

**Master Agreement
Between
C.O.O.R. Intermediate School District
And
Michigan Education Association
C.O.O.R. ISD
Educational Support Personnel Association
July 1, 2020- June 30, 2021**

INDEX

Article	Page	
	1	Recognition
	3	
	2	Employee
Rights	4	
	3	District Rights
	4	
	4	Association
Rights	4	
	5	Working
Conditions	5	
	6	Work Hours
	5	
	7	School
Closings, Delayed Starts and Early Dismissal	6	
	8	Discipline and
Discharge	7	
	9	Protection of
Employees	8	
	10	Grievance
Procedure	9	
	11	Probationary
Period and Seniority	12	
	12	Layoff and
Recall	13	
	13	Vacancies
and Transfers	15	
	14	Employee
Evaluation	15	
	15	Paid
Absences	16	
	16	Unpaid
Absence and Leave	17	
	17	Holidays
	18	
	18	Vacation
	19	
	19	Compensation
	20	

		20	Fringe
Benefits		20	
		21	Termination
and Modification		21	
		22	Miscellaneous
		23	
		23	Drug Free
Workplace		24	
		24	Duration
		24	
			Appendix A -
Classification and Rates	25		- Longevity
	26		
			Appendix B
Form	27		Grievance
			Letters of Agreement
Vacation	29		- Paid
			- CEC
Personnel Cell Phone Use	30		

ARTICLE 1 - RECOGNITION

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

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

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

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

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

- C. The term "District" or "Employer", when used hereinafter in this Agreement, shall refer to the C.O.O.R. ISD Board of Education, its administrators and agents.

- D. The District recognizes the integrity of the bargaining unit and shall not subsidize or negotiate with any other employee organization which purports to represent the employees covered by this Agreement.

- E. Regularly scheduled employees of the district outside of the bargaining unit shall not be permitted to displace or replace bargaining unit members except when bargaining unit members are not readily available.

- F. Except as set forth in this section for R.O.O.C., the term "substitute" is a person outside of the bargaining unit who is used on a per diem basis to fill in for an absent bargaining unit member who is on a paid or unpaid status, while awaiting the recall of bargaining unit member or when in the process of filling a vacancy.

- G. All procedures (i.e. the process for securing, assigning and compensating substitutes, etc.) are within the exclusive jurisdiction of the District and are not subject to the grievance procedure.

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

ARTICLE 2 - EMPLOYEE RIGHTS

- A. Pursuant to the Public Employment Relations Act, the Board and Association hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. The Board and Association agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the

Constitutions of Michigan and the United States and that it will not discriminate against any employee by reasons of his/her membership (or lack of membership) in the Association, or his/her institution of any grievance, complaint or proceeding under this Agreement.

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

ARTICLE 3 - DISTRICT RIGHTS

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

ARTICLE 4 - ASSOCIATION RIGHTS

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

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

- B. The Association shall have the right to post notices of its activities and matters of Association concern on Association bulletin boards, one of which will be provided in the R.O.O.C. Work Center and C.O.O.R. Educational Center.
- C. The Association shall have the right to use inner-school communication service and boxes, if available, for communications to its members for such events as regular meetings, conventions, training programs, provided distribution of Association communications does not require the District to expend additional monies or allocate additional personnel time to perform such service.
- D. The Association shall have the right to use the school facilities and equipment including approved computers, duplicating equipment, calculating machines and all types of

audio-visual equipment when such equipment is not otherwise in use. Association use of school facilities and equipment will be permitted provided that:

1. A request is made and use is arranged for in advance from an administrator.
2. The use is strictly to service the legitimate purposes of the Association, such as duplication of records, notices, correspondence.
3. The purpose is for the internal business of the Association and is not for public distribution.
4. Such use is not detrimental to the best interest of the District.
5. The Association shall reimburse the District for any expendable supplies and machine usage at the same rate as that charged for non school business use.
6. Performance of these activities shall not interfere with normal work responsibilities.

ARTICLE 5 - WORKING CONDITIONS

- A. The District shall provide restroom facilities at each District building.
- B. The Board will repair or replace any personal property of employees that is reasonable that may be damaged due to use on the job that is not the fault of the employee, provided that personal property is required for the job. Such property shall include, but is not limited to, clothing, watches, eyeglasses and wedding rings, however shall exclude other decorative jewelry. Damages must be reported immediately. Reimbursement will not exceed the actual cost of the item or a maximum of \$100.00, whichever is less. Glasses are exempt from the \$100.00 limitation for repair or replacement.
- C. A representative of each department shall sit on the District Safety Committee.

ARTICLE 6 - WORK HOURS

- A. R.O.O.C. staff may have a different work week, either regularly or as an additional assignment which may include a combination of regular hours, evenings and/or weekends. It is understood by the parties that those staff who began working at R.O.O.C. on or after September 1, 2005 may be assigned as management determines is necessary to regular and additional assignments. Those staff who began work at R.O.O.C. before September 1, 2005, will not have their regular or additional assignments changed without a compelling operational reason.
 1. R.O.O.C. administrative staff will evaluate the needs of the organization and determine whether work assignments are to be completed by changing work locations of existing staff, creating an additional assignment, hiring additional staff, or changing the schedule of an existing employee.
 2. R.O.O.C. administrative staff will assign locations where bargaining unit members will work. As long as the work is to be completed within the scheduled hours, bargaining unit members will work in the location(s) to which they have been assigned that day.
- B. Thirty (30) minute lunch breaks will be scheduled by the District and may be either unpaid (duty free) or paid if required to be on duty. This provision only applies to those employees who are regularly scheduled for at least six and one half (6.5) consecutive hours per day.

- C. Employees who are regularly scheduled for at least six and one half (6.5) consecutive hours per day, may take a fifteen (15) minute break without consumers / students in the A.M. and also a fifteen (15) minute break without consumers / students in the P.M., or the first half and second half of their regular shift, whichever may apply, without loss of pay or benefits.

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

The administration will establish the schedule for breaks.

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

ARTICLE 7 - SCHOOL CLOSINGS, DELAYED STARTS AND EARLY DISMISSALS

A. Classroom Paraprofessionals and R.O.O.C. Staff

- 1. Unless an automated notice system is in place, it will be the responsibility of the paraprofessional and R.O.O.C. employees to listen to the radio/T.V. for school closings. If R.O.O.C. and/or C.E.C. are closed, staff, who are scheduled to work in the building, are not to report and no time will be paid for that day except as in B(1) and (2) below or in the instance of C.E.C., if approved to work by an administrator and mutually agreed to by the employee.

Special Education Department staff assigned to the C.E.C. building will report at the adjusted reporting time when the start of school is delayed on an inclement weather day.

- 2. Any paraprofessional or R.O.O.C. employee who begins his/her duties at the regularly scheduled time or who has been called in by the District to provide services will be offered a minimum of two (2) hours work which will be paid at his/her regular rate. If the Employer fails to cancel school at least fifteen (15) minutes prior to the employee's regularly scheduled starting time, the employee will be offered a minimum of two (2) hours work which will be paid at his/her regular rate.

B. Paraprofessionals

1. Paraprofessionals at:

- a. CEC - Employees will be paid for full or partial days cancelled under Section 101-a of the State Aid Act where no make up is required to complete the school calendar.
- b. R.O.O.C. - When the R.O.O.C. building is closed for the first two days of a contract year, those employees who are not required to work, will receive their regular rate of pay for the days.

The R.O.O.C. Director reserves the right to pay for more than the first two (2) days of R.O.O.C. building closures in a contract year. If authorized, the total will not exceed the number of days afforded at C.E.C. in Section A above. Such decisions are not subject to review under the grievance procedure.

2. There will be no proration of sick time during any down time. Down time is described as being time that school closes for unexpected reasons, such as Acts of God and other reasons. Down time includes school Spring break and Christmas. Down time does not include the summer time for school year (i.e. 180 days) employees.

ARTICLE 8 - DISCIPLINE AND DISCHARGE OF EMPLOYEES

- A. Employees who have completed the probationary period will not be disciplined or discharged without just cause.
- B. Upon request an employee is entitled to have the steward or alternate steward from the department present in any meeting with the District which may result in discipline or discharge. No meeting shall be held until the employee has had sufficient time to have a representative available.
- C. All disciplinary actions taken shall be confirmed in writing to the employee. The employee shall have the right to attach a response to any document placed in his/her personnel file.
- D. Records of disciplinary action must be specific in content, signed by the contributor and a copy furnished to the employee. Copies of anonymous complaints shall not be placed in an employee's personnel file.
- E. When issuing discipline or a discharge, an employee's entire employment record may be taken into consideration. Where a previously issued discipline is cited as supporting the level of discipline imposed in the current case, the Association reserves the right to assert through the grievance procedure that the usage of the prior discipline was inappropriate.
- F. All employees are required to notify the Superintendent, in writing, of an arrest or conviction of a felony or misdemeanor. Failure to do so may result in discipline up to and including discharge.
- G. The Employer agrees promptly upon the discharge of an employee to notify in writing the employee and the Association President of the discharge. Said written notice shall contain the specific reasons for the discharge.

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

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

ARTICLE 9 - PROTECTION OF EMPLOYEES

A. Protection of Employees

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

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

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

2. In cases of altercations between employees, the District shall not be required to comply with Section A(1) above.

- B.
1. The District recognizes its responsibilities to give all reasonable support and assistance with respect to the maintenance of student discipline in the District. Whenever it appears that a particular student/consumer interferes with an employee in the performance of his/her duties or persistently misbehaves while under the charge of the employee, said student's behavior shall be immediately reported to the supervisor in charge. A form shall be made available for such a report. Included on this form shall be a section for the supervisor to indicate to the employee the type of investigation and the remedy developed for the incident in question.
 2. The supervisor will provide the affected employee(s) with relevant non-confidential information when available upon request to the extent permitted by law.

ARTICLE 10 - GRIEVANCE PROCEDURE

- A. Any claim by an employee or the Association that there has been a violation, misinterpretation, or inequitable application of the specific terms and provisions of this Agreement, or a complaint concerning disciplinary action of a non-probationary employee which has been implemented without reasonable and just cause shall be a grievance and shall be resolved through the procedure set forth.

- B. The terms "days" in this Article shall mean Central Office business days except where otherwise indicated.

It is important that grievances be processed through the steps as rapidly as possible; the number of days at each step should be considered to be the maximum and every effort should be made to expedite the process. Failure by the employee and/or the Association, at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. The parties may, however, mutually agree to extend the time limit at any step provided, however, that such agreement to extend is agreed to verbally prior to the expiration of the deadline and reduced to writing and signed by the District and Association as soon as possible.

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

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

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

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

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

1. The employee who feels he/she has a grievance shall first identify it as a grievance issue, cite the appropriate contract section or sections, and shall discuss it with their supervisor with the object of resolving the matter informally.
2. If this fails to resolve the grievance, the employee or his/her steward will reduce the grievance to writing on their own time, this to be presented to his/her supervisor within ten (10) days following the act or condition which is the basis for the grievance, specifying the section of the Agreement he/she alleged was violated, the events that caused the alleged violation and the remedy he/she seeks. The written grievance may be given to his/her supervisor by either the employee or the Association Steward.
3. Within ten (10) days of the receipt of the written grievance, the supervisor will arrange a conference, with the intent of satisfactorily resolving the grievance. At the time of the conference, the employee shall appear personally, and may be represented by the Association Steward, or both. Such conferences shall be scheduled during normal business hours at a time where there is no disruption of normal school routine and duties of the employees.
4. Within ten (10) days after such conference or longer, the supervisor shall answer such grievance in writing to the steward or employee.
5. If the Association does not accept the supervisor's written answer, the grievance may be appealed to the Superintendent or his/her designee by sending such notice to him/her, in writing, within ten (10) days after the date of the supervisor's written decision.
6. Within ten (10) days after receipt of the written appeal, the Superintendent or his/her designated representative, will arrange for a conference to satisfactorily resolve the grievance. Every attempt will be made to schedule grievance hearings so that the employees involved shall not lose any regular scheduled pay nor will the District be obligated to pay any additional monies to hear any scheduled grievances. Conferences will be scheduled at a time when there is no disruption of normal school routines and duties of the employees.
7. Within ten (10) days after the conference the Superintendent or his/her designated representative shall answer such grievances in writing.
8. Such answer shall be final and binding unless appealed to the next step within twenty (20) days from the date of the Superintendent's written decision.
9. If the grievance is not settled at the preceding step, it may be submitted to mediation by the Association through the Michigan Employment Relations Commission within

twenty (20) days from the date of the Superintendent's disposition. No individual shall have the right to appeal to mediation or arbitration.

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

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

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

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

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

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

ARTICLE 11 – PROBATIONARY PERIOD AND SENIORITY

- A. New employees hired under this Agreement shall be considered as probationary employees for the first sixty (60) working days of their employment. The probationary period will be extended when work days are missed.

When an employee completes the probationary period, his/her seniority date shall be established as his/her date of hire. Fringe benefits shall begin the first day of the month following the month in which the probationary period is completed but may be initiated at the Districts option earlier if failing to do so would create a penalty for the District under the Affordable Care Act or similar legislation.

Probationary employees may be disciplined or discharged without recourse to the grievance procedure.

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

1. C.E.C.
2. R.O.O.C.

C. Seniority

1. System-wide seniority shall be determined for each employee as his/her last date of hire within the bargaining unit on a system-wide basis with regard to fringe benefits, i.e., retirement, sick days, longevity, vacation allowance as specified therein.
2. Non-interchangeable departmental seniority shall be determined for each employee effective his/her first day assigned to the non-interchangeable department since the last date of hire within the bargaining unit, provided the employee has successfully completed his/her probationary period.
3. An employee who moves from one non-interchangeable job classification to another non-interchangeable job classification, shall continue to accrue system-wide seniority. However, seniority within the first non-interchangeable job classification shall be frozen until the employee returns to the first non-interchangeable classification (if ever) when it shall continue to accrue. He/she would start at the bottom of the seniority list in the new non-interchangeable job classification.
4. Unpaid absences from work under Article 16 or layoff shall not be construed as a break in continuous service. Seniority shall not accrue during such periods.
5. If two employees are awarded the same seniority date, their ranking shall be determined by lot.

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

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

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

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

ARTICLE 12 - LAYOFF AND RECALL

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

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

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

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

1. Any seniority (see Article 11--Probationary Period and Seniority) employee in a position that is scheduled for layoff (as defined above), will if qualified, exercise their right to bump in the following manner:
 - a. Into a position within the department the employee is currently assigned to (Special Education or R.O.O.C.) for which their seniority entitles them.
 - b. In the event there are no such positions within their current department to which the employee can bump, the employee will then have the right to bump into a position that their seniority entitles them to within another department in which the employee has frozen seniority.
 - c. If no such position exists, the employee will be laid off.
2. The employee's right to bump will be implemented as follows to avoid any undue disruption and delays:
 - a. Once notified of their options under Section A(1) (a) and (b) above, the employee must give notice as to which position the employee will be bumping into within one (1) central office business day.
 - b. Bumping may be to the position held by the least senior employee scheduled the same number of annual work hours; or

Bumping may be exercised to a position scheduled with less annual hours held by the least senior employee scheduled that number of annual hours.

- B. Employees who have completed the probationary period and who are laid off (see Section A-1-c above) shall be maintained on a recall list for twenty-four (24) months from the effective date of layoff. Laid off employees shall be recalled, if qualified, in the inverse order of layoff and most senior employees shall be recalled to the first vacancy in a department where the employee has seniority rights (see Article 11--Probationary Period and Seniority). Vacancies will not be posted when there are qualified employees on layoff with recall rights as set forth above.

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

ARTICLE 13 – VACANCIES AND TRANSFERS

- A. All vacancies within the bargaining unit shall be posted on the web site listing the specific minimum requirements and qualifications of the position for a period of seven (7) working days. A copy will be sent to the Association President via interoffice mail or e-mail prior to filling such positions.

With regard to vacancies at R.O.O.C., vacancies will not be posted until such time as any changes in assignments are made under Article 6 (Working hours).

No vacancies will be posted at C.E.C. until such time as any changes in assignments are implemented for existing staff.

- B. Internal and external applicants interested in the vacancy shall apply in writing within the posting period.

Except as set forth herein, in the event two (2) or more applicants apply for the same vacancy and ability and capacity are equal, the District shall appoint the individual having the greatest seniority (see Article 11--Probationary Period and Seniority) to the vacancy.

1. When the vacancy is in the Special Education Department and there is a qualified applicant from within the department and another applicant (whether internal or external to the bargaining unit) is appointed to the vacancy because the applicants are not equal in terms of ability and capacity, the Association reserves the right to process a grievance up to and including the arbitration level.
2. When the vacancy is in the Special Education Department and there are no qualified applicants from within that department, the final determination as to which applicant (whether internal or external to the bargaining unit) is assigned to the vacancy, is at the discretion of the District and is subject to the grievance procedure but the right to appeal terminates after the completion of the mediation level of the grievance procedure.

C. If an employee transfers to a position within the District that is not included in the bargaining unit, the employee shall lose all seniority rights.

ARTICLE 14 - EMPLOYEE EVALUATION

All employees upon employment (or when there is a change) will be apprised of the specific evaluation criteria and procedure prior to the conducting of any formal evaluation.

1. Employees who have completed the probationary period will be evaluated a minimum of once every two (2) years.
2. Evaluations shall be conducted by the employee's immediate supervisor.

3. All evaluations shall be in writing and a conference shall be held between the employee and the supervisor to discuss the evaluation within ten (10) working days of the final observation.
4. All evaluations must indicate the supervisor's observations of the employee's particular strengths and those areas needing assistance. Furthermore, whenever a particular deficiency is noted, the evaluator must indicate the specific way which the employee is to improve, and what assistance will be provided by the supervisor. Subsequent evaluation reports must note the progress or lack of progress of previously noted deficiencies if observed. The employees shall have the right to attach a written statement to the evaluation form prior to being entered into his/her personnel file.

ARTICLE 15 - PAID ABSENCES

- A. Employees who have completed the probationary period shall be credited at the beginning of each month one (1) day paid sick leave for each month actually worked in the District.

The time credited each month shall be recorded in hours and will be equal to the employees regularly scheduled hours for the week divided by five (5) days. Time credited shall not exceed eight (8) hours per month. When charging time off and issuing payments under this article, a maximum of eight (8) hours will be paid for any day.

- B. Employees will be allowed to use these paid days in accordance with the following conditions:

1. Personal illness, disability or quarantine.

The employee may be required to present a statement from his/her physician certifying to an absence under Section B.

2. Serious illness in the immediate family, not to exceed two (2) days per year, interpreted to mean father, father-in-law, mother, mother-in-law, brother, sister, husband, spouse or child. Additional days may be used with approval of the Superintendent or Superintendent's designee and the decision made is not subject to the grievance procedure.

3. At the end of each year, any unused portion of the days shall be accumulative, not to exceed ninety (90) days.

Sick or personal leave shall not be taken when an employee is not scheduled to work.

4. All employees will be credited with three (3) personal days per year. These days will not be used for shopping, recreational nor vacation purposes and are not accumulative.

These days will not be deducted from sick or vacation time except for R.O.O.C. employees.

- a. Upon completion of an employee's probationary period, he/she is to receive prorated personal days for the balance of the year.
- b. Upon termination of employment, compensation for personal days used in excess of the proration of the personal days earned shall be deducted from the employee's final pay.
- c. In both situations, B(5) and B(6), pro-ration is to be rounded to be full day increment, e.g. 1.49 = 1; 1.50 = 2.

5. Benefits shall continue to accrue during paid sick leave but not during short or long term unpaid absences.

6. When accrued sick time is taken by employees, the employee will be charged up to an amount of time missed from their regular work schedule up to a maximum of eight (8) hours.

- C. Each employee will be covered by the applicable worker's compensation laws. The employee will be charged his/her accumulated sick leave on a pro-rated basis to make up the difference of his/her regular weekly income when covered by an approved claim.
- D. No more than three (3) days absence will be allowed for death in the immediate family: an aunt, uncle, grandparent, niece, nephew, brother-in-law or sister-in-law. These days will not be deducted from sick or vacation time. Additional days may be granted at the discretion of the Superintendent and such decisions are not subject to the grievance procedure. These additional days will be deducted from the employee's sick or vacation time as chosen by the employee.
- E. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay, not to exceed three (3) months.
- F. A total of three (3) days per year will be provided to the Association for officers of the Association to conduct Association business. Two (2) additional days per year may be requested if needed. The Employer may approve or disapprove a request for the additional two days.

ARTICLE 16 - UNPAID ABSENCE AND LEAVE

Leaves of absence without salary or benefits and without the accrual of seniority not to exceed one (1) year may be granted upon request for the following reasons.

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

Prolonged Family Illness. A leave shall be granted to an employee who must assume care of a spouse, child, parent, grandparent or grandchild.

2. Where return rights are not regulated by the Family Medical and Leave Act, employees shall be returned to the classification they held at the time the leave of absence was granted, if the employee returns within six (6) months of the commencement of the leave. If the employee returns after six (6) months, he/she shall be returned to the classification held at the time the leave of absence was granted if a position is available.

ARTICLE 17 - HOLIDAYS

A. The paid holidays are designated as:

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

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

The following provides examples of holiday pay calculations for employees with irregular schedules:

1. If an employee is scheduled to work ten (10) hours per day five (5) days per week during which one of the above holidays falls and a holiday falls on one of the work days, the employee will receive eight (8) hours pay for the holiday plus the pay for the hours worked.
2. If an employee is scheduled to work four (4) ten (10) hour work days during a work week in which one of the above days is included and the employee is not otherwise scheduled to work on the holiday (i.e. employee is scheduled to work ten (10) hours per day Monday through Thursday and Friday is the holiday), the employee will receive an additional days pay (maximum of 8 hours pay) for the holiday.

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

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

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

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

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

E. Only employees at R.O.O.C. and those working the year round school calendar in the special education program and meeting the provision of Section B of this Article are eligible to receive holiday pay for July 4 and the day after Thanksgiving.

ARTICLE 18 – VACATION (R.O.O.C. ONLY)

A. All paraprofessionals who have completed the probationary period and who are scheduled to work at least 1750 hours per year shall be granted vacation time.

Vacation time will be earned as follows:

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

The above credit amounts to:

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

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

B. Vacation will be requested in writing at least ten (10) business days prior to commencement of leave. The Employer shall respond to the employee's request within five (5) business days of submission of said request. Absent notification the request shall be considered granted.

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

C. Vacation pay shall be at the regular rate as established for that classification. When a vacation day is taken, an eligible employee will receive their regular work schedule as determined by their supervisor, but not to exceed eight (8) hours per vacation day.

D. Employees may accumulate up to, but not more than 1.5 times their vacation days in accordance with earned vacation schedule.

E. All unused vacation will be paid at termination of employment.

ARTICLE 19 - COMPENSATION

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

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

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

This section shall not apply to employees hired into the bargaining unit after July 1, 2014.

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

ARTICLE 20- FRINGE BENEFITS

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

PLAN A—For eligible employees needing medical insurance

HEALTH - Two options:

Community Blue
PPO Plan LG 4

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

Simply Blue

HSA PPO PLAN LG

\$1,350/\$2,700 in network and \$2,700/\$5,400 out of network annual deductibles; Simply BlueHSA PPO LG prescription drug coverage (three tier copay/coinsurance).

LONG TERM DISABILITY- 66-2/3%

\$2,500 Monthly Maximum

90-Day Wait

Coordinated Benefits

Alcohol/Drug Addiction 2-year

Mental/Nervous 2 year

DENTAL -

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

GROUP TERM LIFE - \$20,000

ACCIDENTAL DEATH
& DISMEMBERMENT - \$20,000

VISION - VSP Choice Network

PLAN B-- Eligible employees not electing medical

Individuals shall receive, as allowed under the Section 125 Plan, \$250 via the first regular payroll of the month. These individuals will also receive the same level of LTD, group term Life and AD&D single subscriber vision and single subscriber dental set forth above.

B. 1. Employees working thirty (30) or more hours per week will receive a full allocation of the amounts set forth in Section C for the medical plan and full payment for the non-medical plans.

Employees working at least twenty-one (21) hours per week and less than thirty (30) hours per week will have the portion of cost of medical and non-medical benefits paid. Employees working less than twenty-one (21) hours per week are not eligible for medical or non-medical benefit contributions.

2. There will be no summer or break period proration of contributions toward insurance benefits.

C. 1. The District's maximum monthly cost toward the medical plan (from whatever the source and including those costs required to be charged by law):

Effective 7/1/20

Full Family	\$1,549.74
-------------	------------

Employee and Spouse or Employee and Child	\$1,188.36
--	------------

Single	\$ 568.23
--------	-----------

On July 1, 2020, the above rates will be increased to the rates for each subscriber category as set forth in Section 3 of the Publicly Funded Health Insurance Contribution Act (Public Act 152 of 2011).

2. At any point in time the monthly costs for Plan A is less than the above limits in a subscriber category, those in that subscriber category enrolling in the HSA medical plan option will have the difference paid into the employees health savings account subject to any restrictions under the Internal Revenue Service Rules and Regulations.

3. If the per employee monthly cost exceeds the maximum monthly Board contribution amount, each employee participating in Plan A will be required to pay the difference through payroll deductions.

4. The parties reserve the right to review and amend the plans (i.e. specifications, underwriters, third party administrators, etc.) of the medical and non-medical plans provided above each year. any changes made are subject to ratification by the parties.

D. Unless continuation of insurance benefit premiums is required under the Family Medical and Leave Act, an employee's benefits will terminate when on an unpaid leave of absence under Article 16. Benefit contributions will commence upon return from the leave on the first day of the month following the return from the unpaid leave.

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

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

balance will remain immediately due and payable by the employee through a personal check to the Business Office.

ARTICLE 21 - TERMINATION AND MODIFICATION

A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of the same.

B. If neither party shall give notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

C. Any subsequent amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement unless ratified by the parties.

D. Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent to the Association or Superintendent.

ARTICLE 22 - MISCELLANEOUS

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

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

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

D. Special conferences for important matters will be arranged between the Association and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up

in special conferences shall be confined to those included on the agenda. Conferences may be held during regular working hours with the consent of the Employer. In that event, the members of the Association shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by representatives of the Association and notice shall be given to the Employer at the time the request is made for the meeting.

E. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act has the right to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act to the extent afforded by law.

F. Nothing herein shall obligate the Employer to assign work to an employee if such an assignment will cause the employee to earn overtime.

G. The parties agree that this Agreement incorporates their full and complete understanding and any prior oral or written agreements or practices not incorporated herein during the negotiations of the successor agreement are superseded by the terms of this Agreement. The parties further agree that no such oral or written understanding or practices arising during the term of the successor agreement will be recognized in the future unless committed to writing and signed by the parties as amendments or additions to this Agreement.

ARTICLE 23 - DRUG FREE WORKPLACE

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

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

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

ARTICLE 24 - DURATION

This Agreement shall be in effect upon ratification by the parties or July 1, 2020, whichever is later and shall remain in effect until June 30, 2021.

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

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

FOR THE ASSOCIATION:

Blair Williams, CESPAs President

Date: _____

Association Team

Blair Williams, CESPAs President
Tracy Hendershott
Andrea Baldwin
MEA SNAP Negotiator

FOR THE EMPLOYER:

Shawn Petri, Superintendent

Date: _____

Board Team

Shawn Petri, Superintendent

APPENDIX A
CLASSIFICATIONS AND RATES

I. CESPAs Staff Paraprofessionals, and R.O.O.C. Staff prior to 7/1/05

Year 2020-2021
\$12.91

II. R.O.O.C. Staff hired on or after 7/1/05 or transferring back to R.O.O.C. after this date

Year 2020-2021
\$10.45

2018-2019-- The adjustment in the C.O.O.R. ESP wage schedule will be based upon the average percentage (%) change (i.e. freeze, increase or decrease) of settlements if any, made to the Crawford-Ausable, Houghton Lake, Roscommon, and West Branch-Rose City wage schedules for paraprofessionals. The adjustment to the wage schedule will be made retroactive to July 1, 2018 provided the parties have a ratified agreement by June 30, 2018.

If any of the foregoing districts does not have a ratified contract by December 1, 2018, that district will temporarily be left out of the calculation of the average. If that district ratifies later during the fiscal year and the settlement contains an increase in pay, the overall average will be recalculated and applied retroactive to July 1, 2018.

2019-2020-- The adjustment in the C.O.O.R. ESP wage schedule will be based upon the average percentage (%) change (i.e. freeze, increase or decrease) of settlements if any, made to the Crawford-Ausable, Houghton Lake, Roscommon, and West Branch-Rose City wage schedules for paraprofessionals. The adjustment to the wage schedule will be made retroactive to July 1, 2019.

If any of the foregoing districts does not have a ratified contract by December 1, 2019, that district will temporarily be left out of the calculation of the average. If that district ratifies later during the fiscal year and the settlement contains an increase in pay, the overall average will be recalculated and applied retroactive to July 1, 2019.

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

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

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

V. Longevity

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

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

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

GRIEVANCE FORM

COOR EDUCATION SUPPORT PERSONNEL ASSOCIATION

Name of Grievant: _____

Grievance #: _____

Date Grievance Occurred: ___/___/___

Contract Article(s) Violated: _____

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

Date of Discussion with Supervisor: ___/___/___

Results of discussion:

_____/_____/_____
Signature of Supervisor Date

Disposition: Satisfactory Unsatisfactory

_____/_____/_____
Signature of Grievant/Association Date

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

Date submitted to Supervisor: ___/___/___

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

Remedy Sought:

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

Date of Level Two Meeting: ___/___/___

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

_____/_____/_____
Signature of Supervisor Date

Written disposition received: ___/___/___ Satisfactory Unsatisfactory

_____/_____/_____
Signature of Grievant/Association Date

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

Date submitted to Superintendent/Designee: ___/___/___

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

Date of Level Three Meeting: ___/___/___

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

_____/_____/_____
Signature of Superintendent/Designee Date

Written disposition received: ___/___/___ Satisfactory Unsatisfactory

_____/_____/_____
Signature of Grievant Date

Signature of Association

____/____/____
Date

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