

# *Agreement*

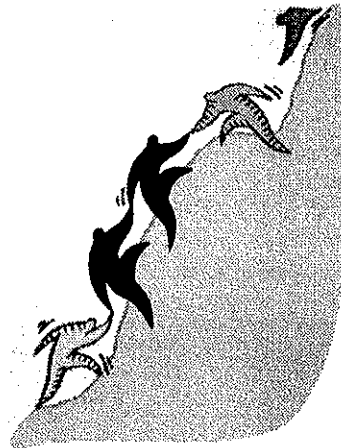
---

Between  
Ovid-Elsie Area Schools  
Board of Education

and

Michigan Education Association/  
Ovid-Elsie Paraprofessional Association

---



2010-2013

## TABLE OF CONTENTS

ARTICLE 1-AGREEMENT .....	1
ARTICLE 2-PURPOSE.....	1
ARTICLE 3-RECOGNITION.....	1
ARTICLE 4-DISTRICT RIGHTS.....	2
ARTICLE 5-ASSOCIATION AND BARGAINING UNIT MEMBER RIGHTS .....	3
ARTICLE 6-DUES, SERVICE FEES AND PAYROLL DEDUCTIONS .....	4
ARTICLE 7-WORKING HOURS .....	7
ARTICLE 8-SENIORITY.....	8
ARTICLE 9-LAYOFF AND RECALL.....	9
ARTICLE 10-VACANCIES .....	10
ARTICLE 11-EVALUATION .....	12
ARTICLE 12-SCHOOL CLOSING.....	12
ARTICLE 13-HOLIDAYS .....	12
ARTICLE 14-GRIEVANCE PROCEDURE.....	13
ARTICLE 15- LEAVES .....	18
ARTICLE 16-UNPAID LEAVES OF ABSENCE .....	20
ARTICLE 17-COMPENSATION.....	22
ARTICLE 18-INSURANCE.....	24
ARTICLE 19-EXTENT, EFFECT AND SCOPE OF AGREEMENT .....	26
ARTICLE 20-TERM OF AGREEMENT .....	28

**ARTICLE 1  
AGREEMENT**

This Agreement entered into this 1st day of July, 2010 between the Ovid-Elsie Area Schools Board of Education (hereinafter referred to as the "Board" or "District") and the Michigan Education Association/Ovid-Elsie Paraprofessional Association (hereinafter referred to as the "Association"). Individuals covered by this Agreement are referred to as "bargaining unit members" or "employees".

**ARTICLE 2  
PURPOSE**

The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the District, the Association and the members of the bargaining unit covered by this Agreement.

The parties recognize that the interest of the community and the job security of the bargaining unit members depend upon their success in establishing and maintaining the highest quality educational programs and services for students enrolled in the District. To these ends, the District and the Association encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels.

**ARTICLE 3  
RECOGNITION**

- A. Pursuant to applicable provisions of Act 379 of the Public Acts of 1965, as amended, and in accordance with the Certification of Representative in MERC Case R 97 K-171, the Board hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining for the term of this Agreement for all employees of the District included in the following bargaining unit: All full-time and regularly scheduled part-time Bargaining Unit Members excluding substitute Assistants, supervisors and all other employees. For purposes of this Agreement a "full-time" bargaining unit member is an individual regularly scheduled to work seven (7) or more hours daily and 35 or more hours per week.

**ARTICLE 4**  
**DISTRICT RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the District of its rights, responsibilities and authority under the Michigan Revised School Code, or any other laws or regulations. Except as specifically stated in this Agreement, all such rights, powers and authority are retained by the District. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its programs, services, equipment, facilities and its operations and to direct the working forces and affairs of the District.
  2. Continue its rights of assignment and direction of personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work hours or school hours or days.
  3. The right to direct the working forces, including the right to hire, promote, and discipline or discharge employees (subject to Article 5 of this Agreement) transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
  4. Adopt and revise work rules and regulations and to define job content and position descriptions. The Association will be given advance notice of adopted and revised work rules or position descriptions and an opportunity to meet and confer with the District prior to the District's implementation of same.
  5. Determine the qualifications of employees.
  6. Determine the extent and existence of educational programming and related services.
  7. Determine financial policies, including all accounting procedures and recordkeeping requirements.
  8. Determine policies affecting the selection, testing or training of employees.

- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the District and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the District except as otherwise limited by express provision of this Agreement.

**ARTICLE 5**  
**ASSOCIATION AND BARGAINING UNIT MEMBER RIGHTS**

- A. Any bargaining unit member who fails to maintain proper standards of conduct or to discharge her responsibilities shall be subject to such disciplinary action as the District shall determine, consistent with the provisions of this Agreement.
- B. No seniority employee (i.e. a bargaining unit member who has completed his/her probationary period under this Agreement) shall be disciplined or discharged without just cause. The District will provide a discharged employee (and the Association, if requested by the affected bargaining unit member) a notice of discharge with reasons therefore, in writing, at or prior to the time of discharge.
- C. Should a seniority employee believe she has been unjustly discharged or disciplined, he/she may submit a grievance at the Step 2 level.
- D. Disciplinary action shall include: verbal warnings (which the District has the right to document), written warnings, written reprimands, suspension and dismissal. All disciplinary action shall be confirmed in writing, under the signature of the administrator issuing the disciplinary action, and shall be incorporated in the bargaining unit member's personnel file. The bargaining unit member who is the subject of the disciplinary action shall sign for receipt of the disciplinary document and shall be given a copy of same. The bargaining unit member's signature shall acknowledge receipt, but shall not indicate agreement with the disciplinary action taken.
- E. A bargaining unit member has the right to have a representative of the Association present at any meeting at which she is to be either disciplined or interviewed in connection with an investigation which may result in discipline of the bargaining unit member. Provided, that the meeting need not be delayed for an unreasonable time pending the arrival of such representative, and in no event shall the District be restricted from taking such protective action as the District may determine to be necessary to secure the rights of students and others pending the holding of the meeting.

- F. A bargaining unit member shall have the right, by appointment made through the Superintendent's office, to review the content of her personnel file and to have an Association representative accompany her in such review. In the event of a Freedom of Information Act request for the bargaining unit member's personnel file, the bargaining unit member shall be contacted by the District in advance of disclosure and afforded an opportunity to review her personnel file.
- G. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under any state or federal law or regulation. Asserted violations of these rights shall not be subject to arbitration under this contract.

<b>ARTICLE 6</b> <b>DUES, SERVICE FEES AND PAYROLL DEDUCTIONS</b>
--

- A. Each bargaining unit member shall on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, either join the Association or pay a Service Fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law.

No bargaining unit member is required to become or remain a member of the Association as a condition of employment. Bargaining unit members who elect not to become members of the Association shall, under the procedures specified below, pay a service fee to the Association pursuant to the Association policy regarding "Political Ideological Expenditures" and administrative procedures adopted pursuant to the Policy.

The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction the District shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below.

1. The procedure in all cases of non-payment of the service fee shall be as follows:

- a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the District in the event compliance is not effected.
  - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the District to make such deduction pursuant to Section A above.
  - c. The District, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
  - d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
2. Nothing in this Article shall be interpreted or applied to require employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the written consent of the employee, on file with the District, in accordance with applicable statutory provisions. In addition, upon voluntary written authorization by the employee, approved by the District, MEA-PAC and NEA-PAC contributions and/or charitable contributions.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures - Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and

unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- C. Due to certain requirements established in recent Court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- D. The Association will notify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fee, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by this Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the District, to provide the District for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures" together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or to object to the service fee.

- E. Further, the Association agrees to promptly notify the District in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the District shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to the Association.



- F. A bargaining unit member who, because of sincerely held religious beliefs has a conscientious objection to joining or supporting the Association, shall, upon request to the Association, be provided with a reasonable accommodation, provided that the accommodation shall not constitute an undue hardship. Representatives of the Association shall meet with the bargaining unit member to determine the nature and scope of the objection and to identify the accommodation. If the bargaining unit member and the Association are unable to agree to an accommodation, another meeting involving the District, the Association and the bargaining unit member will be convened for purposes of resolving the matter.
- G. The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the District in reliance upon information furnished to the District by the Association in the course of implementing this Article.

Further, the Association agrees to indemnify and save the District, the Board of Education, the individual members of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the District or its agents for purposes of complying with the union security and payroll deduction provisions of this Article. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

<b>ARTICLE 7 WORKING HOURS</b>
------------------------------------

- A. The Board specifically reserves the right to schedule the work day, the work week, and the work year in accordance with program needs. Nothing in this Article or in this Agreement shall be construed as a guarantee of a specific number of working hours.
- B. The normal work day for full-time bargaining unit members shall consist of seven (7) hours.
- C. Bargaining unit members will be provided with a fifteen (15) minute break for each uninterrupted work period of 3.5 or more hours. Breaks shall be scheduled by the bargaining unit member's immediate supervisor.

- D. Full-time bargaining unit members (i.e. those working seven hours per day) shall be allowed an unpaid daily lunch period of thirty (30) minutes to be scheduled by the bargaining unit member's immediate supervisor. The supervisor and the full-time bargaining unit member may agree to combine or otherwise utilize the work breaks specified in Section C above in lieu of the thirty (30) minute unpaid lunch period.
- E. Bargaining unit members will be scheduled to work on days of regularly designated and scheduled pupil attendance. All bargaining unit members shall attend the first and last District in-service days (seven (7) hours each) of each school year. Any additional work days will require 30 days advance notice, if not, attendance by bargaining unit member is optional.
- F. If bargaining unit members are required by the District to attend meetings, they will be compensated at their regular rate of pay for the time spent in attendance.

<b>ARTICLE 8 SENIORITY</b>
--------------------------------

- A. "Seniority" shall be defined as the length of a bargaining unit member's continuous and uninterrupted employment in the bargaining unit from the employee's initial date of hire.  
  
Time spent on layoff or unpaid leave of absence shall accumulate as service time for seniority purposes.
- B. All newly hired bargaining unit members shall be probationary employees for the first ninety (90) work days of employment. Probationary employees who are absent on scheduled work days shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary period until these additional days have been worked.
- C. During the probationary period the employee shall have no seniority status and may be laid off or have his/her employment terminated at the sole discretion of the District.
- D. Upon satisfactory completion of the probationary period the employee's name shall be entered on the seniority list as of the most recent date of hire, inclusive of the probationary period.

- E. The District shall prepare and maintain a seniority roster showing the length of service of each bargaining unit member. The roster shall contain the employee's name and date of hire. A copy of the list shall be furnished to the Association President not later than December 1 annually. If no objections are received within twenty (20) days thereafter as to the accuracy of the seniority list, the District's list shall be regarded as conclusive. In the event more than one bargaining unit member has the same length of service, seniority placement on the list shall be determined by drawing of lots.

**ARTICLE 9  
LAYOFF AND RECALL**

- A. "Layoff" shall be defined as a determination by the District to effectuate a reduction in the work force, which reduction is implemented either by discontinuing the employment of a designated number of positions and/or through a reduction in the hours assigned to positions within the bargaining unit.
- B. Bargaining unit members to be laid off will be provided fifteen (15) calendar days notice of layoff prior to the effective date of the reduction.
- C. In the event of a layoff, the District shall notify the bargaining unit member(s). Employees shall be laid off or reduced in order of least seniority by date of hire.
- D. Seniority shall be applicable as a factor along with certification and ability in layoffs and recalls.
1. "Seniority" shall be as defined in Article 8 of this Agreement.
  2. "Certification" shall be defined as possession of a valid license, approval, and/or certificate issued by the Michigan Department of Education (or other regulatory authority) where these credentials are required by law or state or federal administrative regulation to occupy a particular assignment.
  3. "Ability" shall be defined as capacity to successfully provide service to students (including consideration of evaluations) and meeting job qualifications for a position.

- E. The District shall recall bargaining unit members from layoff according to seniority, provided that the recalled employee is presently certified and able (at the time of recall) to perform the available work. There shall be no obligation under this Agreement to post a vacancy where there are bargaining unit members on layoff who are certified and able to fill the vacancy.
- F. Notices of recall shall be sent to the bargaining unit member's last known address as shown on the District's records. It shall be the bargaining unit member's responsibility to keep the District notified of his/her current mailing address. The recall notice shall state the time and date on which the employee is to report to work. A recalled bargaining unit member shall be given ten (10) calendar days from receipt of a recall notice to report to work.

The District may fill the open position on a temporary basis, not to exceed thirty (30) calendar days, until the recalled bargaining unit member is scheduled to report for work. A bargaining unit member who declines recall to perform work for which he/she is certified and able or who does not report for work within ten (10) days of receiving a recall notice shall forfeit his/her seniority rights under this Agreement and shall be considered a quit.

- G. Bargaining unit members on layoff status shall be subject to recall for a period of time equal to the amount of time they were employed in the bargaining unit up to a maximum of three (3) years, at which time their seniority and all employment rights shall be lost. Recall rights shall not extend beyond three (3) years from date of layoff of any bargaining unit member.

<b>ARTICLE 10 VACANCIES</b>
---------------------------------

- A. A vacancy shall be defined as a newly created position represented by the Association in this bargaining unit or a present position represented by the Association in this bargaining unit which position becomes vacant by reason of the permanent separation (resignation, death, discharge) of the bargaining unit member formerly in that position.
- B. All vacancies shall be posted in each school building for ten (10) calendar days before being filled. If a vacancy should arise during school breaks (i.e. Christmas, Spring and Summer) the posting will be mailed to the bargaining unit president and to each bargaining unit member who has made written request to the Superintendent's office. The District shall not

be required to post more than two (2) vacancies resulting from the successful bidding or transfer of a bargaining unit member to a vacant position during the regular school year.

- C. After the expiration of the posting period the District may fill the position by transfer of an employee or by awarding the position to another applicant, internal or external. In making the decision to award the position to an applicant, the District will consider the seniority, certification, qualifications, skills, abilities and experience of the applicants including length of service in the District and other relevant factors. When the above criteria are equal, the applicant having the greatest amount of seniority will be given preference. The decision of the District in filling the position shall be final.
- D. Bargaining unit members desiring to apply for a vacancy must make written application within the posting period.
- E. Bargaining unit members awarded a vacancy will be granted a twenty (20) work day trial period to determine:
  - 1. Ability to perform the job, and
  - 2. Desire to remain in the new job

At the close of or during the trial period, the District may return the employee to his/her former position if he/she is unable to perform the job, in the District's judgment. That determination shall not be grievable.

A bargaining unit member may voluntarily transfer to his/her former position at any time during the trial period. During the trial period, the District may utilize a substitute in the former position of the bargaining unit member who has been awarded the vacancy.

The trial period (which is governed by the same conditions specified immediately above) shall be sixty (60) work days where a bargaining unit member is awarded a vacancy.

- F. There shall be no requirement to post vacancies, as defined above, where the position may be filled by return of a bargaining unit member (having seniority where the vacancy exists) from leave of absence or by recall from layoff.

**ARTICLE 11  
EVALUATION**

Each bargaining unit member shall be evaluated annually by the administrator or his/her designee in charge of his/her specified area. The evaluation is to be completed prior to May 15.

**ARTICLE 12  
SCHOOL CLOSINGS**

Scheduled days and hours of student instruction which are cancelled because of conditions not within the control of the District (such as inclement weather, fire, epidemics, mechanical breakdowns) or health conditions will be rescheduled as necessary to ensure that the District satisfies all requirements of the State Aid Act and the Revised School Code for receipt of full pupil foundation allowances and other appropriations. Bargaining unit members shall normally not be required to report for work on those days/hours which are cancelled due to the above conditions.

Bargaining unit members will receive their regular hourly rate for days and hours that are cancelled due to the above conditions (based on the number of hours that the bargaining unit member was scheduled to work on the cancelled day) but shall work on the rescheduled days and hours with no additional compensation except that bargaining unit members who, with prior administrative approval, worked on cancelled days and hours shall be paid for work performed on rescheduled days and hours if they are also required to work those days/hours.

**ARTICLE 13  
HOLIDAYS**

A. The following days shall be observed as paid holidays for full-time bargaining unit members:

- (1) Labor Day
- (2) Thanksgiving Day
- (3) Day after Thanksgiving
- (4) Christmas Eve Day
- (5) Christmas Day
- (6) New Year's Day
- (7) Memorial Day

- B. In order for an eligible bargaining unit member to receive pay for a holiday, he/she must have worked both on the last scheduled working day (as designated on the school calendar) immediately preceding the holiday and on the first scheduled working day (as designated on the school calendar) immediately following the holiday. For purposes of this Article, a sick leave day, funeral leave day or a jury duty/court appearance day shall be regarded as a "working day". A personal business leave day or an unpaid day shall not be regarded as a "working day."

Eligible full-time bargaining unit members shall be compensated for a designated holiday based on the number of regular hours worked on the last work day immediately preceding the holiday, excluding any overtime.

<b>ARTICLE 14</b> <b>GRIEVANCE PROCEDURE</b>
---

A. Definitions

- (1) A "grievance" is an alleged violation of the interpretation, application or meaning of express terms of this Agreement.
- (2) A "grievant" is a bargaining unit member or group of bargaining unit members who have a complaint or grievance. The grievant, in presenting or in processing a grievance, may be accompanied by an Association representative, if so desired.
- (3) Grievances which are not appealed within the time limits specified in this Grievance Procedure shall be considered withdrawn by the employee. If the District fails or neglects to answer a grievance within the time limits specified at the various steps of this Grievance Procedure, the grievance may then be processed to the next higher step in the procedure.
- (4) Time limits set forth in this Article may extend by mutual written agreement of the parties.
- (5) All time limits in the Grievance Procedure shall refer to working days. The terms "working days" shall be defined to include days during the summer break period when the District's administrative offices are open for business.

## B. Content of Written Grievances

All grievances presented or appealed under this Agreement:

- (1) Shall be signed by the grievant(s).
- (2) Shall contain the date when, to the best of the grievant's knowledge, the violation first occurred.
- (3) Shall contain a brief synopsis of the facts giving the rise to the grievance and cite the section(s) of the contract alleged to have been violated.
- (4) Shall specify the relief requested.

## C. Grievance Process

Step 1: From the date of the alleged violation of the contract provisions, the grievant must within five (5) working days, discuss the alleged grievance with his/her immediate supervisor, in an attempt to resolve the complaint. The immediate supervisor shall give a verbal reply to the grievant within three (3) working days from the date the grievance was brought to him/her by the grievant.

Step 2: If the supervisor's verbal response is not satisfactory, within three (3) working days of the receipt of the verbal response, the grievant shall reduce the grievance to writing and present the written grievance to the supervisor. The supervisor shall provide his/her written response to the grievant within four (4) working days of the receipt by him/her of the written grievance.

Step 3: The grievant shall within five (5) working days of the supervisor's Step 2 reply, provided such reply is unsatisfactory, appeal the grievance to the Superintendent (or his/her designee).

If the grievance is appealed to the Superintendent, he/she shall within ten (10) working days of receipt of the grievance, hold a meeting with the grievant and designated Association representative(s) to hear the grievance. The Superintendent shall then render his/her written reply to the grievance within five (5) working days of the meeting.



Step 4:

If not satisfied with the Superintendent's reply to the grievance, the Association shall, within ten (10) working days of the receipt of the Superintendent's reply, advise the Superintendent of its intent to appeal the grievance to the Ovid-Elsie Board of Education.

The Board of Education shall place the matter on its agenda for the next regularly scheduled Board meeting - provided the grievance is received no later than ten (10) working days prior to the scheduled meeting date - and shall notify the grievant and the Association of the scheduled date.

The Board will respond in writing within ten (10) working days following the Board meeting where the grievance is heard and considered.

Step 5: Arbitration

Only the Association shall have the right to process or appeal a grievance to Arbitration.

- (a) If the Association is not satisfied with the disposition of the grievance at Step 4, it may within fifteen (15) working days after receipt of the decision of the Board refer the matter to arbitration by filing a written demand upon the Board within the above interval.
- (b) Following written notice of the Association's request for submission to binding arbitration, the Association and a representative of the Board shall attempt to select an arbitrator.

If mutual agreement on the selection of an arbitrator cannot be reached within five (5) working days after the date of the request for submission to arbitration, the Association shall file a demand for arbitration with the American Arbitration Association. This filing must be made with the American Arbitration Association within ten (10) working days of the Association's original demand for arbitration, referenced above in Step 5(a).

- (c) Neither party may raise a new defense or ground during the arbitration proceeding which has not been previously disclosed to the other party. Any evidence not disclosed at the Board level (Step 4) must be revealed, in writing, to the opposite party not later than five (5) working days prior to the arbitration proceeding.

D. 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 rule upon the termination of services of or failure to re-employ any probationary bargaining unit member.
- (3) He/she shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule, or any action taken by the District provided that the same are not in conflict with the express provisions of this Agreement.
- (4) He/she shall have no power to decide claims for which there is another remedial procedure or forum established by law or by regulation having the force of law.
- (5) He/she shall have no power to rule upon the content of an employee evaluation.
- (6) 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.
- (7) In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- (8) The decision of the Arbitrator shall be final and conclusive and binding upon bargaining unit members, the District and the Association; subject to the right of the District or the Association to judicial review, any lawful decision of the Arbitrator shall be forthwith placed into effect.
- (9) Where no compensation and/or fringe benefit loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustments and the

Arbitrator shall have no power to order one.

In no event shall the District be required to pay back wages more than thirty (30) days prior to the date a written grievance is filed.

- (a) All claims for back wages shall be limited to the amount of wages that the grievant would otherwise have earned or could have reasonably earned less any compensation that he/she may have received from any source during the period of back pay.
  - (b) No decision in any one case shall require a retroactive wage adjustment in any other case.
- (10) No more than one grievance may be considered by the Arbitrator at the same time except upon express written mutual consent of the District and the Association.
- E. The cost of arbitration shall be borne equally by the District and the Association except each party shall assume its own cost for representation including any expense of witnesses.
- F. Miscellaneous:
- (1) A grievance may be withdrawn at any step without prejudice.
  - (2) The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities, subject to final determination of the grievance.
  - (3) All preparation, filing, presentation or consideration of grievances up to the level of arbitration shall be held at times other than when a bargaining unit member(s) or a participating Association representative(s) are to be at their assigned duty stations.
  - (4) Any grievance filed during the life of this Agreement (as defined Article 20, Term of Agreement) shall be processed through the steps of this procedure regardless of whether such time required for processing the grievance may extend beyond the expiration date of this document.
  - (5) It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement( s) or upon any alleged grievance occurring prior to the effective date of this Agreement.

- (6) In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
- (7) Nothing contained in this Agreement shall be construed as limiting the right of any bargaining unit member having a grievance to discuss it and to resolve it with the District, provided that the Association is given an opportunity to be present at the hearings or meetings of such grievance and that the final decision by the District is not inconsistent with the terms of this Agreement.

<b>ARTICLE 15</b> <b>LEAVES</b>
------------------------------------

A. Leave Days

- (1) All full time bargaining unit members having three (3) or more years of seniority covered by this Agreement shall be credited with twelve (12) days at the beginning of each school year. These days may be used for either illness or personal business. Employee will make every effort to notify the principal if leave is pre-planned.
- (2) Bargaining unit members with less than three (3) years of seniority shall be credited with two (2) days in August and one (1) day for each subsequent month worked (September-June). In extenuating circumstances, the Superintendent may approve advance days to a unit member with less than three (3) years of seniority.
- (3) Regular part-time bargaining unit members will be entitled to a pro-rated amount of days in accordance with the ratio between the regularly scheduled number of hours they work per week and thirty-five (35) hours, rounded off to the nearest whole number of days annually.
- (4) After an employee has been gone for three (3) consecutive days, the principal may, with reasonable cause, request from the employee a note from his/her doctor to verify an illness. Employee will make every effort to notify their principal if leave is pre-planned. Leave days may not be used for personal reasons on a day prior to or following a holiday or vacation period.

- (5) Usage of these leave days for the care of the immediate family shall be limited to forty-five (45) days per year (July – June 30) unless otherwise approved by the District.
- (6) The District may require any bargaining unit member to submit to a physical or mental examination by an appropriate practitioner selected by the District for purposes of: verifying a bargaining unit member's eligibility for leave under any provision of this Agreement; to evaluate fitness for duty where the District has reasonably founded concerns related to job performance or safety; or to assess a bargaining unit member's fitness for return to duty. The District shall pay the cost of any physical or mental examination required under this section.
- (7) If it is necessary for a bargaining unit member to be absent from duty due to illness or injury compensable under the Michigan Workers' Disability Compensation Act, he/she shall receive the difference between his/her daily compensation and the amount received as workers' compensation benefits, deductible from the bargaining unit member's accumulated sick leave. (For example: if workers' compensation pays 60 percent of the net pay amount, sick leave will pay only 40 percent and the bargaining unit member's sick leave accumulation shall be charged .4 of a day for each day so used.)
- (8) Bargaining unit members may donate up to five (5) leave days each school year to a sick bank. The sick bank may be used by a bargaining unit member who has an illness or injury which causes them to be absent from work for five (5) or more consecutive days. Bargaining unit members are eligible to use the sick bank only if their own accumulated leave days have been depleted. Those donating days to the bank must do so in writing. In order to be eligible to receive sick bank benefits, an employee must be employed for at least three (3) years in the District. Leave bank donations shall only occur with the bargaining unit.

B. Funeral Leave:

- (1) A funeral leave shall be granted with pay for a period of not to exceed four (4) days to attend each funeral of an employee's "family" or "step-family".
- (2) Up to one (1) day, deductible from the bargaining unit member's leave days will be allowed for the death of relatives not within the "family"

or "step-family". In extenuating circumstances, the Superintendent may approve use of additional leave days for funerals outside the "family" or "step-family".

C. Jury Duty or Court Appearance Leave:

- (1) A bargaining unit member who is summoned and reports for jury duty shall be paid by the District an amount equal to the difference between the amount of wages the bargaining unit member otherwise would have normally earned by working for the District on that day (based on the bargaining unit member's regularly scheduled hours) and the daily jury fee [or witness fee, if Section D(2) below applies] paid by the Court (not including travel allowances or reimbursements of expense), for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.
- (2) This payment provision shall also apply when a bargaining unit member is subpoenaed as a witness in a judicial or administrative hearing, up to a maximum of one (1) day per year.
- (3) In order to receive payment, a bargaining unit member must give the District prior notice that he/she has been summoned for jury duty or subpoenaed as a witness, and must furnish satisfactory evidence that he/she reported for or performed such acts on the day(s) for which he/she claims payment.

<b>ARTICLE 16 UNPAID LEAVES OF ABSENCE</b>
--

A. Illness and Disability Leave

- (1) Leaves of absence for periods not to exceed twelve (12) months shall be granted without pay for personal illness or disability of a bargaining unit member which prevents him/her from performing the essential job functions of his/her assignment.
- (2) A bargaining unit member shall be entitled to disability leave upon written statement from a physician. During the time of the disability, the bargaining unit member may utilize (or the District may require utilization of) sick leave benefits under Article 15 of this Agreement to the extent that sick leave has been accrued.

- (3) Bargaining unit members accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the bargaining unit member must begin medical treatment sooner, notice shall be given by him/her as promptly as is practicable under the circumstances.
- (4) Bargaining unit members on unpaid illness/disability leaves of absence, as defined in this Article, shall retain accumulated seniority (but shall not accrue seniority while on any unpaid leave) while on such leave of absence, up to a maximum of twelve (12) months. Employees shall not accrue sick leave, or have entitlement to any paid leave while on unpaid leave of absence status, except as is provided in Section A(2) above pertaining to previously accrued sick leave.
- (5) Upon return from leave the bargaining unit member shall be assigned to either the same position from which leave was taken or to a position for which the bargaining unit member is certified and able to perform (as those terms are defined in Article 7) and for which he/she possesses seniority. Compliance with the above standards shall be considered as restoration to an equivalent position. Restoration may be denied in the event of reduction in staff.
- (6) The District will continue payment of insurance premiums as specified in Article 18 on behalf of an eligible bargaining unit member (and eligible dependents) who has been granted an unpaid leave of absence for illness/disability reasons or where otherwise required by the Family and Medical Leave Act, but in no event shall the District's obligation exceed twelve (12) weeks from the beginning date of the bargaining unit member's absence.

If the bargaining unit member fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the bargaining unit member or other circumstances beyond his/her control) the District shall have the right to recover all premium payments made during the unpaid leave interval, except those allocable to the use of paid sick leave accrued under this Agreement. These amounts may permissibly be deducted from any wage or other payments due the bargaining unit member with any deficiency to be remitted by the bargaining unit member to the District within five (5) days of demand.

B. To the extent required by the federal Family and Medical Leave Act, an eligible bargaining unit member shall be granted leave and the other rights specified by that law. When leave is taken by an eligible bargaining unit member under the Family and Medical Leave Act, the District shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including District and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

<b>ARTICLE 17 COMPENSATION</b>
------------------------------------

A. Hourly Rates

Anyone employed after July 1, 2006 who works less than full time (full time being seven hours per day) shall not receive medical insurance; however, employee will receive an additional 50 cents per hour. This does not affect employees who were hired prior to July 1, 2006 whose hours will not be reduced.

Years	2010-11	2011-12	2012-13
	(+.5%)	(+.5%)	(+.5%)
	Hourly Rate	Hourly Rate	Hourly Rate
1	\$9.79	\$9.84	\$9.89
2	11.05	11.11	11.17
3	11.24	11.30	11.36
4	11.24	11.30	11.36
5	11.38	11.44	11.50
6	11.38	11.44	11.50
7	11.38	11.44	11.50
8	11.49	11.55	11.61
9	11.49	11.55	11.61
10	11.49	11.55	11.61
11	11.61	11.66	11.72
12	11.61	11.66	11.72
13	11.61	11.66	11.72
14	11.72	11.78	11.84



15	11.72	11.78	11.84
16	11.72	11.78	11.84
17	11.84	11.90	11.96
18	11.84	11.90	11.96
19	11.84	11.90	11.96
20+	11.96	12.02	12.08

(1) Wages to be calculated on an hourly basis for the school year based on the previous information and paid bi-weekly in twenty-two (22) or twenty-six (26) equal payrolls. Change in election of payroll schedule must be filed, by June 30 each year. Employment commencing mid-year cannot have that fiscal year's payroll pro-rated.

(2) Bargaining unit members will be eligible for an additional two percent (2%) of their hourly pay rate for each ten (10) term credits of post-secondary training, up to a maximum of thirty (30) term credits, in an area directly related to their job. Such credits must be from an accredited institution of higher learning such as Lansing Community College, Michigan State University, etc. A transcript from the college or university will be necessary and such pay increases will be implemented at the semester only.

B. An employee who has an added long-term assignment in addition to their regular assignment will receive extra compensation if approved by both the employee and the superintendent.

C. Retirement/Severance Pay

Full-time bargaining unit members who have served in the District will receive retirement or severance pay in accordance with the schedule below. In the event of the bargaining unit member's death while still employed by the District this benefit shall be paid to the employee's beneficiary, as designated, in writing, by the bargaining unit member. In the event the bargaining unit member does not file a written beneficiary designation with the District, any retirement/severance pay for which he/she is eligible shall be paid in accordance with MCLA 408.480 or its successor provision.

10-15 years.....	\$1,900
16-20 years.....	\$2,000
21-25 years.....	\$2,800
25 + years.....	\$2,900

A "year" for purposes of retirement/severance pay shall consist of 1,200 hours worked, inclusive of paid leave time taken under this Agreement, all leave time taken by an eligible bargaining unit member under the Family and Medical Leave Act, but excluding all other periods of unpaid leave or layoff.

D. Pay for unused leave days

10-15 years of service, an employee will receive \$10/day, 16-20 years of service an employee will receive \$12/day, 21-25 years of service an employee will receive \$14/day, and 26+ years of service an employee will receive \$16/day.

Leave days will accumulate from time of hire through end of employment.

<b>ARTICLE 18 INSURANCE</b>
---------------------------------

The District, for a 12 month period (September 1 - August 31) during each year of this Agreement, shall make premium contributions, specified below, on behalf of full-time bargaining unit members (and eligible dependents) for one of the following option packages. The bargaining unit member shall elect one of the following option packages during September and the decision shall be irrevocable for the following twelve month period, unless compelling family circumstances necessitate change. The election shall be made in conjunction with an IRC Section 125 Plan developed and administered by the District.

A. The District, during the term of this Agreement, shall pay the full required premium contribution for full-time bargaining unit members (and their eligible dependents).

B. Major Medical Insurance under Blue Cross PPO Plan or equivalent to Ovid-Elsie Administrators for School Years 2011-2012/2012-2013.

1. This package shall include the following:

(a) PPO Flex Blue BC/BS - \$1250/\$2500 deductible

(b) Dental and vision identical to administrators.

(c) Health savings account - \$1250/\$2500. This amount is provided to an employee Health Savings Account (HSA) by the Board of Education.

- (d) Term Life Insurance with AD & D in the amount of \$20,000. (Includes people who opt for cash stipend in lieu of insurance.)
  - (e) LTD with Ovid-Elsie Area Schools responsible for two (2) years if employee goes on LTD. (Includes people who opt for cash stipend in lieu of insurance.)
  - (f) District will provide up to \$1,541 per year for employee hearing aid once every three (3) years. (Includes people who opt for cash stipend in lieu of insurance.)
  - (g) A cash stipend in the amount of \$90.00 per month in lieu of insurance. If an additional one to a total of three, then employees receive \$155.00 per month. If an additional one to a total of four, then employees receive \$220.00 per month. If five or more people, then employees receive \$290.00 per month.
- C. Any new full-time employee who is hired after July 1, 2006, will receive single major insurance coverage if not covered under spouse. If employee needs coverage for spouse and children, the employee will share in the cost of the premium for the additional family members with the school district on a 50% basis.
- D. Bargaining unit members (and/or their eligible dependents) who are enrolled in any health or medical insurance coverage from any outside source or otherwise through the District shall not be concurrently eligible for premium contributions by the Board, as set forth in Section B of this Article, but shall instead elect the optional benefits specified in Section B (including d, e, f and g) of this Article. This limitation will not apply if and when:
1. This other health or medical plan requires, without exception, that the bargaining unit member (and his/her eligible dependents) enroll in that plan; or
  2. The bargaining unit member (or his/her eligible dependents) have a serious or unique medical condition where failure to enroll in both health plans (i.e. Option Package 1 and the outside health plan) would impose a financial hardship on the bargaining unit member.

3. The District has the right to verify the above circumstances if a bargaining unit member claims that they apply to her or her eligible dependents.
  
- E. The District agrees to make the premium contributions specified in this Article for the duration of this Agreement. Disputes over policy coverages between the insurance carrier, underwriter, policyholder, or third party administrator and bargaining unit members or their dependents or beneficiaries shall not be subject to the Grievance Procedure but shall be a matter solely between the bargaining unit member [or his/her dependent(s) or beneficiary(s) and those entities.

<b>ARTICLE 19</b> <b>EXTENT, EFFECT AND SCOPE OF AGREEMENT</b>
---

- A. There are no understandings or agreements or past practices which are binding on either the District or the Association other than the written agreements contained in this Agreement. No further agreements shall be binding on either the District or the Association until the same have been put in writing and signed by both the District and the Association as either an amendment to this Agreement or as a Letter of Agreement approved and executed by both parties.
  
- B. It is the intent of the parties that provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted hereunder.
  
- C. 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 the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached.
  
- D. All provisions of this Agreement are subject and subordinate to the obligations of either party under applicable laws or regulations unless

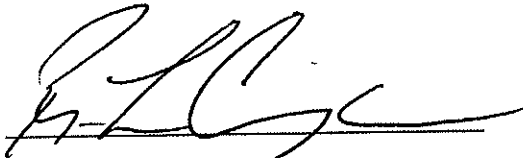
such laws or regulations do not restrict the parties from agreeing to a contractual provision, which has become part of this Agreement, and which provides enhanced or diminished rights in comparison to the law or regulation. If any provision or application of this Agreement shall be prohibited by or be deemed invalid under such applicable laws or regulations, or shall become unlawful due to legislative enactment, such provision(s) or application(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties agree to meet within twenty (20) days of such action in order to renegotiate such invalidated provision, to the extent permitted by law.

**ARTICLE 20**  
**TERM OF AGREEMENT**

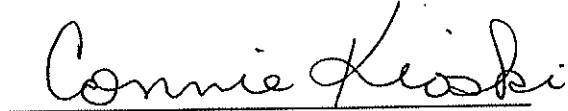
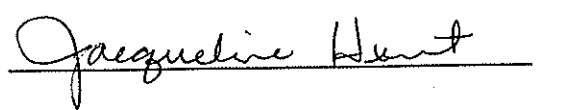
This Agreement shall become effective upon ratification by the District and the Association and shall continue in full force and effect until June 30, 2013, when it shall terminate. The 2010-11 wage provisions of this Agreement set forth in Article 17, Paragraph A shall be retroactive to the first work day of the 2010-11 school year. This Agreement shall not be extended or otherwise perpetuated except by written and signed agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 16 day of March, 2011.

OVID-ELSIE AREA SCHOOLS

  
\_\_\_\_\_

MICHIGAN EDUCATION  
ASSOCIATION/OVID-ELSIE  
PARAPROFESSIONAL  
ASSOCIATION, MEA/NEA

  
\_\_\_\_\_  
  
\_\_\_\_\_