

AGREEMENT

This Agreement is entered into this 1st day of July, 2010, by and between the Board of Education of Otsego Public Schools, Otsego, Michigan hereinafter referred to as the “Employer or District” and the Otsego Educational Support Personnel Association MEA/NEA, hereinafter referred to as the “Union, Association or Bargaining Unit”.

PREAMBLE

WHEREAS, the Employer and the Union recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the general purpose of this agreement is to set forth the terms and conditions of employment to promote orderly and peaceful working relations for the mutual interest of the Employer, the employees and the Union;

The Employer and the Union do hereby set forth this agreement.

**ARTICLE 1
RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent as defined in Section 11 of Act 379, Public Acts of 1965, for all of its Employees in the bargaining unit, as described and defined as:

All regularly scheduled full-time and part-time Para-Educators, excluding supervisors, substitutes and all other Employees.

**ARTICLE 2
MANAGEMENT (BOARD) RIGHTS**

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board, without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration, the right to:

The management of the school district and the direction of the Employees, including but not limited to the establishment and enforcement of work rules, the assignment of work to Employees, the right to hire, assign, transfer, promote, discharge, suspend, discipline (for cause) evaluate, lay off and recall Employees, maintain discipline and efficiency, the scheduling of work days, hours and shifts, the determination of the number and kinds of classifications and positions to be established, continued, or discontinued, the number of Employees in such classification, the work to be performed within the classifications and the qualifications needed.

Determine the amount and size of the management organization, determine the services, supplies and equipment to continue its operation and to determine all methods and means of distribution or disseminating, methods and standards of operation, the means, methods and processes of accomplishing the work, and the institution of new and/or improved methods of changes therein; determine the number and location or relation of its facilities and schools, including the establishment and closing of such schools and facilities; determine the place where work is to be performed and the distribution of work; and the source of materials and supplies; determine the policy affecting the selection and training of employees.

Exercise the foregoing authority, rights, powers and prerogatives by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the extent specific and expressed terms of this Agreement and then only to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.

ARTICLE 3 UNION RIGHTS

A written list of Union officers, building representatives, shall be furnished to the Employer at the start of the school year. Any change in such membership shall be transmitted in writing to the Employer within fifteen (15) days of such change.

Union may use school facilities for meetings, providing it has secured the approval of the Employer one (1) week in advance. The Union agrees that any additional or unusual expenses incurred as a result of such use shall be reimbursed to the Employer by the Union.

Bulletin board space shall be provided in the employee lounge area in each building, upon which the Union may post announcements, notices of meetings, results of union elections and notices pertaining to nominations and elections. The bulletin board shall not be used for political campaign purposes or for purposes other than above.

Duly authorized representatives of the Union, national, state or local, shall be permitted to transact official Union business on school property, provided that they do not interfere with or interrupt work activities or normal school operations. The Union agrees to advise the Employer of such meetings, discussions or other activities that it may wish to transact pertinent to the Employees and shall transact such business on the employees' own time and in private.

Association Days: At the beginning of each school year, the Association shall be credited with a total of two (2) unpaid Association Leave days, if substitutes can be arranged. These Association Leave days are to be used by the officers or agents of the Association, such time to be at the discretion of the Association. Application must be made to the administration at least one week in advance of the anticipated absence except in cases of emergency.

ARTICLE 4
MEMBERSHIP FEES, PAYROLL DEDUCTIONS, AND AGENCY SHOP

The parties agree that it shall be a condition of employment for all full-time and part time Para-Educators employed in the Otsego School District to either:

Sign and deliver to the Board an assignment authorizing payroll deduction of membership dues of the Association and its affiliates, or pay such dues in one lump sum payment by October 1 of each year, or

Cause to be paid a non-member representation fee as established by the Association each year, or by authorized payroll deduction.

The procedure in cases of non-compliance with the above provision shall be as follows:

The Association shall notify the bargaining unit member of non-compliance by certified mail, with return receipt requested, explaining that he/she is delinquent in tendering the service fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent service fee is paid or a properly executed deduction form is tendered within fourteen (14) days, he/she shall be reported to the District and a deduction of the service fee shall be made from his/her salary.

If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the School at the end of the fourteen (14) day period:

“The Association certifies that Employee has failed to tender the service fee required as a condition of employment under the current Master Agreement and demands that, under the terms of the Master Agreement, the District deduct the service fees from the collective Bargaining Unit member’s salary. The Association certifies that the amount of the service fee includes only local, regional, state, and national dues as authorized by law.”

The District, upon receipt of said notice and request for deduction, shall act pursuant to the above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members. To the extent permitted by law, the District will continue to deduct from the above Employee’s wages the representative fee, while employed by the District.

With respect to all sums deducted by the Board pursuant to this Article, the Board agrees promptly to disburse said sums directly to the Association.

The Association agrees to reimburse any Bargaining Unit member for the amount of any dues deducted by the Board and paid to the Association when such deduction is in excess of the

proper amount.

The Association agrees to indemnify and save the Board, including each individual Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and court or administrative agency costs that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article of the Master Agreement. At no time will the District incur any cost in defending litigation arising out of this Article.

The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the Board.

The Association, in defense of such suit, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.

The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the Board, or its individual members, after consultation with the Board.

ARTICLE 5
SENIORITY and CLASSIFICATION

All new Employees hired into the bargaining unit shall be probationary Employees for the first ninety (90) days of employment. When an Employee completes the probationary period, he/she will be entered on the seniority list.

Seniority shall be the length of continuous service with the Employer from the Employee's most recent date of hire, starting the first day of work in the bargaining unit. Seniority shall not accrue on unpaid leaves of absence, but such absences shall not constitute a break in continuous service for accrual. Employees having equal seniority accrued shall be ranked in order of the last four digits of their respective social security numbers, with the lowest four digit number being the most senior.

Seniority shall be lost when an Employee quits, resigns, abandons his/her employment or if discharged. Failure to respond to a notice of recall within one (1) week after delivery to the Employee's last known address on file with the school district, failure to call in and notify their supervisor of the reason for an absence, unauthorized absence or failure to return from an authorized leave of absence without a showing of extenuating circumstances preventing return by the Employee shall be deemed abandonment of employment with the school district and shall result in loss of their position. Seniority may be reduced as a disciplinary measure.

Each September the Employer shall prepare a seniority list, a copy of which shall be furnished to the Union. The names of all Employees in the Bargaining Unit, at the time of preparation, shall be listed in order of seniority, beginning with the Employee having the most seniority in the bargaining unit. It shall specify the seniority of each Employee in each classification worked.

Classifications with the attendant duties and qualifications shall be established by the Employer. Classifications, as established, may be revised or modified by the Employer; the Union may submit revisions or additions to the Employer for consideration, notwithstanding the designation of a classification and wage rate as specified elsewhere in this Agreement. Should new classifications be created or established classifications be modified or revised, the Employer shall notify the Union at least thirty (30) days in advance except in the case of an emergency precluding such notice, and provide the Union upon its request an opportunity to negotiate regarding the wages for the classification.

ARTICLE 6 ASSIGNMENTS

Employees shall exercise reasonable care with respect to the safety of students and school property and shall discharge their duties and responsibilities to said students and property according to Michigan school laws and administrative policies and directives of the Employer. Such policies and directives shall not conflict with the provision of this Agreement or any law of the State of Michigan nor the United States. The Employer shall provide CPI training to employees in positions for which such training is determined necessary by the building principal.

For the purpose of evaluation, the Employer shall establish job descriptions.

An annual review of the job descriptions shall be held and the Union shall submit revisions and/or additions to the Employer for consideration.

The parties agree that any job description shall be used to guide the Employee in the performance of his/her duties.

Evaluations of the Employee shall be conducted by the building principal or other administrator.

The Administrator shall meet with all Employees at the beginning of the year if they are to be evaluated. Criteria for the evaluation shall be given to the Employees at this meeting, along with the District's form.

Formal evaluations shall be based on observations from pre-arranged visits to the Employee's work area. Information from informal observations may also be included. Upon completion of all the observation(s), the administrator shall write the evaluation using the district's form with an indication of satisfactory or unsatisfactory performance. Following the formal evaluation a conference with the evaluator and the employee will be held.

The evaluation shall be conducted once every three (3) years. If the formal evaluation needs to take place more often than once every three (3) years, the Employee will be made aware of the reason(s) for additional evaluations.

The Employer may visit, or investigate other matters which can be brought to the attention of the Employee. These items may be mentioned in the evaluation but shall not be the determining factor in the satisfactory or unsatisfactory rating.

The evaluation shall be signed by the Employer and the Employee.

ARTICLE 7
VACANCY AND TRANSFER

A vacancy is defined as an opening for an Employee to be added or hired into a classification as determined by the Employer.

Employees in the Bargaining Unit shall be notified of vacancies for which they may apply by posting a notice of such vacancy on the Employee bulletin board for a period of five (5) work days. The notice shall set forth a deadline for application.

Employees may submit applications for the vacancy during the posting period. Selection shall be made from all applicants for the vacancy both internal and external. The most senior Employee applicant with qualifications equal to or better than the other applicants shall be rewarded the vacancy. Otherwise, the Employer reserves the right to choose the applicant who, in its judgment, is best qualified for the vacancy.

All Employees reclassified will receive no less than prior classification wage unless Employee bids on lower wage classification.

Any new hire or reclassified employees shall receive written notice of their classification including their rate of pay, scheduled work days and hours, and a copy of their job description.

When a substitute is hired in a new position, the district and association will agree upon the continuance of the substitute beyond 45 days or the position will be posted.

ARTICLE 8
LAYOFF /RECALL

When the Employer determines that a reduction of personnel must be effected, it shall provide notice in writing to the affected Employees. This notice shall be given fourteen (14) days prior to the effective date of the reduction. Reduction shall be by reverse seniority within the bargaining unit provided there are more senior Employees remaining in the bargaining unit who are available and qualified to perform all the duties of the position available.

Any full time employee being laid-off shall replace the lowest senior full time employee. The displaced employee shall have the right to replace the lowest senior part time employee or take a layoff. If that employee chooses part time, he/she shall have the right to the next full time position. Part time employees laid-off shall have the right to replace the least senior part time employee. The part time employee laid-off shall have the right to the next position, full or part time.

Employees who have been reduced from the bargaining unit shall be recalled in reverse order of reduction when a vacancy arises. The obligation to recall to the next available vacancy within the bargaining unit shall terminate fifteen (15) months after the effective date of the layoff. Declining to accept a recall automatically terminates employment with Otsego Public Schools and rights to unemployment benefits. It shall be the responsibility of the Employee to notify the Employer of any change of address and/or telephone number. The Employee's address and telephone number, as they appear in the Employee's personnel record, shall be conclusive for the purpose of providing notice of recall.

ARTICLE 9 COMPENSATION

Employees shall be compensated for authorized work within their assigned classifications at the respective hourly wage rates set forth in the wage schedule attached to and incorporated into this Agreement as Schedule A, which may be revised consistent with the process for creating new classifications or modifying established classifications set forth in Article Five. The steps included in the wage schedule shall be equal to the Employee's years of service with the District in a Bargaining Unit position, regardless of classification. Whenever a para-educator is placed in another classification, the para-educator will be paid at the higher rate of pay at their own step of the new classification. The steps included in the wage schedule shall be equal to the Employee's years of service with the District in a Bargaining Unit position, regardless of classification.

The scheduled work year for Para-Educators shall provide a minimum of the State mandated number of days/hours of work.

On a day when school is closed and which cannot be counted as a day of student instruction, Employees need not report and shall receive no pay. If the day can be counted as a day of student instruction, the Employee who need not report shall receive not less than one day's wage. If school day is delayed or halted due to inclement weather, the Employee shall receive their regular day's pay.

Any Employee working as a Tutor since August 2003 shall be required to become qualified, as defined by the federal legislation contained in the No Child Left Behind Act (ESEA). The qualifications must be met before January 8, 2006. Any such Employee who takes the State approved test to become qualified shall be reimbursed for the cost of the testing and/or workshop or class tuition/fees paid for remediation to assist in passing the test, up to a maximum of \$150.00. Additional fees or tuition charges required will remain the responsibility of the Employee. This reimbursement provision shall also apply to any other employees that may be required in the future to become highly qualified by any state or federal legislation.

ARTICLE 10
WORK SCHEDULES

At the beginning of each year Employees shall receive notice from the Employer of their scheduled work days and hours. Employees shall receive pay only for the time actually worked on a scheduled workday.

If an Employee reports to work and the program or student they are assigned to has no work for the day the Employee would be paid 2 hours show up time and dismissed for the day, unless the building administrator can find a comparable assignment for the remaining hours that day.

If an employee is required to work through their scheduled planning period, the employee shall be entitled to a planning period at a later time.

All Para-Educators shall be scheduled to work any days that teachers are scheduled prior to the first student day. In addition, Employees may be required to work on staff development days when the building or the district administration has developed a program for the Employees classification. Employees shall be notified at least two (2) weeks in advance of any staff development day if they will be required to attend.

ARTICLE 11 LEAVE DAYS

Employees will earn the equivalent in hours of one (1) paid day for each month of actual work completed to a maximum of ten (10) days each school year. Eight (8) of these days shall be considered as sick days, two (2) of these days shall be considered personal leave days. Unused paid leave shall accumulate to a maximum of 100 days. Each Employee will be provided a statement of (his/her) their accumulation at the beginning of each school year. These paid leave days (may be used) can be used in hourly increments only for personal illness or accidental injury of the Employee unless otherwise expressly provided by the terms of this Agreement. The Employee must call in each day and report the illness or injury justifying the use of the day. In the cases of consecutive use or chronic use, the Employer may require the Employee to submit a statement from an attending physician verifying the illness or injury preventing attendance of the Employee. Employees with a minimum of ten (10) years of service at Otsego Public Schools will be paid \$12.00 per day of unused sick leave days at time of retirement.

For the purposes of this article, immediate family shall be defined as father, mother, stepfather, stepmother, spouse, children, stepchildren, grandparents, grandchildren, father-in-law, mother-in-law, brother, sister, brother-in-law and sister-in-law.

Up to five (5) days of accumulated paid leave may be used by the Employee each school year for the purpose of attending to the illness or injury of a member of the Employee's immediate family. A medical certificate from the attending physician may be required before such leave is authorized. The Superintendent may authorize additional days. Paid leave days may be used for doctor or dental appointments at the discretion of the Superintendent or his/her designee.

Up to three (3) days of accumulated paid leave allowance may be used for a death in the immediate family. Unpaid leave in the same amount will be granted in the event of the death of other in-laws or in the event the Employee has used all sick leave. Upon request to the Superintendent, an unpaid extension of two (2) days may be added to bereavement leave.

Any Employee who is absent because of an injury or illness incurred in the place of employment for which he/she is receiving Worker's Compensation, shall receive from the Employer the difference between the Worker's Compensation payment and his/her regular pay to the extent and until such time as Employee shall have used up his/her accumulated paid leave and provided such payment does not reduce the amount of the Worker's Compensation benefits received by the Employee.

A request for personal leave must be submitted in writing at least one (1) week in advance. In an emergency, a shorter notice may be accepted. Personal leave will not normally be granted for the day preceding or following holidays or vacations and cannot be used for recreation or vacation activities unless approved by the Superintendent. Personal leave days may accumulate to a total of three (3) days. No more than three (3) personal leave days can be used in any given year. Any additional days (over three accumulated days) not used by the end of each school year shall be added to the Employee's accumulated sick leave.

An Employee who exhausts his/her paid leave due to a continuous long-term illness or disability shall be granted an unpaid leave of absence not to exceed 120 days. However, up to one school year may be granted with approval from the Superintendent.

Upon written request an Employee shall be allowed to take an unpaid leave of absence for the purpose of parental care of his/her newborn or newly adopted infant child for a period not to exceed a duration of six (6) months. The leave may be extended to a duration of one year at the discretion of the Employer.

Nothing in the Family Medical Leave Act shall be construed to diminish the obligation of the Employer to comply with the terms of this Collective Bargaining Agreement if such Agreement provides greater family or medical leave rights to employees than the rights established under the Family Medical Leave Act.

The rights established for Employees under the Family Medical Leave Act shall not be diminished by the Collective Bargaining Agreement.

Short Term Leave: An Employee may be granted an unpaid leave of absence for a period not to exceed thirty (30) days. Such leave shall be requested in writing as far in advance as possible, but not later than twenty (20) days prior to the requested beginning date of the leave except in the event of an emergency. No more than one (1) employee per building shall be allowed leave at one time under the provisions of this section.

Employer retains the right to grant such leaves based upon the availability of sufficient Employees to perform the required work. Leave of absence requests will be answered within seven (7) school days. Upon completion of the leave, an Employee granted an unpaid leave of absence of thirty (30) calendar days or less should be reinstated to his/her former position

ARTICLE 12 BENEFITS

An Employee who is called for jury duty or subpoenaed to give testimony before any legal, judicial or administrative tribunal and providing that it will not apply to any cause in which the Employee is the party to the action shall be compensated for the difference between their normal salary and that which they received for performance of such duty, less reimbursed expenses and travel allowances.

Para-Educators shall receive holiday pay for Labor Day, Thanksgiving Day and the day after, Christmas Day, New Years Day, and Memorial Day, which shall be paid at the Para-Educator's straight time hourly rate for the number of hours regularly scheduled to work on a daily basis. To be eligible for holiday pay the Para-Educator must have worked the last scheduled workday prior to the holiday and the first scheduled workday following the holiday unless excused.

If a Para-Educator is not going to physically be at work the day before or after a paid holiday, he/she must make prior arrangements with the Superintendent or his/her designee.

One paid fifteen (15) minute rest period will be scheduled by the Para-Educator's supervisor during the second or third hour of work for Para-Educators working at least three (3) hours per day. A second fifteen (15) minute rest period will be scheduled by the Para-Educator's supervisor during the fourth or fifth hour of work for Para-Educators working at least six (6) hours per day. It is understood that demands of the job may arise which could necessitate the Para-Educators working through the scheduled rest period. If an Employee is required to work through their scheduled break, it is understood that the Employee shall be entitled to a break period at a later time.

Para-Educators working four (4) or more hours per day shall receive an unpaid duty-free lunch period of thirty (30) minutes to be scheduled by the supervisor.

When students are scheduled for a half day of school, a half day of work for Para-Educators shall be defined as the actual amount of time worked.

ARTICLE 13 DISCIPLINE

The Employer shall not discharge or discipline any Employee without cause and discipline shall be in accordance with work rules except that no prior discipline or warning need to be imposed on any Employee before such Employee is discharged or disciplined if the misconduct is so aggravated, in the opinion of the Employer, as to require immediate discharge.

The Association reserves the right to argue the reasonableness of any work rule not mutually agreed upon. Discharge or discipline must be by written notice and any Employee may request an investigation as to that Employee's discharge or discipline, and should such investigation prove that the Employee was without fault, such Employee shall be reinstated. If the Employee is found to be with fault, the penalty shall stand unchanged.

In the event that any Employee is discharged or disciplined for any reason, such Employee shall have, upon written request, a hearing with an Employer representative within twenty-four (24) hours. If, after the hearing, the Employee is found without fault, such Employee shall be reinstated. However, if the Employee is found to be with fault, the penalty shall stand unchanged. If the dispute is not settled satisfactorily it may be submitted under the Grievance Article. The Employee may have a Union representative in any meeting regarding discipline or discharge. Employees shall be given a minimum of one (1) clock hour's notice of meetings regarding discipline or discharge.

The Employer agrees that it will give verbal warnings, written warnings, and suspensions to Employees prior to discharge where the misconduct is not so aggravated, in the opinion of the Employer, as to call for immediate discharge.

Grievances protesting discipline or discharge must be filed within five (5) working days after the action was taken and failure to abide by such time limit shall be construed as a waiver, by both the Union and the Employee or Employees involved of any protest of the action.

ARTICLE 14 GRIEVANCE PROCEDURE

A Grievance shall be an alleged violation of the expressed terms of this Agreement. The following matters shall not be the basis for any grievance filed under the procedure outlined in this Article:

The termination of services or failure to re-employ any probationary employee(s).

The Union shall designate a steward and a grievance committee not to exceed three (3) members of the Union. During the processing of a grievance through Level One (1) of the formal procedure hereinafter defined, the Union shall limit its members as parties to a grievance proceeding to the grievant(s) and the steward or other member of the grievance committee as requested by the grievant(s), and at Level Two (2) the Union representative shall be called into the Grievance Procedure. The Employer may at its discretion, appoint a representative for it in the Grievance Procedure so long as that appointee has the authority to make final settlement of the grievance at the step of the procedure where such appointee is exercising his/her appointed authority.

For the purpose of the Article, days shall mean calendar days, exclusive of Saturdays, Sundays and legal holidays.

Level One: An Employee believing a contract violation occurred under the provisions of this Agreement shall, within five (5) days of its alleged occurrence, or five (5) days of the Employee's knowledge of its alleged occurrence, orally discuss the complaint with his/her immediate supervisor. The supervisor shall give his/her reply to the complainant as soon as possible, but not later than five (5) days from the date that the complaint is made to him/her.

If the complainant is not satisfied with the answer received from the supervisor or if the supervisor fails to reply, he/she may request a meeting of the grievance committee within five (5) days from the date of the answer or the deadline whichever occur first.

The grievance committee shall meet within a period of five (5) days from the date of the request of the complainant. The grievance committee shall consider the complaint and the supervisor's response or lack of response to the complainant and within five (5) days of the meeting, the complainant and the supervisor shall be advised of the committee's decision with regard to the complaint. If the committee's decision is to process the complaint as a formal grievance the time limits for the formal grievance procedure shall begin on the date of the committee's notification to the supervisor of its intent to process the complaint as a grievance as hereinafter provided.

Level Two: The grievance committee shall reduce the complaint to writing on forms furnished by the Union and file it with the Superintendent within two (2) days of the date of notification to the supervisor of its intent to process the complaint as a formal grievance. The written grievance shall be filed with the Superintendent, with the grievance committee's notation attached, as to its findings as a result of the action taken at Level One.

Within five (5) days of receiving the grievance, the Superintendent or his/her designated representative shall have contacted the grievant and the Union's representative. The Union's representative shall be given a minimum of two (2) days' notice of the date set for the meeting between the grievant, the grievance committee members, and the Superintendent or his/her designated representative. Within ten (10) days of the meeting with the Superintendent, the Superintendent shall render his/her decision in writing to the grievant(s) and the Union representative, placing one (1) copy of the grievance and his/her response in a permanent file in the office of the Superintendent.

Level Three: If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, the Union may request a mediation meeting within five (5) days of the answer or the deadline which ever occurs first. The Union will notify the Superintendent of its intent to submit the grievance to mediation and the mediation meeting will be scheduled as soon as possible. The grievance shall be presented at the mediation meeting, which shall normally consist of:

- State Appointed Mediator
- Grievant(s)
- Representatives of the Employer
- Representatives of the Union

Note: Either party may include additional representatives who are witnesses to or actual parties to the occurrences, which gave, rise to the original complaint.

Nothing herein contained shall require either party to agree to the recommendation of the mediator.

Should a resolution for this specific grievance be arrived at, which is mutually acceptable to both parties, then such recommendation shall be final and binding on both parties as a corrective measure for the specific grievance or grievances which were the cause of the mediation meeting.

Should a resolution of the grievance not be acceptable to the Union, the Union will notify the Superintendent of Schools of its intention to submit the grievance to the Board of Education. Such notification shall be made in writing within fourteen (14) days of the completion of the mediation meeting. Upon receipt of the notification it shall be the responsibility of the Superintendent to place the grievance on the agenda of the next regularly scheduled Board meeting, and to notify the Union of the date, time and place of that meeting.

Level Four: Upon proper notification as specified in Level Three, the Board shall allow the grievant and his/her Union representative an opportunity to be heard at the meeting for which the grievance was scheduled and shall also hear statements from the appropriate school administrators concerning the grievance. A disciplined Employee can request said hearing before the Board to be held in a "Closed Session". Either party may include additional representatives who are witnesses to or actual parties to the occurrence, which gave, rise to the original complaint. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing.

The Board may hold future hearings therein, may designate one or more of its members to hold future meetings therein or otherwise investigate the grievance, provided, however, that in which is mutually acceptable to both parties, then such recommendation shall be final and binding on both parties as a corrective measure for the specific grievance or grievances which were the cause of the mediation hearing.

Time Limits: Number of days indicated at each level may be waived by mutual consent of the Employer representative and the Union.

All grievance procedures and investigations by the Union will normally be processed during times which do not interfere with the Employees assigned duties. It is understood and agreed that if any time, and by mutual agreement, such procedures are handled within the normal time of the normal assigned duties, the Employees involved shall suffer no loss of pay.

The Union recognizes the right of each Employee to process his/her own grievance and have the grievance adjusted without intervention of the bargaining representative. This adjustment shall not be inconsistent with the terms of this Agreement, and the Union shall have the right to be present during the processing of the grievance and at the adjustment of the grievance.

Back pay adjustments, where applicable, will be limited to the date of the occurrence of the incident which gave rise to the original complaint and to the amount actually lost with deduction of all sums earned during the period of discharge if applicable. The Board will have no liability for any special compensation claims except as provided by State or Federal laws or the provisions of this Agreement, as applicable.

The remedy available to any Employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder, will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive the Employee of any legal right which he/she presently has, provided that if an Employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

The written grievance shall be on a form prepared and supplied by the Union, which will provide the following:

It shall be signed and dated by the grievant or grievants.

It shall contain a synopsis of the facts giving rise to the alleged violation.

It shall be specific and indicate the Article, Section or subsections of the Agreement alleged to have been violated.

It shall contain the date of the alleged violation.

It shall specify the relief requested.

In the event that the Union fails to file a specific grievance as specified in the time limits provided herein, the specific grievance shall be deemed to be withdrawn by the Union. Should the Employer fail to respond to or answer a grievance in the specified time limits provided herein, the grievance shall be automatically moved to the next level of the grievance procedure, notwithstanding the right of either party to a grievance to request an extension of the time limits.

**ARTICLE 15
DURATION OF AGREEMENT**

Entire Agreement: The Master Agreement is for the 2010-11 and 2011-12 school years. This Agreement constituted the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations imposed upon the Employer and the Union. This Agreement is subject to amendment, alterations, or additions only by a subsequent written Agreement between and executed by the Employer and the Union. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Separability: If any specific provision of the Agreement or any specific application of this Agreement to any Employee or group of Employees shall be found contrary to law, then such specified provision or specific application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. The Employer and the Union will meet upon request of either party to re-negotiate the provision nullified.

Terms of Agreement: This Agreement shall become effective upon ratification by the Employer and the membership of the Union and shall continue in effect through the 30th day of June 2012, at which time it shall terminate, unless extended by written agreement of the parties.

Successor Negotiations: At any time within ninety (90) days prior to the termination date of this agreement, either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement, and negotiations shall begin within thirty (30) days from the receipt of the notice.

Strike Prohibition: The Union agrees that during the term of this Agreement and in negotiations for the renewal of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone, or engage in a strike, slowdown or any other concerted interference (including but not limited to “blue flu”) with the operation of the Employer. The Employer shall have the right to discipline up to and including discharge, any Employee who participates in, or gives leadership to, any activity prohibited by this Section.

In Witness whereof, the parties hereto have executed this Agreement on this 23rd day of August, 2010.

FOR THE EMPLOYER

FOR THE UNION

President of the Board of Education

Otsego ESPA President

Secretary

Otsego ESPA Secretary

Ratified: August 23, 2010

Ratified: August 10, 2010

SCHEDULE A

SALARIES

2010 - 11

0% Change in rates of pay, steps reconfigured.

Classification	<u>Step 1</u> Hire Date to 3 Years	<u>Step 2</u> 4 – 7 Years	<u>Step 3</u> 8 – 11 Years	<u>Step 4</u> 12+ Years
Elem. Classroom Aide	\$9.00	\$10.32	\$11.14	\$12.30
Library Aide Office Aide	\$9.47	\$10.65	\$11.45	\$12.56
In House Supv. .	\$9.71	\$10.90	\$11.68	\$12.80
Alternative Ed. Aide Special Ed. Aide Tutor	\$9.85	\$11.10	\$11.88	\$12.95

For the 2010-11 school year, the five full time unit members who are currently on the 15+ column of the salary schedule shall receive a \$200 off schedule stipend.

2011 - 12

A 2% pay increase shall be made to the salary schedule.

Classification	<u>Step 1</u> Hire Date to 3 Years	<u>Step 2</u> 4 – 7 Years	<u>Step 3</u> 8 – 11 Years	<u>Step 4</u> 12+ Years
Elem. Classroom Aide	\$9.18	\$10.53	\$11.36	\$12.55
Library Aide Office Aide	\$9.66	\$10.86	\$11.68	\$12.81
In House Supv.	\$9.90	\$11.12	\$11.91	\$13.06
Alternative Ed. Aide Special Ed. Aide Tutor	\$10.05	\$11.32	\$12.12	\$13.21

**REMOVE THIS TEMPORARY COVER PAGE
AND INSERT ALL OTHER PAGES
INTO CONTRACT BOOK FOLDER.**

OTSEGO PUBLIC SCHOOLS

and

OTSEGO ESP

MASTER AGREEMENT

2010 - 2012

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