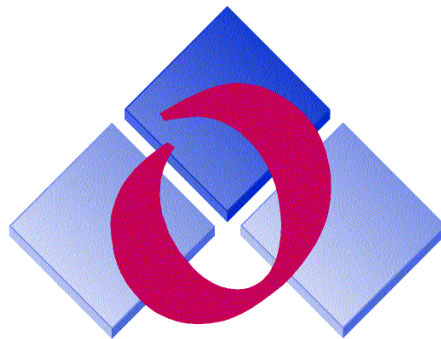


**MASTER AGREEMENT
BETWEEN THE
OTTAWA AREA INTERMEDIATE SCHOOL DISTRICT
AND THE
OTTAWA SERVICE EMPLOYEES ASSOCIATION
LOCAL 101
AN AFFILIATE OF
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
2011 - 2013**



OTTAWA AREA INTERMEDIATE
SCHOOL DISTRICT

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PREAMBLE

THIS AGREEMENT is made and entered into by and between the OTTAWA SERVICE EMPLOYEES ASSOCIATION, LOCAL 101, an affiliate of the Michigan Education Support Personnel Association, MEA/NEA, a voluntary organization hereinafter called the “Association”, and the OTTAWA AREA INTERMEDIATE SCHOOL DISTRICT, Ottawa, Muskegon and Allegan Counties, Michigan, 13565 Port Sheldon Street, Holland, Michigan, 49424, hereinafter called the “District”. The signatories shall be the sole parties to this agreement.

WITNESSETH

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE I
RECOGNITION

Pursuant to the provisions of Act 379 of the Public Acts of the State of Michigan, as amended, the District hereby recognizes the Association as the sole and exclusive bargaining representative for all aides employed at the Ottawa Area Center, but excluding: supervisors, teachers included in the Teachers' Bargaining Unit, Director of the Area Center, substitute aides who are not regularly employed with respect to hours, wages, terms and conditions of employment, behavioral, interpreter and health support aides, Registered Physical Therapy Assistants, Occupational Therapy Assistants, Secretaries, Custodians and all other employees. The District agrees not to negotiate with or recognize any other organization other than the Association for the duration of this Agreement.

ARTICLE II

DEFINITIONS

- A. The term “employee” when used in this Agreement shall mean Bargaining Unit Members.
- B. Substitute aides are persons working in place of regularly employed aides.
- C. The use of pronouns or other terms referring to the male gender shall include the female gender and the use of pronouns or other terms referring to the female gender shall include the male gender.
- D. Whenever the term “District” is used it shall mean the Ottawa Area Intermediate School District, Ottawa, Muskegon, and Allegan Counties, Michigan, and shall include its designee upon whom the District has conferred authority to act in its place and stead.
- E. Whenever the term “Agreement” is used, it shall mean this Agreement itself, together with all appendixes incorporated by reference, signed amendments to the Agreement, and Letters of Understanding.
- F. Whenever the term “anniversary date of this Agreement” is used, it shall mean the day of the year upon which this Agreement shall terminate.
- G. A “Letter of Understanding” is a temporary agreement between the District and Association which expires on the anniversary date of the contract unless incorporated into the new contract agreement.

ARTICLE III
DISTRICT RIGHTS

- A. The District retains all rights, powers, and authority vested in it by the laws and constitution of Michigan and the United States. It is expressly agreed that all rights which ordinarily vest in the District, except those which are clearly and expressly relinquished herein by the District, shall continue to vest exclusively and be exercised exclusively by the District without prior negotiations with the Association, as to the taking of action under such rights or with respect to the consequence of such action during the life of this Agreement. Such rights except as specifically restricted by the terms of this Agreement, shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment and the operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing and the right to establish, modify, or change any work or business hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operation and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations, as long as such rules and regulations are not inconsistent with the terms of this Agreement.
 6. Determine the qualifications of employees, including physical condition.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

Article III, District Rights (continued)

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

ARTICLE IV
ASSOCIATION RIGHTS

- A. The Association and/or its representative shall have the right to use the Ottawa Area Center at reasonable hours for meetings, provided that advance approval has been obtained from the Superintendent or his designee at least forty-eight (48) hours prior to the scheduled meeting. No charge shall be made for the use of school rooms during school days from the hours 7:00 a.m. to 6:00 p.m. Outside of said hours, the District may make an appropriate charge for the use of the facilities. The District may also charge the Association for: Special custodial service when necessary, damages to District equipment, facilities, and other properties attributable to such use.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property before and after school hours, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association shall be permitted to use school facilities and equipment including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audiovisual equipment when such equipment is not in use and as permitted by the building supervisor. The Association shall pay for the cost of all materials, supplies and repairs incidental to such use.
- D. The Association shall be permitted to post notices relating to Association business on a bulletin board at the Area Center.
- E. The District shall make available to the Association, upon request, all regularly and routinely prepared information concerning the financial condition of the school, including annual financial statement, adopted budget, and other readily available and pertinent information which may be relevant to negotiations or the processing of a grievance. Nothing contained herein shall require the central administrative staff to research and assemble information.
- F. The District agrees to provide to the Association a current seniority list of all bargaining unit members not later than November 1 of each year.

ARTICLE V

ASSOCIATION DUES AND PAYROLL DEDUCTIONS

- A. Any bargaining unit employee may sign and deliver to the District an assignment authorizing deduction of Association dues (if an Association member), or service fees (if not an Association member). The amount of such dues or service fees shall be established by the Association. Such authorization shall continue from year-to-year, unless revoked in writing between July 1 and September 1, for each given contract year. Pursuant to such authorization, the District shall deduct as directed by the Association one-nineteenth (1/19) of such dues or service fees from the bi-weekly regular paycheck of the employee each month for ten (10) months, beginning in September and ending in June of each year. The District shall not be obligated to change the amount of dues or service fees deducted on less than ten (10) days written notice prior to the applicable pay day.

Due to certain legal requirements, the amount of the service fee charged to non-members may not be available by September (at the outset of the regular dues and service fees withholding period). Consequently, the parties agree that the procedures in this Agreement relating to deduction and payment of the service fee shall be activated each school year upon written notice from the Association to the District. The District shall not be obligated to activate such deduction and payment procedures on less than ten (10) days written notice prior to the applicable pay day. In the event that the deduction and payment procedures set forth in this Article are not activated by the outset of the regular dues and service fees withholding period, the service fee shall be deducted in equal portions from the regular pay checks of non-members from the time proper notice is given to the District until the end of the regular dues and fees withholding period in June.

The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the District or in reliance upon signed authorization cards, or lists or amounts to be deducted furnished to the District by the Association for the purpose of payroll deduction of dues or service fees.

- B. Upon appropriate written authorization from the employee, the District shall make deductions from the pay of the employee and make appropriate remittance for up to three (3) annuity programs, credit unions, savings bonds, United Fund, or any other plans or programs jointly approved by the Association and the District.

ARTICLE VI

FINANCIAL RESPONSIBILITY

Any bargaining unit employee who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) calendar days from the date of commencement of employment within the bargaining unit, shall pay a service fee to the Association. The amount of the service fee shall be determined by the Association and shall not exceed the dues paid by members of the Association. Enforcement of the provisions of this Article shall be between the Association and the bargaining unit employee involved; and the District shall neither have any obligation, nor any right, to discharge or in any manner discipline any bargaining unit employee who fails to pay said service fee either voluntarily or by authorized payroll deduction as provided in Article V of this Agreement.

ARTICLE VII
EMPLOYEE RIGHTS

- A. Nothing contained within this contract shall be construed to deny or restrict any bargaining unit member rights he/she may have under the Michigan General School Law.

- B. All District policies, in regards to procedures for inspection and release of student records, applicable district policy and administrative rules and regulations, as determined by the district, shall be maintained in district “resource books.” These resource books shall be maintained in the OAC office, employee break rooms, and C.B.I. worksites. Changes or updates in these policies and procedures will normally be announced at staff meetings or by direct communication to employees, however, employees are welcomed and encouraged to access information within these books. A handbook may also be distributed to employees with additional information or information employees may wish to take with them. Handbook information may contain tornado shelter locations, evacuation information, etc.

ARTICLE VIII

SENIORITY

- A. Seniority is defined as continuous length of service within the bargaining unit as of the employee's first working day. In the event of more than one person beginning employment on the same day, position on the seniority list shall be determined by ranking the last four digits of the employees' social security numbers, the higher number having greater seniority.
- B. Employees shall be on probation for the first sixty (60) work days of employment. Upon completion of the probationary period, employees shall be entered on the seniority list and attain seniority ranking from their most recent "first working day" within the bargaining unit. There shall be no seniority among probationary employees.
- C. Seniority shall not accrue during unpaid leaves, but shall accrue during paid leaves.

Workers' Compensation leaves and LTD leaves are not considered paid leaves; provided, however, that seniority shall nevertheless accrue during Workers' Compensation leaves.

ARTICLE IX
LAYOFF AND RECALL

When it becomes necessary to reduce the size of the work force for any reason as determined by the District, the following procedure shall be utilized:

- A. Probationary employees shall be laid off first.
- B. If a further reduction is instituted, employees shall be laid off in inverse order of seniority.

If a change of position is necessary as a result of a room closing or the combining of two (2) or more rooms, the aide affected will have the option of taking one of the four (4) least senior positions or any other posted vacancy for which their seniority qualifies them.
- C. The District shall give at least thirty (30) calendar days written notification (except in cases of emergency) of any such layoff before the effective day thereof.
- D. When the work force is increased after a layoff or a vacancy exists, the most senior persons on layoff will be recalled first.
- E. Notice of recall shall be sent to the employee at his/her last official address (as reflected by the District's records) by registered or certified mail, with a copy to the Association. If the employee fails to report for work within ten (10) work days of receipt of notice of recall (or on such later date as may be specified in notice), or if the employee fails to notify the District of his/her intent to return within five (5) calendar days of receipt of notice of recall, then the employee shall be considered a quit.
- F. An employee who was laid off from a full-time position may decline recall to a part-time position without forfeiting future recall rights within the recall period (i.e. two years following layoff).
- G. A recall list shall be maintained by the District. Any employee who is laid off for a period of two (2) years or more shall automatically lose all recall rights.

ARTICLE X

HIRING, VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined for the purpose of this Article as a newly created position or an existing position within the Bargaining Unit which is unfilled and which the District intends to fill. No vacancy shall generally be filled until it has been posted for a period of (10) working days. Vacancies can be posted for a lesser period if both union leadership and administration agree that an expedited period would be beneficial. When a vacancy is filled from within the unit, the assignment will be made and posted within twenty (20) days after the date upon which the vacancy was initially posted.
- B. Whenever a vacancy occurs, notice of such vacancy shall be posted as soon as reasonably possible on the employees' bulletin board and a copy of same shall be sent to all laid off employees.
- C. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure in addition to the procedures heretofore outlined, shall be followed:
 - 1. Employees with specific interests in possible vacancies will notify the Superintendent of their interests in writing, during the last regular week of school and shall include a summer address.
 - 2. Should a vacancy occur, the employees who have expressed an interest in said position or a similar position shall be contacted by the Superintendent's office and notified of the vacancy.
 - 3. The employees so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within three (3) working days of said notification.
- D. When vacancies occur owing to a permanent separation of employment, or the creation of a new position, such vacancies, including infant program vacancies, shall be filled with the most senior applicant. For 2011-12, a representative team including both union members and administration agree to work collaboratively to develop an expanded process or rating tool to insure that vacancies are filled based on a number of qualifying factors including seniority. Until an expanded process or tool is developed and mutually agreed upon, the current provision remains in effect. If there are no applicants from within the bargaining unit, the Board shall have the right to permanently employ a new hire to fill the position.
- E. When a temporary vacancy occurs, the Superintendent or his designee shall fill the position from outside the bargaining unit on a temporary basis for the duration of said leave, unless a mutual agreement is reached to do otherwise.
- F. Request for transfer shall be in writing and filed with the Superintendent.

Article X, Hiring, Vacancies, Promotions and Transfers (continued)

- G. An employee transferred at his/her request shall remain in any new assignment for a period of one (1) year before being eligible to apply for another transfer, unless conditions prevail where a change would be in the best interest of the District and the employee, as determined by the District.

- H. Requests for initial summer placements by aides shall be granted on the basis of seniority. When it is deemed necessary by administration to permanently reduce the number of aides in a room because of low student numbers, the new room assignment shall be on the basis of seniority between/among the individuals who were originally assigned to the room. In the event that a bargaining unit member is displaced as a result of the reduction, the decision about where to place the individual will be determined by administration in consultation with the bargaining unit leaders.

ARTICLE XI

CONDITIONS OF EMPLOYMENT

- A. The regular work day for an aide shall be seven (7) hours concurrent with the teacher work day, plus time required for meetings (such as staff meetings or training), not to exceed a total of forty (40) hours per week. Further, these meetings or training activities shall not exceed 21 hours per year for 1994-95, 28 hours per year for 1995-96, and 35 hours per year for 1996-97 and thereafter. Building administrators shall meet monthly with the Association leadership to discuss meeting/training schedules. Attendance at I.E.P.C. meetings normally will be voluntary.
1. Additional hours of work scheduled and authorized by the building administrator, including those defined in paragraph "A" above, will be paid at the regular hourly rate, or be approved for compensation time.
- B. The regular work week for employees shall be five (5) consecutive days.
- C. In the event that school is canceled because of inclement weather (e.g. heavy snow, excessive heat, etc.), any employees who are not required by the District to report for work shall receive pay for their regular work day. In the event that school at the Ottawa Area Center is canceled because of snow or ice, employees shall not be required to report for work that day. If it becomes necessary (e.g. to avoid loss of funding and/or to meet state or federal mandated instructional requirements) to make up any such canceled days, and if such canceled days cannot be made up during the regular summer session, then the makeup days shall be worked without additional pay by any employee who received pay (and was not required to work) on the canceled day(s). However, any employee who was required to work on the canceled day(s) shall receive additional pay for the makeup day(s).
- D. Overtime shall be paid as follows:
1. Time and one-half shall be paid for each hour over forty (40) hours worked in one calendar week and for work authorized on Sunday.
 2. Double time shall be paid for all hours on holidays recognized in Article XVII of this Agreement.
- E. Aides shall be entitled to a thirty (30) minute break daily. Except in case of emergency, this break shall be duty free and shall take place in a duty free location.
- F. One (1) hour minimum pay shall be paid when an employee is called in for unscheduled hours. (Snow days excluded.)
- G. Aides will generally not be expected to administer the following medical procedures to students: insertion of tubes for catheterization, gavage, and fecal impactions. However, in the event of an emergency or unanticipated situation, or if a trained nurse is unavailable or otherwise occupied, Aides will be expected to perform the above-noted procedure(s) on a voluntary basis. In the event that no member of the unit is willing to volunteer to perform the above-noted procedure(s), then Administration shall assign the responsibility to a qualified member of the bargaining unit.

ARTICLE XII

DISCIPLINE OF EMPLOYEES

- A. No employee shall be disciplined without just cause. Any such discipline may be subject to the grievance procedure. Upon written request from the Association, the District shall provide a written response explaining the basis for said action.
- B. An employee shall be entitled to have present a representative of the Association when disciplinary action, which will become part of the employee's personnel file, is being taken.
- C. Complaints received by the Administration, which are to become a part of the employee's personnel file shall be promptly called to the attention of the employee.

ARTICLE XIII
LEGAL PROTECTION

- A. Employees are provided legal protection from liabilities arising in the scope of employment under a liability insurance policy purchased by the District.
- B. It is expressly agreed that such protection arises from, and is subject to the terms and conditions of the policy. If the District's application for renewal of the policy is rejected or if premium prices rise by fifty (50) percent or more in a year, said protection may, at the discretion of the District be canceled.
- C. Time lost as a result of legal action arising from an assault upon an employee by a student shall not be charged to the employee. Time lost as a result of being complained against if sued by reason of disciplinary action taken by the employee shall not be charged against the employee if his action is upheld.
- D. The District agrees to reimburse employees for damage or destruction of clothing or other personal property worn by an employee caused by a student while the employee is acting within the scope of his/her employment provided:
 - 1. If the damage is reimbursable through an insurance plan under which the employee is covered, the District shall not be liable. However, the District will pay the deductible if the damage is reimbursable pursuant to this provision.
 - 2. That, in the opinion of the District, the employee was exercising reasonable care in dealing with the student.
 - 3. That within three (3) days of the occurrence the employee shall file a written report with his supervisor detailing the incident, and itemizing the damages, loss or destruction of clothing or personal property.
 - 4. That the District shall reimburse the employee for a reasonable amount.

ARTICLE XIV

SICK LEAVE

- A. At the beginning of the school year each employee will be credited with one (1) day of sick leave for each month the employee will work for the District during the ensuing school year. For the purposes of use and accrual, one day is equal to seven (7) hours. Employees hired after the beginning of the school year will receive a prorated number of sick days. Should an individual's employment terminate during the school year, that employee shall receive a proportionate deduction from his/her final paycheck for any used but unearned sick leave. The unused portion of sick leave shall accumulate to a maximum of thirty (30) days, provided however, that no employee covered by this agreement shall forfeit days in excess of thirty (30) accumulated prior to August 31, 1994.
- B. Employees may use sick leave to recover from a period of illness/disability provided, however, that sick leave payments are subject to the employee having performed all duties until physically sick/disabled and returned to service as soon as physically able to perform all duties. Employees may also use up to five (5) days of sick leave per year for non-FMLA qualifying serious illness to mother, father, mother-in-law, father-in-law, and those members of the immediate family in the same household.
- C. The District may require a physician's certification verifying an illness or disability when said illness or disability has caused an employee to be absent from his/her employment responsibility in excess of three (3) consecutive days or at any other time the District believes there has been an abuse of sick leave.
- D. The District will furnish a written statement to each employee by October 1 of each school year, setting forth the total days of sick leave accumulated.
- E. An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, or one year, whichever is lesser.
- F. Earned but unused sick leave days shall be retained by an employee in the following cases:
 - 1. Employees absent while on authorized leaves of absence.
 - 2. Employees who are recalled from a layoff.
- G.
 - 1. School year aides will be credited with ten (10) days, equivalent to 70 hours, of sick leave one day (7 hours) per month during the regular school year at the inception of the school year in September.
 - 2. School year aides who work the ensuing OAC Summer Program shall earn sick leave according to the schedule below. This sick leave shall be credited at the start of the summer program. For the purposes of this benefit, any compensable day (paid vacation, personal or sick) is considered a day worked. An "unpaid day" is considered a day not worked.

Article XIV, Sick Leave (continued)

Days Worked

14 or fewer days
15-24 days
25 or more days

Sick Leave

0 days of sick leave
1 day (7 hours) of sick leave
2 days (14 hours) of sick leave

3. Aides may use their accumulated sick leave in accordance with the terms of the Master Agreement, during any employment in summer programs at the Ottawa Area Center.
- H. For FMLA/LTD qualifying leave related to the employee's own health condition, the employee will be responsible for the first 30 calendar days of illness/disability.
- I. For FMLA qualifying leaves not related to the employee's own health condition (for example: care of a critically ill member of the employee's immediate family) all accumulated sick leave will be exhausted.
- J. Physician's verification is required for a qualifying FMLA leave and/or long term disability leave. A physician authorized "return to work" slip is required before an aide on FMLA leave (for his/her own health condition) and/or disability leave can return to the job.

ARTICLE XV

PERSONAL LEAVE

- A. Aides shall be granted up to a total of two days (equivalent to 14 hours) of personal leave, per year, for the following purposes:
1. Absence to attend a funeral other than a member of the immediate family.
 2. Absence because of a required Court appearance.
 3. Absence for personal business to be used for handling matters which cannot be conducted outside working hours or during vacation periods.
- Employees shall make written application for personal leave at least one week in advance, except where circumstances do not permit notification. Unused personal leave days shall be non-accumulative.
- B. An employee requesting personal leave shall provide the following:
1. Reason(s) for the request.
 2. Expected duration of the leave.
- C. An employee taking leave under the provisions of this Article may be required to provide evidence of the validity of the reason for the leave.
- D. Aides may request, without loss of pay, a partial day's leave of absence to attend the funeral of a co-worker or a student at the Ottawa Area Center.

ARTICLE XVI
LEAVES OF ABSENCE

- A. General Leave —Except in FMLA qualifying cases and per federal law and district practice as it pertains to FMLA, any employee desiring a leave of absence without pay may make written application for such leave to the District. An Unpaid Leave of Absence not exceeding one (1) year may be granted for the following purposes:
1. Child Care
 2. Service as an Association Officer
 3. Service in Public Office
 4. Other reasons not herein before specified.

Applications for such leaves shall set forth the following minimal information:

1. Name, date and applicant's signature
 2. Nature of request
 3. Reason for the request and any additional data or documentation the employee feels will bear on the merits of the requested leave of absence
 4. Dates the applicant desires to commence and terminate the leave of absence. Upon receipt of proper application, the District will review the request and the reasons advanced in support thereof. The granting or denial of an unpaid leave of absence shall be discretionary with the District. Within ten (10) days of the receipt of proper application, the District shall render a decision in writing regarding the approval or denial of unpaid leave.
- B. Unpaid leaves of absence, as provided for in paragraph A (above), shall be without pay, fringe benefits, experience credit, seniority, or sick leave accumulation unless otherwise expressly and specifically provided in this Agreement; provided, however, that an employee returning from an authorized unpaid leave of absence shall be entitled to accrued benefits earned prior to said leave. An employee returning from an authorized unpaid leave of absence shall be entitled to advancement on the wage scale (at such time as all other bargaining unit members are considered for such advancement) if, but only if, the employee worked a minimum of ninety (90) work days during the preceding regular (i.e. 180 day) school year. Upon return from an authorized unpaid leave of absence, the employee shall be restored to the same position as when he/she left if available.

Article XVI, Leaves of Absence (continued)

- C. During the period of an unpaid leave of absence, employees shall not be entitled to insurance benefits at District expense, except as provided under FMLA. Upon application, the approval thereof, and subject to the limitations established by the respective insurance carrier, insurance benefits may be continued at the employee's expense by paying the appropriate premiums at the payroll office.
- D. Jury Duty Leave — An employee who is summoned for jury duty and is not relieved from such duty shall be granted a jury duty leave of absence for that purpose, provided evidence of such jury duty is presented to the District at the earliest possible date. Employees shall work their scheduled hours when not serving as jurors, and an employee not selected to serve on a particular jury shall report for work immediately after selection of said jury. The employee shall receive his/her basic rate of pay for the time lost from regularly scheduled work less any amount received for such jury duty excluding travel allowances and reimbursement for expenses.
- E. Funeral Leave — Full-time employees covered by this Agreement will be allowed three (3) days off without loss of pay in the event of death of a member of his/her immediate family. Two (2) days more may be granted at the discretion of the Superintendent or his designee. Funeral leave for part-time employees shall be prorated. Immediate family is defined as: spouse, parent, child, grandparent, parent-in-law, stepchild, grandchild, brother, sister, brother-in-law or sister-in-law of the employee. In the event of an OAC student death, up to one full day may be granted for staff in the student's current classroom to attend the funeral/memorial/visitation.
- F. The undersigned parties do hereby agree that, irrespective of Article XVI, Section C (above), the District shall, upon application for same, continue to contribute its normal obligation towards health care benefits (as provided in Article XXII) for those employees on unpaid leave necessitated by a circumstance to which Workers' Compensation has been determined as applicable. However, the District shall in no way be so obligated for more than one (1) month beyond the month in which the injury occurred. Upon written application, an extension not to exceed three (3) additional months may be granted by the Superintendent. If an employee continues group health care benefits at his/her own expense during an unpaid leave with respect to which a Workers' Compensation claim is pending (but has not yet been determined as applicable), and if the claim is ultimately determined to be compensable under Workers' Compensation, then the District will reimburse the employee for its share of the group health care benefit premiums having been paid by the employee during the period not exceeding that prescribed above (i.e. one (1) month subject to possible extension for three (3) additional months).

ARTICLE XVII

VACATIONS AND HOLIDAYS

- A. Aides electing to work the longer (if more than one) summer program earn a Cash Incentive per the following schedule:

<u>Seniority</u>	<u>Summer Cash Incentive</u>
2-5 years	\$150.00
6-10 years	\$300.00
11+ or more years	\$750.00

Aides who work less than the total number of days during the longer summer program are not eligible for this benefit. For purposes of this benefit, any compensable day (paid vacation, personal or sick) is considered a day worked. An “unpaid day” is considered a day not worked.

Cash Incentives will be paid *automatically* in the pay period following the conclusion of the summer program or at the beginning of the school year following the summer worked, whichever is sooner.

- B. To be eligible for the Summer Cash Incentive, bargaining unit members must be regular employees who have completed one (1) or more years of continuous employment since their last hiring date. For vacation credits, years of seniority must be as a year round and not as school year aides.

Holidays:

1. All Bargaining Unit Members working the week of the 4th of July shall be paid for the 4th of July, provided the Summer Program is in session on the week in which July 4th occurs, and July 4th would have otherwise been a working day.

ARTICLE XVIII

WAIVER

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

ARTICLE XIX
CONTINUITY OF OPERATIONS

The Association and District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption to the detriment of the children or the educational process in the Ottawa Area Center. Failure or refusal on the part of any employee to comply with the provisions of this Article may result in disciplinary action as deemed necessary by the District.

The Association accepts full responsibility and shall be liable for all illegal work stoppages during the life of this Agreement as herein above described for which it can be demonstrated in a court of law that they authorized, instigated, caused, aided, encouraged, ratified or condoned.

ARTICLE XX
GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract.
- B. The Association shall designate one representative to handle grievances when requested by the grievant. The District hereby designates the principal to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term “days” as used herein shall mean days in which school is in session.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsections of this contract alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested.
- E. **Level One** - An employee alleging a violation of the express terms of this contract, shall, within ten (10) days of the alleged violation(s) occurrence, or such date as the employee should have reasonably become aware of the alleged violation, orally discuss the grievance with the principal in an attempt to resolve same.

If no resolution is obtained within three (3) days after the oral discussion with the principal, the employee shall, within five (5) days of such oral discussion, reduce the grievance to writing and deliver it to the principal. If the employee does not receive an answer within five (5) days thereafter, or if the written answer is unacceptable, the employee shall within ten (10) days of the date on which the written grievance was submitted to the principal, file the grievance at Level Two.

A copy of the written decision of the principal shall be forwarded to the Superintendent of Schools for permanent filing.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the

Article XX, Grievance Procedure (continued)

grievance. Within five (5) days of the discussion, the Superintendent or his designated agent, shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, and the principal and place a copy of the same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing the written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board of Education shall allow the employee or the Association representative an opportunity for a private hearing at their next regular meeting to the extent permitted by the Open Meetings Act, MCLA 15.261 et. seq. Within fifteen (15) days from the hearing of the grievance the Board shall render its decision in writing. The Board of Education may hold future hearings therein, may designate one or more of its members to hold future hearings therein, or otherwise investigate the grievance provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board of Education more than fifteen (15) days after the initial hearing.

A copy of the written decision of the Board of Education shall be forwarded to the Superintendent for permanent filing, the principal, the grievant, and the secretary of the Association.

Level Four - Individual employees shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board has been rendered refer the matter for arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employee, 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.

Article XX, Grievance Procedure (continued)

4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He shall not hear any grievance barred from the scope of the grievance procedure.
 - c. Where no financial 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 award punitive damages.
 - d. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
 - e. He shall have no power to change any practice, policy or rule of the District nor substitute his judgment for that of the District as to the reasonableness of any such practice, policy, rule or action taken by the district unless such practice, policy, rule or action of the District is in violation of this Agreement.
 - f. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide.
 - g. Not more than one grievance may be considered by the arbitrator at one time except by mutual consent.
 - h. The arbitrator shall not interpret state or federal statutes.
- F. The fees and expenses of the arbitrator shall be equally shared between the parties.
- G. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the District (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- H. All preparation, filing, presentation or consideration of grievance shall be held at times other than when an employee or participating Association representative are to be at their assigned duty stations. Upon receipt of adequate advance notice, the District will release from work employees to be called as witnesses in a grievance arbitration hearing. Any loss of pay or leave time incurred by any such witness, however, shall be borne by the party (i.e. District or Association) requesting the employee's release.
- H. The time limits provided in this Article shall be strictly observed but may be extended by

Article XX, Grievance Procedure (continued)

written agreement of the parties.

- J. The following matters shall not be subject to the grievance procedure:
 - 1. Failure to re-employ a probationary employee.
 - 2. Any claim or complaint in which the employee has initiated remedial procedures via a forum established by law or by regulation having the force of the law.
- K. All copies of formal grievance shall be filed separately from the personnel records of the participants.

ARTICLE XXI
COMPENSATION

- A. The basic pay of employees covered by this Agreement are incorporated into a daily wage schedule as represented in Appendix A. Employees less than full time will be prorated. Employees will be paid on an hourly basis.
- B. When an employee is required by his/her supervisor to use his/her own automobile for the District's business, including requested participation in Special Olympics and 4-H, he/she shall be paid mileage at the maximum rate allowed (without taxable consequences) by the I.R.S. for all such required use; provided, however, that any changes in the mileage rate need only be made at such time as changes are made for any other employee group. To be reimbursed, employees must submit a mileage reimbursement request detailing, at a minimum, date and time of use, number of miles driven and the purpose of the trip. Such request must be filed within one (1) week following use of the automobile.
- C. All employees required by the District to attend training sessions, conferences, conventions or schools shall be paid approved expenses and shall suffer no loss of pay.
- D. Any physical or psychiatric examination an employee is required by the District to take shall be at the expense of the District and may be by a physician appointed by the District.
- E. When a bargaining unit member works as a substitute in the summer, he/she shall be paid at his/her regular rate of pay.
- F. It is agreed that any person hired before February 1 will move to step 2 on the following September. People hired on February 1 or after that date will remain on step 1 during the following year.
- G. Base Pay Increase:
2011-2012
 - Compensation Group I – 0%
 - Compensation Group II – 0%
2012-2013
 - Compensation Group I – 0%
 - Compensation Group II – 0%
- H. Board Directed Tax Sheltered Annuity (TSA)
2011-2012
 - Compensation Group I - \$0
 - Compensation Group II - \$2,000
2012-2013
 - Compensation Group I - \$500
 - Compensation Group II - \$2,000

ARTICLE XXII

FRINGE BENEFITS

Employees Hired as of September 1, 2007 (Comp Group I):

For the period September 1 – December 31, 2011

A. For regular full-time Aides (i.e., those regularly scheduled to work 35 or more hours per week and 180 or more days per school year) the District shall, upon appropriate application by the employee and approval by the insurance company (where applicable), contribute toward the cost of the following benefit options:

1. (a) Group Health Insurance (or Annuity Alternate): 100% of the monthly premium cost of full family, self and spouse, or single subscriber, (whichever is applicable), per the attached option schedule.

- or -

(b) Aides eligible for but not electing said group health insurance coverage shall be entitled to a cash benefit, paid monthly, per the attached schedule.

2. (a) Group Dental Insurance (or Annuity Alternate): 100% of the monthly premium cost of full family or single group dental insurance, per the attached schedule.

- or -

(b) Aides eligible for but not electing said group dental insurance coverage shall be entitled to a cash benefit, paid monthly, per the attached schedule.

(c) Aides who are eligible for and elect group dental insurance coverage, but who are not eligible for 100% District paid group dental insurance coverage on a full family or self and spouse basis, may elect to add (at their own expense) group dental insurance coverage for their eligible dependents; and, in such event, the cost of such dependent coverage shall be paid by the employee by payroll deduction or otherwise.

B. For regular full-time Aides who make a written commitment no later than June 1 to work the total number of days during the long summer program, a \$100 cash benefit will be provided at the conclusion of the summer program. This can be used to purchase up to full-family vision insurance or taken as cash.

For the period January 1, 2012 – June 30, 2012

The district will contribute \$6,000 (equivalent to \$12,000 annually) toward the cost of the selected health insurance benefits through a Cafeteria Plan. Any amount not utilized by the employee to pay for non-taxable benefits will be treated as cash.

For the period July 1, 2012 – June 30, 2013

The district will contribute \$11,500 toward the cost of the selected health insurance benefits through a Cafeteria Plan. Any amount not utilized by the employee to pay for non-taxable benefits will be treated as cash.

Employees hired after September 1, 2007 (Comp Group II):

Effective July 1, 2011

- C. The District will provide a \$6,300 annual cash benefit, paid out monthly, which can be used to purchase medical, dental or vision insurance, or taken as cash.

Compensation Groups I & II:

- D. Group Life Insurance: 100% of the monthly premium cost for group term life insurance coverage in the amount of \$15,000, with AD&D, from a carrier of the Board's choosing.
- E. Group Long Term Disability Insurance: 100% of the monthly premium cost for group long term disability insurance (S.E.T. Policy #G 5050.5 or equivalent). This policy shall provide 90 calendar day waiting period, 70% benefit level. The covered employee shall be responsible for the first 30 calendar days of illness/disability, with the Board as employer providing additional sick days for coverage through the 89th calendar day.
- F. Subject to the terms and provisions of this Agreement, eligible employees shall elect (in writing) the insurance (or other benefit) option they desire during open enrollment each year. Thereafter, for the remainder of the year (including any subsequent summer session), such employees shall not be allowed to change their insurance (or other benefit) option election; provided, however, that an eligible employee may change to a group health insurance option if he/she loses medical coverage under another group medical plan. As a condition of allowing any such change, however, the District may require reasonable verification of the fact that the employee is no longer covered under another group medical plan.
- G. Any member of the bargaining unit (and/or of a bargaining unit member's family) who is covered by other group medical coverage similar to the group health insurance described above, shall not be eligible for group health insurance at District expense under the provisions of this Article. The determination of similar medical coverage shall be the decision of the District; provided, however, that any disagreement with such decision may be processed as a grievance, pursuant to the grievance procedures prescribed in this Agreement.
- H. Part-Time Aides/Insurance Benefits: Group insurance benefits for regular part-time Aides (i.e., those regularly scheduled for less than 35 hours per week or less than 180 days per school year) shall be prorated based upon their scheduled work week - as follows:
- Less than 15 hours per week - none.
 - 15 hours or more per week - for health and life - prorated based upon scheduled work week.

- 20 hours or more per week - for dental and long term disability - prorated based on scheduled work week.
- I. Any and all group insurance benefit costs in excess of the contributions (as provided in this Article) to be made by the District shall be timely (i.e., in advance) paid by the covered employees, on behalf of themselves and their covered and eligible dependents, through payroll deduction.
- J. Any and all group insurance benefits provided pursuant to this Agreement are subject to the availability of such coverage and to all such terms, conditions and/or limitation (including but not limited to minimum eligibility requirements) as may be prescribed by any such plan(s) or policy(ies) of insurance. The District's responsibility with respect to any such group insurance benefits is limited to the payment of its share of the cost of such insurance benefits on behalf of eligible employees. With respect to the various group insurance provisions of this Article, wherever the phrase "or equivalent" is used in connection with a particular group insurance program, the District will not change group insurance plans or carriers without first consulting with the Association and unless it is also changing such plans or carriers with one or more other District employee groups.
- K. Commencement/Termination of Coverage: Group insurance coverage pursuant to this Article, for eligible employees, commences, continues, or terminates as follows:
1. New hire at beginning of school year:
 - Coverage starts on the first day of work.
 2. New hire during school year:
 - Coverage starts on the first day of the month following the first day of work.
 3. Unpaid leave of absence for more than twenty (20) work days, (unless otherwise expressly and specifically provided in this Agreement):
 - District contributions toward the cost of coverage stop at the end of the month during which the last day of work or paid leave occurs, and resume the first day of the month following the month in which the employee returns to work.
 4. Terminations:
 - District contributions toward the cost of coverage stop at the end of the month during which the last day of work occurs.
- L. Employees who become ineligible for continuation of group insurance benefits provided by the District, through termination of employment or otherwise, may have continuation rights or conversion privileges, at their own expense, pursuant to the provisions of "COBRA" (in the case of health insurance) or the provisions of other policies. Any employee desiring to continue or convert such coverage, at their own expense, must arrange to do so promptly (before any such rights or privileges are lost.)

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A. This represents the full and complete commitments between both parties and may be altered, added to, deleted from or modified only through voluntary, mutual consent of the parties in written and signed amendments to this Agreement.
- B. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.
- C. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall be null and void except to the extent required by law, but all other provisions or applications shall continue in full force and effect. Representatives of the Association and District shall meet with the intent to agree to replacement language.
- D. Copies of this Agreement shall be printed at the expense of the District within (30) days of the signing of the Agreement and presented to all employees.

ARTICLE XXIV
VOLUNTARY JOB SHARING

- A. Two (2) bargaining unit members may, with prior written approval by the District's administration, share a position which either of them holds alone; provided, however, that any such job sharing shall be subject to all of the following terms and conditions:
1. The unit member shall notify the president of their desire to job share by April 25, and the president shall notify the rest of the unit members within 5 working days. The member interested in sharing the position shall notify the member wishing to share their position within 5 working days.
 2. The shared time position will be made up of 2 bargaining unit members. If no one from the unit is interested, then the bargaining unit member can go outside the unit to share the position.
 3. No job sharing request or approval shall be for a period longer than one (1) year at a time.
 4. Administrative approval or disapproval of any job sharing request shall be in the sole discretion of the Superintendent (or his designee).
 5. Job sharing requests must be made in writing, and must be given to the Director on or before May 10th for the following year.
 6. The District shall receive the same number of hours of service it would receive if the position was filled by one (1) person. The working hours will be split between the two (2) employees in a manner approved in writing by both the participating employees and the administration prior to final job sharing approval.
 7. Each participating employee shall be paid for the hours which he/she works, and each such employee shall be paid on the experience step which he/she would be entitled to if employed on a full-time basis. Participating employees shall not, by reason of such job sharing, be denied such advancement on the wage schedule to which they would otherwise be entitled during the following school year.
 8. Each participating employee shall receive fringe benefits on a prorated basis, based on his/her respective share of the position being split; provided, however, that the District shall not be obligated to pay or provide more fringe benefits than would be required if the shared position was filled by one (1) person; and provided further, that each participant shall remain subject to any eligibility requirements of this Agreement and/or of any applicable insurance policy or program. The proration of such fringe benefits shall be reviewed by the participating employees and by the Superintendent (or his designee) prior to final job sharing approval.

Article XXIV, Voluntary Job Sharing (continued)

9. Seniority will be prorated based on each participant's hours of work in relation to full-time status.
 10. During the first school year of any job sharing arrangement, each participating employee shall have for the following school year the option to return to his/her previous position if that position is available; provided, however, that any such participating employee must notify the Director (in writing), on or before May 1st, of his/her desire to do so. Thereafter, if the job sharing arrangement continues into the second school year, each participating employee shall have the right to return to full-time status in accordance with paragraph number 12 below.
 11. Neither participant in a job sharing arrangement may exercise his/her seniority rights to displace the other participant from any portion of the shared position.
 12. After the termination of a shared-time assignment, the participating employees may apply for any vacancies that may be available. If no vacancies are available, said employees may displace the least senior full-time person(s) in the unit. Displacement will occur only if the least senior person has less seniority than the employee requesting full-time employment. When the job share is terminated, the position will be posted as a full-time position.
 13. In the event one of the job sharing employees leaves the employment of the District during the course of the school year, for any reason, the other employee shall automatically assume full-time status in the position being shared for the remainder of that school year. This provision may be waived upon the written approval of the District's administration.
- B. Except as altered or modified in this Article, all other articles of this Agreement shall remain in full force and effect.

ARTICLE XXV

REGULARLY EMPLOYED SUBSTITUTE AIDES

A regularly employed substitute aide shall be defined as either an individual who is hired as a substitute for a full time aide on leave of absence and has worked 12 or more consecutive weeks or as an individual who is hired to fill a vacancy and has worked 12 consecutive weeks during the school year.

The following terms and conditions will apply to regularly employed substitute aides:

1. Will be hired on a substitute basis.
2. Experience credit toward wages, but not seniority, will be granted for working a full year.
3. Benefits as defined in Article XXII and Article XVII will be granted after obtaining regularly employed substitute status.
4. In the case of a leave of absence, there is no posting requirement unless the position is vacated by the employee on leave.
5. A regularly employed substitute aide as defined above, who has filled a full time position, shall be considered for a permanent position if it has not been filled from within the Bargaining Unit.
6. Any regularly employed substitute Aide who works at least one full year and is subsequently hired for a permanent position shall be given seniority credit for the time employed as a substitute Aide.

ARTICLE XXVI

TUITION REIMBURSEMENT

The Intermediate District will reimburse the cost of tuition for coursework related to a program of study leading to a degree or certification in special education, social work, or a related degree such as occupational, speech or physical therapy with the following conditions:

1. Appropriate course work must be pre-approved, by class, by administration. While approval should be sought prior to the start of the class, exception will be made for situations outside of the staff member's control, as long as the class meets the criteria for reimbursement.
2. Total reimbursement is limited to the total dollar amount derived by averaging the tuition rates, per semester hour, for GVSU, WMU, and FSU and multiplying by three (3). Costs for tuition and related course or admission fees are eligible for reimbursement up to the dollar limit. Expenses incurred for books, transportation/parking or late registration are not eligible for reimbursement.
3. Claim for reimbursement will be submitted with expense report after successful completion of course. A copy of the transcript or passing grade report showing course credit, and evidence of actual cost (itemized college billing statement) must accompany submission of claim. Other proof of successful completion may be accepted by the administration until transcripts and/or grade reports are available for submission. Under no circumstances will the District pay for the same course twice for the same employee.
4. No reimbursements will be granted by the Intermediate District if tuition and/or fees were covered by some other grant or fellowship.
5. Reimbursement will be prorated for part time employees.
6. The tax liability for any reimbursement tuition expense is the responsibility of the employee.

ARTICLE XXVII
EMERGENCY MANAGER

Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an Emergency Manager.

ARTICLE XXVIII

DURATION

This Agreement shall be effective upon ratification by all parties and shall continue in full force and effect until June 30, 2013.

IN WITNESS WHEREOF, the parties have executed this Agreement, by their duly authorized representatives, this 13 day of March, 2012.

For the Association:

For the District

Appraire Ahrens

Sam F. DiMeo

Cristine Walters

Darrie Burkett

OAC AIDES SALARY SCHEDULE YEAR 1: 2011/12

Base Salary:	\$9.64
Hours per Day	7
Days per Year	192

Annual Salary:	\$12,955
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Step	Index	Rate	Annl Salary
1.00	1.00	9.64	12,955
1.50		9.88	13,279
2.00	1.05	10.12	13,603
2.50		10.36	13,927
3.00	1.10	10.60	14,251
3.50		10.85	14,575
4.00	1.15	11.09	14,899
4.50		11.33	15,222
5.00	1.20	11.57	15,546
5.50		11.81	15,870
6.00	1.25	12.05	16,194
6.50		12.29	16,518
7.00	1.30	12.53	16,842
7.50		12.77	17,166
8.00	1.35	13.01	17,490
8.50		13.26	17,813
9.00	1.40	13.50	18,137
9.50		13.74	18,461
10.00	1.45	13.98	18,785
10.50		14.22	19,109
11.00	1.50	14.46	19,433
11.50		14.70	19,757
12.00	1.55	14.94	20,081
12.50		15.18	20,404
13.00	1.60	15.42	20,728
13.50		15.70	21,103
14.00	\$750		21,478
14.50			21,478
15.00	\$0		21,478
15.50			21,478
16.00	\$0		21,478
16.50			21,478
17.00	\$0		21,478
17.50			21,478
18.00	\$0		21,478
18.50			21,478
19.00	\$0		21,478
19.50			21,853
20.00	\$750		22,228

OAC AIDES SALARY SCHEDULE YEAR 2: 2012/13

Base Salary:	\$9.64
Hours per Day	7
Days per Year	192

Annual Salary:	\$12,955
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Step	Index	Rate	Annl Salary
1.00	1.00	9.64	12,955
1.50		9.88	13,279
2.00	1.05	10.12	13,603
2.50		10.36	13,927
3.00	1.10	10.60	14,251
3.50		10.85	14,575
4.00	1.15	11.09	14,899
4.50		11.33	15,222
5.00	1.20	11.57	15,546
5.50		11.81	15,870
6.00	1.25	12.05	16,194
6.50		12.29	16,518
7.00	1.30	12.53	16,842
7.50		12.77	17,166
8.00	1.35	13.01	17,490
8.50		13.26	17,813
9.00	1.40	13.50	18,137
9.50		13.74	18,461
10.00	1.45	13.98	18,785
10.50		14.22	19,109
11.00	1.50	14.46	19,433
11.50		14.70	19,757
12.00	1.55	14.94	20,081
12.50		15.18	20,404
13.00	1.60	15.42	20,728
13.50		15.70	21,103
14.00	\$750		21,478
14.50			21,478
15.00	\$0		21,478
15.50			21,478
16.00	\$0		21,478
16.50			21,478
17.00	\$0		21,478
17.50			21,478
18.00	\$0		21,478
18.50			21,478
19.00	\$0		21,478
19.50			21,853
20.00	\$750		22,228



Ottawa Area ISD

Each Active Employee not choosing Plan II as defined in the OAISD Employee Benefit Schedule adopted by the OAISD Board of Education

Dental Plan with ADN and Incentive Plan

Benefits-at-a-Glance

This is intended to be an-easy-to-read summary.

Note: Your plan includes access to the ADN dental network. Dentists in this network provide discounted services and agree to accept ADN prices as full payment for services. You can find ADN dentists at www.adndental.com. Your benefit levels are the same regardless of whether you are in or out of network.

Basic Benefits	In-Network	Out-of-Network
Examination* – includes initial and periodic 2 per member per benefit year*	Covered - 60% ADN price	Covered - 60% R&C★
Cleaning* – adult, and child 2 per member per benefit year*	Covered - 60% ADN price	Covered - 60% R&C★
Flouride* – to age 18 2 per member per benefit year*	Covered - 60% ADN price	Covered - 60% R&C★
Restorative-Fillings*	60% ADN price★	60% R&C★
Oral Surgery*	60% ADN price★	60% R&C★
Endodontics*	60% ADN price★	60% R&C★
Periodontics*	60% ADN price★	60% R&C★
Inlays, Onlays, Crowns, Post/Cores and Repairs*	60% ADN price★	60% R&C★
Lifetime Deductible	\$50	\$50

Major Benefits

Bridges and Repairs	60% ADN price★	60% R&C★
Dentures	60% ADN price★	60% R&C★
Annual Deductible	\$50	\$50

Annual Maximum

\$1,000 per person per benefit year for basic and major services combined.

Orthodontic Services

Payment @	60% ADN price★	60% R&C★
Deductible	\$50	\$50
Lifetime maximum	\$1,500	\$1,500

To Age 19

Adult Orthodontic coverage – no age limit

Benefit year for this plan is January 1 through December 31.

★ The plan will pay the ADN approved amount to the dentist for the eligible services. You are responsible for the co-payment and/or deductible amount as identified in the benefit summary

★ The plan will pay the Reasonable and Customary (R&C) amount to the dentist for the eligible services. You are responsible for the co-payment and/or deductible amount as identified in the benefit summary. Any remaining balance in excess of the R& C amount is your responsibility.

•An Incentive Plan is incorporated in this benefit. The Benefit Level will begin at 60% on selected basic services for the first year, then increase 10% each succeeding benefit year, to a maximum of 100%, provided you visit the dentist at least once during the calendar year for a regular exam and/or cleaning.

Your Plan Includes: Options A, D, F, & H

Option A:	covers bridge and/or denture work for new or existing insured if the missing teeth were extracted prior to the effective date of the service contract (only exception is congenitally missing teeth);
Option D:	Inlays, Onlays, and Crowns (Post/Cores and Repair) move to the Basic services and are covered accordingly;
Option F:	covers orthodontia started prior to the effective contract date; and
Option H:	allows 30 days after termination date for completion of work started before termination.



Ottawa Area ISD

Each Active Employee not choosing Plan I as defined in the OAISD Employee Benefit Schedule adopted by the OAISD Board of Education

Dental Plan with ADN and Incentive Plan

Benefits-at-a-Glance

This is intended to be an-easy-to-read summary.

Note: Your plan includes access to the ADN dental network. Dentists in this network provide discounted services and agree to accept ADN prices as full payment for services. You can find ADN dentists at www.adndental.com. Your benefit levels are the same regardless of whether you are in or out of network.

Basic Benefits	In-Network	Out-of-Network
Examination* – includes initial and periodic 2 per member per benefit year*	Covered - 60% ADN price	Covered - 60% R&C★
Cleaning* – adult, and child 2 per member per benefit year*	Covered - 60% ADN price	Covered - 60% R&C★
Flouride* – to age 18 2 per member per benefit year*	Covered - 60% ADN price	Covered - 60% R&C★
Restorative-Fillings*	60% ADN price★	60% R&C★
Oral Surgery*	60% ADN price★	60% R&C★
Endodontics*	60% ADN price★	60% R&C★
Periodontics*	60% ADN price★	60% R&C★
Inlays, Onlays, Crowns, Post/Cores and Repairs*	60% ADN price★	60% R&C★
Lifetime Deductible	\$0	\$0

Major Benefits

Bridges and Repairs	70% ADN price★	70% R&C★
Dentures	70% ADN price★	70% R&C★
Annual Deductible	\$0	\$0

Annual Maximum

\$1,500 per person per benefit year for basic and major services combined.

Orthodontic Services

Payment @	70% ADN price★	70% R&C★
Deductible	\$0	\$0
Lifetime maximum	\$2,000	\$2,000

To Age 19

Adult Orthodontic coverage – no age limit

Appendix B, Vision - Compensation Group I

September 1 - December 31, 2011

SET/UnitedHealthcare Vision Plan 1 Benefits-at-a-Glance

This is intended to be an-easy-to-read summary. The group policy is the governing document.

In-Network Benefits - \$20 Exam and \$50 materials copays and patient options are paid to the network provider by the plan participant. Exams, lenses and frames are covered once every 12 months from last date of services.

***Frame Benefit** – with UHCV’s frame benefit, all frames with a \$25 wholesale cost or less are covered-in-full at private practice providers. For any frame with a wholesale cost greater than \$25 at private practice providers, the participant only pays the difference between the wholesale cost of the frame and the \$25 allowance. Plan participants receive a maximum \$70 frame allowance for frames purchased at retail chain providers.

****Covered Lenses** - options include standard progressives, scratch resistant coating, tints and UV.

*****Contact Lenses** - are provided in lieu of spectacle lenses and frames. UHCV’s contact lens benefit covers in-full (after applicable copay) the fitting/evaluation fees, contacts (disposable contacts/up to 4 boxes, depending on prescription and plan selected), and up to two follow-up visits. A \$105 allowance is applied toward the fitting/evaluation fees and purchase of contact lenses outside of UHCV’s covered-in-full contacts (materials copay does not apply). Toric, gas permeable, and bifocal contacts are all examples of contacts that are outside of our covered-in-full section.

******Necessary Contact Lenses** – are determined at the provider’s discretion for one or more of the following conditions: Following cataract surgery; To correct extreme vision problems that cannot be corrected with spectacle lenses; With certain conditions of anisometropia; With certain conditions of keratoconus.

Basic Benefits – Once Every 12 Months	Employee Copay	Plan Pays In-Network
Eye Examination	\$20.00	100%
Eye Glasses - *Frames **Lenses - (Single Vision, Bifocal, Trifocal & Lenticular)	\$50.00	See Descriptions
***Elective Contact Lenses Covered-in-full contacts All other elective contacts	\$50.00	100% Up to \$105.00
****Necessary Contact Lenses	\$50.00	100%

Out-of-Network Benefits – The plan participant pays full fee to the provider and United Healthcare Vision (UHCV) reimburses the participant for services rendered up to maximum allowance. There are no copays or deductibles. If you visit an out-of-network provider, you will need to send your itemized receipts, with primary-insured’s unique identification number and the patient’s name and date of birth, to:

UnitedHealthcare Vision
Claims Department
P.O. Box 30978
Salt Lake City, UT 84130
www.myuhcspecialtybenefits.com

Basic Benefits – Once Every 12 Months	Out-of-Network Reimbursement
Eye Examination	Up to \$32.00
Single Vision	Up to \$42.00
Bifocal	Up to \$48.00
Trifocal	Up to \$60.00
Lenticular	Up to \$72.00
Frames	Up to \$50.00
Elective Contact Lenses Covered-in-full contacts All other elective contacts	Up to \$100.00 Up to \$100.00
Necessary Contact Lenses	Up to \$100.00

Receipts for services and materials purchased on different dates must be submitted at the same time to receive reimbursement. Receipts must be submitted within 12 months of the date of service.

†Benefit year for this plan is January 1 through December 31.

★ The plan will pay the ADN approved amount to the dentist for the eligible services. You are responsible for the co-payment and/or deductible amount as identified in the benefit summary

★ The plan will pay the Reasonable and Customary (R&C) amount to the dentist for the eligible services. You are responsible for the co-payment and/or deductible amount as identified in the benefit summary. Any remaining balance in excess of the R& C amount is your responsibility.

•An Incentive Plan is incorporated in this benefit. The Benefit Level will begin at 60% on selected basic services for the first year, then increase 10% each succeeding benefit year, to a maximum of 100%, provided you visit the dentist at least once during the calendar year for a regular exam and/or cleaning.

Your Plan Includes: Options A, D, F, & H

Option A:	covers bridge and/or denture work for new or existing insured if the missing teeth were extracted prior to the effective date of the service contract (only exception is congenitally missing teeth);
Option D:	Inlays, Onlays, and Crowns (Post/Cores and Repair) move to the Basic services and are covered accordingly;
Option F:	covers orthodontia started prior to the effective contract date; and
Option H:	allows 30 days after termination date for completion of work started before termination.

\$250/\$500 Deductible Plan



PPO Versatile Plan 3 with RX Plan 6 Benefits-at-a-Glance WmHIP

The information in this document is based on BCBSM's current interpretation of the Patient Protection and Affordable Care Act (PPACA). Interpretations of PPACA vary and the federal government continues to issue guidance on how PPACA should be interpreted and applied. Efforts will be made to update this document as more information about PPACA becomes available. This BAAG is only an educational tool and should not be relied upon as legal or compliance advice. Additionally, some PPACA requirements may differ for particular members enrolled in certain programs, and those members should consult with their plan administrators for specific details.

	In-Network	Out-of-Network
Deductible, Copays/Coinsurance and Dollar Maximums		
Deductible - per calendar year	\$250 per member \$500 per family	\$ 500 per member \$1,000 per family
Copays/Coinsurance • Fixed Dollar Copays	\$20 copay for: • Office visits • Urgent Care visits \$25 copay for: • Non-emergency visits in ER	\$25 copay for: • Non-emergency visits in emergency room
• Percent Coinsurance	10%	30% Note: Services without a network are covered at the in-network level.
Out-of-Pocket Maximum – per calendar year • Percent Coinsurance <i>Excludes Deductible</i>	\$1,000 per member \$2,000 per family	\$2,000 per member \$4,000 per family
Lifetime Maximum	Unlimited	

Preventive Services

Health Maintenance Exam – beginning age 16, one per calendar year; includes related X-rays, EKG, and lab procedures performed as part of the physical exam	Covered – 100%	Not Covered
Annual Gynecological Exam - one per calendar year	Covered – 100%	Not Covered
Pap Smear Screening – one per calendar year; laboratory services only.	Covered – 100%	Not Covered
Prostate Specific Antigen (PSA) Screening - one per calendar year.	Covered – 100%	Not Covered
Fecal Occult Blood Test – one per calendar year	Covered – 100%	Not Covered
Endoscopic Exams – one per calendar year	Covered – 100%	Not Covered
Well-Baby and Child Care - through age 15; 6 visits birth through age 1, 2 visits per year age 2 through 3, 1 visit per year age 4 through 15	Covered – 100%	Not Covered
Immunizations - pediatric and adult	Covered – 100%	Not Covered
Hearing Exam – one per calendar year	Covered – 100%	Not Covered
Colonoscopy – routine or medically necessary	100% for routine colonoscopy (no deductible or copay) Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay.	80% after out-of-network deductible
One routine colonoscopy per member per calendar year		
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay.	80% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
One per member per calendar year		

Physician Office Services

Office Visits Includes: <ul style="list-style-type: none"> • Primary Care Physicians and Specialists • Presurgical consultations • Initial visit to determine pregnancy 	Covered – 100% after \$20 copay One copay applies to the office visit exam and all services performed during the office visit (e.g., lab, x-rays, etc.)	Covered – 70% after deductible
Urgent Care Visits	Covered – 100% after \$20 copay	Covered – 70% after deductible

Emergency Medical Care

Hospital Emergency Room Qualified Medical Emergency & First Aid Services	Covered – 90% after deductible	Covered – 90% after deductible
Non-Emergency use of the Emergency Room	Covered - \$25 copay then 90% after deductible	Covered - \$25 copay then 90% after deductible
Ambulance Services – medically necessary transport	Covered – 90% after deductible	Covered – 90% after deductible

Diagnostic Services

MRI, MRA, PET and CAT Scans and Nuclear Medicine	Covered – 90% after deductible	Covered – 70% after deductible
Independent Laboratory	Covered – 100%, deductible waived	Covered – 70% after deductible
Other Diagnostic Tests, X-rays, Laboratory & Pathology	Covered – 90% after deductible	Covered – 70% after deductible
Radiation Therapy	Covered – 90% after deductible	Covered – 70% after deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – 90% after deductible	Covered – 70% after deductible
Delivery and Nursery Care	Covered – 90% after deductible	Covered – 70% after deductible

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 90% after deductible	Covered – 70% after deductible
	Unlimited days	
Inpatient Medical Care	Covered – 90% after deductible	Covered – 70% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 70% after deductible

Alternatives to Hospital Care

Skilled Nursing Facility	Covered – 90% after deductible	Covered – 90% after deductible
	Limited to 120 days per calendar year	
Hospice care – must be provided through a participating hospice program	Covered – 90% after deductible	Covered – 90% after deductible
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home Health Care	Covered – 90% after deductible	Covered – 90% after deductible

Outpatient Surgical Services

Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 70% after deductible
Dental surgery and related anesthesia for the removal of wisdom teeth	Covered – 90% after deductible	Covered – 70% after deductible
Voluntary Abortion	Not covered	Not covered
Voluntary Sterilization – <i>excludes reversal sterilization</i>	Covered – 90% after deductible	Covered – 70% after deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered - 100%	Not Covered
	Unlimited dollar maximum per transplant type	
Kidney, Cornea, Bone Marrow and Skin	Covered – 90% after deductible	Covered – 70% after deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	Covered – 90% after deductible	Covered – 70% after deductible
Inpatient Substance Abuse Care	Covered – 90% after deductible	Covered – 70% after deductible
Outpatient Mental Health Care	\$20 Co-pay for Office Visit**	Covered – 70% after deductible
Outpatient Substance Abuse Care	\$20 Co-pay for Office Visit**	Covered – 70% after deductible

** Mental health and substance abuse procedures that are the equivalent of an office visit (consultative services rendered in the physician's office) will be treated and processed like an office visit, subject to the fixed dollar office visit copay

Other Services

Cardiac Rehabilitation	Covered – 90% after deductible	Covered – 70% after deductible
Acupuncture – Performed by MD, DO and other select provider specialties	Covered – 90% after deductible	Covered – 70% after deductible
Allergy Testing and Therapy	Covered – 90% after deductible	Covered – 70% after deductible
Chiropractic Care	Covered – 90% after deductible	Covered – 90% after deductible
	Limited to 24 spinal manipulation visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy	Covered – 90% after deductible	Covered – 70% after deductible
	Limited to 60 combined visits per calendar year. Services are covered when performed in the outpatient department of the hospital, or approved freestanding facility. Physical therapy is also covered in an independent therapist's office.	
Durable Medical Equipment/Medical Supplies	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and Orthotic Appliances	Covered – 90% after deductible	Covered – 90% after deductible
Massage Therapy rendered by MD, DO, or Chiropractor	Covered – 90% after deductible	Covered – 70% after deductible
Hot/Cold Packs rendered by Chiropractor	Limited to 24 visits per calendar year	
Private Duty Nursing	Covered – 90% after deductible	Covered – 90% after deductible
Hearing Aids	Covered – 100% of approved amount. Hearing aid must be purchased from an approved hearing aid provider.	

Prescription Drugs

Retail – 34 day supply	<p>\$ 0 copay – OTC drugs (Only – Zyrtec, Zyrtec D, Prilosec, Claritin, Children's Claritin, Claritin RediTabs, and Claritin-D)</p> <p>\$10 copay – Generic drugs</p> <p>\$40 copay – Brand name drugs</p> <p>Prescriptions and refills obtained from a non-network pharmacy are reimbursed at 75% of the approved amount, less the member's copay.</p>
Mail Order - 90-day supply	<p>\$ 0 copay – OTC drugs (Only – Zyrtec, Zyrtec D, Prilosec, Claritin, Children's Claritin, Claritin RediTabs and Claritin-D)</p> <p>\$20 copay – Generic drugs</p> <p>\$80 copay – Brand name drugs</p>
Additional Services	
Oral & Injectable Contraceptives	Covered
Smoking Cessation Drugs	Covered
Weight Loss Drugs	Covered
Impotency Drugs	Covered – limited to 12 doses per month
Infertility Drugs	Covered

This is intended as an easy-to-read guide. It is not a contract. An official description of benefits is contained in applicable Blue Cross Blue Shield of Michigan coverage documents.