

MASTER AGREEMENT BETWEEN
COLDWATER COMMUNITY SCHOOLS
-and-
COLDWATER EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
2012-2015

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ARTICLE I
RECOGNITION

The Coldwater Community Schools Board of Education recognizes the Coldwater Educational Support Personnel Association as the sole and exclusive bargaining agent as defined in Section II of Act 379, Public Acts of 1965 and in accordance with the Michigan Employment Relations Commission certification for all bus drivers, dispatchers, paraprofessionals, secretaries, clerks, and RTP Coordinator; but excluding supervisors, teachers, custodial employees and confidential employees.

ARTICLE II
BOARD OF EDUCATION RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of the action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the employer.
 2. Determine the number of shifts and hours of work, starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees subject to the terms of the Agreement, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods or change therein.
 5. Adopt rules and regulations that shall be uniformly applied to all employees within the bargaining unit.
 6. Determine the qualifications of employees in accordance with the Americans with Disabilities Act.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement or distribution of work and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions and authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided in this Agreement.
 11. Determine the selection, testing, or training of employees, providing that such selection shall be based upon the lawful criteria.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations as they pertain to education and the transportation of children in connection therewith. None of the provisions of this Article shall be applied in a manner inconsistent with any other provisions of this Agreement.

ARTICLE III
AGENCY SHOP, DUES AND PAYROLL DEDUCTIONS

- A. All employees, as a condition of continued employment shall, within thirty (30) working days, pay either membership dues or service fees. All employees new to the District will be informed of this requirement when offered employment in the District. Payroll deducting of dues, service fees, and assessments shall be required as a condition of this Collective Bargaining Agreement. The Board shall accordingly deduct dues and fees pursuant to the authority set forth in MCLA 408.477.
- B. The Board agrees to promptly advise the Association in writing of all additions, deletions or changes in status of members of the bargaining unit within ten (10) working days.
- C. Authorized deductions of membership dues shall be made from each paycheck each month for twenty (20) pays beginning with the second pay in September and ending in June of each year. The Board agrees to promptly and monthly remit to the Association Treasurer all moneys so deducted, accompanied by a list of employees from whom the deductions have been made. Employees may also pay their dues in full to the Association treasury within thirty (30) days of the onset of each school year. The Association must notify the District within five (5) days of receiving such payment. The Association Treasurer shall remit dues withheld in error to the employee.
- D. The Association shall indemnify and hold the Board harmless against any and all claims or liabilities, including unemployment compensation, court costs and attorney fees, which arise out of the Employer's compliance with the provisions of this Article.
- E. The Association agrees upon request to provide the Employer for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures." The Association further agrees, upon request, to certify to the Employer that it has complied with its policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in the collective bargaining agreement. The Association shall reimburse the District \$7.00 per year for PAC voluntary contributions.
- F. The Board shall make payroll deductions upon written authorization from members for other mutually agreed upon plans or programs. There must be at least ten (10) participants enrolled in the plan or program.

ARTICLE IV
ASSOCIATION RIGHTS

- A. The parties agree to abide by all the laws, statutes, and constitutions of the United States and the State of Michigan. Nothing herein shall be construed to deny any member his/her rights under the laws, statutes, or constitution.
- B. The Association and its members shall have the right to use school building facilities consistent with Board policy.
- C. School messenger service (so long as it exists within the district), telephone communication, facsimile machine, bulletin board space, duplicating equipment, typewriters and computers shall be made available for Association use on employee's own time outside their work schedule.
- D. During the school year, the Association shall be allowed twenty (20) release days for Association business. The Association shall reimburse the District for the retirement paid for such days. Such days may be used for grievance processing, training, negotiations, or other necessary Association business. No one (1) employee may use more than six (6) release days, and no more than nine (9) days shall be used by any one (1) subunit (Transportation, Paraprofessionals, Secretaries, or Clerks) per contract year. No one (1) employee shall use more than fifteen (15) days during the life of this contract. Prior approval of the immediate supervisor and the Executive Director of Employee Relations shall be obtained.
- E. In order to investigate grievances, Association members shall have access to work sites with prior notification of administration on member's own time.
- F. At the time of a vacancy posting, the District agrees to inform the Association President and Treasurer by a copy of the posting, in a timely fashion, of the following:
 - 1. Copies of all postings.
 - 2. The District agrees to inform the Association and Treasurer within five working days (subject to Board approval) in the filling of all new, transferred or temporary positions. The District shall also include the following information:
 - a.) Name of the employee
 - b.) Date of hire

ARTICLE V
MEMBER RIGHTS

A. Review of Personnel File

Each employee shall have the right to review his/her personnel file, with Association representation if requested, according to Board guidelines.

B. Signing Material in File

The employee shall sign all materials to be included in his/her personnel file. Such signing does not indicate agreement; however, the employee shall have the right to include a rebuttal to any material he/she chooses to amplify or clarify. The employee shall have ten (10) working days to sign and attach his/her rebuttal unless mutually agreed upon to extend.

C. Contents of File

The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference, other than those which are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary material and letter of resignation.

D. FOIA Request

The District agrees to notify the employee in writing when the District receives a request for all or part of that employee's personnel file under the Freedom of Information Act. The employee will be provided opportunity to review the contents before the release of the file and may request Association representation in this review. Only information allowed under the FOIA and Bullard-Plawecki Employee Right to Know Act and other federal and state laws will be released. The employee may be present when the requesting party examines the file.

The District and Association recognize that this Agreement is based on their mutual understanding of current law and they agree to meet to discuss changes should further judicial proceedings or legislative action so require.

E. Written Complaints

Any written complaint against an employee, that the District takes seriously and/or which will be made part of the employee's permanent record or evaluation, must be promptly brought to the employee's attention.

F. Discipline Steps

1. No Association member shall be disciplined without just cause. The Board will subscribe to the principles of prompt progressive discipline that shall include:

- a) A documented verbal warning
- b) Written warning
- c) A documented first reprimand
- d) A documented second reprimand
- e) Suspension with or without pay

f) Discharge

2. However, both parties agree that, depending upon the grossness of the offense, the Board may skip steps.
3. Both the Board and the Association agree that the employee facing discipline, or possible discipline, has the right to representation and privacy. Confidentiality shall be maintained according to law.

G. Investigation of Complaints

The District shall investigate complaints against an employee promptly and with due diligence. During the time the District is making its investigation, the employee may be suspended with pay.

H. Employee Concerns

If an employee has a health or safety concern in regard to his/her job, the immediate supervisor shall be notified in writing. The supervisor shall investigate the concern and, within five (5) working days, issue a written reply to the employee and Association detailing the results of said investigation.

I. Personal Property

Loss of personal property: If an employee is asked by the District to use his/her property to perform his/her job; the District will reimburse the employee for destruction or theft of such property.

ARTICLE VI
HOLIDAYS

A. All employees who are paid for the workday immediately preceding the Holiday and the workday immediately following the Holiday shall receive the following paid holidays:

Labor Day	Christmas Eve Day	New Year's Day
Thanksgiving Day	Christmas Day	Good Friday
Day after Thanksgiving	New Year's Eve Day	Memorial Day

B. Each employee shall receive his/her normal rate of pay for the holiday. (In the case of a schedule that varies from day to day, an employee will be given his/her average daily pay for the holiday.)

ARTICLE VII
LEAVES OF ABSENCE WITH PAY

A. Sick Leave

1. A sick leave day shall be based on an employee's current hourly equivalent for hours worked each day. (For example, an employee working five (5) hours shall receive one (1) five (5) hour sick day for each month worked). Each employee shall accrue beginning the first month of work one (1) sick leave day for each month worked. There shall be a ten (10) sick day accrual limit for each year, except for year-long employees who shall accrue twelve (12). Employees hired prior to December 13, 2004 may accrue at their hourly equivalent unlimited sick leave days. Employees hired after December 13, 2004 may accrue at their hourly equivalent a maximum of 100 sick leave days.

Employees' sick leave time shall be determined according to the following formula: total number of hours worked per week divided by five (5). Sick leave time shall be rounded to the nearest quarter of an hour.

2. Employees who are going to be absent must call their supervisor by 6:00 A.M. or one (1) hour before the scheduled starting time of work. If this is not followed, it is not an approved leave and will not be paid. Employees who know their illness will be continued will, as a courtesy, notify their place of work before the close of the work day.
3. If the employee knows that they will be absent 10 or more days they will notify their direct supervisor as such for illness of the employee or sickness within the immediate family on whole or part of a day basis. An immediate family member shall be defined as a spouse, children, stepchildren, parents, parents-in-law, grandparents, grandchildren, or a dependent of the employee's immediate household residence who is classified as a dependent by the Internal Revenue Service's definition.
4. Employees who become medically disabled because of pregnancy shall be entitled to use any or all of their accumulated sick leave days consistent with the practice relative to all other medical disabilities. In order to use this time, however, the employee must submit confirmation of the disability by the physician. The employee may use as much of the accumulated sick leave as she desires, as long as there is medical verification. Upon exhaustion of sick leave, the employee may apply for an unpaid leave.
5. At the end of each school year, employees may opt to receive pay for any unused sick days at 100% of his/her daily rate. It is understood that sick day payout shall only be available for the maximum amount of sick time earned in the current year. It is understood that banked sick leave may not be used for this option. If a qualified employee chooses the "payment for unused sick days" option, the annual allotment of days shall be forfeited upon payment. Payment for this option shall be made annually on the last pay period of the District's fiscal year. If this option is selected, the employee must give written notice of his/her desire to select the option to the Payroll Office by May 1 of each fiscal year.
6. Employees, with fifteen (15) or more years of service with this unit, shall be paid \$6.50 for each banked sick leave hour upon retirement
7. After five consecutive sick days, the District may require a doctor's note.

8. Employees may not take days off without pay without the prior approval of administration, and may only do so if all sick days and personal business days have been used.

B. Workers' Compensation

Employees receiving Workers Compensation are excluded from receiving holiday pay from the District. The exception is the fourteen (14) calendar-day exemption period determined by law.

Leave allowances for employees injured while working for Coldwater Community Schools and receiving Workers' Compensation Benefits shall be as follows:

1. Accumulated sick leave shall be made available to employees during the period he/she is unable to work.
2. Employees absent from work on Workers' Compensation shall accumulate sick leave as if at work in their regular assignment. Said sick leave shall be available for the employee to use upon returning to work. The extent of the absence, however, shall not be for more than one (1) year for the purposes of sick leave accumulation only.
3. Days not used may be accumulated as sick leave days.

C. Personal Business

1. All employees shall be entitled to a maximum of three (3) personal business days per year in addition to the allotment of sick leave to take care of personal business which cannot otherwise be conducted outside of the normal working hours and provided that the use of said days has prior administrative approval and the employee has filled out the necessary form.
2. In cases of emergency, the employee must contact an administrator who has the authority to grant such leave.
3. Days not used may be accumulated as sick leave days.
4. Upon approval of the Superintendent, one or more accumulated sick days may be made available to the employee as personal business time.

D. Bereavement Leave

1. Up to three (3) days shall be granted at the normal daily rate of pay in the event of the death of a family member which shall include mother, father, child, husband, wife, significant other or IRS dependent, aunt, uncle, sister, brother, step-parent, grandfather, grandmother, grandchild, mother-in-law, father-in-law, sister-in-law or brother-in-law, son-in-law or daughter-in-law of the member, or grandfather or grandmother of the member's spouse. Employees may be granted bereavement leave for individuals other than those listed above, at the sole discretion of the Superintendent.
2. If employees are responsible for funeral arrangements of a family member, or member of the same household, they may be granted additional days with pay for such activities as approved by the Superintendent.

3. One day per year with pay may be used to attend funerals of those persons whose relationship necessitates attendance.
4. This leave shall not be deducted from sick leave.

ARTICLE VIII
UNPAID LEAVES OF ABSENCE

- A. Following one (1) year of continuous employment, an Association member may request in writing a leave of absence without pay and shall be granted one for up to one (1) year, if such leave corresponds to the following descriptions. Extensions of all unpaid leaves are subject to renewal at the discretion of the Board. An employee having completed his/her probationary period may be granted leave of absence subject to Board approval.

- B. Reasons for Unpaid Leave of Absence (all unpaid leaves that apply are subject to the Family Medical Leave Act).
 - 1. Serving in any elected or appointed position, public, or private, including Association work
 - 2. Personal, non-work related illness, or family illness
 - 3. Child care
 - 4. Educational leave related to the employee's current position
 - 5. Military leave
 - 6. Other, with Association and District approval

- C. With the exception of the Family Medical Leave Act requirements, all fringe benefits paid by the Employer will cease at the commencement of any unpaid leave of more than two (2) weeks or the current period for which the Employer has prepaid the carrier. The employee at his/her own expense may continue fringe benefits, providing it is in agreement with State and Federal laws. The superintendent, at her/his sole discretion, may extend such benefits following the FMLA required time period.

- D. Sick leave shall not accrue while on leave, but unused days held at the start of the leave shall be reinstated upon return from leave.

- E. Requests for leave of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave and should be filed with the Administration a minimum of fourteen (14) days prior to the next regularly scheduled school board meeting.

- F. Return from Unpaid Leave of Absence OR DISABILITY
 - 1. Employees on leave for health reasons must either return at the end of one (1) year or request an extension of said leave, which is at the discretion of the Board to grant.
 - 2. When an employee's health permits his/her return, he/she shall make his/her request known in writing to the Administration and will submit a statement from a physician of the employee's fitness for work.
 - 3. An employee returning from an approved leave of absence of one (1) year or less shall be reinstated to the position and classification he/she held when the leave began. If the position no longer exists, he/she shall bump a less senior employee(s) within the classification who has the same hours as the returning employee had at the time the leave was granted or fewer hours at the returning employee's

option, providing that employee has less seniority than the returning employee in accordance with Article XI. If the returning employee does not have the seniority to do this, he/she shall be placed on layoff.

4. An employee returning from a leave of up to and including sixty (60) days shall be required to give ten (10) days written notice to the Administration of intent to return to work.
5. Employees returning from an extension of a leave of more than one (1) year will be given a position in the same classification if a vacancy exists or occurs and if no employee in that classification is on layoff.

G. Leave for Medical or Family Medical Reasons

1. FMLA leave of a bargaining unit member shall not be subject to A. above, the requirement of continuous employment of one full year with the District.
2. FMLA leave shall not be used adversely against an employee for overall employee attendance statistics. No employee shall be disciplined for lawful use of FMLA.
3. Employees who took FMLA leave will be eligible for conferences, seminars and training as if the employee did not take FMLA leave.

H. Military Leave

Any employee who takes leave for military duty shall be entitled to re-employment rights in the position he/she vacates or one of like status and pay, provided:

1. He/she did not vacate a temporary position.
2. He/she is honorably discharged.
3. He/she notifies the District of intent to return within ninety (90) days prior to discharge.
4. He/she is physically fit to return.

I. Jury Duty

1. If called to jury duty, the employee shall furnish the District with a copy of the call to jury duty listing the days of required attendance.
2. An employee who is called for Jury Duty shall receive his/her regular pay for the day provided he/she makes himself/herself available for work as scheduled when not occupied with jury duty provided he/she makes himself/herself available for work as scheduled when not occupied with jury duty. It is understood that when an employee is dismissed from jury duty, he/she shall report to work if possible and shall work for the balance of the scheduled work day.
3. Employees who receive payment for jury duty from a governmental agency shall turn such payment into the Payroll Department. The employee shall then be reimbursed for any mileage payment included in the jury duty by receipt of a District check.

J. Court Appearances

Leave of absence with pay not charged against sick leave shall be granted for subpoenaed court appearances, providing the employee is not a party to the action. If court pay is received, the employee will give his/her court remuneration to the District to offset the wages the employee will receive. The court remuneration will be given to the District within ten (10) days of receipt. The employee will also work as much of his/her normal workday as possible.

K. The Coldwater Educational Support Personnel President shall be notified of all leaves via school board minutes.

ARTICLE IX
VACANCIES, JOB POSTINGS, AND TEMPORARY POSITIONS
Paraprofessional, Bus Driver, Dispatcher Classifications

- A. Definition- The term "vacancy" means a position caused by an employee resigning, retiring, transferring, being discharged, death or the creation of a new position in the bargaining unit.
- B. Posting - The Employer agrees to post notice of all vacancies on the District website within ten (10) working days of the creation of the vacancy for a period of five (5) working days, setting forth the requirements for the position in the posting. The employer shall have available a job description of the position. Employee applicants will be notified as to the successful bidder for the position within ten (10) working days from the close of the posting. During the summer student break, the posting period shall be extended to ten (10) working days. Postings shall contain the following:
- | | |
|-----------------------|--|
| 1. Type of work | 7. Minimum requirements and brief overview of job responsibilities |
| 2. Location of work | 8. E-mail address of contact person |
| 3. Starting date | 9. Contact person |
| 4. Rate of pay | 10. Closing date of posting |
| 5. Hours to be worked | |
| 6. Classification | |
- C. Employees who wish to fill the vacant position must indicate in writing their wishes to fill the position. This written notice must be received by the supervisor/director listed on the posting within the posting period. Facsimiles are acceptable if received by the supervisor/director prior to 4:30 P.M. of the application deadline date. Follow-up original must be received prior to the interview.
- D. Filling of vacancies within each bargaining unit classification shall be subject to the following:
1. The employee meets the requirements of the job as published on the job description;
 2. The employee's last work evaluation is satisfactory;
 3. An informational interview will be held with the three (3) most senior applicants;
 4. The most senior, qualified applicant within the classification will be awarded the trial assignment per Article X (I)(2).
- E. Order of Filling Positions Vacancies will be filled in this order:
1. Per Paragraph D (4) above.
 2. The most senior laid-off employees who hold active seniority within that classification;
 3. All other employees within the bargaining unit;
 4. Laid-off employees who hold inactive seniority within that classification;
 5. Persons from outside the bargaining unit. The district may give consideration to these employees but has no obligation to hire employees outside their classification. These employees may be given consideration.

F. Employees who are successful bidders will transfer their accumulated sick leave and vacation time to their new positions on a pro-rata basis based on the ratio of the number of hours per day worked in the prior position of the number of hours per day worked in the new position.

G. The President of the Association shall be sent copies of all CESPAs postings.

H. Probation

1. New Hires

New employees hired in each classification shall serve a probationary period for the first consecutive sixty (60) workdays. Absences or holidays will not count toward the sixty (60) days. Probationary employees may be dismissed with or without cause or notice.

2. Transferred Employees

Transferred employees who take another position within the unit shall have a trial period of fifteen (15) days. The trial period may be extended not to exceed an additional five (5) days.

a) Employees who move into another position will have the opportunity within fifteen (15) workdays to return to their previous position providing that position has not been eliminated.

b) The employer may return the employee to their previous position with cause any time during the trial period.

c) During the trial period the employer may consider the former assignment as a temporary position, or a substitute position.

d) Employees may take voluntary layoff if they choose to leave their position. When a vacancy occurs within the classification, active classification members will get first priority, then, classification employees by seniority on layoff. They will be on the recall list by seniority for two (2) years.

I. If a probationary employee does not accept or is not awarded the new job he/she is training for the position will be reposted.

J. Temporary Positions

1. The District will post all temporary positions.

a. A temporary position shall be defined as a position that lasts for a period of at least twenty-five (25) through sixty (60) workdays. Temporary employees shall receive temporary rate (commensurate pay as if they were permanently assigned to a new position.) The temporary rate shall be defined as the first step of that classification's pay scale. Internal applicants from within the classifications who are awarded a temporary position will be paid at the temporary rate unless their current rate of pay is higher. Internal applicants whose rate of pay exceeds the temporary rate will be paid at their current step on the wage scale while filling the temporary position.

b. A substitute position shall be defined as a position that lasts for a period of less than twenty-five (25) workdays. Substitute employees shall receive the substitute rate.

- c. Regular employees may bid on available Temporary Positions. Once the Temporary Position expires, the employee will return to their original position.
2. Internal applicants from within the classifications who are awarded the position will be given commensurate pay and benefits as if they were permanently assigned to the new position.
3. If no one within the classification is awarded the position, the District will consider qualified candidates from within the bargaining unit.
4. New hires will work at the substitute rate and will be afforded substitute status.
5. The maximum length for a temporary assignment is the length of leave as approved by the Board of Education. The beginning time for the temporary assignment will begin as soon as the administration is notified as to the length or probable length of the leave of absence of the permanent employee. (See Article VIII, E)
6. Applicants will be awarded the job in accordance with the provisions of this Article.
7. Current employees will continue to accrue seniority in their respective classifications during their assignment as a temporary.

ARTICLE X
VACANCIES, JOB POSTINGS, AND TEMPORARY POSITIONS

Secretary and Clerk Classifications

- A. Definition- The term "vacancy" means a position caused by an employee resigning, retiring, transferring, being discharged, death or the creation of a new position in the bargaining unit, or the permanent extension of weeks in a current position.
- B. Posting - The Employer agrees to post notice of all vacancies on the District website within ten (10) working days of the creation of the vacancy for a period of five (5) working days, setting forth the requirements for the position in the posting. The employer shall have available a job description of the position. Internal applicant interviewees will be notified of the selected candidate for the position within ten (10) working days from the close of the interview process. During the summer student break, the posting period shall be extended to ten (10) working days. Postings shall contain the following:
1. Type of work
 2. Location of work
 3. Starting date
 4. Rate of pay
 5. Hours to be worked
 6. Classification
 7. Minimum requirements and brief overview of job responsibilities
 8. E-mail address of contact person
 9. Contact person
 10. Closing date of posting
- C. Employees who wish to apply for the vacant position must apply in writing. This written notice must be received by the supervisor/director listed on the posting within the posting period. Facsimiles are acceptable if received by the supervisor/director prior to 4:30 P.M. of the application deadline date. Follow-up original must be received prior to the interview. The President of the Association shall be sent copies of all CESPAs postings.
- D. Current bargaining unit members shall be given the opportunity to attend class work or perform tutorials prior to testing for the posted vacancy at their own expense. Current employees who have successfully passed the District test within three (3) years shall be considered as having passed the test for purposes of the current posting. Vacancies shall be filled from among those candidates who have passed the required District test.
- E. Employees who are awarded a new position will transfer their accumulated sick leave and vacation time to their new positions on a pro-rata basis based on the ratio of the number of hours per day worked in the prior position of the number of hours per day worked in the new position.
- F. If a bargaining unit member does not accept or is not awarded the posted position during the trial period the position may be offered to the next qualified applicant who was interviewed.
- G. Probation
1. New Hires
New employees hired in each classification shall serve a probationary period for the first consecutive sixty (60) workdays. Absences or holidays will not count toward the sixty (60) days. Probationary employees may be dismissed with or without cause or notice.

2. Transferred Employees

Transferred employees who take another position within the unit shall have a trial period of fifteen (15) days. The trial period may be extended not to exceed an additional five (5) days.

- a) Employees who move into another position will have the opportunity within fifteen (15) workdays to return to their previous position providing that position has not been eliminated.
- b) The employer may return the employee to their previous position with cause any time during the trial period.
- c) During the trial period the employer may consider the former assignment as a temporary position, or a substitute position.
- d) Employees may take voluntary layoff if they choose to leave their position. When a vacancy occurs within the classification, active classification members will get first priority, then, classification employees by seniority on layoff. They will be on the recall list by seniority for two (2) years.

H. Temporary Positions

1. A temporary position shall be defined as a position that becomes a “vacancy” after the start of the school year and prior to the termination of the school year. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill the position. The Board shall not be limited to its selection of personnel to temporarily hold the position to applicants from within the unit, nor shall it be required to make permanent appointment before the termination of the school year in which the vacancy occurs or the position is created. A minimum of three qualified internal candidates will be granted an interview for a temporary position. The District will post all temporary positions.
 - a) Temporary employees shall receive the temporary rate. The temporary rate shall be defined as the first step of that classification’s pay scale. Internal applicants from within the classifications who are awarded a temporary position will be paid at the temporary rate unless their current rate of pay is higher. Internal applicants whose rate of pay exceeds the temporary rate will be paid at their current step on the wage scale while filling the temporary position.
 - b) Internal substitutes for the secretary and clerk classification shall be paid at the substitute rate. The substitute rate for secretarial duties shall be a minimum of \$10 per hour, or the current district substitute rate. Substitute duties shall include coverage for lunch breaks, appointments, meetings, short-term emergencies, absences, or any other short-term interruption in the daily schedule. Substitutes may also be employed at the substitute rate until the posting and hiring process of a temporary position is completed. The substitute rate for clerks shall be the first step of the clerk pay scale. The use of a substitute shall be at the sole discretion of the administration based upon building needs.
 - c) Regular employees may apply for temporary positions. Once the temporary position expires, the employee will return to their original position.

- d) If a bargaining unit member does not accept or is not awarded the temporary position during the trial period the position may be offered to the next qualified applicant who was interviewed.
2. Current employees will continue to accrue seniority in their respective classification(s) during their assignment as a temporary. (SEE APPENDIX G I,A)

ARTICLE XI
SENIORITY

A. Active Seniority

Active seniority is defined as the amount of time accrued since the completion of the probation period within the classification or the adjusted seniority based upon re-entry in the employee's current classification as a transportation, a secretarial, a clerical, or a paraprofessional employee.

B. Inactive Seniority

1. Inactive seniority as transportation, a secretarial, a clerical, or a paraprofessional employee is defined as the amount of time accrued between the seniority dates of the former position and the new position. At the time the employee switches classifications his/her seniority must be frozen. Furthermore, in order to be effective, employment in CESPAA must be continuous. (See Article XII, C.) Inactive seniority only counts for layoff and recall.

2. In the event that an employee bumps back into a classification in which he/she holds inactive seniority, his/her active seniority date will be adjusted to reflect the banked inactive seniority.

C. Approved leaves of absence for medical, military service, or union business of up to twelve (12) months shall not interrupt continuous service. The date upon which an employee completes probation shall be established as his/her seniority date.

D. In September of each year, the Board shall publish and distribute to each bargaining unit member a copy of the complete seniority list for the members of the bargaining unit. Such list will contain classification seniority and will be prepared by the Administration and Association.

E. In the event that more than one individual has the same seniority date, the individual shall be placed on the seniority list based upon the highest last four digits of the employee's social security number. The employee who has the highest last four digits shall be placed as the more senior.

The now established seniority rank among groups previously identified as having equal claim to a position shall be used to determine promotions, layoffs, transfers, and recalls.

F. Employees who leave the bargaining unit to accept other positions in the District shall lose all seniority. Seniority shall also be lost if an employee severs his/her employment with the District, is discharged, abandons his/her work being absent for three (3) consecutive days without notifying the employer, is convicted of a felony, retires or dies.

G. An employee on an authorized leave of absence for twelve (12) months or more for reasons other than medical, military or union business will freeze his seniority. No more will accrue.

H. Employees who work simultaneously in more than one classification within this unit shall gain seniority in all classifications in which the employee is working.

I. Current employees classified as Secretarial/Clerk employees, as of August 30, 1999 shall remain on a single seniority list. For employees initially hired as secretaries or clerks after August 30, 1999, seniority shall only lie in the classification into which they were hired, until such time as they may transfer into another position per B1 and B2 above.

ARTICLE XII
LAYOFF AND RECALL

A. Layoff

1. A layoff is defined as a reduction of the workforce within each classification because of lack of funds or work. An employee who is laid off no longer has regular work with the District.
2. Employees who are going to be laid off shall receive twenty (20) calendar days notice.
3. Probationary and temporary employees shall be laid off first, providing the remaining workers have the skills to perform the jobs that are left.
4. Laid off employees shall have their insurance benefits continue to the end of the prepaid period in which the layoff occurs.
5. Employees whose positions have been eliminated must follow the procedure below:
 - a. Bump a less senior person or persons within his/her active seniority classification. The employee has five (5) days after notification to bump.
 - b. The most senior employees shall have the right to be retained with as close to their normal hours as possible, within each classification. No less senior employee will be employed unless he/she possesses job skills that the more senior employee does not possess or could not readily learn within thirty (30) working days. The more senior employee will be afforded the probationary process.
 - c. If the bump does not result in a position and if the employee designated for layoff holds inactive seniority, he/she may bump the least senior person within that classification whose hours are the same or less and whose job skills are commensurate with the job skills of the person designated for layoff. It is understood that the person bumped would also have less seniority than the person designated for layoff.
 - d). If these procedures do not result in a job, or if the employee does not bump, the employee goes on voluntary layoff.
6. The employee must exercise his/her right to bump prior to the effective date of layoff or he/she automatically goes on layoff status.
7. Employees shall continue to accrue active seniority during layoff not to exceed two (2) years.

B. Reduction of Hours/Weeks

Employees who have their hours/weeks cut may bump less senior employees, but may not exceed eight (8) scheduled hours of work per day. The senior employee must be able to perform the skills or learn them within thirty (30) working days.

C. Recall

1. Laid-off employees shall be carried on the recall list commencing with the date of layoff.
2. a) When employees are recalled to work, they may be recalled to either their active or inactive classification whichever position becomes available first with the most senior employees recalled first. Should the employee be recalled in his/her inactive classification and a position becomes available in his/her active classification, then he/she shall have the opportunity to be recalled for that position. It is understood that an employee may refuse to be recalled to a job that pays less than his/her previous job, but that such refusal means that the employee will lose seniority in that classification and the right to be recalled to that classification.

b) Employees recalled to a new position or changed job description will be subject to probation.
3. Procedures
 - a) The recalled employee shall be recalled by a certified or registered letter sent to the last known address.
 - b) It is the employee's responsibility to furnish the personnel office with a current address and telephone number and any changes in such.
 - c) The employee must respond to the recall notice within five (5) days or he/she will be deemed a voluntary quit. Exceptions to this may be made for extenuating circumstances if both the Administration and Association agree.
4. A laid off paraprofessional, secretary, or clerk upon application and his/her wishes, may be used to substitute in his/her own classification or another and shall be paid beginning wages for that classification during the period of his/her layoff.

ARTICLE XIII
EVALUATION

- A. Each employee shall be evaluated by his/her supervisor at least once a year by May 1st . Any employee who is not evaluated shall be considered to have satisfactory job performance/evaluation.
- B. The evaluation process will be completed as follows:
1. The District agrees to collaborate with the Association in developing evaluation forms to be used within each classification. These forms are to be completed within forty five (45) working days of the ratification date of this contract.
 2. When the supervisor completes the evaluation form, he/she shall give the employee a copy. The supervisor and employee shall review and discuss the contents of the completed evaluation at the time the employee receives his/her copy.
 3. If the evaluation is unsatisfactory, or if the employee requests it, a conference will be held within ten (10) days. The employee with the unsatisfactory evaluation will be entitled to Association representation. At the conference, an employee who receives an unsatisfactory evaluation will:
 - a) Be given specific recommendations by his/her supervisor on how to improve his/her job performance;
 - b) Be evaluated again ~~in three (3) months~~ **WITHIN THIRTY (30) DAYS** to see if he/she has improved his/her performance.
 4. The employee shall keep one copy of the evaluation and the original copy shall be placed in the employee's personnel file.
 5. If the employee disagrees with anything in his/her completed evaluation, he/she may write a rebuttal that will be attached to the original in his/her personnel file. The rebuttal must be submitted within ten (10) working days of the receipt of the evaluation or the conference whichever is later.
 6. If the employee has remedied his/her deficiencies, the satisfactory evaluation will be placed on top of and attached to the unsatisfactory evaluation.

ARTICLE XIV
GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract. The matter of administrative judgment involving the evaluation of the employee's work performance shall not be the basis of any grievance filed under the procedures outlined in this article. The evaluation, however, can be used as the basis of discharge and discipline and is only at this time subject to the grievance procedure. (See Appendix GIII, Grievance Report Form)
- B. A written grievance, as required herein, shall contain the following:
1. It shall be signed by the grievant(s) and the Union's grievance chairperson or a Union designee.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or sub-sections of this contract alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
 7. A grievance may not be amended past Level 3.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejections shall not extend the limitations hereinafter set forth.

- C. The term "days" shall mean workdays, or the days the Central Business Office is open, if summer months are involved in the grievance timing.
- D. Disposition of grievances will be as follows:

Level 1: SUPERVISOR - INFORMAL LEVEL

Any employee having a grievance shall discuss the same with his/her immediate supervisor by himself/herself or with a Union representative within ten (10) working days of the alleged violation in an attempt to resolve the same. Within ten (10) days of the discussion, the supervisor shall give his/her verbal answer to the employee concerning the grievance. In the event the grievance is not satisfactorily resolved at Level 1, the Union member may proceed to Level 2 by reducing the grievance to writing in accordance with Paragraph B within ten (10) days of the verbal disposition and filing the same with the employee's immediate supervisor. The Union's grievance chairperson or Union designee's signature must be on all written grievances.

Level 2: SUPERVISOR - FORMAL WRITTEN LEVEL

Within ten (10) days of filing the written grievance, the immediate supervisor shall hold a meeting with the grievant and the Union's grievance chairperson or Union's designee to discuss the grievance. Within ten (10) working days of the discussion, the immediate supervisor shall answer the grievance in writing stating whether the grievance is granted or denied along with the reasons therefore.

Level 3: SUPERINTENDENT LEVEL

In the event the Union is not satisfied with the disposition of the grievance at Level 2, it may proceed to Level 3 by filing the grievance and all written responses, along with the written reason of rejection by the Union, with the Superintendent or his/her designee within ten (10) working days of the answer at Level 2.

Within ten (10) days of the appeal, the Superintendent or his/her designee shall hold a discussion of the grievance with the grievant and the Union's grievance chairperson or Union's designee. The Superintendent or his/her designee shall answer the grievance with reasons within ten (10) days of the discussion.

Level 4: MEDIATION

In the event that the grievant or the Union is not satisfied with the response from the Superintendent or his/her designee, the parties can request a State Mediator through Michigan Employment Relations Commission to listen to the grievance concern and to recommend possible solutions. This request must come within ten (10) working days from the receipt of the grievance response from the Superintendent.

Level 5: BOARD LEVEL

In the event that the Union is not satisfied with the disposition of the grievance at the Mediation level, the Union may, in its sole discretion, appeal same to the Board of Education by filing a copy of the written grievance and answer by the Superintendent, along with the reasons for rejecting the Superintendent's disposal of the grievance, with the Secretary of the Board of Education not less than five (5) days prior to the next regularly scheduled board meeting. Upon receipt of the grievance by the Board of Education, the board shall, within one (1) month, schedule a hearing on the grievance with the Board Grievance Committee to hear the grievance. If disciplinary in nature, hearing before the Board Grievance Committee will be closed. Within ten (10) days, the board shall render its written decision concerning the grievance through the Superintendent and transmit it to the Union. The Union shall have the right to have its officers and grievance chairperson or Union's designee present at the hearing along with the grievant.

In the event CESPAs are not satisfied with the Board's response, it may submit a specific issue of dispute to the board. The Board will have thirty (30) days to respond. If the specific issue is still not resolved, it may be submitted by CESPAs for binding arbitration.

Level 6: ARBITRATION

In the event CESPAs are not satisfied with the disposition of the grievance at the Board Level, the Union may, in its sole discretion, appeal same to arbitration by filing a copy of the written grievance and answer by the Board of Education, along with the reasons for rejecting the Board's disposal of the grievance, with the American Arbitration Association within thirty (30) days.

E. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance that arose prior to the effective date of this Agreement shall not be processed.

F. Alternative Selection Process

If the parties agree on an arbitrator outside of the American Arbitration Association process, the hearing and the award shall be governed in accordance with AAA rules.

G. Miscellaneous Conditions

Time limits may be extended by mutual written agreement of the parties. Any claim or grievance arising under the terms of this Agreement may be processed through the grievance procedure until resolution.

Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Level 2 of the grievance procedure.

If the Association violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance shall be forwarded to the next step.

H. Expedited Process

The Administration, at its option, may agree to expedite a grievance (via the following procedure:)

The grievance shall be submitted in writing to the Superintendent or his/her designee.

Within five (5) working days after submission, the Superintendent or his/her designee shall schedule a meeting with the Association in an effort to resolve the dispute.

If the dispute is still not resolved to the Association's satisfaction within five (5) working days of the initial hearing, the Association may appeal the grievance to binding arbitration, under the rules of the American Arbitration Association for expedited arbitration. Both parties agree to be bound by the decision of the arbitrator. The fees and expenses of the arbitrator shall be borne equally by the parties.

Any grievance settlement made at any level shall not be inconsistent with the terms of this Agreement.

A grievance may be withdrawn without prejudice, record or precedence.

ARTICLE XV
NEGOTIATION PROCEDURES

- A. Neither party shall have any control over the other party's bargaining representatives. However, the parties mutually pledge that their representatives shall have the authority to make proposals, to consider proposals, and to make concessions.
- B. Both parties agree to bring no more than seven (7) official representatives to the bargaining table.
- C. Both parties agree to enter into negotiations on a new Agreement on wages, hours and working conditions by February of the year in which the Agreement expires.
- D. Both parties resolve to continue the efforts to solve problems throughout the life of this Agreement. In an attempt to do so, both parties will hold meetings with each other to discuss mutual concerns. Meetings held during the school day for the purpose of negotiations or problem solving shall not be charged against the member's bank of sick/personal leave days. Both parties will contribute items to an agenda and discuss the administration and interpretation of this Agreement. This group may make recommendations as to amendments or changes to this Agreement, but said recommendations or amendments would be subject to both parties' ratification processes. In no way is this body and process intended to supplant the grievance procedure.
- E. In the event that there is a disagreement during negotiations, both parties agree that there shall be no lockout or strike.
- F. Any final Agreement shall have two (2) signed originals. The Employer and the Association shall each retain one original. The Employer shall print (at their expense) and distribute copies of the Agreement to each CESP member upon ratification by both sides.
- G. The Association has the right to all information permitted by law in order to prepare for negotiations.

ARTICLE XVI
MISCELLANEOUS

- A. If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if by compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be affected thereby.
- B. The District shall not bargain an individual agreement with any member of CESPAs or make any agreements that are not subject to and consistent with the provisions of this Agreement.
- C. The cost of Board required training for employees shall be borne by the Employer. Expenses shall include actual and reasonable travel and meals that will be promptly reimbursed by the Employer upon submission of the proper receipts not to exceed Board policy.
- D. All Association members must participate in federal and state compliance modules training or retraining programs, whichever is appropriate, as required by law. Notice of scheduled training will include the reason for training as well as the District's obligation and penalties related to providing the specific training. Paraprofessionals, Secretaries, and Clerks will be provided release time during their scheduled paid hours and access to a district computer to complete said training. If the employee fails to complete said training during this scheduled paid time the Association member will complete the training on their own time. Employees in the transportation department will be offered paid time to complete the training. Failure to complete this training by the deadline may be grounds for disciplinary action up to and including dismissal.

ARTICLE XVII

A. Insurance Benefits

Employees who are scheduled to work thirty-two and one half (32.5) or more hours per week and thirty-eight (38) or more weeks per year will receive the following benefits. Employees who meet these requirements after the school year has begun will also be eligible for the benefits. Employees whose hours or weeks are reduced (either voluntarily or involuntarily) below the above minimums will no longer qualify for these benefits. They may qualify for health insurance under COBRA. For new employees, insurance benefits will be provided at the conclusion of a successful sixty day (60) probationary period. CESPAs employees without health insurance benefits serving in a temporary position with health insurance benefits will be eligible for health benefits after 60 days in the temporary position. Should a benefited employee be awarded a temporary position, there shall be no change in benefits.

RTP (Responsible Thinking Process) Coordinators shall not be entitled to insurance benefits as outlined in Appendix G1.

1. Medical Insurance Benefits

The Board of Education will provide a PPO provided by Blue Cross/Blue Shield hospitalization and medical insurance including a \$250/\$500 deductible and a \$20.00 per office visit co-pay; chiropractic and urgent care; \$100 emergency room; and a \$10/\$40 generic/non-generic drug prescription co-pay card. The district agrees to reimburse a deductible of \$250/\$500 submitted to Infnisource. The District will make its Section 125 Cafeteria Plan available so that the premium will be paid from pre-tax dollars.

The district will provide a dental and vision program through BC/BS:

Dental:	Traditional Plus Dental Coverage	80%/1000
Vision:	Essential Vision	12/12/12

Insurance Contribution:

CESPA employees will pay 20% of their health insurance premium per year and will pay 3% of the dental and vision insurance premiums per year.

Life Insurance: \$50,000

MUTUAL OF OMAHA

LTD: 66-2/3% after 90 calendar days

2. Cash in Lieu of Health Insurance

If an employee's spouse has health insurance coverage, the employee may opt to choose cash payment in the amount of \$1,800.00 in equal monthly payments for 1-person eligibility, \$2,400.00 in equal monthly payments for 2-person eligibility, and \$3,000.00 in equal monthly payments for family eligibility. If a spouse becomes a non-covered person, the employee may enroll immediately.

Employees who choose this option rather than the health insurance shall be bound by the rules and regulations of the District's Cafeteria Plan, COBRA and any other applicable law(s), rule(s) or regulation(s). Employees taking this option shall have the same dental and optical insurance coverage offered other employees of this group.

B. Attendance Incentive

Employees with perfect attendance throughout the course of the school year shall have the option to cash in two (2) days (banked from previous years) at the end of each semester at the employee's daily rate. Employees absent as a result of school or Association related business shall not be penalized.

C. Inclement Weather:

Employees working less than fifty-two (52) weeks are not expected to report for work on days that school is closed for inclement weather. Employees shall be paid their normal compensation for days cancelled. When days are rescheduled because of State of Michigan requirements to receive State Aid, employees will report to work and receive their regular rate of pay. If the District reschedules days not required for State Aid purposes, employees who are required to report will receive additional compensation at their regular rate.

Employees are not expected to report for work on days that school is closed for inclement weather. Employees will only be paid their normal daily hours and only for those days the district receives State Aid and for rescheduled days the employee works. If school is delayed or cancelled after transportation personnel show up for work they will be paid one (1) hour for show up time.

ARTICLE XVIII

A. Wages and steps for all classifications covered under the CESPAs contract will be retroactive to August 1, 2012.

B. Longevity

Paraprofessionals, childcare aides, regularly employed bus drivers, mechanics, assistant mechanics, dispatchers, secretaries and clerks who have been employed seven (7) consecutive years shall be entitled to five (5) days pay for Christmas vacation, payable the first pay of December.

Paraprofessionals, childcare aides, regularly employed bus drivers, mechanics, assistant mechanics, dispatchers, secretaries and clerks who have been employed ten (10) consecutive years shall be entitled to \$100 longevity payment; fifteen (15) consecutive years shall be entitled to \$150 longevity payment; twenty (20) consecutive years shall be entitled to \$250 longevity payment, and twenty-five (25) or more consecutive years shall be entitled to \$300 longevity payment. Above mentioned longevity shall be payable prior to spring break.

ARTICLE XIX

Retroactive pay will be given to employees who are employed with Coldwater Community Schools as of August 1, 2012. Those who died, retired or are currently on leave between July 31, 2012 and the effective date of this contract will also receive retroactive pay for their time worked.

In witness thereof, the parties have caused this Agreement to be executed by the respective offices and representatives thereunto duly authorized this July 31, 2012. This Agreement shall expire on July 31, 2015. Compensation and insurance will be negotiated yearly.

On behalf of the Coldwater Education
Support Personnel Association

On behalf of the Coldwater Community Schools
Board of Education

Ann (Amy) Forster, President Date

Robin Iveson, President Date

Jason Kling, Vice-President Date

James Hiscock, Vice President Date

Kathy Waltz, Secretary Date

Jean Milnes, Secretary Date

Negotiations Team:

Negotiations Team:

Patti Roberts, Member Date

Dr. Tina Kerr, Superintendent Date

Gay Shaw, MEA Date

APPENDIX G I

**COLDWATER EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
Coldwater Community Schools
Grievance Report Form**

Grievance # _____

Name of Grievant _____

Date Filed _____

Building _____

Assignment _____

STEP 1

A. Date Cause or Knowledge of Grievance Occurred _____

B. Date of Request for Informal Meeting with Supervisor _____

C. Date of Informal Meeting with Supervisor _____

STEP 2

A. 1. Statement of Grievance* _____

2. ARTICLE OF THE CONTRACT VIOLATED _____

3. Relief Sought _____

Signature Date

B. Disposition of Supervisor/Principal _____

Signature Date

C. Disposition of Grievant and/or Association _____

Signature Date

*If additional space is needed for Statement of Grievance (Step 2, Section A), attach additional sheet.

STEP 3

A. Date received by Superintendent or Designee _____

B. Disposition by Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP 4

A. Date Received by Board of Education _____

B. Recommendation of Board Committee _____

Signature Date

C. Position of Grievant and or Association _____

Signature Date

STEP 5

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature Date

**APPENDIX G II
Coldwater Community Schools
Employee Absence Form**

**If not submitted within 2 days of return to work,
the employee will NOT be paid for those days.**

Submit all three copies of this report to your Principal or Supervisor, who will then submit them to the Superintendent's Office. Copies will be distributed as follows: white copy – Payroll Dept., yellow copy – Principal or Supervisor, pink copy – Employee.

Today's Date: _____

Employee Name: _____

Employee #: _____ Hours in Normal Day: _____

I was absent _____ request absence _____ as follows:

No. of days: _____ Dates: _____ a.m. _____ p.m. _____

Reason for absence:

Requires Principal Signature:

Personal Illness _____

Family Illness _____

Personal Business _____
(24 hours advance notice: CEA)
(Approval: CESP A)

Bereavement _____
Relationship? _____

Jury Duty _____

Requires ASC Approval:

**Absent without pay _____

**Vacation _____

**Conference _____

**Personal Business _____
(To extend vacation or holiday)

**Athletics _____

**Explanation required: _____

Personal business may not be used for vacation, outside paid employment or before or after a holiday.

I understand that falsification or abuse of leave may result in denial of the leave, or discipline.

Approved _____
Employee Signature

Not Approved _____

With Salary _____
Principal or Supervisor

Athletic Director (if relevant)

Without Salary _____
Superintendent

PARAPROFESSIONAL APPENDIX

ARTICLE P I WORKING CONDITIONS

A. Hours

1. Work Day

There shall be a specific starting and quitting time for each position.

- a) An employee whose permanent starting and/or quitting time is to be altered one (1) or more hours shall be given a dated written notice at least one (1) week prior to the proposed change.
- b) An employee whose permanent starting and/or quitting times are to be altered less than one hour shall be given a dated written notice at least forty-eight (48) hours prior to the proposed change except in emergencies.
- c) An employee is expected to work one hundred eighty-two (182) days.

2. Lunch Hour

If an employee is scheduled to work five (5) continuous hours, or more, he/she shall receive a duty-free, unpaid, uninterrupted lunch period of no less than thirty (30) minutes. The lunch period will be scheduled according to the organizational pattern of the department or building in which the employee works. It should be scheduled close to mid-point of the employee's shift or close to or at normal eating times by the employee's supervisor. The employee and his/her immediate supervisor may agree to an alternate time. It is expressly understood that the employee may be called on to assist during an emergency and will be allowed to make up the lost time from the lunch period after the emergency is over.

3. Breaks

Employees shall be provided a fifteen (15) minute, uninterrupted break period for each scheduled work period of three (3) hours with no more than two (2) breaks per normal working day. Eight-hour employees will receive two (2) breaks per day. Such breaks will be scheduled to fit the needs of each work site. However, the break is intended to be preceded by an extended work period and followed by an extended work period. The employee and employer may mutually agree to vary the pattern. Bargaining unit members working over eight (8) hours will be entitled to an additional fifteen (15) minute relief period for every two hours worked beyond eight hours.

B. Disruptive Students

Employees who are faced with disruptive students shall follow the laws of the State of Michigan and the policies of the Coldwater Board of Education. All employees shall be advised as to the laws and policies concerning student discipline. Any case of assault upon an employee shall be promptly reported to the building principal/supervisor. The District will advise the employee of his/her rights and obligation to said assault and may give legal assistance in conjunction with handling of the incident by law enforcement and judicial authorities providing the employee has not gone beyond the district's expectations for job performance.

C. Health Services

Any Association member required to provide school health services shall be offered appropriate training regarding the act or functions delegated to him/her.

D. Liability Policy

The District shall maintain liability coverage for unit employees who provides medical services and for employees who temporarily supervise/substitute in the classroom.

E. Mileage

Employees who use their own vehicles to do District work shall be reimbursed for mileage at the current District rate. The employee shall keep a log of his/her travels and remit it to their building administrator for processing monthly.

F. Training

If the District requires an employee to go for testing or further education, the employee shall receive his/her regular rate of pay. The District shall also pick up the costs for the testing or further education that shall also include meals, lodging, mileage from the work site, and any other incidental expenses associated with the testing or further education. Individuals hired after January 1, 2002 must meet the Title I or At Risk employment requirements in effect at the time of hiring.

G. Substitutes

In the absence of any employee, a substitute may be provided if possible and necessary.

H. Notifications

The District will issue a dated copy of uniform policies, memos and notices to every building representative.

ARTICLE P II
OVERTIME AND PAY DAYS

- A. All employees shall be paid on a bi-weekly basis as normally scheduled by the School District.
- B. New employees' initial paychecks will be based upon the hours worked that fall within the District's regularly scheduled pay periods. (It is understood that their first pay period may be shorter than two [2] weeks because of the pre-existing schedule.)
- C. The Supervisor schedules overtime. An employee may not work overtime without the advance approval of his/her supervisor and the Administration or their designees. Employees shall receive overtime pay at a rate of one and one-half (1½) times the regular rate of pay for all hours worked beyond the eight (8) hour day or in excess of forty (40) hours per week. An employee who wishes to take compensatory time at the rate of one and one-half (1½) hours per each hour of overtime in lieu of overtime pay may do so with the prior approval of his/her supervisor and the Administration or designee. Employees who work overtime are responsible for documenting such on his/her time cards.

ARTICLE P III
ARENA BID

- A. Arena Bid Process for Paraprofessionals and Childcare Aides: An Arena Bid shall take place if two or more of the following qualifying events occur: resignation, retirement, transfer, elimination of a position (excluding overage paraprofessionals), discharge, reduction, or increase in hours of more-than 30 minutes per day, or the creation of a new position, excluding overage paraprofessionals. Should a single qualifying event occur, the position shall be posted.
- B. Should an Arena Bid be triggered by two or more of the qualifying events listed above, said Bid shall take place prior to the semester beginning in September, and/or prior to the semester beginning in January. Management and CESPAs will meet at least two weeks prior to scheduling the arena bid to discuss financial and programming issues and review the seniority lists.
- C. When school is not in session, CESPAs officers and employees, including those on leave of absence, lay-off, etc., will be mailed via US Mail or notified by e-mail no later than one week (seven days) prior to the Arena Bid date, a list of positions and required qualifications. Employees will be responsible for providing the district with current address and phone numbers.
- D. CESPAs employees unable or unwilling to participate in Arena Bid process will be allowed to provide written proxy authority to a designee for bidding on positions.
- E. CESPAs employees unable or unwilling to participate in Arena Bid process who fail to provide proxy authority for bidding on positions will be assigned unfilled positions at the conclusion of the Arena Bid process.
- F. The Arena Bid process shall include an updated seniority list and a wall chart on which positions are listed and bids recorded.
- G. Bidding shall be by seniority, with the most senior employee bidding first, and bidding continuing in descending seniority order.
- H. Employees shall be allowed to bid on more than one listed position provided that the positions do not chronologically conflict and the combined positions do not exceed 40 hours per week of District employment.
- I. Employees bidding on a position must meet the qualifications and be physically capable of performing the responsibilities of that position.
- J. Any employee without a position at the conclusion of the Arena Bid process is subject to layoff.
- K. During an Arena Bid meeting, building administrators may be present to discuss position qualifications. Building administrators may not be present while bidding takes place, unless requested by the CESPAs President.
- L. A position claimed in the Bid meeting is not subject to a trial period.
- M. An Arena Bid packet, including a description of job qualifications, requirements, or information on any testing needing to be completed prior to the Arena Bid will be provided to CESPAs members at least one (1) week (seven days) prior to the Bid meeting.

ARTICLE P IV
MISCELLANEOUS

- A. Whenever teacher workshops pertain in any way to the teaching of math, reading or science or any other area in which paraprofessionals are involved with students, paraprofessionals shall be included if practical.
- B. At the beginning of each school year, each building's paraprofessionals will have that building's rules and regulations provided to them.

ARTICLE P V
WAGES

- A. For employees receiving step increases, those hired on or before December 31st shall receive his/her step increase as if he/she began employment in August. Employees hired after December 31st shall receive pay/step increase on the said employee's hire date.

Paraprofessional Classification and Childcare Aides With Certification as defined by SECTION I119 OF TITLE I, PART A: Two (2) years of study at an institution of higher education or an associate's degree (or higher), or meet rigorous standards through formal state or local academic assessment.

PARAPROFESSIONALS & CHILDCARE AIDES WITH CERTIFICATION	2012-2013	
	1% Increase	
Step 1	\$9.42	
Step 2	\$9.75	
Step 3	\$10.03	
Step 4	\$10.46	
Step 5	\$10.75	

Childcare Aides – Without certification as defined by SECTION I119 OF TITLE I PART A.

PARAPROFESSIONALS WITHOUT CERTIFICATION	2012-2013	
	1% Increase	
Step 1	\$8.69	
Step 2	\$9.01	
Step 3	\$9.27	
Step 4	\$9.73	
Step 5	\$10.00	

RTP COORDINATOR	2012-2013	
	1% Increase	
Step 1	\$11.11	
Step 2	\$11.41	
Step 3	\$11.72	
Step 4	\$12.02	
Step 5	\$12.22	

SECRETARIAL APPENDIX

ARTICLE S I WORKING CONDITIONS

A. Hours

1. Work Day

There shall be a specific starting and quitting time for each position.

- a) An employee whose permanent starting and/or quitting time is to be altered one (1) or more hours shall be given a dated written notice at least one (1) week prior to the proposed change.
- b) An employee whose permanent starting and/or quitting times are to be altered less than one hour shall be given a dated written notice at least forty-eight (48) hours prior to the proposed change except in emergencies.

2. Lunch Hour

If an employee is scheduled to work five (5) continuous hours, or more, he/she shall receive a duty-free, unpaid, uninterrupted lunch period of no less than thirty (30) minutes. The lunch period will be scheduled according to the organizational pattern of the department or building in which the employee works. It should be scheduled close to mid-point of the employee's shift or close to or at normal eating times by the employee's supervisor. The employee and his/her immediate supervisor may agree to an alternate time. It is expressly understood that the employee may be called on to assist during an emergency and will be allowed to make up the lost time from the lunch period after the emergency is over.

3. Breaks

Employees shall be provided a fifteen (15) minute, uninterrupted break period for each scheduled work period of three (3) hours with no more than two (2) breaks per normal working day. Eight-hour employees will receive two (2) breaks per day. Such breaks will be scheduled to fit the needs of each work site. However, the break is intended to be preceded by an extended work period and followed by an extended work period. The employee and employer may mutually agree to vary the pattern. Bargaining unit members working over eight (8) hours will be entitled to an additional fifteen (15) minute relief period for every two hours worked beyond eight hours.

B. Disruptive Students

Employees who are faced with disruptive students shall follow the laws of the State of Michigan and the policies of the Coldwater Board of Education. All employees shall be advised as to the laws and policies concerning student discipline. Any case of assault upon an employee shall be promptly reported to the building principal/supervisor. The District will advise the employee of his/her rights and obligation to said assault and may give legal assistance in conjunction with handling of the incident by law enforcement and judicial authorities providing the employee has not gone beyond the district's expectations for job performance.

C. Health Services

Any Association member required to provide school health services shall be offered appropriate training regarding the act or functions delegated to him/her.

D. Liability Policy

The District shall maintain liability coverage for unit employees who provides medical services and for employees who temporarily supervise/substitute in the classroom.

E. Mileage

Employees who use their own vehicles to do District work shall be reimbursed for mileage at the current District rate. The employee shall keep a log of his/her travels and remit it to their building administrator for processing monthly.

F. Training

If the District requires an employee to go for testing or further education, the employee shall receive his/her regular rate of pay. The District shall also pick up the costs for the testing or further education that shall also include meals, lodging, mileage from the work site, and any other incidental expenses associated with the testing or further education.

G. Substitutes

In the absence of any employee the Administration shall make a good faith effort to supply a substitute using the following guidelines:

When a secretary is absent, the District will call substitutes in the following order to fill the position: Laid-off secretary, retired secretary, clerk (by seniority) in the affected building, Para professional (by seniority if possible) in the affected building. If the building clerk substitutes for the secretary, the Para professional with the most seniority (if possible) may be asked to substitute for the clerk.

H. Notifications

The District will issue a dated copy of uniform policies, memos and notices to every building representative.

ARTICLE S II
OVERTIME AND PAY DAYS

- A. All employees shall be paid on a bi-weekly basis as normally scheduled by the School District.
- B. New employees' initial paychecks will be based upon the hours worked that fall within the District's regularly scheduled pay periods. (It is understood that their first pay period may be shorter than two [2] weeks because of the pre-existing schedule.)
- C. The Supervisor schedules overtime. An employee may not work overtime without the advance approval of his/her supervisor and the Administration or designee. Employees shall receive overtime pay at a rate of one and one-half (1½) times the regular rate of pay for all hours worked beyond the eight (8) hour day or in excess of forty (40) hours per week. An employee who wishes to take compensatory time at the rate of one and one-half (1½) hours per each hour of overtime in lieu of overtime pay may do so with the prior approval of his/her supervisor and Administration or designee. Employees who work overtime are responsible for documenting such on his/her time cards.

ARTICLE S III
WAGES

A. For employees receiving step increases, those hired on or before December 31st shall receive his/her step increase as if he/she began employment in August. Employees hired after December 31st shall receive pay/step increase on the said employee's hire date.

B. Secretarial Job Classification

SECRETARIES	2012-2013	
	1% Increase	
Step 1	\$15.02	
Step 2	\$15.61	
Step 3	\$16.63	

C. Clerk/Typist Classification

CLERKS/TYPISTS	2012-2013	
	1% Increase	
Step 1	\$9.98	
Step 2	\$10.39	
Step 3	\$10.87	

TRANSPORTATION APPENDIX

ARTICLE T I WORKING CONDITIONS

A. Hours

1. Work Day

- a) Each posting shall have an anticipated run time, subject to audit.
- b) An employee whose permanent bid run times are to be altered fifteen minutes, or more, shall be given a dated written notice at least one (1) week prior to the proposed change and the bid run will be reposted as a vacancy

2. Lunch Hour

If a bus driver that is scheduled to go on an out-of-town trip works five (5) continuous hours, or more, he/she shall receive a duty-free, paid, uninterrupted lunch period of no less than thirty minutes (30). It is expressly understood that the employee may be called on to assist during an emergency and will be allowed to make up the lost time from the lunch period after the emergency is over.

Each bus mechanic and assistant mechanic will receive a thirty (30) minute unpaid lunch if they work five (5) continuous hours.

3. Breaks

Employees shall be provided a fifteen (15) minute, uninterrupted break period for each scheduled work period of three (3) hours with no more than two (2) breaks per normal working day. Eight-hour employees will receive two (2) breaks per day. Such breaks will be scheduled to fit the needs of each work site. However, the break is intended to be preceded by an extended work period and followed by an extended work period. The employee and employer may mutually agree to vary the pattern. Bargaining unit members working over eight (8) hours will be entitled to an additional fifteen (15) minute relief period for every two hours worked beyond eight hours.

I. Driver Annual Physical Exams

Drivers will provide proof of physical examinations as required by the Michigan Department of Transportation. One hundred percent (100%) of the cost of the exam shall be paid by Coldwater Community Schools if performed by the employer's provider. The Board will cover \$45 of the cost of the physical examination if performed by the employee's own physician.

J. Disruptive Students

Employees who are faced with disruptive students shall follow the laws of the State of Michigan and the policies of the Coldwater Board of Education. All employees shall be advised as to the laws and policies concerning student discipline. Any case of assault upon an employee shall be promptly reported to the building principal/supervisor. The District will advise the employee of his/her rights and obligation to said assault and may give legal assistance in conjunction with handling of the incident by law enforcement and judicial authorities providing the employee has not gone beyond the district's expectations for job performance.

K. Health Services

Any Association member required to provide school health services shall be offered appropriate training regarding the act or functions delegated to him/her.

L. Liability Policy

The District shall maintain liability coverage for unit employees who provides medical services and for employees who temporarily supervise/substitute in the classroom.

M. Mileage

Employees who use their own vehicles to do District work shall be reimbursed for mileage at the current District rate. The employee shall keep a log of his/her travels and remit it to their building administrator for processing monthly.

N. Training

If the District requires an employee to go for testing or further education, the employee shall receive his/her regular rate of pay. The District shall also pick up the costs for the testing or further education that shall also include meals, lodging, mileage from the work site, and any other incidental expenses associated with the testing or further education.

O. Substitutes

In the absence of any employee, a substitute may be provided if possible and necessary.

I. Notifications

The District will issue a dated copy of uniform policies, memos and notices to every building representative.

ARTICLE T II
PAY DAYS

- A. All employees shall be paid on a bi-weekly basis as normally scheduled by the School District.
- B. New employees' initial paychecks will be based upon the hours worked that fall within the District's regularly scheduled pay periods. (It is understood that their first pay period may be shorter than two [2] weeks because of the pre-existing schedule.)

ARTICLE T III
OVERTIME

The supervisor schedules overtime. An employee may not work overtime without the advance approval of his/her supervisor and the administration or designee. Employees shall receive overtime pay for all hours worked over forty hours in a workweek. Holiday hours will not count towards overtime hours but sick hours will count towards overtime hours. Overtime pay will be calculated as determined below.

- A. The first forty hours of work (including sick time) in a workweek will be calculated at straight time.
- B. All non-holiday hours, or portions thereof, above forty hours in a workweek will be paid at time-and-one-half.
- C. Holiday time will be paid at straight time.

ARTICLE T IV
DRUG ABUSE

- A. A driver, who is arrested or charged for any activity involving use of drugs, including alcohol, will be placed on an unpaid leave of absence until the matter is resolved.
- B. A driver who is placed on probation by a court having jurisdiction over any activity involving use of drugs (including alcohol) will be subject to random drug testing during the time on probation.

ARTICLE T V
BID RUN CHANGES

- A. When a bid run (either permanent or temporary) is permanently changed fifteen (15) or more minutes an arena bid meeting will be held within ten working days. A notice of the arena bid will be posted in the drivers lounge for five working days. The most senior driver will have the first choice of assignment. Route selection will continue, by seniority, until all scheduled routes have been assigned. A driver who is on a leave of absence who wants to be notified of arena bid meetings shall give the Administration stamped self addressed envelopes in order to be notified.

- B. Seniority date shall be determined for Bus Drivers as the first date said bus driver receives a bid run. Should two or more Bus Drivers or Mechanics share the same seniority date, seniority shall then be determined according to employee's last 4 digits of social security number with highest numeral as most senior.

ARTICLE T VI
TRIP BOARD

- A. Extra trips, including substitute and summer runs, shall be posted at the bus garage.
- B. Regular drivers shall be listed according to their seniority dates. Such listings, for the purpose of this Article, shall be known as the Trip Board.
- C. The Trip Board shall be administered by the Bus Drivers' Committee.
 - 1. The bus drivers shall elect the Bus Drivers' Committee.
 - 2. The Bus Drivers' Committee shall elect its own chairperson.
- D. When an extra trip, substitute run, or summer run becomes available, the order for such a run will be given to the chairperson of the bus drivers' committee or his/her committee member designee, who shall move the Trip Pin consecutively down the seniority list until a driver agrees to drive a trip.
- E. Laid-off bus drivers will be given an opportunity for the above trips only if no regular driver is available. For the purposes of this Article, drivers who have had their hours reduced will be regarded as regular drivers.
- F. Substitutes who are not laid off drivers will be given consideration but only if none of the regular drivers or laid off drivers are available.
- G. Dispatchers will be given consideration but only if none of the regular drivers, laid off, or substitute drivers are available.
- H. If an extra trip is not selected by a regular driver, laid off driver, substitute driver, or dispatcher, the extra trip will be given to a member of the Bus Drivers Committee who will be responsible for obtaining a volunteer to drive the extra trip. The Bus Driver Committee will go to the top of the seniority list for volunteers and work their way down that list and the pin will remain in its current location.
- I. Once trips have been assigned drivers will not be allowed to trade one trip for another with each other.
- J. If a trip is cancelled more than thirty (30) minutes prior to leave time then no compensation will be paid. If a trip is cancelled within the thirty (30) minutes prior to leave time the driver will be compensated either drive time or bid time, whichever is greater.
- K. Drivers shall receive a differentiated rate of pay (down time pay) while on assignment from the trip board during the time the bus is parked as part of the trip. The rate of pay while the bus is parked at the event shall be \$14.00 per hour for the 2012-2013 school year. This rate of pay shall be negotiated yearly along with other hourly rates in the contract.

ARTICLE T VII
ARENA BID

A. Arena Bid Process for Bus Drivers

1. Management and CESPAs will meet at least two weeks prior to scheduling the arena bid to discuss financial and programming issues and review the seniority lists.
2. When school is not in session, CESPAs officers and employees, including those on leave of absence, lay-off, etc., will be mailed via US Mail by no later than one week (seven days) prior to the Arena Bid date, a list of positions and required qualifications. Employees will be responsible for providing the district with current address and phone numbers.
3. CESPAs employees unable or unwilling to participate in Arena Bid process will be allowed to provide written proxy authority to a designee for bidding on positions.
4. CESPAs employees unable or unwilling to participate in Arena Bid process who fail to provide proxy authority for bidding on positions will be assigned unfilled positions at the conclusion of the Arena Bid process.
5. The Arena Bid process shall include an updated seniority list and a wall chart on which positions are listed and bids recorded.
6. Bidding shall be by seniority, with the most senior employee bidding first, and bidding continuing in descending seniority order.
7. Employees shall be allowed to bid on more than one listed position provided that the positions do not chronologically conflict and the combined positions do not exceed 40 hours per week of District employment.
8. Employees bidding on a position must meet the qualifications and be physically capable of performing the responsibilities of that position.
9. Any employee without a position at the conclusion of the Arena Bid process is subject to layoff.
10. A position claimed in the Bid meeting is not subject to a trial period.

ARTICLE T VIII
WAGES AND OTHER COMPENSATION

Transportation Classification

BUS DRIVERS	2012-2013	
	1% Increase	
Step 1	\$15.72	

DISPATCHERS	2012-2013	
	1% Increase	
Step 1	\$12.17	

Fall Run Set Up

At the beginning of each school year, each driver having an assigned run shall be paid three times his/her bid run hours, less warm up time, for setting up his/her runs and contacting parents if assigned by superintendent or his/her designee. Contact may be in person or by phone, but in either case parents shall be given an approximate pick-up time for their child. Drivers must give the Transportation Supervisor a list of parents contacted in order to receive this pay.

Additional August Pay

Drivers who have been granted a summer-bid run six(6) or more weeks in duration, have been employed by the District for ten(10) consecutive years shall be entitled two (2) sick days. Drivers who have been granted a summer-bid run of less than six (6) weeks shall be entitled to one (1) sick day. The pay shall be on the first pay period in August of each year.

**Letter of Agreement
Between
Coldwater Educational Support Personnel Association
And
Coldwater Community Schools Board of Education**

July 31, 2013

In accordance with the existing contract agreement between the Education Support Personnel Association (CESPA) and the district, wages and benefits will be negotiated annually. To that end, on July 31, 2013, CESPA negotiation team and the District reached a tentative agreement relative to the financial package amendments

Elements of the agreed-upon proposal include:

1. 0% salary increases for the 2013-2014 school year. All step increases increases will continue according to the existing agreement;
2. Health, Dental, and Vision coverage will be provided by MESSA according to the Quote Request ID 214415, Quote 324410. Health, Dental and Vision coverage that is to be provided by MESSA will be effective October 1, 2013. Article XVII, Section A1 addresses specific insurance coverage, however, both parties agree that insurance coverage shall follow the district policy, as described in the Coldwater Educational Association (CEA) contract;
3. The HRA Benefit for reimbursement of health insurance deductibles will terminate effective October 1, 2013;
4. Life insurance and LTD will continue to be provided according to Article XVII, Section A1, of the existing agreement;
5. Employees electing Cash in Lieu of Health insurance per Article XVII, Section A2, shall not be offered dental and optical insurance coverage;
6. CESPA and the district agree to continue discussions related to compensation for inclement weather days.

CESPA Representative

Superintendent: Dr. Tina Kerr

DATE

DATE