

8/31/92

MASTER CONTRACT FOR PARAPROFESSIONAL EMPLOYEES

This Agreement made and entered into this 10th day of February 10, 1992 at Coldwater, Michigan by and between the Board of Education of Coldwater Community Schools (hereinafter referred to as "School") and the Glass, Molders, Pottery, Plastics and Allied Workers International Union, AFL, CIO, CLC and on behalf of its Local 120B (hereinafter referred to as the "Union").

ARTICLE IRecognition

The School recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of employment, and other conditions of employment for all paraprofessionals employed by the school district, but excluding all administrators, supervisors, certified personnel (teachers), custodial employees, bus drivers, secretaries, and all other employees.

ARTICLE IIBoard 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 by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequences 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, and the operations, and to direct the working forces and affairs of the employer.
 2. Determine the number of shifts and hours of work and 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 this Agreement, transfer employees, assign work or extra duties to employees (if above the employees' 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 which shall be uniformly applied to all employees within the bargaining unit.
 6. Determine the qualifications of employees, including physical fitness and conditions.

Coldwater Community Schools

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, authority, amount of supervision and table or 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 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 herewith. None of the provisions of this Article shall be applied in a manner inconsistent with any other provisions of this Agreement.

ARTICLE III

Union Security

- A. Each permanent employee who is a member of the Union as of the effective ratification date of this Agreement, as a condition of continued employment, shall contribute toward the administration of this Agreement unless otherwise excused as stated in provisions of this article.
- B. The Union shall provide the School with an employee-signed list showing which employees have authorized dues and fees to be deducted as of the ratification date.
- C. The following employees shall be excused from joining the Union and the payment of dues or fees
 1. Employees who are not members of the Union prior to the ratification date of this contract.
 2. Employees whose normal workweek is seventeen (17) hours or less hours per week.
- D. Union dues or fees, excluding special assessments, from employees who are not excused from Union membership as previously stated, must be paid to the collective bargaining agency after thirty (30) working days of employment.

- E. The School will, within three (3) days after receipt of notice from the Union, (a copy of which shall go to the employee), discharge immediately employees who are two (2) months delinquent in their payments to the collective bargaining unit, with the exception of those employees described in Paragraph C. Further, the Union agrees to hold the School harmless and pay all financial litigation claims that might arise from the enforcement of this Paragraph.
- F. Checkoff - The Union shall provide the employees with checkoff forms to be filled out by the employee to authorize the agency shop fee hereinbefore specified. Upon receipt of such written and signed authorization, the employer agrees to deduct the fee from the employee's earnings from the first paycheck of each month and remit same to the Secretary-Treasurer of the local Union within fifteen (15) days after such deductions are made along with a list of the names from whom such deductions are made. Authorization forms shall continue in effect until revoked in writing by the employee or until termination. The employer need honor only one (1) authorization per employee per year. All refunds for dues or fees shall lie solely with the Union. It is expressly understood that the employer need not deduct any assessment under the terms of this Article.
- G. All refunds claimed for deductions under such fees' authorization shall lie solely with the Union. The Union agrees to reimburse any member for the amount of any deduction deducted by the School and paid to the Union, which deduction is by error in excess of the proper deduction and agrees to hold the School harmless from all claims of excessive deductions.

ARTICLE IV

Union Representation

For purposes of representation, the School agrees to recognize a Union committee consisting of four (4) employees of the bargaining group selected by the Union. The membership of this committee will be given in writing to the administration annually by the Union.

ARTICLE V

Savings

In the event that any federal or state legislation, governmental regulations, or court decisions cause the invalidation of any article or section of this Agreement, all other articles and sections, not so invalidated, shall remain in full force and effect.

ARTICLE VI

No Discrimination

The School and Union mutually pledge that they will not interfere with, restrain or coerce the employees in their rights, privileges, or obligations under Act 336 of 1947, as amended, (Public Employment Relations Act). The provisions of this Agreement shall apply to all employees covered by this Agreement without discrimination of race, creed, color, national origin, sex, age, or religion.

ARTICLE VII

Waiver Clause

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE VIII

No Strike

The Union will not call or sanction or in any way participate in any strike or concerted work stoppage, or refrain from the full faithful and proper performance of the duties of the employees covered by this Agreement during the life of the contract. Should the employees participate in said work stoppage or the aforementioned slowdown or refuse to report to work for any reason other than reasons hereinbefore excused in this contract, the Union shall, within forty-eight (48) hours, upon receipt of written notice from the School, be obligated to post copies of the following notice on bulletin boards in all school facilities, and shall grant permission to the School Board to publish said notice in a local newspaper of circulation within the district.

We have been advised by the _____ that strike (stoppage) has occurred. Inasmuch as no such strike or stoppage has been called or sanctioned by the Union, if you are engaged in any such strike or stoppage, you are hereby instructed to return to work immediately.

It is expressly understood by the employees that striking by public employees is strictly prohibited by law and will not be tolerated by the school district nor the taxpayers of the school district.

ARTICLE IX

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.

- B. A written grievance, as required herein, shall contain the following:
1. It shall be signed by the grievant or grievants 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.

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 Monday through Friday, if summer months are involved in the grievance's timing.

- D. Disposition of grievances will be as follows:

Level 1:

An employee having a grievance may discuss the same with his/her immediate supervisor by himself/herself or with the Union Chairperson within five (5) days of the alleged violation in an attempt to resolve same. Within three (3) days of the discussion, the supervisor shall give his/her verbal answer to the grievance. In the event the Union is not present during the discussion, it shall be informed by the supervisor of the supervisor's disposition of the grievance. In the event the grievance is not satisfactorily resolved at Level 1, the Union may proceed to Level 2 by reducing the grievance to writing in accordance with Paragraph B within three (3) days of the verbal disposition and filing same with the employee's immediate supervisor. The Union Chairperson's signature must be on all written grievances.

Level 2:

Within three (3) 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 two (2) 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:

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 five (5) 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, and International representative, or Union's designee. The Superintendent or his/her designee shall answer the grievance with reasons within five (5) days of the discussion.

Level 4:

In the event that the Union is not satisfied with the disposition of the grievance by the Superintendent of Schools or his designee, 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 private hearing on the grievance with the full Board of Education and the Superintendent or a committee designated by the Board of Education to hear the grievance. Within seven (7) 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 International representative and grievance chairperson or Union's designee present at the hearing along with the grievant.

Level 5:

If the grievance is not satisfactorily resolved at Level 4, the Union may, within fifteen (15) working days of the date of the decision at Level 4, submit the grievance for binding arbitration to the American Arbitration Association in writing, with a copy to the Board. The rules of the A.A.A. shall govern the selection of the arbitrator. Should an employee or the Union fail to institute a grievance within the time limits specified, the grievance shall be deemed abandoned. Should an employee or the Union fail to appeal a decision within the time limits specified all further proceedings shall be barred. Time limits specified herein may only be mutually extended and, then, only if in writing by both parties.

- D. Prehearing - Neither party may raise a new defense or ground at Level 5 not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three (3) days prior to the hearing, a prehearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievances.
- E. Powers of the Arbitrator: It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. He/She shall have no power to establish salary scales or change any salary.
 3. He/She shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/Her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein, remains within the reserved rights of the Board.

4. He/She shall have no power to decide any questions which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule in writing upon arbitrability before proceeding to the merits of the case.
 6. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 7. Both parties agree to be bound by the award of the arbitrator, subject only to legal remedies afforded by the courts of competent jurisdiction.
- G. Claims for Back Pay - All claims for back pay shall be limited to the amount of wages which would have been earned at the employee's regular rate of pay and the arbitrator shall have no power to award damages or overtime pay. If, however, the assignment of overtime is the subject of a grievance then, the arbitrator shall have the power to effectuate the appropriate remedy subject to the foregoing. No decision for retroactive wage adjustment in one case shall be binding on other cases. No decision of the arbitrator for a retroactive wage adjustment shall be valid beyond twenty (20) days preceding the date of the written grievance.
- H. 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 which arose prior to the effective date of this Agreement shall not be processed.

ARTICLE X

Seniority

- A. All paraprofessionals shall have seniority as of the date when first hired by the district as a permanent paraprofessional. If the employee is hired as a substitute in any capacity by the school district, he/she shall not have seniority or other benefits of this contract.
- B. If two (2) or more employees are hired on the same date, they shall be placed on the seniority list in alphabetical order of their last names, and once placed on the list, will remain unchanged in position unless the conditions in Paragraph C of this Article are evoked.
- C. Loss of Seniority - An employee shall be removed from the payroll and shall lose all seniority when:
 1. The employee quits.
 2. The employee is discharged for good and sufficient reason.
 3. The employee is laid off and fails to signify any intention of returning to work within forty-eight (48) hours of receipt of written notification which shall be sent by registered or certified mail, return receipt requested, to the employee's last address of record with the district's Personnel Department.

4. Failure to report sickness or other unavoidable reasons before the beginning of the work shift to the immediate supervisor. It is understood that two (2) consecutive days without reporting absences will constitute sufficient reason for discharge for all employees covered by this contract.
 5. Conviction of a felony in a court of law
 6. Failure to report for work at the expiration of a leave of absence
 7. The employee is on layoff status for a period of two (2) years without being recalled as a permanent employee
- D. All new employees and employees who have been rehired after loss of seniority in terms of this Article's Paragraph C, shall be considered probationary for their first thirty (30) working days unless the probationary period is extended by agreement of the School and the Union. Upon successful completion of the probationary period, the employee's name shall be entered upon the seniority list from the anniversary date of hire.
- E. The School shall prepare and maintain a seniority list to record the seniority status of each employee in the bargaining unit. Such list shall show the names of employees and their seniority dates. The Union Chairperson may request such list from the School at reasonable intervals. Such request should be in writing, addressed to the Assistant Superintendent of Schools.

ARTICLE XI

Job Bidding

- A. All permanent vacancies shall be posted within each school building for five (5) working days. Employees in the bargaining unit shall be given the above mentioned five (5) working days in which to make application. Posting shall include the job title, hours involved, and building assignment. Applications for transfer shall be submitted, in writing, to the immediate supervisor or Assistant Superintendent within the five (5)-day posting period. Such application can be obtained from the Central Office or the school principal's office. The senior employee shall be given first consideration providing he/she meets the necessary qualifications. The actual employment decision shall rest with the immediate supervisor and the Assistant Superintendent.
- B. All employees who are transferred after bidding on a job as stated in paragraph "A." above shall be considered probationary in nature. The School shall have the right to transfer the employee back to his/her former position if the employee's work performance is not satisfactory. The trial period shall be thirty (30) workdays or less in length.
- C. If no employee of the paraprofessionals' bargaining unit has successfully been transferred to an open position as provided for in this Article, the School shall grant interviews to other employees from other bargaining units represented by G.M.P. who have applied for the job. It is expressly understood that the School is under no obligation to transfer another employee to the open position but shall consider the employee through the interview process.

It is understood that employees who successfully transfer from one bargaining unit to the paraprofessionals' bargaining unit shall not transfer seniority to the new unit. They shall, however, transfer any vacation time and accumulated sick days earned in the other bargaining unit.

ARTICLE XII

Layoff and Recall

- A. Layoff will be by seniority. The employee with the highest seniority shall have the right to replace an employee with lower seniority within a job classification. If no employee within a job classification can be replaced due to seniority, that employee has the right to bump a junior employee.
- B. In the event of layoff or reduction of hours, the employer will notify the employees to be affected in writing at least forty-eight (48) hours in advance of the effective date of layoff with a copy to the Union's chairperson. The School also agrees to discuss the lay-offs or reduction of hours with the Union's Committee before the layoff or reduction of hours when more than 50% of the Union's membership are involved in the layoff or reduction of hours. Nothing in this paragraph shall remove the School's right to layoff or reduce hours of employees or determine the school district's program needs.
- C. Recall shall be by seniority providing the employee is qualified to perform the tasks required by the job classification. The School shall have a minimum of ten (10) workdays and up to a maximum of thirty (30) workdays as a trial period to evaluate the recalled employee's performance in the new job. If the performance is not satisfactory, the employee may be laid off by the School, and the next senior qualified employee will be considered. Jobs need not be posted when employees are on the lay-off list maintained by the School.
- D. Notice of recall shall be in writing to the employee. A written postmarked, certified or registered letter addressed to the last known address recorded at the Central Office shall be sufficient notice. It shall be the employee's duty to keep the last address on file at the Central Office. The employee shall have at least three (3) workdays after receipt of the letter to report for work before he/she shall be considered to have severed his/her employment. Extension of time may be considered by the employer. A copy of the recall letter shall be extended to the Union's chairperson.
- E. The employee shall report to work on the date specified on the notice or make other arrangements prior thereto with the immediate supervisor. In the event the employee fails to report for work as specified or prior arrangements are not made, then the employee shall lose all seniority and rights to recall and the next name on the list shall be notified.
- F. The employer shall maintain an employee layoff list for a period of two (2) years. After the two-year period, the employee's layoff status shall cease.

ARTICLE XIII

Hours of Work and Overtime

- A. The workweek may consist of forty (40) or less hours per week. The actual hours worked per week for each employee shall be established by the School. Overtime work shall be paid at time and one-half for employees working over forty (40) hours in one (1) week. Overtime and extra hours worked shall need approval of the Assistant Superintendent or Program Director before the employee is authorized to work. Approved leave days, with pay, shall be

considered the same as a day of work when calculating overtime due employees. Only for the purposes of calculating overtime, the workweek shall be defined as Monday through Friday.

- B. If the employee is required, by the School, to be in attendance on field trips or staff meetings outside his/her normal day's work, he/she will be paid for such hours at the normal rate of pay. The Program Director's approval is necessary before payment will be made.
- C. When the Program Director and Assistant Superintendent approve the use of the employee's own vehicle to handle School business, mileage shall be paid. The rate of compensation shall be established by the Board of Education.

ARTICLE XIV

Employee Break Times

Employees who work two and one-half (2½) or more consecutive hours shall be entitled to a 15-minute break. Employees who work five (5) or more consecutive hours shall be entitled to two (2) 15-minute breaks. Break times shall be established by the employee's immediate supervisor.

ARTICLE XV

Holidays

All paraprofessionals shall receive the following paid holidays:

Labor Day	New Years Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas	

If school is in session on Good Friday, employees are expected to work. The District shall pay for the holiday at the employees regular rate and hours of pay and such pay shall not count towards overtime. The pay shall be on the same pay period as the holiday.

ARTICLE XVI

Vacations

Employees who have been employed for ten (10) consecutive years shall be entitled to five (5) days pay for Christmas vacation, payable the second pay of December.

ARTICLE XVII

Snow Days

Employees will not be paid for any days that school is closed when caused by conditions of inclement weather or other acts of God when the State of Michigan penalizes the school district its state membership aid. Employees will only be paid for such days when the district is paid by the State.

When the district is required by the State to hold school in order to receive state membership aid payments and school days need to be rescheduled by law, the employees will be paid. Employees, in such cases, shall only be paid for the rescheduled days required by law.

ARTICLE XVIII
Temporary Work

Any employee, if asked to do other than his/her regular work, is expected to help until such work is done. The employee shall not receive less than their normal rate of pay when performing such work.

ARTICLE XIX
Paydays

All employees shall be paid on a bi-weekly basis as normally scheduled by the school district. It is further understood that exceptions to the bi-weekly schedule can be made when caused by circumstances over which the School has no control.

ARTICLE XX
Maternity Leave

(An employee has the option of Section A or B but not both together.)

- A. All regular employees who have completed their probationary period shall be eligible for maternity leave provided written request on forms provided by the Personnel Department are turned in no later than the fifth month of pregnancy. The maximum length of leave shall not exceed six (6) months exclusive of any extension. The employee shall specify the beginning and ending date of the leave at the time of making the application. The beginning date of the leave shall not be later than thirty (30) days prior to the expected date of delivery without permission of the administration. Once the beginning date is set, it shall not be, thereafter, altered except for good cause.

The School reserves the right to demand a doctor's certificate as to the ability of the employee to continue working during the term of pregnancy as well as a certificate of health for return to work. An employee on maternity leave can request a thirty (30) day extension of leave in writing, prior to the termination date of the leave, where it can be medically shown that the employee is physically incapable to return. The extension may be renewed once thereafter for the above reasons. Maternity leave shall be without pay, but the employee shall accumulate seniority during the leave of absence.

- B. An employee shall have the right, if she so desires, to receive sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood that this shall not include normal child care; and the employee shall not be entitled to avail herself of the foregoing unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of this Paragraph. The following provisions shall apply:

1. All pregnant employees shall notify the administration of pregnancy at least five (5) months prior to the expected date of birth. Said notification is to be accompanied by a statement from the attending physician, giving the anticipated date of birth of the child. Said notification shall be filed with the Assistant Superintendent of Schools.
2. The employee shall be required to furnish medical certification of her continued ability to perform her duties as often as the administration may request, at its discretion.

3. The employee may be required to submit to physical examinations by a physician selected by the School Board.
4. To receive sick leave payments, the employee must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
5. For all sick leave days claimed, the employee must have a physician's certificate verifying physical disability which prevents her from fulfilling her responsibilities.
6. Only earned sick days can be used when applying for this section.

ARTICLE XXI

Sick Leave

A. All employees covered by this Agreement shall accumulate sick leave on the following basis:

1. Upon the completion of one (1) month's work, an employee shall receive one (1) day's sick leave per month at his/her normal daily rate of pay, up to a maximum of ten (10) days per year. Part-time employees' maximum accumulation and days will be pro-rated to actual hours and months worked during the school year.
2. Sick leave days shall be allowed unlimited accumulation.
3. Employees shall accumulate seniority within the sick leave as defined in this Article. It is understood that if the employee does not have days accumulated, the School may require a long term sick leave of absence, or at the employees option, he/she may resign his/her position.
4. Earned sick leave may be used for the incapacitating illness of the employee's immediate family. A family member is defined as the employee's child, spouse, parent, parent-in-law, or any family member living in the employee's immediate household who is related through birth or marriage or any household dependent who is classified as a dependent by the U.S. Internal Revenue Service's definition.

B. In lieu of unlimited accumulation of sick-leave days, an employee whose normal workweek is twenty (20) or more hours per week, may opt to receive remuneration for unused sick days after the following dates:

After September 1, 1991 - At .60 of their normal daily rate.

After September 1, 1992 - At .70 of their normal daily rate.

After September 1, 1993 - At .80 of their normal daily rate.

It is understood that payment shall only be made for up to a maximum of the sick days earned per school year. Unused sick days not paid for by the School will be allowed to accumulate as per limitations of this contract. If a qualified employee chooses the "remuneration for unused sick days" option, hereinbefore described, the days for which payment is to be made shall not be allowed to accumulate and shall be forfeited annually. Payment for unused sick days, as previously described, shall be made annually on the last pay period of the School's fiscal year. If this option is selected, written notice from the employee must be filed with the Payroll Office by April 1st of each fiscal year.

It is understood that only unused sick days in a given contract year will be used in calculating payment. Prior years' banked sick leave cannot be drawn.

ARTICLE XXII

Personal Business Days

Each employee shall be entitled to a maximum of three (3) days for personal business. Such business shall be judged as not being able to be conducted outside normal working hours. Prior administrative approval is necessary. It is expressly understood that the employee must specify the reason for such absences prior to administrative approval. In cases of emergency, the immediate supervisor will waive the requirement of prior administrative approval providing the reason is classified as an emergency upon the employees return to work.

ARTICLE XXIII

Bereavement Leave

In the event of the death of a child, spouse, or parent; an employee shall be eligible to be paid at his/her normal daily rate of pay up to a maximum of five (5) days for the purpose of attending and making funeral arrangements prior to and after the funeral. Up to three (3) days will be granted by the administration at the normal daily rate of pay in the event of the death of a brother, sister, grandparent, grandchild, or in-law. Personal leave days may be used to attend funerals of relatives who do not meet the above requirements providing such days are not previously used during a given year for other matters.

If the employee is asked to serve as a pallbearer for a friend or family member, the School shall pay only for the necessary time needed to perform said service. It is expressly understood that payment as a pallbearer shall not exceed one (1) paid day.

ARTICLE XXIV

Jury Duty

An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his/her regular rate of pay had he/she worked.

ARTICLE XXV

Leave of Absence - Union

Upon written application, any employee who is elected or designated by the Union as a delegate or representative to a Union function or elected or appointed to the International Staff, shall be granted a leave of absence without pay but without loss of seniority for one (1) year, subject to renewal with the approval of the Union and School.

ARTICLE XXVI

Sick Leave of Absence - Long Term

Upon written application, any employee who is off work due to a non-industrial injury or sickness shall be granted a leave of absence without pay but without loss of seniority for a period of one (1) year, subject to renewal with the approval of the Union and the School. The Union and School agree that an employee who gives false reasons for obtaining a sick leave of absence is subject to disciplinary action for doing so.

ARTICLE XXVII

Other Non-Paid Leaves

A. Upon written notice to the School and Union Chairperson, the employee may be granted leave by the Board of Education for up to one (1) year without pay or benefits for the following reasons:

1. Illness in the employee's immediate family which requires him/her to stay home or to take them, on a physician's order, to different climate or for treatment outside of Coldwater.
2. To attend accredited colleges, universities, or trade schools for added credit. If such leaves are granted, the employee shall be enrolled as a full-time student. Full-time student status shall be defined by the university, college, or trade school of attendance.
3. To campaign for or serve in a public office, other than school government. Such leave shall be for a consecutive period of time and not on a day here-and-there basis.
4. The employee may terminate his/her non-paid leave status and return to work by notifying the School in writing at least seven (7) working days before he/she is expected to report for work.

No more than two (2) employees from the bargaining unit shall be allowed a non-paid leave as defined in this Paragraph at any one time.

Upon return of an employee from a non-paid leave of absence, he/she shall be reinstated to his/her regular job. Failure on the employee's part to return after the leave has expired shall subject the employee to termination of employment with the School.

B. The employee's seniority shall not accumulate while on any non-paid leave of absence. Seniority shall be frozen when non-paid leave commences. Exceptions to this paragraph are stated in Union Leave, Long-Term Sick Leave articles, and Maternity Leave.

C. Any employee who is eligible for Workers' Compensation benefits shall not be eligible for holiday benefits provided in this contract. The Workers' Compensation benefit shall take the place of such benefits. An exception to this regulation shall occur during the fourteen (14) calendar-day exemption period determined by law. The employee shall be paid for holidays when they fall within this period. After the aforementioned fourteen (14) day period, there shall be no liability of payment by the School for the holiday pay.

ARTICLE XXVIII

Duration

This Agreement shall be effective as of September 1, 1991 and shall remain in effect until August 31, 1992 and thereafter until either party serves a sixty-day written notice specifying the desire to modify or terminate this Agreement. It is expressly understood that in the event neither party notifies the other within the sixty-day period above specified, this Contract shall automatically extend for a period of one (1) year.

APPENDIX

I. Wages - 1991-92 Contract Year

General and Reading Lab Classifications Starting Rate \$4.73

A. Wage Increases for Employees Eligible for Health Insurance Benefits

Each employee who works at least thirty-eight (38) weeks and is eligible to receive health insurance benefits as defined in this Agreement shall receive the following wage increases for 1991-92:

Starting September 1, 1991: 11¢ per hour increase
Starting December 1, 1991: 11¢ per hour increase
Starting March 1, 1992: 11¢ per hour increase
Starting June 1, 1992: 11¢ per hour increase

B. Wage Increases for Employees Not Eligible for Health Insurance Benefits

Each employee who works at least thirty-eight (38) weeks and is not eligible to receive health insurance benefits as defined in this Agreement shall receive the following wage increases for 1991-92:

Starting September 1, 1991: 12¢ per hour increase
Starting December 1, 1991: 12¢ per hour increase
Starting March 1, 1992: 12¢ per hour increase
Starting June 1, 1992: 12¢ per hour increase

C. Employees who have terminated their employment with the district or retired prior to the ratification date of this contract shall not be eligible for retro-active pay of any form.

III. Health Insurance Benefits

If those employees who work at least thirty-eight (38) weeks and twenty (20) or more hours per week as their usual work assignment are eligible for the current hospitalization policy (Group No. 66398-001). This policy includes the ML rider, x-ray, and lab; and pays the first \$5. In addition, the Master Medical plan is 90-10 co-insured with \$50 deductible for single persons and \$100 deductible for family.

In addition to the above coverage, the School shall provide a prescription drug rider (no co-pay) and the same dental health rider currently provided for the teaching staff for those employees who are eligible as stated above. The thirty-eight (38) week and working twenty (20) or more hours per week requirement is also needed to be eligible for this benefit.

The following additional riders shall be provided:

- | | |
|------------|--------|
| 1. PP-NV-1 | 4. VST |
| 2. DC | 5. FAE |
| 3. CC-CLC | |

Those employees who are eligible for health insurance benefits and choose not to take such coverage shall be eligible for a \$20 payment on each pay period the employee is paid by the district.

It is understood that the School reserves the right to select or change the insurance carrier, providing coverages are comparable to those specified above. Prior to changes in any insurance program or carrier, the School and Union shall meet to discuss any changes in coverages. It is understood that both parties shall mutually agree to any changes in coverages.

It is also understood that the Board of Education shall have the right to institute a self-insured dental program providing benefits of the plan are the same as the current BC/BS plan. If a self-insurance program is instituted by the Board, all premium costs shall be borne by the Board.

IV. Optical Insurance

It is agreed that the same optical insurance program given to the Coldwater Education Association will be given to employees, providing the employee works twenty (20) or more hours per week. Benefits will be at the 100% level. It shall be the responsibility of the employee to sign up for this coverage with the school district's payroll office if they desire this coverage.

V. Life Insurance Coverage

Employees who qualify for hospitalization insurance shall receive the following term life insurance (AD & D) policy paid by the School for the term of this contract. Said coverage shall begin thirty (30) days after this Agreement has been ratified by both parties.

\$15,000

VI. The School shall pay for physical examinations, x-rays and approved conferences when required by the School District.

VII. Under normal conditions, the work year for employees covered by this contract shall consist of thirty-eight (38) weeks as scheduled by program supervisors.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the respective officers and representatives thereunto duly authorized this 10th day of February, 1992.

FOR GLASS, MOLDERS, POTTERY, PLASTICS
AND ALLIED WORKERS INTERNATIONAL UNION,
AFL, CIO, CLC ON BEHALF OF ITS LOCAL 120B

FOR COLDWATER COMMUNITY SCHOOLS

BY: *J. B. Brown*
Union Representative

BY: *Alan Rubin*
President, Board of Education

BY: *Mary P. Wiser*
Chairperson

BY: *Mansour Ansari*
Vice-President, Board of Education

BY: *Melitta Swick*
Committee Member

BY: *Richard K. ...*
Secretary, Board of Education

BY: *Wanda Looe*
Committee Member