

MASTER CONTRACT

Between:

***Onaway Area Community Schools
Board of Education***

And

The Onaway Federation of Teachers

2012-2013

September 1, 2012 – June 30, 2013

Onaway Area Community Schools
Master Contract
(Teacher –Board)

DEFINITIONS

1. Day shall mean a school day for all purposes used in this Agreement unless specifically stated otherwise for purposes of expediting a process.
*For leave purposes, any portion less than one half of a day will be counted as one half day.
2. Duty-free shall mean “No work duties may be assigned to a teacher by the administration.”
3. Emergency shall be defined as “An unforeseen circumstance, arising unexpectedly, which calls for immediate action, which must be mutually agreed upon by the Superintendent and the OFT President.”
4. The term “teacher” when used hereinafter in this Agreement shall refer to all professional employees represented by the Federation in the bargaining or negotiating unit.
5. In the event the ballot initiative to restore collective bargaining rights passes, then all prohibited items from the 2010-12 contract will be restored as written in that contract.

DURATION

This Agreement shall be effective as of September 1, 2012 and shall continue in effect through the 30th day of June, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

All articles may be reopened only by the mutual consent of both parties during the duration of this contract.

WHEREAS the Board of Educations (as defined by school law) and the Onaway Federation of Teachers (OFT) recognize and declare that providing a quality education for the children of the Onaway area is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching staff, Board of Education and Administration;; and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Federation as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

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

ARTICLE I Recognition

- A. The Board hereby recognizes the Onaway Federation of Teachers as the exclusive and sole bargaining representative for all tenure and probationary teachers certificated by the Michigan State Board of Education, whether under contract, on leave, employed or to be employed by the Board, excluding: supervisory and executive personnel, substitute teachers and service and clerical employees.
- B. The Board agrees not to negotiate with any teachers' organization other than the Federation for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Federation if the adjustment is not inconsistent with the terms of this Agreement, provided that the Federation has been given an opportunity to be present at such adjustment.
- C. In the event of any legal action against the Employer, including individual members of the Board of Education, brought in a court or administrative agency because of its compliance with this Article, the Federation agrees to defend such action, at its own expense and through its own counsel provided: (1) The Employer gives timely notice of such action to the Federation and permits the Federation intervention as a party if it so desires, and; (2) The Employer gives full and complete cooperation to the Federation and its counsel in securing and giving evidence, obtaining witnesses, and make relevant information available at both trial and appellate levels.
- D. The Federation agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and cost imposed by final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article I, part D, including any liability for unemployment compensation paid under the Michigan Employment Security Act.

- E. Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MFTSA's MFT-sponsored programs (tax-deferred annuities, saving bonds, charitable donations, or any other plans or programs jointly approved by the Federation and Employer).

ARTICLE II
Teacher's Rights

- A. Pursuant to Act 397 of the Public Acts of 1965, the Board hereby agrees that every teaching employee of the Board shall have the right freely to organize, join and support the Federation for the purpose of engaging in negotiations and other concerted school contracted and related activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any right conferred by Act 397 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or terms or conditions of employment by reason of his membership in the Federation, the teacher's participation in any activities of the Federation, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its teaching employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- C. The Federation and its members shall have the right to use school building facilities before or after school hours when permission has been granted and the date placed on the school calendar. No teacher shall be prevented from wearing small insignia or pins as identification of membership in the Federation either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Federation and its members in the Onaway Teacher's Lounge.
- D. The Board agrees to make available to the Federation all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Federation in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with reasonable information which may be necessary for the Federation to process any grievance.

ARTICLE III

Board of Education Rights Clause

The Board, on it's own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested upon in it by the laws and the Constitutions of the State of Michigan and the United States of America, including but without limiting the generally of the foregoing, the right;

- A. To the executive management and administrative control of the school system and its properties and facilities, and the school contracted and related activities of its employees.
- B. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the board.
- C. To decide upon the name and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- D. To determine class schedules, the hours of instruction, and the duties and responsibilities, and the assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of school contracted and related employment.
- E. The exercise of the foregoing rights, authority, duties and responsibilities by the Board shall be subject to the provisions of Public Act 379 and the State Tenure Act, the laws and Constitution of Michigan, the laws and Constitution of the United States, and the specific provisions of this Agreement.

Article IV
Negotiations Procedure

- A. At least (60) sixty days prior to the expiration of this Agreement, the parties will begin negotiations of a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

- B. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Federation, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations subject only to ultimate ratifications.

Article V
Professional Provisions

- A. All teachers shall have a thirty (30) consecutive minute duty-free lunch period.
- B. When weather prevents students from going outdoors, the teacher will not be responsible for the supervision of the students in his/her classroom.
- C. Parent/Teacher Conferences & Time Schedules
 - 1. There will be two parent/teacher conferences each school year; according to the calendar at the times listed below:
 - Onaway Elementary – Thurs., 1-4 p.m. & 5-7 p.m.
 - Jr. & Sr. High – Thurs., 1-4 p.m. & 5-7 p.m.
 - 2. Special appointments will be scheduled as needed.
 - 3. A half-day for the purpose of record keeping shall be provided for all K-12 teachers at the end of each semester. Second semester grades may be submitted no later than two business days following the closing of school.
- D. Teaching Hours and Prep Time
 - 1. Teacher's in the elementary and secondary schools will report to work at 8:00 a.m. and end their day at 3:35 p.m. during which time they will be given at least 60 minutes of prep. No block of prep time will be less than 30 consecutive minutes.
 - 2. Prep time is defined as time to be used explicitly to:
 - a. Assess/evaluate student work;
 - b. Develop lesson plans;
 - c. Write classroom curriculum;
 - d. Make improvements to the teacher's instructional environment;
 - e. Provide support to students, as the teacher deems necessary.
 - 3. For each school year the calendar committee will create a calendar that meets the state requirement of student instruction time.
- E. On half-days school will be dismissed at 12:00 p.m.
- F. Telephone facilities shall be made available to teachers.
- G. The employer shall provide within each school at least one lounge-type area.
- H. Discrimination

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, or association with the activities of any employee organization. The Board and Federation pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and seek to achieve full equality of educational opportunity to all students.

I. School Calendar

The two page school calendar is attached as an addendum. The right to set the opening date of each school year is specifically reserved to the Board of Education. The Board does agree to negotiate with OFT representatives on other dates within the school calendar, and must abide with any jointly approved (administration and staff) proposal. The calendar committee shall be composed of no more than seven persons: up to three chosen by the Superintendent, up to three chosen by the President of the OFT, and one member of the support staff.

J. Each teacher shall have the right, upon request, to review the contents of their own personnel file. A representative of the Federation may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file must contain the following minimum items of information:

*Moved
here from
old Article
X, F*

1. All evaluation reports
2. Copies of annual salary agreements
3. A transcript of academic record

ARTICLE VI
Conditions

B. Transfers

1. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as they may have had under this Agreement prior to such transfer to supervisory or executive status.

C. Medical & Bereavement Leave/Sick Days

1. All teachers, absent from duty, shall be allowed fifteen (15) days per year; such days may be accumulated (if not used) to a maximum of 185 days.
2. Leave will be granted for:
 - a. Personal illness, quarantine, or certified disability;
 - b. Bereavement purposes for up to 3 additional days will be granted per occurrence for immediate family; and up to 1 day per year for other funeral. (These days are in addition to already granted sick days.)
 - c. Leave will be granted for personal doctor and dentist appointments, as well as doctor and dental appointments for spouse and/or dependents. All appointments, except emergencies, should be requested 24 hours in advance. If possible, teachers should attempt to schedule these appointments outside of the normal school day.
 - d. Other reasons (emergency) only as approved by the involved principal.
3. Staff will follow Will Sub procedures set up by administration for sick leave and pre-arranged absences. In the event Will sub is not functioning, all requests for absence should be directed to the building administrator. In the event Willsub substantially changes systems that create procedural issues, the board will agree to open negotiations to discuss this issue only. Every year, staff will be advised of the current telephone number, current website, and means to verify login/password to ensure smooth functioning of this process.
4. Teachers who use 3 or less sick days will be paid compensation at a rate of \$200 (total) in their last June paycheck.
5. The transfer of sick days from teacher to teacher will be allowed by the person requesting days contacting the OFT President to email a request to all staff. The donation of days will be the responsibility of each individual contacting the main office and directing the transfer of day(s) as specified by the donating teacher. The transfer of a sick day(s) does not constitute the use of a sick day(s) as for affecting the bonus. In order for the request to be initiated, all days of the requestor must be used up (including personal and compensation time). The request can be submitted with no more than 10 days left in the requestor's bank, but all of the requestor's days will be used prior to days being transferred.

D. Leave of Absence

1. Personal Days – Annually three (3) days may be used for personal days, the unused portion accumulating to not more than six days. For purposes of securing substitutes, teachers are to notify the building principal at least 72 hours in advance except in case of emergency. No personal day will be allowed during the first 5 days of the school year, semester exam week, the last five days of the

school year, Senior Exhibition Day, nor during parent teacher conference times, except in cases of emergency.

Personal days will be granted on a first come first served basis (see limit below), with tie breaking going to the teacher with the highest Seniority rank, for the day(s) prior to Thanksgiving, Christmas or Spring Breaks. No days will be accepted for requests off until the first day of the school year in which the teacher is requesting off. Each teacher can only be granted one of these days per year. Additionally, there can be no more than two people per building (El., M.S., H.S.) gone at one time.

No more than 6 staff members may use personal days at one time, unless a substitute can be found. Days will be allocated on a first come first served basis and does not include district business.

There will be a stipend of 80 dollars per day for unused personal days beyond (6) six or at the request of the teacher for beyond (3) personal days which will be paid automatically in the last June paycheck.

Additionally, teachers who call in sick during the restricted Personal Day usage days time must present documentation from a doctor indicating a doctor's visit. If the teacher does not present a doctors slip the next day, then the teacher will be docked two personal days. If two personal days are not left, the days will be deducted from sick days. If there aren't enough sick days, the staff member will lose all remaining sick days and then be docked 1/175th of their salary scaled appropriately. (If only a half of a sick day is left, a staff member will lose that ½ day and then 1/175th times 1½ days.)

2. Leave of absence with pay, not charged against the teacher's sick leave allowance, shall be granted for the following reasons:
 - a. Absence when a teacher is called for jury duty. Notice must be given as soon as possible. (The difference between fee allowed and daily salary based on 175 days).
 - b. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever a teacher is subpoenaed to attend any proceedings. Notice must be given as soon as possible. (The difference between fee allowed and daily salary based on 175 days).
 - c. Administrative-approved visitation at other schools, or for attendance of educational conferences or conventions.

3. Leave of absence without pay shall be granted provided:
 - a. A suitable replacement can be found;
 - b. The requesting teacher has completed three consecutive years of service in this system upon application and;
 - c. The teacher gives a reasonable advanced notice before the end of the school year. If a teacher has not returned by the agreed date, the teacher will forfeit all tenure and employment rights. Any teacher taking more than one semester leave of absence under this subsection (D 3) will not receive credit for an increment or for seniority accumulation; otherwise, salary improvements occurring during such period shall be allowed.

4. Leave of absence without pay shall be granted for the following purposes:
 - a. Study related to the teacher's license field;
 - b. Study to meet eligibility requirement for a license other than that held by the teacher;

- c. Other reason(s) or emergency as approved by the involved administrator. For any leave in this section (D 4. c.) to be granted, an approved substitute must be available (except in an emergency).
 - d. Teachers after each 4th consecutive year of service may be granted one-week leave of absence without pay for personal reasons. After one leave of absence has been taken, an additional 4 consecutive years of service must expire. The building principal must approve leave of absence. Leave will not accumulate; days must be consecutive and taken in one block.
 - e. For the purpose of serving as an officer of the Union. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as they would have been had they taught during the period. Notification of extension of leave shall be made in writing by July 15th of each year.
 - f. For the purpose of campaigning for, or serving in, a public office.
 - g. Other reason(s) or emergency as approved by the involved administrator. For any leave in this section (E 4. g.) to be granted an approved substitute must be available (except in emergency).
5. Pregnancy related leave.
- a. The teacher shall provide to the involved principal at least thirty (30) days prior to the anticipated birth of the child the following information:
 - i. Anticipated date of birth of the child;
 - ii. Date disability is to begin as certified by a medical doctor;
 - iii. Date of return as certified by a medical doctor.
 - b. A teacher may utilize accumulated sick leave during that period if the teacher's doctor certifies the teacher to be medically unable to work because of pregnancy or complications arising there from. The teacher agrees to provide the involved principal weekly certification of the continued disability. A teacher utilizing accumulated days shall upon termination of the certified disability immediately return to work.
6. Military leave of absence shall be granted to any teacher who shall be drafted for military duty into any branch of the armed forces of the United States pursuant to requirements of law. Teachers on military leave shall be given the benefit of any salary improvements that would have been credited to them had they remained in active service in the school system and/or as provided by Federal Regulations. "Failure to return on the agreed upon written date (except in case of emergency as determined by the principal and which must have advance submission or written proof) shall cause the teacher to forfeit all rights to job tenure and the job position itself, which shall immediately be declared open and posted as such."
- E. To receive compensation for prearranged non-contractually specified duties, the requesting teacher must submit a compensation form which includes the following: Name of the teacher, date of the service, time served, purpose of the service, and approval of teachers supervisor.
- F. All professional development will be kept track of on Willsub. Teachers are required to type up a description of the professional development under the appropriate section when filling out their Willsub request.

ARTICLE VII
Protection of Teachers

- A. The Board recognizes its responsibility to render support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will provide special help for the student.
- B. Any case of assault (either verbal or physical) upon a teacher shall be promptly reported to the involved principal, in writing by the involved teacher. The Administration will advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher unless the teacher is proven negligent. (Daily salary based on 175 days-benefits from Worker's Compensation).
- D. Any complaints directed toward a teacher shall be promptly (by the end of the next school day) called to the teacher's attention.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of students and property.
- F. Reprimands shall be delivered in private.

ARTICLE VIII
Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher's contracts. All individual teachers' contracts shall be made expressly subject to the terms of this Agreement and Board policies and shall be incorporated into and be considered part of the established policies of the Board.
- B. Original copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed. These copies shall be presented to all teachers as soon as possible and shall become their property. Maintaining the Master Agreement on disk will be the joint responsibility of the Administration and the OFT President. In the event of a new hire, an additional copy will be printed and provided to the new employee.
- C. There shall be 5 non-student attendance days required of all teachers for professional development each year as set in the calendar. The provision will not increase the number of teacher contract days beyond 175 days. If student contact time is to be increased by state mandate beyond the provisions in this contract (1098 hours minimum), teachers will be given the professional compensation hourly rate. This would pertain to the school year of the change. Future years would become negotiable.
- D. All new teachers shall have 3 additional in-service days (non-compensated) at the beginning of each school year. All non-tenured teachers shall have an additional 2 in-service days (non-compensated) at the beginning of each school year.* An agenda for the 2 days will be established by the Advisory Group.
*First Day/All new teachers report for familiarization with the school system. Next two days/New & Non-tenured teachers report for professional development.
- E. "Act of God" Days policy.
Any emergency, or inclement weather, which closes school and is required by the Michigan Department of Education to be rescheduled, shall be scheduled by mutual agreement of the Federation's Chief Negotiator and the Superintendent. Professional compensation to teachers shall not be reduced because of such school closings and make up days shall be rescheduled with no additional salary paid to teachers.
- F. The Board shall provide at no cost to the Federation 10 days per school year of released time for the handling of Federation business as requested by the Federation President and approved by the involved principal. This may be taken in ½ day blocks. No union business may be conducted during class time, without prior consent of the Superintendent.

- G. The cost for any medical requirements for employment mandated by the State of Michigan or other governing bodies shall be paid for by the school including any co-pays made to obtain said medical requirement (for example Hepatitis vaccinations for Special Education teachers).

- H. An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4, is authorized to reject, modify, or terminate this Agreement as provided in the Act.

ARTICLE IX

Grievance Procedure

- A. Definition – A claim by a teacher or the Federation that there has been an alleged violation, misinterpretation, or application of any provision of this Agreement or policy.
- B. Time Limits – All time limits herein shall consist of school days except that when a grievance is submitted on or after May 15 time limits shall consist of calendar days so the matter may be resolved before the close of school or as soon thereafter as possible. Time limits may be extended only with the written consent of the Administration and the Federation. If time limits as required in this Article are not observed by the grievant or the Federation, the grievance must be considered as abandoned. If time limits as stated in this Article are not observed by the Board or Administration, the grievant or Federation has won their claim and shall be awarded their relief sought.
- C. Grievance levels are defined in the following order:
 - 1. The immediate supervisor.
 - 2. Superintendent of Schools.
 - 3. Board of Education.
 - 4. Committee.
 - 5. Arbitration.
- D. In the event that a teacher (Grievant) believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her immediate supervisor either personally or accompanied by his/her Federation representative. Such discussion must be held within 3 days of the alleged violation, misinterpretation or misapplication, or within 10 days of the discovery thereof. In the event such discussion cannot be held within this time limit due to extended absence of the teacher, then the time limit at this level only shall come into effect upon the return to duty of the absent teacher. In the event, such discussion cannot be held within this time limit due to the extended absence of the teacher's immediate supervisor, then at the conclusion of such time limit the teacher shall be free to proceed to the next level of this grievance procedure.
- E. If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, a grievant may invoke the formal grievance procedure on the form set forth, signed by the grievant and an OFT officer (President, Vice-President, Secretary, Treasurer, or Chief Negotiator) of the Federation. Said form shall be available from the Federation representative in each building. A copy of the grievance form shall be delivered to the immediate supervisor within 3 days after the informal discussion. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.
- F. Within 3 days of receipt of the grievance, the immediate supervisor shall meet with the grievant and an OFT officer (President, Vice-President, Secretary, Treasurer, or Chief Negotiator) in an attempt to resolve the grievance. The immediate supervisor

shall indicate his disposition of the grievance in writing within 3 days of such meeting, and shall furnish two copies thereof to the Federation.

- G. If the grievant or the Federation is not satisfied with the disposition of the grievance, or if no disposition has been made within 3 days of such meeting, the grievance shall be transmitted to the Superintendent within 3 days. Within 3 days the Superintendent or his designee shall meet with an OFT officer (President, Vice-President, Secretary, Treasurer, or Chief Negotiator) on the grievance, and shall indicate his/her disposition of the grievance in writing within 3 days of such meeting, and furnish two copies thereof to the Federation.
- H. If the Federation or the grievant is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within 3 days of such meeting, the grievance shall be transmitted to the Board by filing written copies thereof with the Secretary of the Board and the Superintendent within 3 days. The Board, shall hold a hearing on the grievance or review such grievance in executive session or give such other consideration, as it shall deem appropriate at the next scheduled Board meeting, providing it has been submitted to the Administrative Office on Wednesday prior to that Board meeting. Disposition of the grievance by the Board in writing shall be made no later than 3 days thereafter. Two copies of such disposition shall be furnished to the Federation.
- I. If the Federation is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to a committee, composed of 3 Board members and 3 teachers, by written notice given to the Superintendent within 15 days after the above specified period. The Committee, no later than 2 calendar weeks, shall hold a hearing on the grievance. Disposition of the grievance by the committee in writing shall be made no later than 3 days thereafter. Two copies of such disposition shall be furnished to the Federation.
- J. If the Federation is not satisfied with the disposition of the grievance by the Committee, or if no disposition has been made within the period above provided, the grievance may be submitted by the Federation to arbitration by written notice given within 15 days after the above, specified period. If the parties cannot agree as to the arbitrator within 5 calendar days from the notification the arbitration will be pursued, an impartial arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding.
- K. Powers of the arbitrator – It shall be the function of the arbitrator, and the arbitrator shall be empowered except as their powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - 1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2. The arbitrator shall have no power to establish new salary scales.
 - 3. The arbitrator shall have no power to rule on any of the following:
 - a. The termination of services of, or failure to re-employ any probationary teacher.

- b. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
4. The arbitrator shall have no power to change any practice, policy, or rule of the Board nor to substitute the arbitrator's judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. The arbitrator's power shall be specifically limited to deciding whether the Board has violated the express articles or sections of this Agreement.
5. The arbitrator shall have no power to decide any question, which under this Agreement, is within the responsibility of management to decide.
6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator, on which the arbitrator has no power to rule, it shall be referred back to the parties without a decision or recommendation on its merits.
7. There shall be no appeal from an arbitrator's decision.
8. The fees and expenses of the arbitrator shall be shared equally by the Board and the Federation. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE X
Salaries & Benefits

A. Basic Financing

The Board of Education and the Onaway Federation of Teachers agree to:

1. Teachers shall receive 26 equal pays. Pays under this article begin on the first scheduled pay in September and continue every two weeks thereafter.

B. Salary

The contracted pay rates are effective for September 1st thru August 31st of the school year in which the salary agreement is signed.

	2012-2013
1	32,838
2	34,107
3	35,456
4	36,897
5	38,413
6	39,966
7	41,612
8	43,171
9	44,713
10	46,452
11	48,387
<hr/>	
12	50,684
13	50,684
14	50,684
<hr/>	
15	51,918
16	51,918
17	51,918
18	51,918
19	51,918
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20	53,353

BA + 20	\$3,166
MA/BA +40	\$6,658
MA + 12	\$7,524

Professional Compensation Rate \$21.44

C. Benefits.

1. The Board shall contribute toward the premium cost for twelve (12) months of insurance coverage for each teacher submitting an accepted insurance application toward the purchase of the following medical/health insurance plan or program as mutually agreed by the Board and OFT.

2. Effective September 1, 2012, the Board shall contribute no more than the “hard cap” amounts pursuant to Public Act 152 of 2011 for medical/health insurance coverage only (not including dental, negotiated life or optical) which are currently:

\$15,000 annually (\$1,250.00 monthly) for full family
\$11,000 annually (\$916.67 monthly) for individual and spouse
\$5,500 annually (\$458.33 monthly) for single person

3. All bargaining unit members taking medical/health insurance will be responsible for paying any amount over the hard cap amounts by payroll deduction divided evenly between 26 pays (pro-rated as necessary).

4. Medical/Health:

A health care committee will be formed to evaluate and decide the direction for future plans at least three months prior to July 1, 2013, and every July 1st thereafter.

5. In Lieu Of Medical/Health Coverage:

Teachers would be given the option of accepting 65% of the current health care allotment they are eligible to receive. No "in lieu of" benefits would be given to married staff who are both employed by the District.

6. Dental and Optical:

Maintained at the current levels as provided by a self funded plan through SET SEG.

7. Negotiated Term Life Insurance:

\$20,000 (*with accidental death and dismemberment*)

8. A teacher with less than a full time assignment shall be offered pro-rated insurance benefits according to the proportion of his/her assignment to a full time assignment and any amount owing by the teacher will then be automatically payroll deducted.

9. Changes in family status shall be reported by the employee to the Personnel Office within thirty (30) days of such change, in compliance with the Plan Document. The employee will be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this requirement.

- D. Retirement Pay - \$80.00 per day times the number of unused sick days. A minimum of 10 years or more in the Onaway system, is necessary, to be eligible for this benefit, which will be spread over a three year period. The first payment will be one year after the employee separates from the district. The second payment will be made one year later. The third and last, payment will be made one year later. If the teacher dies, his/her beneficiary will receive the payments.
- E. Severance Pay - Any teacher laid off from the District shall receive severance pay in the amount of \$65.00 per day for all unused sick and personal days. This shall be paid to the teacher at the first pay period in the next school year.
- F. Any teacher who exceeds 185 sick days will be paid \$40 for each day over that limit. Payment will be made at the end of the school year. EXAMPLE: A teacher has 182 days to start the school year, and they receive their allotment of 15 days. They now have a total of 197 days. During the school year they use 3 days, and have a balance of 194 days left. They will be paid \$360 for the days over the limit, and they now

have 185 days. The teacher will receive this payment in his/her check; or he/she may have it deposited in his/her annuity.

G. Miscellaneous compensation provisions

1. Incoming degreed experience:
 - a. A teacher coming into the Onaway Area Community School system shall receive credit for up to 5 years experience and additional years above the five may be granted at the discretion of the Board.
 - b. Any applicant that has been out of the profession for over 10 years may receive credit for experience based on Board's discretion.
2. Degrees earned in spring or summer terms will constitute full pay the ensuing September through August contract period. Degrees earned fall and winter terms will constitute one-half allowance pro-rated for the balance of the year. Advanced degrees earned shall constitute additional pay as outlined per Section B.
3. Teaching an overage (teaching during what would have been the teacher's prep period) at the secondary level during the school year will result in the teacher being compensated at a rate equivalent to the percentage the block represents in the day divided by two. (An example would be, 5 classes offered per semester would mean an overage equates to 1/10 (which is 10%) of the teacher's contractual pay per semester.) Advisory period does not constitute an overload assignment.
4. With the approval of the Superintendent, if a staff member is required to work prior to the opening or following the closing of school, they shall be compensated at their regular daily pay rate.
5. The number of preps (classes taught, to be prepared for) will not exceed 50% of the number of blocks to be taught in that year. For each class over the 50% the teacher will be compensated at a rate equivalent to the percentage that a normal class would be. (An example would be, 4 classes offered per semester means a teacher will have AT MOST 4 preps total for the year, if more preps are needed from that teacher then the teacher would be compensated at an additional 10% per semester per additional prep.)

GRIEVANCE REPORT FORM

Grievance # _____ Onaway Area Community School District

Distribution of Form: Superintendent, Principal, Federation and Teacher

Building: _____ Assignment: _____

Name of Grievant: _____ Date Filed: _____

STEP I

A. Date cause of Grievance Occurred _____

B. 1. Statement of Grievance (Cite Contractual Violation) _____

2. Relief Sought _____

Signature Date
C. Disposition by Principal _____

Signature Date

D. Position of Grievant and/or Federation _____

Signature Date

STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and or Federation _____

Signature

Date

STEP III

A. Date received by Board of Education or Designee _____

B. Disposition by Board: _____

Signature

Date

C. Position of Grievant and/or Federation _____

Signature

Date

STEP IV

A. Date received by Committee: _____

B. Disposition by Committee: _____

Signature

Date

C. Position of Grievant and/or Federation _____

Signature

Date

STEP IN ARBITRATION

A. Date Submitted _____

B. Disposition _____

Signature

Date

Comp Time is allowable for the following reasons:

1. Subbing during a conference hour.
2. If required by the administration to perform added duties outside the regular scheduled time.

*****Comp Time is not granted for professional duties like award ceremonies/graduation/etc. If unsure, discuss in advance.**

*****The form for Comp Time must be filled out, and filed, the same day.**

*****Comp Time which will exceed 4 hours must be approved, in advance, by the Superintendent.**

*****Comp Time may not be carried over from one school year to another.**

ONAWAY AREA COMMUNITY SCHOOLS

SCHOOL YEAR: 2012-2013

NB: All dates shown are full days for staff.

August 2012

29 30

PD for Staff

September 2012

M	T	W	T	F
	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

3 Labor day
4 School begins

February 2013

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	
	19	20	21	22
25	26	27	28	

15 Mid-winter break
19 School resumes
22 Half-day students

October 2012

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	
29	30	31		

5 Half-day students

25 Conferences K-12
26 No school

March 2013

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	
18	19	20	21	22
25	26	27	28	

14 Conferences 6-12
15 No school
28 End of third quarter
29 Spring break

November 2012

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14		16
19	20			
26	27	28	29	30

2 End of first quarter

15 Opening day
21 Thanksgiving break
26 School resumes

April 2013

M	T	W	T	F
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

8 School resumes

26 Half-day students

December 2012

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21

7 Half-day students

24 Christmas break

May 2013

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
	28	29	30	31

17 Senior exhibition
26 Senior graduation
27 Memorial day

January 2013

M	T	W	T	F
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

7 School resumes
18 Half-day students
18 Conferences K-5


June 2013

M	T	W	T	F
3	4	5	6	


6 Half-day students

The preceding have been duly presented and approved by a total group action as policy affecting both parties as specified in this document, it is now as such formally attested to by the two parties.

Date: July 31, 2012



Sharon Lyon, President
Board of Education
Onaway Area Community Schools



Max Boettger, Chief Negotiator
Onaway Federation of Teachers