

**2010 – 2011
MASTER AGREEMENT**

BETWEEN THE

ONTONAGON EDUCATION SUPPORT
PERSONNEL ASSOCIATION

AND

ONTONAGON AREA SCHOOL
DISTRICT BOARD OF
EDUCATION

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ARTICLE 1
Agreement

- 1.1 This agreement entered in this 1st day of July, 2010, by and between the Ontonagon Education Support Personnel Association, an affiliate of the Western Upper Peninsula Education Association / Michigan Education Association – National Education Association as hereinafter called the “Union” and the Ontonagon Area School District Board of Education as hereinafter called the “Employer.”

In consideration of the following mutual covenants, it is hereby agreed as follows:

- 1.2 This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

ARTICLE 2
Recognition

- 2.1 The employer hereby recognizes the Ontonagon Education Support Personnel Association, an affiliate of the WUPEA/MEA-NEA, hereinafter the Union, as the sole and exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act 379, as amended, for all non-teaching employees, excluding supervisors as defined in the Act, one (1) confidential secretary and one (1) payroll clerk as defined by the Superintendent.

- 2.2 Unless otherwise indicated, use of the term “Employee” when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.
 - A. A probationary employee is a bargaining unit member who is employed to fill a position for a trial period of sixty (60) days actually worked.

 - B. A substitute is a person who is employed to fill a position while the regular employee is absent or on approved leave.

- 2.3 The Board agrees not to negotiate with any individual employee or organization other than the Union for the duration of this agreement, except with the agreement of the Union.

ARTICLE 3
Agency Shop – Mandatory Deductions

- 3.1 Each employee shall, as a condition of employment, within thirty (30) days of starting work or within thirty (30) days of the effective date of this agreement, whichever is later, join the Union or pay a service fee to the Union. The service fee shall be equal to the sum of the OESP, MEA, and NEA dues per member, but shall be subject to applicable laws.
- 3.2 When the employees have signed, the Union shall deliver the authorization forms for the payroll deduction of dues. Such authorization shall continue in effect from year to year unless revoked in writing. The Union shall be responsible for notifying the district of the dues to be deducted each year.
- 3.3 In the event an employee does not authorize payroll deduction for dues and fails to pay the service fee directly to the Union, the Employer shall, upon written request from the Union, deduct the service fee from said employee's wages.
- 3.4 Dues shall be deducted in equal installments from the second paycheck in September through the last paycheck in May. Within ten (10) days of deducting said dues, they will be forwarded to the local Union treasurer.
- 3.5 In the event of legal action against the Board brought in a court or administrative agency because of its compliance with this article, the Union agrees to defend such action, at its own expense and counsel, provided:
 - A. The Board gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires and
 - B. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Union agrees that in any action so defended, it will hold the Board, the Administration, and individual Board members harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this article, but, this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE 4
Management Rights

- 4.1 The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
- A. To the executive management and administrative control of the School system, it's properties and facilities, and the activities of its employees.
 - B. To hire all employees, subject to the provisions of law and determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- 4.2 The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.
- 4.3 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to the Employer.

ARTICLE 5
Union Rights

- 5.1 The Union and its representatives, upon request, shall have the right to use school buildings at reasonable hours to conduct business meetings. The Union shall notify the building principal when a meeting will be held.
- 5.2 The MEA Uniserv Director shall be permitted to transact official Union business on Employer property at reasonable times, provided that this shall not interfere with or interrupt normal operations. He/she shall notify the office of his/her presence in the building.
- 5.3 The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin boards, at least one of which shall be provided in each building.
- 5.4 The employer shall, upon notification, grant the Union up to a maximum of ten (10) days per year as time off for Union members to conduct Union business or participate in Union activities such as conventions and/or conferences. An employee with administrative approval may exchange shifts with another employee if such exchange can be arranged in order not to lose time or pay. If not, such time off shall be without pay. No more than three (3) employees shall be absent for union business on any given day. Additional days without pay as provided for above may be granted and/or additional employees may be excused with approval of the Superintendent.
- 5.5 Upon request, the Superintendent agrees to meet with the Union President or his/her designee to discuss matters of general concern or grievances. Whenever possible, such meeting shall take place before or after the regular work day or during the President's lunch period or break time.
- 5.6 There shall be a job description for each bargaining unit position. A copy of the job description shall be provided to new hires. Any modification to existing positions shall be discussed by the parties.
- 5.7 The Union and representatives of the Employer shall meet to discuss proposed changes in job descriptions.
- 5.8 Employees may be evaluated at least once every three (3) years by the Administration. Additional evaluations may be done at the discretion of the administration.

Evaluations shall be based on the direct observation and/or knowledge of the evaluator.

Upon completion of the evaluation, the administration shall meet and discuss the evaluation with the employee. The employee shall be required to sign the evaluation. However, said signature shall not be interpreted to mean agreement with the content of the evaluation. The employee shall have the right to attach a response to the evaluation.

- 5.9 Bargaining unit members who are required to meet with the Administration on Association business shall not be required to punch out to attend said meetings. Members of the Association Negotiations Committee shall not be required to punch out in order to participate in negotiations should a negotiations session be scheduled during their work time.

ARTICLE 6
Bargaining Unit Member Rights and Protection

- 6.1 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee under contract with the Board shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not discharge or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States.
- 6.2 Nothing contained herein shall be construed to deny or restrict to any employee nor to the Board rights under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to employees and to the Board shall be deemed to be in addition thereto, and anything in this agreement in conflict therewith shall be void.
- 6.3 Drivers whose driving record makes it illegal for them to drive a school bus or if the district's insurance carrier will not insure the driver, said driver shall be placed on an unpaid leave of absence for that portion of work related to his/her driving duties. Such leave shall be for a maximum of two (2) years. At that time he/she forfeits any rights to return to a driving position or any other position related to the operation of school buses.
- 6.4 Employee discipline shall be reasonable based on the seriousness of the situation. Disciplinary action may include warnings, reprimands, suspensions, loss of pay, demotion and discharge.
- 6.5 Any employee convicted of a felony may be discharged if said felony affects the employee's ability to perform his/her duties.
- 6.6 The off duty conduct of an employee shall not be the basis for disciplinary action unless such conduct is related to the employee's responsibilities or affects his/her ability to perform required duties.

In imposing any discipline on a current charge, the Employer will not take into account any prior disciplinary action which occurred more than three (3) years previously unless the current conduct is of the same or similar nature.

- 6.7 An employee subject to suspension, loss of pay, demotion, or discharge shall be entitled to have present a representative of the Union during any meeting with the Employer. Any time the possibility of such disciplinary action is made by the Employer, the employee may suspend the meeting until he/she is reasonably able to have a Union representative present.

- 6.8 Each employee shall have the right upon request to review the contents of his/her own personnel file, except confidential material as determined by law. A representative of the Union may be requested to accompany the employee in such review. In the event that the employee feels that material placed, or to be placed in his/her file, is inappropriate or in error, he/she may receive adjustment through the grievance procedure whereupon, pending outcome of the grievance, the material shall be corrected or expunged from the file.

An employee's signature upon material in the file will be interpreted to mean that the employee knows of its presence, but is not necessarily in agreement with the material. The employee may or may not, upon exercise of personal option, attach a statement of agreement or disagreement of any evaluation placed in his/her file.

- 6.9 Employees shall be provided a copy of any non-confidential material (as determined by the courts and/or laws) placed in or to be placed in his/her file.

Each file shall contain a cover sheet to be signed and dated by any person reviewing the file.

Material placed in the personnel file, including evaluations, shall not be released to the general public or any other non-authorized person, as determined by the superintendent, without written permission from the employee.

Materials requested subject to Michigan's Freedom of Information Act will be released according to law. The District shall notify the employee who is subject to the request and provide the employee with a copy of the request.

ARTICLE 7
Grievance Procedure

- 7.1 A grievance shall be defined as a claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order, policy, or regulation of the Board.
- 7.2 STEP 1: In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with his/her immediate supervisor either personally or accompanied by his/her Union representative at a time mutually agreed upon.
- 7.3 STEP 2: If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the employee may invoke the formal grievance procedure through the Union on a form provided by the Union steward in each building.
- A. The grievance must be filed within ten (10) workdays of the violation, misinterpretation or misapplication.
 - B. A copy of the grievance form shall be delivered to the immediate supervisor. If the grievance involves more than one school building, it may be filed with the superintendent.
 - C. Within five (5) workdays of receipt of the grievance, the immediate supervisor shall meet with the Union in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) workdays of such meeting and shall furnish a copy thereof to the Union.
- 7.4 STEP 3: If the matter is not resolved at the employee-immediate supervisor level the Union shall, within five (5) workdays from the decision of the immediate supervisor, forward the grievance to the superintendent. Within five (5) workdays of receipt of the grievance, the superintendent shall meet with the Union in an effort to resolve the grievance. The superintendent shall indicate his/her disposition of the grievance in writing within five (5) workdays of such meeting and shall furnish a copy thereof to the Union.
- 7.5 STEP 4: If the matter is not resolved at the superintendent's level, the Union shall, within five (5) workdays from the decision by the superintendent, forward the grievance to the Board committee. Within ten (10) workdays of receipt of the grievance, the Board committee shall meet with the Union in an effort to resolve the grievance. The Board committee shall indicate their disposition of the grievance in writing within five (5) workdays of such meeting and shall furnish a copy thereof to the Union.
- 7.6 STEP 5: If a matter is not resolved at the Board committee level, the Union shall, within five (5) workdays from the decision by the Board Committee, notify the superintendent in writing of the Union's intent to pursue the grievance to mediation through MERC.
- 7.7 STEP 6: If a matter is not resolved at the mediation level, the Union shall, within ten (10) workdays from the mediation session, notify the superintendent in writing of the Union's intent to pursue the grievance to arbitration.

- 7.8 Upon notification to the employer of intent to pursue the grievance to arbitration the parties shall attempt to agree upon an arbitrator. If no agreement is reached within twenty (20) workdays the arbitrator shall be selected in accordance with the rules and procedure of the American Arbitration Association.
- 7.9 There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.
- 7.10 A grievance, if withdrawn, shall be withdrawn with prejudice except where one or more grievances involve a similar issue. In that case those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.
- 7.11 Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.
- 7.12 Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
- 7.13 Should unforeseen circumstances arise, either party at any step of the grievance procedure may request in writing, an extension of time limits. Such extensions shall be in writing.
- 7.14 It is expressly understood by the parties that the discipline of a probationary employee shall not be grievable beyond the Board committee level.

ARTICLE 8
Work Hours

- 8.1 For payroll purposes, the work week shall be Sunday through Saturday.
- 8.2 An employee's regularly scheduled work hours and work schedule shall be as specified on the employee's job description(s). Upon ratification, each employee shall receive a copy of his/her job description and anticipated work hours. All new employees shall be given a copy of his/her job description and anticipated work hours at the time they are hired.
- 8.3 A. The administration shall provide the Union with an annual list of employees and their regularly scheduled hours on or before August 15th for the upcoming school year. The list is subject to change. The list will include name, position, regularly scheduled hours, total daily hours, number of days, and total annual hours for each employee.
- B. The maximum, full working day for full-time employees shall consist of eight (8) hours per day (except that the maximum, full working day for the office clerical employees shall consist of seven (7) hours per day on non-session days), with a twenty (20) minute lunch period on the premises included. It is understood that such eight (8) or seven (7) hour work period need not be in consecutive hours for the bus driver classification.
- 8.4 A. Full-time employees may take a "break" in the a.m. and also a "break" in the p.m. or the first half and second half of their regular shift, whichever may apply. However, each break shall not exceed ten (10) minutes duration and such breaks shall be expressly understood to be taken on the premises of the Employer. Breaks shall not be combined with lunch period unless agreed upon by the supervisor and employee.
- B. Part-time employees with continuous shifts scheduled between 8:00 a.m. and 3:25 p.m. or between 2:00 p.m. and 11:00 p.m. shall be entitled to a work break as follows:
1. Four (4) hours to four (4) hours and fifty-nine (59) minutes – one (1) ten (10) minute break.
 2. Five (5) hours to six (6) hours and fifty-nine (59) minutes – two (2), ten (10) minute breaks or a twenty (20) minute lunch.
- 8.5 If an employee is called in for an emergency, he/she shall be paid a minimum of two (2) hours pay and need not work more than the time actually required to deal with the emergency; for emergency call-in only, mileage will be paid, both ways, for all miles in excess of three (3) miles one way, at the internal revenue service rate.
- 8.6 In the event of a shift reorganization, shift preference shall be granted on the basis of seniority within classification and qualifications.
- 8.7 Overtime shall be paid in accordance with the Fair Labor Standards Act. Overtime shall be granted to the employees in the building where the overtime occurs first.

- 8.8 1. ADVANCED NOTICE (Received by Central Office a minimum of 3 workdays prior to the start of the absence)
- a. Part-time employees wanting to be considered for short term (less than six consecutive days) substitute work should notify the business office by August 15 of each year. Their names will be placed on a call list. Such employees shall be utilized to the extent their total work time does not exceed forty hours per week and qualified substitutes are available.
 - b. Assignments to positions shall be made on the basis of seniority and qualifications.
 - c. Special education aides may not leave their regular job to substitute for an absent employee unless the change is required or approved by the administration.
 - d. The administration may adjust work hours in one or both jobs to make an acceptable accommodation. Exceptions need not be made for conflicts with outside work schedules.
 - e. Employees working in a higher classification will be paid the wage rate of the higher classification, if they work at least one half of a complete shift.
 - f. A special education paraprofessional will work his/her regular hours on days his/her special child is absent. The administration can assign the paraprofessional to other duties for such a shift.
2. SHORT NOTICE (Less than 72 hours notice)
The administration may use their discretion in filling substitute slots.

- 8.9 Early Release Days: Employees who will lose regularly scheduled hours or minutes as a result of scheduled early release of students shall be given the option of making up the lost time by working on a cleaning crew after school is dismissed on such days.

Employees desiring to work must sign up in the office of the building where they spend the majority of their workday. Sign-up must minimally occur one (1) day prior to the early release. Bus drivers will sign up in the elementary office.

Employees shall report to their respective building office to receive their work assignment. Bus Drivers will report following their scheduled run. All other employees will report by 12:15 p.m.. Time cards must be punched in and out to indicate time worked.

In-service or driving assignments offered to affected employees on scheduled early release days shall be considered to take the place of the work opportunity, provided the employee is offered equal or more time as his/her regularly scheduled hours.

Employees electing not to work shall be considered to be taking time off without pay.

- 8.10 For drivers without another regular assignment, morning, afternoon and kindergarten bus runs originating in Ontonagon shall be considered to be two (2) hours. Runs originating in Mass shall be 2.5 hours. Runs originating in Ontonagon and serving the Rousseau area shall be 2.5 hours. The District may assign drivers additional work during this time.

In the event of extenuating circumstances (e.g. mechanical problems, accident, getting stuck) additional time shall be paid. Inclement weather alone shall not be considered an extenuating circumstance. Extra runs shall be paid at the driver's hourly rate.

A. Athletic Trips

1. Prior to each sports season (fall, winter, spring), the three (3) most senior drivers (as of July 1, 2001) will select athletic trips on a rotating basis with the most senior driver having first pick, followed by the second most senior, and then the third most senior.
2. It is understood that as the three (3) most senior drivers (as of July 1, 2001) leave the employment of the District, the trips placed in rotation will be rotated among all other District drivers in the described A1 rotation. After all three (3) senior current drivers have left the employment of the District, athletic trips shall be rotated among all the District drivers.

B. All Other Trips

1. As the need for transportation is requested, the transportation supervisor shall assign these trips on a rotating basis to the remaining drivers (excluding the three (3) most senior drivers as of July 1, 2001) based on seniority. A driver passing on a trip shall be moved to the bottom of the rotation.

C. All Trips

1. In the event a conflict arises with a driver's personal schedule, drivers may exchange trips with other drivers in their group. The assigned driver will inform the transportation supervisor immediately of the exchange, which must be approved by the transportation supervisor.
2. The assigned driver will inform the transportation supervisor immediately if none of the drivers in the group can make the trip. In this situation, the administration may assign any driver to the trip.

ARTICLE 9
Vacancies, Transfers, and Promotions

9.1 A vacancy shall be defined as a newly created position or a present position that is vacated due to resignation, retirement, death or dismissal. Positions not filled due to long term health and/or injury problems shall be considered vacant after one (1) calendar year.

9.2 All vacancies shall be posted, with one (1) job description per posting, in a conspicuous place in each building of the district for a period on ten (10) workdays. Said posting shall contain the following information:

- | | |
|-----------------------|-------------------------|
| A) Type of work | F) Classification |
| B) Location of work | G) Minimum requirements |
| C) Starting date | H) Benefits |
| D) Rate of pay | I) Immediate Supervisor |
| E) Hours to be worked | |

9.3 Interested employees may apply in writing to the Superintendent, or designee, within the ten (10) day posting period. The Employer shall notify the Union President of vacancies occurring during the summer months.

9.4 A. Vacancies will be filled on the basis of qualifications, skills, ability, and seniority. Unless the employer can establish that one of the applicants has greater qualifications, skills, or ability, the employee/applicant with the greatest seniority will be awarded the position.

Employees shall be given a thirty workday trial in which to show his/her ability to perform the new job, or determine his/her desire to remain on the job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment and where applicable provided reasons for such decision.

B. For purposes of this agreement, qualified shall be defined as meeting the minimum requirements on the job description for a particular position.

9.5 Employees shall not lose wage experience credit due to transfers.

9.6 Involuntary transfer of employees shall be on the basis of seniority and qualifications.

9.7 Temporary assignments for the purpose of filling openings without posting, due to employees on vacation, absent because of illness, etc., will be based on seniority, qualifications, and staff who have made proper written request to be considered for subbing opportunities in the available position.

9.8 Costs specifically related to physical examinations required for initial employment purposes and that are mandated by law or Board policy shall be paid by the Board. The Board shall reserve the right to select a physician for such exams in order to provide consistent and adequate medical information that may be required, and to control costs.

ARTICLE 10
Seniority, Layoff, Recall

- 10.1 Employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work following Board action. In the event that more than one (1) employee has the same first day of work, position on the seniority list shall be determined by lot.
- 10.2 The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority. The Employer will keep the seniority list up to date at all times and will provide the local union membership with up-to-date copies on January 1 and July 1 of each year during the period of this Agreement.
- 10.3 An employee shall lose his/her seniority for the following reasons only:
- A. He/she quits.
 - B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
 - C. He/she does not return to work when recalled from layoff as set forth in the recall procedure.
 - D. Retires from School District.
 - E. Voluntary transfer to a non-bargaining unit position.
- 10.4 Layoff shall be defined as a reduction in the work force due to a decrease of work or financial distress of the Employer.
- 10.5 No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least fourteen (14) calendar days prior to the effective date of the layoff. In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees, then the least senior employees. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly-created position. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior employee.
- 10.6 A. In the event of a reduction in work hours, a qualified employee with greater seniority may displace employees with less seniority in order to maintain work hours. In no case shall a reduction of any employee's work hours take effect until ten (10) workdays after written notice to the affected employee(s) is given by the Employer.
- B. Where a group meeting is held to facilitate the bumping process, affected employees shall be provided with written notice at least five (5) workdays prior to the meeting.
- B. For purposes of this article, it is understood that qualified, displaced employees with fewer hours can bump employees with greater hours.

- 10.7 Laid off employees shall be recalled in order of seniority, with the most senior employee being recalled first, to any position for which he/she is qualified. An employee who has served more than thirty (30) consecutive working days in a position shall be deemed qualified for that position. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given five (5) workdays from receipt of notice to accept or reject work. Employees recalled to an equal or greater number of work hours for which they are qualified are obligated to take said work. An employee who declines such recall shall forfeit his/her seniority rights and shall be considered to have quit.

ARTICLE 11

Paid Leave

- 11.1 Employees shall be eligible to earn one-half (1/2) sick leave day per pay period. Each day shall be based on regularly assigned job hours, excluding overtime.

The Employer may require, after five (5) continuous days of requested sick leave, a doctor's certificate or report specifying the reason for such absence and the ability of the employee to return to work. Suspected abuse of sick leave may be subject to investigation and discipline. Except in an emergency, on days school is in session each employee shall be expected to call in to the employee sick line as early as possible, but not later than one and one-half (1 ½) hours prior to scheduled reporting time, except in an emergency.

- 11.2 Employees at work for all regularly scheduled hours during the first, second, and third fifty-nine session days of the school year shall receive an additional \$50 for each such third of the school year. The administration shall provide the Union with a schedule prior to the start of school. Days for school business (not union business), funerals, (parents, spouse, children, sibling only), personal leave, and jury duty will be the only acceptable leave time that can be used and still be eligible for this payment.

- 11.3 Sick leave may be accumulated to 1,440 hours. Payment for accumulated sick leave shall be made only to employees who are separated from their employment for other than just cause, and such accumulated sick leave shall be payable to the employee at the rate of \$4.00 per hour of accumulated leave to a maximum of 1,440 hours.

Employees with a minimum of ten (10) years active service with the District, and retiring with the Michigan Public School Employees Retirement System on or before the time they are eligible to retire, shall receive an additional \$60 per year of membership in the Association.

Payment for accumulated leave shall be made in the payroll period immediately following the employee's of retirement/resignation. Payment under this article shall be the sole payment to an employee upon resignation or retirement.

Any employee receiving Worker's Compensation benefits who does not resign, retire, or return to work within the time limits provided for in Article 16 shall not be eligible for payment under this section.

In the event of an employee's death, payment for any accumulated sick leave shall be made to his/her beneficiary.

- 11.4 It is expressly agreed that in addition to bona fide usage for sick leave purposes, the employee may utilize three (3) sick leave days for emergency purposes upon the prior approval of the Superintendent. Additional days of emergency leave may be taken by the employee when necessary, with the approval of the administration, deductible from sick leave.

For the 2008-09 school year, employees may use up to three (3) of their sick leave days per year for snow days. At the employee's option, emergency, personal or vacation days may be used on snow days prior to sick leave days. At the employee's option he/she may take the snow day as unpaid leave. Effective July 1, 2009, the first two snow or Act of God days of the school year will be paid by the District. After those two days, for any Act of God or snow day that is not made up by the District, the employee may turn in a sick leave day in order to receive pay for that day. At the employee's option they may substitute personal leave or vacation or take the snow day as unpaid leave. If an employee reports for work on a snow day that is subsequently called, they may return home utilizing any of the above options for any portion of a day over the actual time worked.

Each employee shall be entitled to two (2) personal leave days per year. These days shall be non-accumulative and shall not be deducted from sick leave. If any of the two (2) days is not used, it shall be added to the employee's accumulated sick leave.

- 11.5 An employee shall be allowed up to five (5) consecutive working days (based on the employee's regularly scheduled hours) as funeral leave days not to be deducted from sick, vacation, or personal leave for a death in the immediate family of the employee or the family of his/her spouse. Immediate family is to be defined as follows: mother, father, brother, sister, wife, husband, son, daughter, mother-in-law, father-in-law, and grandparents. Up to three (3) consecutive days shall be granted for grandchildren, daughter-in-law, son-in-law, aunt and uncle. Additional leave may be granted, deducted from sick leave, if approved by the administration in individual cases. Any employee selected to be a pallbearer for a deceased employee will be allowed one funeral leave day with pay (based on the employee's regularly scheduled hours for the day, excluding overtime), to be deducted from sick leave.
- 11.6 If a member is required to serve on a jury, or as a witness, when subpoenaed to a hearing, the Employer shall pay the difference between the jury fee/witness fee and the employee's normal wages (based on the employee's regularly scheduled hours for the day, excluding overtime), but only in those instances where the employee is not a party to said action.
- 11.7 All paid leave days shall be based on an employee's regularly scheduled hours for the day, excluding overtime, unless other arrangements have been mutually agreed upon.
- 11.8 Current sick leave accumulation and vacation day information will be provided with payroll checks on a quarterly basis (first payday of September, December, March and June).

ARTICLE 12
Unpaid Leaves

- 12.1 Leaves of absences without pay may be granted to permanent employees with at least one (1) year seniority. Prior to applying for a leave of absence because of an employee's illness, all sick leave shall be utilized. Employees qualifying for purchased Short Term Disability or Long Term Disability will not be required to utilize leave time prior to said leave. Leaves of absence may be granted for the following reasons:
- A. Health – Provided it can be reasonably expected that medical treatment will enable the Employee to return to work.
 - B. Illness of a member of the employee's immediate family, when living under the same roof as the employee, or when the employee has financial or supervisory responsibility for the relative.
 - C. In extraordinary circumstances administrative leave may be granted by the superintendent.
- 12.2 In general, excepting childcare leave, leaves of absence may not exceed three (3) months. However, they may be renewed for additional three (3) month periods if circumstances warrant. In no event shall consecutive leaves exceed two (2) years. A person who fails to apply for a leave of absence by the time sick leave has been used up shall be deemed to have quit, if such request is not made within five (5) days after notification by certified mail, return receipt requested, by the Employer that sick leave has been used up and that further absence requires a leave of absence.
- 12.3 Child Care – An employee with at least one (1) year seniority shall, upon request, be allowed a leave of absence not to exceed a period of twelve (12) months for the purpose of child care. Disability due to pregnancy shall be treated as sick leave (Article 11). It is understood between the parties to this agreement that this leave is only to be extended to the care of the employee's child who may be the employee's natural child, adopted child, foster child, step-child, or a child to whom the employee is recognized as the legal guardian. It is not the intent of this leave to provide child care for grandchildren, etc.
- 12.4 Fringe benefits are suspended during a leave of absence which exceeds five (5) work days. Employees may elect to continue insurance programs on a direct reimbursement basis with the Employer.
- 12.5 Seniority shall not accumulate while an employee is on an unpaid leave.
- 12.6 Employees qualifying for the Family Medical Leave Act should contact the business office for details.

ARTICLE 13

Holidays

13.1 The paid holidays are designated as:

Fourth of July	Christmas Day
Labor Day	Day Before New Year's Day
Thanksgiving Day	New Year's Day
Day After Thanksgiving Day	Good Friday
Day Before Christmas Day	Memorial Day

- 13.2 Full year employees shall receive ten (10) paid holidays as specified above. School year employees shall receive nine (9) paid holidays as specified above, excluding the Fourth of July. Holiday pay shall be based on regularly scheduled hours.
- 13.3 Employees will be paid their current rate based on the usual workday. Holiday pay shall be at the rate paid for the employee's regular job classification, except that if an employee is filling a vacant position, or a position then open due to another vacancy, as opposed to filling in for someone only temporarily absent, then the employee shall be paid at the rate of the job being performed, if that rate is higher than the employee's regular classification.
- 13.4 Holiday benefits do not accrue to an employee who is scheduled to work, but who is absent from work without supervisory approval the day before or the day after a recognized holiday. If a holiday falls on a weekend, employees shall have another day off during the week, at the Union's designation, unless school is in session.
- 13.5 If an employee is required to work on a holiday, he/she shall be paid at the rate of double time for all hours worked in addition to holiday pay.

ARTICLE 14
Vacations

- 14.1 All permanent full-time, full-year employees covered by this Agreement shall earn annual leave as follows:
- A. After the completion of one (1) full year of employment, one (1) work week.
 - B. After the completion of two (2) years of employment, two (2) work weeks.
 - C. After the completion of eight (8) year of employment, three (3) work weeks.
 - D. After the completion of twelve (12) years of employment, four (4) work weeks.
 - E. After the completion of twenty (20) years of employment, five (5) work weeks.
- 14.2 Employees permanently assigned to the following jobs are not eligible for vacation, but shall receive pay in lieu of vacation: Clerk, Student Supervisor, Paraprofessional, Head Cook, Cook, Kitchen Aide, High School Cook, Delivery Driver, and Bus Drivers.
- Pay in lieu of vacation shall be determined by multiplying the number of vacation weeks times the regularly scheduled weekly work hours times the employee's hourly rate(s) times 0.8.
- Pay in lieu of vacation will be prorated for employees utilizing an unpaid leave of absence or on Workers Compensation during the year.
- 14.3 Vacations will be granted ordinarily during the summer vacation considering both the wishes of employees and efficient operation of the department, but in extraordinary circumstances, vacations may be taken at other times with the consent of the Superintendent of Schools.
- 14.4 Vacations may be split into periods of days or weeks, provided such scheduling does not drastically interfere with the operation of the schools.
- 14.5 A vacation may not be waived or accumulated by an employee and extra pay received for work during that period. An exception shall be where a vacation request has been denied and cannot be reasonably rescheduled. If a request to roll over vacation days is in writing and approved prior to the employee's anniversary date, the employee may roll over accumulated vacation days for a maximum of three months.
- 14.6 If an employee becomes ill or is injured and is under the care of a duly licensed physician, and his/her illness extends into his/her vacation, his/her vacation will be rescheduled or may roll over per the previous paragraph. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation. The Employer, in such case, may require a physician's certificate as required under Article 11.
- 14.7 If a regular payday falls during an employee's vacation, he/she will, on request, receive that check in advance before going on vacation.

- 14.8 If an employee is laid off, separated, or retired, he/she will receive any unused vacation credit accrued. An employee who received credit at the time of lay off for the current calendar year will have such credit deducted from his/her vacation the following year.
- 14.9 Employees will be paid their current rate based on their regular scheduled work or portion thereof as hereinafter described while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 15
Insurance Coverage

15.1 The Board shall provide MESSA Choices II hospitalization insurance coverage for each permanent employee and his/her eligible dependents.

The Board shall pay the cost of this coverage for all employees working more than 1500 regularly scheduled annual hours. For other employees electing coverage, the Board shall pay the percentage of the monthly premium based upon regularly scheduled hours per day as follows:

8.0 hours per day = 85%	4.5 hours per day = 50%
7.5 hours per day = 80%	4.0 hours per day = 45%
7.0 hours per day = 75%	3.5 hours per day = 40%
6.5 hours per day = 70%	3.0 hours per day = 35%
6.0 hours per day = 65%	2.5 hours per day = 30%
5.5 hours per day = 60%	2.0 hours per day = 25%
5.0 hours per day = 55%	

With implementation of the PAK's, proration of insurance fees for part-time employees shall continue to be determined using the single, 2-person, and family rates established for area 7.

No employee shall have his/her insurance coverage reduced below the percentage paid during the 1990-91 school year, provided the employee stays in the same position and retains an equal number of regularly scheduled hours.

15.1 Effective July 1, 2010, a MESSA PAK with the following coverage shall be implemented.

<u>PAK A</u>	<u>PAK B</u>
Choices II	
\$10-\$20 prescription card	N/A
\$200-\$400 reimbursed deductible	
Delta Dental: 100% Class I, 75% Class II, 75% Class III with additional riders covering x-rays & restorative at 100% annual maximum \$1000	Delta Dental: 100% Class I, 75% Class II, 75% Class III with additional riders covering x-rays & restorative at 100% annual maximum \$1000
Class IV, 75% - \$1300	Class IV, 75% - \$1300
VSP-3	VSP-3
\$2,500 Life	\$12,500 Life

In order to create a single PAK with the teachers and administrators, should the OTEA negotiate a different PAK A or PAK B, the OESP coverage will change to reflect the OTEA PAKs.

15.2 The following language is effective for employees hired on or prior to February 28, 2007:
Employees whose regularly scheduled assignment is less than 2 hours per day shall not be eligible for insurance benefits.

The following language is effective for employees hired after February 28, 2007:

Employees whose regularly scheduled assignment is less than thirty (30) hours per week during the school year shall not be eligible for insurance benefits.

15.4 The Board, at its sole option, may institute a MESSA-PAK with comparable dental coverage.

- 15.5 It shall be the responsibility of the eligible employee to properly enroll in programs available and make notification of any change in status in a timely fashion. It shall be the responsibility of the employer to promptly notify the insurance company of such changes. All benefits are subject to policy, plan, or program terms and conditions.
- 15.6 The Board shall adopt a Section 125 Cafeteria Plan in accordance with IRS requirements. The Board shall be responsible for administering the plan. The plan shall minimally include a benefit selection option to be filled out by all bargaining unit members on an annual basis.

For those bargaining unit members opting to participate, the District shall offer the option of receiving cash in lieu of benefits or of utilizing a salary reduction plan to maintain a tax deferred status.

The cash value of the option in lieu of insurance shall be limited to or equal to the annual cost of PAK B.

ARTICLE 16
Worker's Compensation

- 16.1 Except as provided below, all matters pertaining to Worker's Compensation shall be handled in accordance with applicable State and/or Federal laws.
- 16.2 An employee injured or claiming to have been injured or disabled as a result of accident or occupational disease so as to allegedly fall within coverage of Worker's Compensation shall be subject to the same requirements as other employees in applying for leave of absence, but fringe benefits shall be available to the limited extent provided for hereinafter.
- 16.3 If compensation is voluntarily paid by the Worker's Compensation carrier of the School District, the Employer shall maintain in effect at no cost to the employee for a period of six (6) months, the insurance benefits provided by the Employer to employee prior to cessation of work. Thereafter, the employee may elect at his/her own expense to continue insurances through the District's policies.

Any such employee who has unused sick leave benefits accrued may draw upon the accrued sick leave to supplement Worker's Compensation benefits to a level equal to 100% of the employee's regular after-tax pay based on his/her regular job prior to the accident of injury. Sick leave accumulation shall be proportionally reduced as payments are made. The payment of sick leave shall not extend the period during which the Employer shall pay the insurance costs for the employee.

Any period of less than one (1) month during which the employee may return to work on a trial basis without full release to return to work from his/her doctor shall not extend the Employer's responsibility for payment of insurance or sick leave arising from the initial injury or disability.

- 16.4 If an employee claims a compensable injury or disease which is not voluntarily paid by the Worker's Compensation carrier, the School District shall maintain insurance coverage for the employee only so long as sick leave benefits are payable. Thereafter, the employee may, at his/her option and expense, maintain such insurance coverage through the Employer's policies during the period the claim for Worker's Compensation is in dispute.

If a determination is finally made that the employee was entitled to Worker's Compensation during the period, the Employer shall reimburse the employee for the cost of the insurance for a period not to exceed six (6) months from the date of cessation of work.

If a determination is finally made that the employee is not entitled to Worker's Compensation, or if the matter is settled by redemption or settlement without a specific determination of entitlement to Worker's Compensation benefits, the cost of maintaining such insurance shall not be reimbursed.

- 16.5 In the event an employee is injured while at work and does not qualify for Worker's Compensation for lost time wages, the Employer shall pay these lost time wages at the employee's current rate of pay for the maximum of seven days. These days shall not be deducted from the employee's sick leave.

16.6 An employee receiving Worker's Compensation benefits shall be eligible for an unpaid leave of absence. The leave shall not exceed three (3) months. However, such leave shall, upon the employee's written request, be renewed for additional three (3) month periods. In no event shall such leave exceed two (2) years.

Upon medical release, the employee shall have the right to return to his/her former position. If the employee is unable to return to work after two (2) years, he/she shall lose all seniority.

16.7 No additional leave time benefits shall accrue while the employee is on Worker's Compensation leave. Upon return to work, all accrued leave time earned prior to the leave shall be restored and be immediately available. If the Worker's Compensation leave has exceeded three (3) months, the employee shall complete thirty (30) shifts to be eligible for vacation leave.

16.8 Nothing herein shall prevent the Employer from offering any such employee restricted work.

16.9 After an employee has received Worker's Compensation benefits for twelve (12) months, the Employer may request said employee apply for social security benefits and Michigan Public School Employee Retirement System benefits as allowed in accordance with MCL 418.354. If the employee qualifies for the benefit(s), such benefit(s) shall be coordinated with Worker's Compensation to the extent allowed by law.

This section (16.9) shall not in any way prohibit an employee from returning to work as provided for under section 16.6 of this article.

ARTICLE 17
Temporary Employees

- 17.1 With respect to the hiring of temporary employees, we agree that the number shall not exceed six (6) and that the period of their employment will be restricted to those months or weeks of the year when school is not in session. In no case will the period of employment of these temporary employees exceed sixty (60) workdays. Any summer employment to be offered by the Employer shall be posted in accordance with this Agreement, and school year and laid off employees shall, if qualified, be given preference for such positions.
- 17.2 It is understood that any temporary employee working by virtue of federal and/or state programs shall not be included within these limitations.
- 17.3 It is further understood that the provisions of this Agreement entered into between the parties do not apply to temporary employees.
- 17.4 The parties agree that the Employer may employ not to exceed three (3) persons for extracurricular, weekends, and evenings after 6:00 p.m. bus drivers as permanent part-time employees. Such employee shall be utilized only after employment equal to forty (40) hours in a week has been offered to or made available to all regular bus drivers.
- 17.5 Volunteers shall not reduce the regular hours of, displace, or replace a bargaining unit member.
- 17.6 Due to an emergency or temporary lack of work in their regular assignment, employees shall be required to assist with temporary assignments during their regular work schedules.

ARTICLE 18
Miscellaneous

- 18.1 Letters of agreement shall be automatically included in the contract.
- 18.2 Bargaining unit members will be admitted free to all school events and shall voluntarily assist with, to the same extent as other employees, problems that may arise at such events.

ARTICLE 19
Negotiations Procedures

- 19.1 Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract.

- 19.2 There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Union. Copies of this agreement shall be printed by the Employer within sixty (60) days after the agreement is signed. A copy shall be provided to each employee and the MEA Uniserv office.

ARTICLE 20
Duration of Agreement

- 20.1 This agreement shall be retroactive to and shall be effective as of July 1, 2010 and shall be in effect through the 30th day of June 2011.
- 20.2 In witness thereof the parties hereto have caused this Agreement to be signed by their representatives on this _____ day of _____, 2010.

FOR THE ONTONAGON EDUCATION
SUPPORT PERSONNEL ASSOCIATION

FOR THE ONTONAGON AREA SCHOOL
DISTRICT BOARD OF EDUCATION

OESP UNION PRESIDENT
PAT YAKOVICH

BOARD OF EDUCATION PRESIDENT
DEAN JUNTUNEN

DATE _____

DATE _____

APPENDIX A

Wages

A.1

CLASSIFICATION	POSITION	EFFECTIVE 07/01/10
Transportation:	BUS DRIVER – MECHANIC	\$ 16.00
	MECHANIC HELPER –BUS DRIVER	\$ 15.57
	BUS DRIVER – TRAINER	\$ 15.57
	BUS DRIVER	\$ 15.18
Custodial- Maintenance:	MAINTENANCE SPECIALIST	\$ 16.00
	CUSTODIAN - MAINTENANCE	\$ 15.57
	CUSTODIAN	\$ 15.03
	SUMMER YOUTH PROGRAM	\$ 15.57
Food Service:	HEAD COOK	\$ 14.80
	HIGH SCHOOL COOK	\$ 14.49
	COOK	\$ 14.13
	KITCHEN AIDE	\$ 13.61
Office Personnel:	SECRETARY	\$ 15.26
	CLERK	\$ 14.30
Paraprofessional:	PARAPRO A (CLASSROOM AIDES)	\$ 14.37
	PARAPRO B (ALL OTHERS)	\$ 14.19

REVISED

A.2 New employees shall receive \$1.60 less per hour than regular rate for the first three (3) months; after three (3) months - \$1.20 less; after one (1) year - \$.80 less; after two (2) years - \$.40 less; after three (3) years – full rate. A newly hired union bus driver shall not receive less than he/she received as a substitute driver. Non-union drivers shall be paid no more than \$.25 per hour less than the lowest paid union driver.

A.3 Longevity will be paid on the last payday in January as follows:

Longevity shall be determined by multiplying the employee’s regularly scheduled hours including regularly scheduled overtime times the employee’s base salary as specified in Section A.1 above times the appropriate percentage herein:

After three (3) years	1.25%
After five (5) years	2.25%
After eight (8) years	4.25%
After twelve (12) years	5.25%
After eighteen (18) years	5.50%

Longevity shall be pro-rated for employees receiving Workers’ Compensation benefits or on an unpaid leave of absence. Employees transferring or assigned from one classification to another shall maintain the same longevity level on the pay scale, i.e. a custodian (2 years) transferring or assigned to be a bus driver (2 years).

A.4 Paraprofessional-A will be paid an additional \$2.50 per class period when in charge of classroom or library when the regular instructor is absent from class and no other substitute teacher is assigned to that class by the Superintendent, Principal, or Head Teacher.

A.5 All bus drivers employed by the District shall be reimbursed their actual costs for chauffeur’s licenses, on submitting to the School District evidence of the amount actually paid for a new chauffeur’s license, when reissued.

A.6 Any driver driving to an out-of-district activity shall be compensated at his/her regular rate from the start of the first out-of-district run until the end of the last out-of-district run each day.

On any day starting and ending outside of the District, the driver shall receive eight hours pay, or in accordance with the previous paragraph, whichever is greater.

A.7 Each driver on out-of-district trips shall be reimbursed for meals and lodging reasonably incurred. Drivers on out-of-district trips shall be reimbursed for reasonable lodging costs and a maximum of \$5.00 for breakfast, \$10.00 for lunch, and \$15.00 for dinner. A receipt shall be required for reimbursement.

A.8 Upon request of the employee, the district shall provide a record of his/her current sick leave, personal leave and vacation status.

A.9 Employees required to work in a higher classification for at least one (1) scheduled workday shall be paid the rate of the higher classification.

- A.10 In addition to the hourly rate paid to the bus driver trainer in Section A.1 above, the trainer shall receive a yearly stipend of \$250.
- A.11 Employees working a non-transportation shift that starts at or after 2:00 p.m. shall receive a shift differential of \$.10 per hour more than the rate specified in A.1. or A.2. above.
- A.12 An employee on layoff, working as a substitute, shall be paid his/her individually appropriate wage rate for a duration equal to his/her length of regular employment with the district.

APPENDIX B

Grievance No. _____

ONTONAGON AREA SCHOOL DISTRICT
OESP GRIEVANCE FORM

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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STEP 2

A. Date Cause of Grievance Occurred _____

B.1 Statement of Grievance _____

B.2 Relief Sought _____

Grievant Signature Date

Association Signature Date

C. Disposition by Immediate Supervisor _____

Signature of Immediate Supervisor Date

D. Position of the Association _____

Association Signature Date

STEP 3

A. Date Received by Superintendent _____

B. Disposition of Superintendent _____

Superintendent Signature

Date

C. Position of the Association _____

Signature of Association

Date

STEP 4

A. Date Received by Board Committee _____

B. Disposition of Board Committee _____

Signature of Committee

Date

C. Position of the Association _____

Signature of Association

Date

STEP 5

A. Date submitted to Mediation _____

B. Disposition & Award of Mediation _____

STEP 6

- A. Date Received by Arbitration _____
- B. Disposition of Arbitration _____

Signature of Committee

Date

APPENDIX C

ONTONAGON AREA SCHOOLS EMPLOYEE WORK RULES:

1. Relation of employees to pupils

Employees will not assume or exercise authority or control over pupils except within the limits authorized by the Principal of the school. The employee will follow the rule of reporting all violations of school regulations to the Principal. Children of school age are great imitators and receive lasting impressions; for this reason an employee should be conscious of personal appearance and standards of conduct.

2. No employee shall utilize school time to repair privately owned vehicles or to perform any personal work.

3. School equipment shall not be used for personal benefit.

4. Friends or relatives are not allowed to visit during scheduled working hours.

5. Employees will work with students, other staff, parents, and the public with a tactful, friendly, and cooperative manner.