (5) year interval. Such exceptions, if granted by the Superintendent in his/her discretion, shall not be precedent setting.
3. When an employee has exhausted all available leave/sick time, not including FMLA, a letter from the District may be forwarded to the employee and placed in their personnel file indicating the employee is out of leave/sick time.
4. Any unpaid leave request must be submitted to the building administration in advance of ten (10) calendar days before the unpaid absence. If the unpaid leave request is an emergency, the employee must contact their building administrator promptly to allow for immediate planning of coverage. The employee must submit an unpaid leave request form within ten (10) calendar days or on the first day that they return to work.
5. Upon the use of unpaid days, not including FMLA or days granted under Article 16 Section 1(b) above, the employee will receive a notice from the District which will be placed in his/her personnel file indicating that attendance at work is an essential job function, that their absenteeism is detrimental to the operation of the C.O.O.R. Intermediate School District, and steps may be taken to improve their attendance. This letter will be considered a verbal warning that additional time used beyond contractual days may result in discipline up to and including termination.
6. The District reserves the right to approve or deny requests for unpaid leave with past work attendance history being a significant factor. Absences in excess of contractual days supported by a physician's statement applied to an employee or employee's

family member may be waived at the discretion of the Board with past work history being a significant factor.

7. Employees requesting unpaid leave, not including FMLA, may be asked to reimburse the District for the cost of the member's health insurance premium benefit, and vision and dental benefits for any unpaid leave days, for each day or proration of days granted. If the bargaining unit member has not worked within a sixty (60) calendar day period, the District will invoice the employee for the current and any future balances. If the employee is working at COOR ISD, the balance will be collected through payroll deduction.
 8. Health insurance premiums, at the contractual rate, will remain in force for up to one (1) year when a member is on a District-approved continuous unpaid leave. At the end of the one (1) year period, employees may continue health coverage through COBRA health coverage.
- B. Unpaid leaves may be granted for a period up to one (1) year upon written request for the following reasons:
1. Mental disability (Doctor's statement required and updated every ninety (90) calendar days).
 2. Physical disability (Doctor's statement required and updated every ninety (90) calendar days).
 3. Parental care (natural birth, adoption, or hospice care of a family member).
 4. Military
- C. Seniority accrued prior to the commencement of unpaid leave shall be reinstated upon the employee's return from unpaid leave.
- D. The District shall comply with the 1993 Family and Medical Leave Act. This policy shall be interpreted consistently with the definitions contained in the Act.
1. Employees with at least one (1) full year of service and at least one thousand two hundred fifty (1,250) hours of work in the last twelve (12) months are entitled to unpaid leave of up to twelve (12) weeks in any one (1) year period for leaves authorized under FMLA.
 2. Leaves may be continuous or intermittent with the agreement of the employee and superintendent. Benefits shall continue during the leave upon payment of appropriate contributions.
 3. Upon conclusion of the leave, the employee shall be returned to the same position or an equivalent position. If the employee does not return as scheduled, termination from the position may result.
 4. The Superintendent reserves all rights to require proper documentation of all unpaid leaves under the FMLA Act and this Article 16.
- E. When an unpaid leave in excess of twenty (20) working days is granted under Article 16 Section 2, the following guidelines will be used:

1. If the District determines that a position cannot be eliminated and may be covered internally or filled with a substitute, upon return from this unpaid leave, the employee will be placed in his/her former position if said position still exists. If the position no longer exists or the leave exceeds twelve (12) months, the employee will be placed in the position of the least senior employee working the same workday and work year in his/her classification.
2. If the District determines that a position cannot be eliminated and the position will be posted as a vacancy, upon return from this unpaid leave, the employee will be assigned to replace the least senior employee in the said classification.
3. If the former position no longer exists due to layoffs as outlined in Article 12, upon return from this unpaid leave, the employee's return would be determined by the recall language outlined in Article 12-B.

ARTICLE 17 - HOLIDAYS

- A. Employees are granted ten (10) paid holidays each year. They are: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Day and two (2) days during the Christmas-New Year holiday season.

Pay for a holiday will be based upon the employee's regular daily schedule of hours up to a maximum of 8 hours.

- B. To be eligible for holiday pay, the employee must have worked his/her last regularly scheduled work day previous to the holiday, and his/her first regularly scheduled work day following the holiday.

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

1. The employee was under a doctor's care or is confined to a hospital, and such confinement or care commenced during the week in which the holiday fell, or
 2. The employee was on a paid vacation, or
 3. The employee was on an approved leave of absence, and on a paid status.
- C. Holidays shall be paid at double time for time actually worked. Failure of the lowest seniority qualified employee(s) in the non-interchangeable job classification who fails to work when scheduled will not be eligible for holiday pay.
 - D. Holidays falling on a Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.

ARTICLE 18 – VACATION

- A. All R.O.O.C. and Facilities and Grounds Support Staff who have completed the probationary period and who are scheduled to work at least 1750 hours per year shall be granted vacation time.

Vacation time will be earned as follows:

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

The above credit amounts to:

- 5 days of vacation earned during the first year.
- 10 days of vacation earned during the second year.
- 12 days of vacation earned during the third, fourth & fifth years.
- 15 days of vacation earned during the sixth through tenth years.
- 20 days of vacation earned during the eleventh year and thereafter.

Number of hours shall be based on a regular work schedule up to a maximum of eight (8) hours and for employees with irregular schedules, the same procedure used with paid leave time and holidays will apply in addition to the eight (8) hour maximum.

- B. Paid vacations in the Special Education Department is subject to the following:
1. Bargaining unit members assigned to the Special Education Department on or before February 24, 2015 will be granted vacation time. After February 24, 2015, any newly hired bargaining unit member or those employees transferring from R.O.O.C. will not be eligible for paid vacation.
 2. For eligible employees, the number of vacation days granted annually, on their anniversary date, will remain the same as during the 2011-2012 agreement. For example, a person that was credited with five (5) days in the 2011-2012 agreement would continue to be credited with five (5) days in future agreements.
 3. For eligible employees, vacation days may not be taken when students are in attendance. Payment requests must be submitted with the employee's time sheet for the payroll period in question. Vacation days shall be used for weekdays (Monday-Friday) when the employee is not scheduled to work.
 4. Bargaining unit members transferring from R.O.O.C. to the Special Education Department who have accumulated vacation time remaining will be paid in full for their remaining days.
- C. Vacation will be requested in writing at least ten (10) business days prior to commencement of leave. The Employer shall respond to the employee's request within

five (5) business days of submission of said request. Absent notification the request shall be considered granted.

The supervisor will arrange the vacation schedule to the best interest of the program, giving consideration to the employees' preference when practical.

- D. Vacation pay shall be at the regular rate as established for that classification. When a vacation day is taken, an eligible employee will receive their regular work schedule as determined by their supervisor, but not to exceed eight (8) hours per vacation day.
- E. ROOC and Facilities and Grounds Support Staff may accumulate up to, but not more than 1.5 times their vacation days in accordance with earned vacation schedules.
- F. All unused vacation will be paid at termination of employment.

ARTICLE 19 - COMPENSATION

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

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

C. Upon resignation after fifteen (15) or more years of employment with the District and retirement under the M.P.S.E.R.S. from the C.O.O.R. Intermediate School District, the employee will be reimbursed for one-half of the sick time accrued, up to a maximum payout of forty (40) days. (280 hours, 320 hours, etc.).

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

ARTICLE 20- FRINGE BENEFITS

A. The Employer shall provide to eligible bargaining unit member the following:

PLAN A - For eligible employees needing medical insurance

HEALTH - Two options:

PPO Plan

\$500/\$1,000 in network deductible and \$1,000/\$2,000 out of network annual deductibles; prescription drug coverage (three tier copay/coinsurance)

HSA PPO PLAN———

HSA PPO prescription drug coverage (three tier copay/coinsurance).

LONG TERM DISABILITY- 66-2/3%

\$2,500 Monthly Maximum

90-Day Wait

Coordinated Benefits

Alcohol/Drug Addiction 2-year

Mental/Nervous 2 year

DENTAL

100/80/80/80 (\$1,200 annual maximum Classes I-III and \$1,500 lifetime maximum on Class IV Orthodontia)

GROUP TERM LIFE - \$20,000 (R.O.O.C./C.E.C.)

GROUP TERM LIFE - \$40,000 (Facilities and Grounds)

ACCIDENTAL DEATH
& DISMEMBERMENT - \$20,000

ACCIDENTAL DEATH
& DISMEMBERMENT - \$40,000 (Facilities and Grounds)

VISION - VSP Choice Network

PLAN B--

Any eligible employee who does not take health insurance coverage will have Plan B (the same level of LTD, group term Life and AD&D, single subscriber vision, and single subscriber dental outlined above) and two hundred fifty dollars (\$250) per month paid via the first regular payroll of the month under a qualified Section 125 Plan.

- B. 1. Employees working thirty (30) or more hours in a five (5) day work week during the scheduled calendar school year excluding vacation or break times will receive a full allocation of the amounts set forth in Section C for the medical plan and full payment for the non-medical plans.

In the event that an employee is hired to work at least twenty-one (21) hours and less than thirty (30) hours in a five (5) day work week during the scheduled calendar school year excluding vacation or break times the District and Association will meet to determine the portion of the medical and non-medical benefits paid by the District. Employees working less than twenty-one (21) hours in a five (5) day work week during the scheduled calendar school year excluding vacation or break times are not eligible for medical or non-medical benefit contributions.

2. Insurance will be provided with employee premium co-pays in accordance with the law for a twelve (12) month period from September 1 until August 31.

- C. 1. The District's maximum monthly contribution for all costs associated with health insurance shall be no higher than the 2021 PA 152 State Hard Cap amounts. On January 1 per MCL 15.563 and specified in the Michigan Department of Treasury annual memorandum and as defined by law, the District will implement each subsequent hard cap. For example, on January 1, 2022 the 2022 hard caps will begin implementation.

The District will pay one hundred percent (100%) of non-medical (Plan B) costs for members working thirty (30) or more hours in a five (5) day work week during the scheduled calendar school year excluding vacation or break times.

2. If the monthly cost for HSA Plan is less than the annual PA 152 State Hard Cap amounts, the District will contribute the remaining amount up to the hard cap toward the HSA deductible for the employee, enrolled in a HSA medical plan option, on a monthly basis subject to any restrictions under the Internal Revenue Service Rules and Regulations.
 3. Any premiums in excess of the District's contribution will be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477. To the extent afforded under the Internal Revenue Code, any deductions will be made with pre-tax dollars during the employee's work year. An employee's insurance obligation to the District must be paid in full on or before receiving final compensation from the District.
 4. It is understood that the District or Association may open this Agreement for the express purpose of reviewing Medical and Non-Medical Benefits insurance bids. The bid from the carrier must be equal to or exceed the specifications as contained in this Article. A change in benefits will only take place if both parties are in agreement.
- D. Unless continuation of insurance benefit premiums is required under the Family Medical and Leave Act, an employee's benefits will terminate when on an unpaid leave of absence under Article 16. Benefit contributions will commence upon return from the leave on the first day of the month following the return from the unpaid leave.

Insurance benefit contributions will cease effective the date an employee is laid off.

When an employee is absent for a day without pay and benefit contributions are not required to be paid by the district under the Family Medical and Leave Act, the employee will assume all the cost of the benefits through payroll deductions as a condition of this Agreement. In the event any remaining balance is due and attributable to the lack of sufficient funds being available to cover the amounts owed by the employee through payroll deduction, the remaining balance will remain immediately due and payable by the employee through a personal check to the Business Office.

ARTICLE 21 - TERMINATION AND MODIFICATION

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of the same.
- B. If neither party shall give notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.
- C. Any subsequent amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement unless ratified by the parties.
- D. Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent to the Association or Superintendent.
- E. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- F. Should it become apparent during the course of the Agreement that it should be mutually advisable to both parties to negotiate any given items, the parties may do so upon mutual consent.
- G. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. Each party may select its representatives from within or outside the District. While the Association and District shall execute no final agreement without ratification, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- H. If the parties fail to reach an agreement in any such negotiations, either party may invoke mediation through the Michigan Employment Relations Commission (MERC), or take any other lawful measures it may deem appropriate.

ARTICLE 22 - MISCELLANEOUS

- A. Any employee who fails to give a two (2) week written notice to quit shall have their file marked "not eligible for rehire."
- B. The Association and the District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and

appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members during the life of this Agreement shall not authorize, instigate, cause, aid, encourage, ratify or condone - nor shall any employee take part in any strike, slow down or stoppage of work, boycott, picketing or similar interruption of activities of the Employer. The Employer agrees there will be no lock out of employees.

- C. If any provisions of this Agreement shall, at any time, be held contrary to law by a court of competent jurisdiction in the State of Michigan or the United States, whichever is applicable, or from whose judgment no appeal has been taken within the time provided for doing so, and in the event such provisions shall not be valid and subsisting except to the extent such provisions are permitted by law, all of the provisions of this Agreement shall continue in full force and effect. In the event this Agreement, or any part of this Agreement, is found contrary to law under the conditions described above, the parties shall meet to negotiate the items in question, as soon as possible.
- D. Special conferences for important matters will be arranged between the Association and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. Conferences may be held during regular working hours with the consent of the Employer. In that event, the members of the Association shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by representatives of the Association and notice shall be given to the Employer at the time the request is made for the meeting.
- E. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act has the right to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act to the extent afforded by law.
- F. Nothing herein shall obligate the Employer to assign work to an employee if such an assignment will cause the employee to earn overtime.
- G. The parties agree that this Agreement incorporates their full and complete understanding and any prior oral or written agreements or practices not incorporated herein during the negotiations of the successor agreement are superseded by the terms of this Agreement. The parties further agree that no such oral or written understanding or practices arising during the term of the successor agreement will be recognized in the future unless committed to writing and signed by the parties as amendments or additions to this Agreement.

future unless committed to writing and signed by the parties as amendments or additions to this Agreement.

ARTICLE 23 - DRUG FREE WORKPLACE

In accordance with the law, the Board of Education of the C.O.O.R. Intermediate School District prohibits the use, possession, concealment, or distribution of drugs or any alcoholic beverage by employees on school grounds, in school or school-approved vehicles, or at any school-related event.

Drugs include any anabolic steroid, dangerous controlled substance as defined by statute, or substance that could be considered a "look-alike" controlled substance.

Compliance with this policy is mandatory. Any employee who violates this provision will be terminated without recourse to the grievance procedure. When appropriate or required by law, the district will also notify law enforcement officials.

ARTICLE 24 - DURATION

This Agreement shall be in effect upon ratification by the parties or July 1, 2021, whichever is later and shall remain in effect until June 30, 2023.

The District agrees to type the Agreement and provide copies on the District's web site.

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

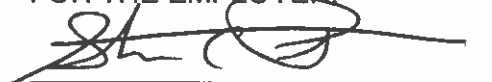
FOR THE ASSOCIATION:


Blair Williams, CESPA President

Date:

6-7-21

FOR THE EMPLOYER:


Shawn Petri, Superintendent

Date:

6-9-21

Association Team

Blair Williams, CESPA President
Tracy Hendershott
Andrea Baldwin
Rhonda Kruch, MEA UniServ

Board Team

Shawn Petri, Superintendent
Jill Radosta, Director of Special Education
Katie Keith, Early Childhood Coordinator
Melisa Akers, CEC Principal

APPENDIX A

CLASSIFICATIONS AND RATES

I. CESPAs Staff Paraprofessionals,

Year	2021-2022	2022-2023
	\$13.16	TBD

II. R.O.O.C. Staff

Year	2021-2022	2022-2023
	\$10.66	TBD

III. Facilities and Grounds Support Staff

Year	2021-2022	2022-2023
	\$13.26	TBD

TBD: Salary reopener for the 2022-2023 negotiated hourly wage no later than May 15, 2022.

Parties agree to reconvene for wages only if minimum wage increases above current wage scale for the impact of minimum wage.

IV. R.O.O.C. staff who work morning, evening or weekend hours as defined below will earn a shift premium of 25 cents per hour.

Evening, Morning or Weekend Work: Morning/Evening work is any assignment that takes place between 5:00 p.m. and 7:00 a.m., Monday through Friday, Weekend work occurs at any time between 12:00 a.m. Saturday and 12:00 am Monday.

V. Wage will be twenty (20) cents less per hour for the probationary period for all classifications.

VI. Longevity

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

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

This provision will not apply to employees hired after June 30, 2016.

GRIEVANCE FORM**COOR EDUCATION SUPPORT PERSONNEL ASSOCIATION**

Name of Grievant: _____

Grievance #: _____

Date Grievance Occurred: ____/____/____

Contract Article(s) Violated: _____

LEVEL ONE: Informal Discussion: The employee who feels he/she has a grievance shall first identify it as a grievance issue, cite the appropriate contract section or sections, and shall discuss it with their supervisor with the object of resolving the matter informally.

Date of Discussion with Supervisor: ____/____/____

Results of discussion:

_____/_____/_____
Signature of Supervisor Date

Disposition: ☐ Satisfactory ☐ Unsatisfactory

_____/_____/_____
Signature of Grievant/Association Date

LEVEL TWO: The employee or his/her steward will reduce the grievance to writing on their own time, this to be presented to his/her supervisor within ten (10) days following the act or condition which is the basis for the grievance, specifying the section of the contract he/she alleged was violated, the events that caused the alleged violation and the remedy he/she seeks.

Date submitted to Supervisor: ____/____/____

Nature of the Grievance (attach additional information if needed):

Remedy Sought:

LEVEL TWO (continued): Within ten (10) days of the receipt of the written grievance, the supervisor will arrange a conference, with the view of satisfactorily resolving the grievance.

Date of Level Two Meeting: ____/____/____

Disposition of Supervisor: Within ten (10) days after such conference or longer, if mutually agreed to, the supervisor shall answer such grievance in writing to the steward or employee.

_____/_____/_____
Signature of Supervisor Date

Written disposition received: ____/____/____ ☐ Satisfactory ☐ Unsatisfactory

_____/_____/_____
Signature of Grievant/Association Date

LEVEL THREE: The grievance may be appealed to the Superintendent of Schools or his/her designee by sending such notice to him/her, in writing, within ten (10) days after the date of the supervisor's written decision.

Date submitted to Superintendent/Designee: ____/____/____

LEVEL THREE (continued) Within ten (10) days after receipt of the written appeal, the Superintendent or his/her designated representative, will arrange for a conference to satisfactorily resolve the grievance.

Date of Level Three Meeting: ____/____/____

Disposition of Superintendent/Designee: Within ten (10) days after the conference, or longer if mutually agreed to, the Superintendent or his/her designated representative shall answer such grievance in writing.

_____/_____/_____
Signature of Superintendent/Designee Date

Written disposition received: ____/____/____ ☐ Satisfactory ☐ Unsatisfactory

_____/_____/_____
Signature of Grievant Date

_____/_____/_____
Signature of Association Date

LEVEL FOUR: If the grievance is not settled at the preceding step, it may be submitted by the Association to mediation through the Michigan Employment Relations Commission within twenty (20) days from the date of the Superintendent's disposition. No individual shall have the right to appeal to mediation.