

AGREEMENT

Between the

ORCHARD VIEW BOARD OF EDUCATION

And the

**ORCHARD VIEW EDUCATION
SUPPORT PERSONNEL ASSOCIATION
(OV-MESPA)**

2010-2011

2011-2012

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AGREEMENT

This agreement is entered into this 8th day of August, 2011, by and between the Orchard View Board of Education; hereinafter called the "Board" and/or the "Employer", and the Orchard View School Michigan Education Support Personnel Association (OV-MESPA), hereinafter called the "Association". Said Agreement covers the period between July 1, 2010 thru June 30, 2012.

ARTICLE I

RECOGNITION

- A. The Orchard View Board of Education recognizes the Orchard View Education Support Personnel Association (OV-MESPA), as the exclusive bargaining representative for all head custodian/maintenance, custodians, grounds maintenance, bus mechanics, first cooks, second cooks, food service workers, food service worker/driver, and all full-time and part-time bus drivers, all full-time and regularly scheduled part-time Administrative Assistants, clerks, teacher assistants, health care assistants, library technicians, lunch and playground supervisors, bus assistants, instructional technicians, special skills student assistants, interpreters, and in school suspension supervisors; excluding employees who work less than one (1) hour per day, the Transportation Supervisor/Bus Mechanic and other supervisory and executive personnel, substitutes as named and all other employees of the school district .

- B. The Orchard View Board of Education agrees not to negotiate with any organization other than the Orchard View Michigan Education Support Personnel Association (OV-MESPA) for the duration of this agreement.

ARTICLE II

BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

A. The Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct and supervise employees;
2. Hire all employees and determine their qualifications and the conditions of their continued employment;
3. Determine the assignment of all employees and evaluate their performance;
4. Determine the size of the work force, and to expand or reduce the work force;
5. Establish, continue or revise policies, rules and regulations governing employee conduct and performance;
6. Discipline, demote and/or discharge employees;
7. Establish, modify or change any work, business or school hours or days;
8. Determine the services, curriculum, programs, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services, the methods, schedules and standards of operation and the means, methods and processes of implementing its curriculum, programs and services;
9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association in response to reasonable requests information which is necessary for the Association to process grievances, administer this Agreement and/or to formulate contract proposals pursuant to the Michigan Freedom of Information Act (MCL 15.231, et seq.) and the Michigan Public Employment Relations Act (MCL 423.201 et seq.)
- B. The Association shall have the right to use the school facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use. The Association shall pay the cost of all materials and supplies.
- C. According to the relevant provisions of the Michigan Civil Rights Act, MCL 37.2101 et seq., the Michigan Persons with Disabilities Act, MCL 37.1101 et seq., and the Michigan Public Employment Relations Act, MCL 423.201 et seq., the provision of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to religion, race, color, national origin, age, sex, height, weight, marital status, or health conditions related to a disability, place of residence, or membership in or involvement in the lawful activities of the Association.
- D. The Superintendent and the Association President, upon request of either party shall consult on any new modified tax programs, major construction programs, or major revisions of educational policy, which are proposed or under consideration. Upon written request the Association shall be given opportunity to advise the Board in writing with respect to said matters.
- E. The Board specifically recognizes the rights of the Association appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency and the Association recognizes an equal right on the part of the Board.

ARTICLE IV

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a claim based upon an event or condition which affects the hours, wages, terms or conditions of employment of an employee, a group of employees, or the Association and/or which draws into question the interpretation, application or meaning of the provisions of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

Any matter not specifically referred to in this agreement for which there is recourse under State or Federal statutes.

- B. The Association shall handle grievances when requested by the grievant, the grievant may be present at all meetings. The Board hereby designates as its representative for such purpose the principal in each building and the superintendent of schools or his/her designee when the grievance arises in more than one school building.
- C. The term "days" as used herein shall mean scheduled work days or business days during summer recess.
- D. Written grievances as required herein shall contain the following and use the form in Appendix A:
1. It shall be signed.
 2. It shall contain a synopsis of the facts giving rise to the alleged violation.
 3. It shall cite the section or subsection of this contract alleged to have been violated.
 4. It shall contain the date the alleged violation took place.
 5. It shall specify the relief requested.
- E. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit, the grievance shall be considered settled on the basis of the Board's last written answer to the grievance. If the Board as the responding party fails to comply with any time limit at any step, the grievance shall automatically pass to the next step in the grievance procedure. The parties may, however, agree in writing to extend the time limits at any step.
- F. Nothing herein contained shall be construed as limiting the right of any individual employee to present a grievance to school officials and/or the Board and to have those grievances adjusted without the intervention of the Association, except that the

adjustment shall not be inconsistent with this Agreement and the Association shall be given the opportunity to be represented at such adjustment.

G. Level One:

In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the matter with his/her building principal or immediate supervisor, accompanied by his/her Association Representative, within ten (10) days of the occurrence or knowledge of the events giving rise to the concern, in an effort to resolve it. A brief notation of the date and subject matter discussed shall be signed and a copy of same provided to both parties.

H. Level Two:

If after the informal discussion with the building principal/supervisor the employee desires to pursue an alleged grievance, the grievant and his/her Association Representative shall, within ten (10) days of the informal discussion described in E. above, file a written grievance with the principal/supervisor.

The Principal/Supervisor shall respond in writing within five (5) days of his/her receipt of the written grievance. If the grievance is denied he/she shall state the reasons in writing. If the Association is not satisfied with the response, it may transmit the grievance to the Superintendent within (5) days of receipt of the Principal/Supervisor's written response.

I. Level Three:

The Superintendent or his/her designee shall meet with the Association representative(s) within fifteen (15) days of the receipt of the grievance or the superintendent with the board may hold a hearing. The Association may request the Board to designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedures as it may deem appropriate for consideration of the grievance, provided however, that in no event, except with the express written consent of the association, shall final determination of the grievance be made by the board more than twenty (20) days after its submission to the board, unless otherwise agreed upon by the parties. Notification and scheduling of such meeting shall be made with the Association's choice of representative. Affected employees may or may not be present at such meeting(s). Upon conclusion of the final meeting regarding the grievance, the Superintendent or his/her designee shall have five (5) days to respond in writing. If the grievance is denied, the written response shall state the reasons.

J. Level Four:

In the event the answer by the superintendent is not satisfactory to the Association, or if no answer is forthcoming within the time period, then, within fifteen (15) working days following the date of receipt of the superintendent's answer, OR following the deadline for receipt of the superintendent's answer, the Association only, and not an individual employee, may submit the grievance to binding arbitration by filing a demand for arbitration with the American Arbitration Association. The rules of the American Arbitration Association shall apply to the selection of the arbitrator and the arbitration proceedings.

K. The following rules and conditions shall apply:

1. The grievance shall relate solely to the application and interpretation of the terms and conditions of the Collective Bargaining Agreement.
2. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement.
3. The arbitrator shall have no authority to hear or rule upon any of the following:
 - a. Any matter involving the Board's discretion in the expenditure of sums for capital outlay.
 - b. The fixing or establishment of any salary schedule.
 - c. Evaluation of employee, unless it is a claim of failure to follow established procedures.
4. The decision of the arbitrator shall be final and binding.
5. Only one grievance shall be heard by an arbitrator at any one appointment, unless otherwise agreed upon by the parties.
6. The costs and expenses of the arbitrator shall be borne by the party against whom the decision is rendered or as assigned by the arbitrator. The expenses of the witnesses and representatives of the parties shall be borne by the party for whom they appear. Witnesses and representatives of the Association shall be released without loss of pay for hearings.
7. Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the Board's last answer.
8. The parties may by mutual agreement, in writing, submit the grievance to expedited arbitration according to the rules of the American Arbitration Association, or as otherwise mutually agreed upon.

L. All information necessary to the determination and processing of any grievance shall be furnished upon request to all parties in said grievances.

M. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

- N.
1. Grievances involving an appeal of discharge or suspension shall be initiated directly to Level 3 within ten (10) days of the grievance.
 2. Once the grievance has been initiated at Level 3, the normal grievance procedure shall be followed as set forth in this Article, except the Board shall initiate the Level 4 action within ten (10) days of receipt of the grievance.

ARTICLE V

EMPLOYEE RIGHTS

- A. If any employee is sued by reason of physical force taken against a pupil within his/her job responsibilities, the Board will offer to supply legal counsel of its selection and render all reasonable assistance in the defense of the suit against the employee. The Board reserves all rights to establish and delineate by Board policy or through directives of its administration, the scope and extent of disciplinary authority of any position.
- B. Any case of assault upon employee shall be promptly reported to the Superintendent. Upon request of the employee assaulted, the Board will provide legal counsel to advise the employee of his/her legal rights and alternatives with respect to handling of the incident by law enforcement authorities. Any work time lost because of the investigation or prosecution of the incident by law enforcement authorities will not be deducted from the employee's pay nor deducted from any paid leave benefit. The responsibilities of the Board shall terminate in such cases when and if the employee elects to retain his/her own counsel.

In the event an employee is assaulted by a student or parent while in the performance of his/her duties for the school district, the Board shall reimburse the employee for loss due to damage and/or destruction of the employee's personal apparel and/or items of personal property on his/her person not to exceed \$1,000.00 per incident not covered by the employee's insurance. Reimbursement will be made upon itemization of items damaged or destroyed and confirmation of their replacement value. That employee shall cooperate in seeking recovery from the individual committing the assaults for the amount of the loss.

- C. An employee shall be entitled, at the employee's request, to have present a representative of the Association when he/she is being questioned with regard to any incident which may result in discipline against the employee and/or when he/she is being reprimanded or disciplined for any infraction of rules, misconduct or delinquency in performance. When discipline is going to be or likely to be administered, the Board shall inform said employee of his/her rights to representation by the Association.
- D. It is understood the members of the bargaining unit have the responsibility for performing duties normally associated with those positions. Exceptions to this provision shall be:
 - 1. The Board retains the right to employ non-bargaining unit members in and for those situations where there exists insufficient bargaining unit members to perform a specific task(s) within the time period where such task(s) must be concluded or,
 - 2. No member or insufficient members of the bargaining unit possess the skills/training necessary to perform the task(s) in question.
 - 3. Also excluded are daily substitutes employed to temporarily replace an absent employee and temporary/seasonal employees hired to supplement the regular work

force, so long as the use of such employees does not deny and/or abridge the contractual rights herein granted to employees.

4. This provision shall not restrict the Employer's right to sub-contract bargaining unit work as provided by law or as provided above.
- E. No non probationary employee shall be disciplined, reduced in rank or compensation without just cause.
 - F. No documentation of any complaint made by a parent, student or administrator directed toward an employee shall be placed in the personnel file of the employee unless the employee has been notified in writing at least forty-eight (48) hours in advance. Any complaint being placed in the personnel file shall be fully investigated and substantiated prior to placement in said personnel file, with notification to the Association President. Any such documentation shall minimally contain the date of the complaint, the nature of the complaint, the name of the person(s) making the complaint and the name of the person authorizing the documentation be placed in the personnel file. The person authorizing placement of the documentation in the personnel file shall have the responsibility to notify the employee in accordance with the terms of this provision. Resolution of complaints shall be included in the personnel file. The employee may provide a rebuttal within 5 days of receipt of documentation.
 - G. According to the provisions of law, MCL 423.501 *et seq.*, the district shall maintain one official personnel file for each employee. The employee shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review.

ARTICLE VI

ASSOCIATION DUES/ FINANCIAL RESPONSIBILITIES

- A. Upon signed authorization of the employee, the Employer agrees to deduct Association dues and other assessments, as uniformly levied and officially designated by the Association in each of the first twenty (20) pay periods of each work year and shall pay same to the Treasurer of the Association prior to the end of the month.
- B. An employee shall cease to be subject to check off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the employer of the names of such employees following the end of each month in which the termination took place. The Board agrees to advise the Association in writing of all additions, deletions, or change in status of members of the bargaining unit.
- C. 1. During the term of this Agreement all employees shall pay either the monthly membership dues of the Association or the appropriate representation service fee of the Association, not to exceed the amount of the dues uniformly required of members of the Association. The employee may pay such dues or fees directly to the Association or authorize payment through payroll deduction, as herein provided.
2. The Association shall certify to the Board at the beginning of the school year, the membership of the Association subject to deduction of membership dues and the amount of the Association dues to be deducted. The Association shall also certify to the Board as soon as the amount is known, the amount of representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that when an employee objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the appropriate amount of the deduction has been determined. An employee contesting the appropriate amount of the representation service fee to be deducted must exhaust the internal administrative procedures of the Association.
3. The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
4. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of this fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the

procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

5. In the event that an employee shall not pay such representation service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, upon completion of the procedures contained herein at the request of the Association and pursuant to MCLA 408.477, deduct the representation service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made as provided in section A. above.
6. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477, shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the employee that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the employee fails to remit the service fee or authorized deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for involuntary deduction shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service to the Association or authorized payroll deduction for same.
7. An employee shall cease to be subject to payment of dues or the representation service fees beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the employer of the names of such employees following the end of each month which the termination took place. The Board agrees to advise the Association in writing of all additions, deletions or change in status of members of the bargaining unit.
8. In the event of any legal action against the Board in any court or administrative agency because of its compliance with section C. of this Article, the Association agrees to defend against such action at its own expense and through its own counsel. The Association shall consult with the Board regarding the appointment of counsel and agrees that its legal counsel shall consult with the Board's legal counsel regarding defense of the action and litigation strategy.
9. The Association agrees to indemnify and hold the Board, including each individual school board member and its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability and expense, including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action or legal stance taken by the Board for the purpose of complying with this Article. It is specifically expressly agreed that any payment for these specified

reasons shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article.

10. In the event that sub-section 9 above should be held illegal by a court of final jurisdiction the Association agrees that no settlement or compromise shall be agreed upon which imposes any detriment to the Board without its consent and prior consultation.

E. Upon signed authorization of the employee, the employer agrees to deduct from the wages of that employee and make appropriate remittance for any MESSA, MEA-FS, or MEA sponsored programs including MEA-FS tax-deferred annuities. Payroll deduction shall also be available for United Way, Muskegon County School Employees Credit Union, and any other programs jointly approved by the Association and the Board.

ARTICLE VII

EVALUATION OF EMPLOYEES

- A. The evaluation of employees shall be primarily based on how well he/she completes and/or perform those duties to which he/she is assigned. Formal observation, when appropriate, shall be conducted with the employee's knowledge. This shall not preclude informal observations.
- B. Evaluations shall be by the employee's immediate supervisor at least once every two (2) years. Under no circumstance shall a member of the bargaining unit evaluate other employees or shall a bargaining unit member be evaluated by immediate family. The evaluation instrument is attached to this Agreement as Appendix B-G. The specific criteria used is available to the employee in the appropriate handbook.
- C. All evaluations shall be reduced to writing and a copy be given to the employee within ten (10) days of the evaluation. If the employee disagrees with the evaluation, he/she may submit a written response within 10 days, which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the employee is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- D. Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may submit additional written comments within 10 days which shall be attached to the written evaluation if he/she so desires. All written evaluations with applicable attachments are to be placed in the employee's personnel file.
- E. Prior to the completion of the probationary period, an evaluation of the employee's work shall be completed, following the procedures of this provision.
- F. Each employee's evaluation shall include at the conclusion of the report, the statement; "Considering all factors, the work performance of this employee is satisfactory _____, needs improvement _____, or unsatisfactory _____ (check one)".
- G. Appeal of Rating

Employees who feel that ratings are unjust may request a conference with the rating officials for discussing same. Should no agreement be reached the employee may request that his/her representative and the superintendent or his/her designee be called into the conference.

ARTICLE VIII

SENIORITY

A. Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations.

B. Probationary Period:

All new employees shall be placed on probation for a period of sixty (60) working days. The superintendent or his/her designee may extend the probationary period for up to an additional sixty (60) working days with the agreement of the Association.

Probationary employees may be discharged with or without cause during the probationary period.

1. Probationary employees shall be evaluated prior to the completion of the probationary period.
2. If a probationary employee is discharged or the probationary period is extended, the Employer shall notify the Association at least 48 hours prior of its intent to take such action.
3. If a person who is employed as a substitute has served for sixty (60) continuous working days or more in one position, then he/she will be considered to have served his/her probationary period if the school district decides to hire him/her in the same position which he/she substituted.
4. Probationary period does not apply to summer grounds and maintenance crews or temporary employees and they shall accrue no seniority rights. Permanent employees working temporarily in another classification which has been posted as such shall accrue seniority rights in that classification.
5. If, at the end of this period, the probationer's work is satisfactory, he/she shall be considered to be a regular employee and seniority shall revert to the first day he/she worked.

C. Employees shall accrue seniority on a pro-rated basis as follows:

Less than 2.9 hours per day – ½ time

3 hours and above per day – full time

- D. Seniority shall be listed as district, department and classification wide. An employee may accumulate seniority in a given department and classification only during such period(s) as he/she is assigned in that department and classification. Therefore, if an employee has been assigned in more than one (1) department and classification and has not been continuously employed in the different departments and classifications throughout his/her employment since his/her first working day in the bargaining unit, seniority rights shall be determined by the member's accrued active assignment seniority. Seniority accrued in one department and classification shall not be applicable or transferable into another department.
- E. The classification and duties for each position shall be as mutually agreed in the employee handbook for each classification.

There shall be the following departments with the respective job classifications in each department.

Building and Grounds Department

1. Head custodian-Maintenance/Grounds-Maintenance
2. Custodian/Groundskeeper
2. Custodian/Laundry

Transportation Department

1. Bus Mechanic
2. Bus Driver

Food Service Department

1. First Cook
2. Second Cook
3. Food Service Worker
3. Food Service Worker/Driver

Secretarial/Clerical

1. Administrative Assistants
2. Clerks (including Copy Clerk & Library)
3. Dispatcher/clerk

Educational Program Technicians

1. Instructional Technicians
1. Interpreters
2. Library Technicians
3. Special Skills Student Assistants

Paraprofessionals

1. Teacher Assistants
2. Health Care Assistants
3. ISS Supervisor
4. Lunch/Play Supervisors
5. Bus Assistants

- F. In the event that more than one individual employee has the same starting date of work, position on the seniority lists shall be determined by the last digit of the employee's social security number, (zero (0) shall mean ten (10)). If the last digit is the same, then the second last digit will be used, etc. The individual bargaining unit member who has the highest last digit of the employee's social security number, as defined above, shall have the higher position on the seniority list.
- G. No person other than an employee shall possess or exercise seniority within the bargaining unit. However, an employee who returns to this bargaining unit after servicing the Orchard View School District in a supervisory position shall retain all previously accumulated service credit as seniority in the bargaining unit for three years after the promotion.
- H. The Employer shall prepare and maintain the seniority list with revisions and updates prepared annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association no later than October 5th each year of this Agreement. Any objections to the list shall be forwarded to the Association and Employer by December 5th. Thereafter, the list shall be final and conclusive.
- I. Seniority shall be lost by an employee upon termination for just cause, resignation, retirement or quit.
- J. Accumulation and Loss of Seniority: An employee who is absent from work because of job related injury shall suffer no loss of, or non-accrual of seniority during such absence.
- L. Non-Accumulation: An employee on an unpaid leave of absence (except for medical purposes) or on layoff shall retain all seniority accrued prior to the leave or layoff, but shall not accrue additional seniority until he/she returns or is recalled to active employment.

ARTICLE IX

REDUCTION IN PERSONNEL

- A. When a reduction in personnel is necessary, the position to be eliminated shall be identified and that employee notified of layoff.
- B. Employees shall have at least ten (10) working days advance notice of layoff.
- C. Laid off employees may bump into the same classification or a lower classification held by a less senior employee in their same department provided they are qualified for the duties of the remaining positions. Once a bargaining unit member invokes his/her seniority to bump into another bargaining unit position, said position shall be considered an open position, and any other bargaining unit member with more seniority shall have the first right of refusal of the position prior to its award. To expedite the situation, the Job Auction clause in Article X, may be utilized if affecting more than one individual.

However, if there is only one less senior employee that can be bumped within the affected classification and that position has fewer hours, laid off employees may bump a less senior employee in any other classification in which said employee has seniority. The employee exercising bumping rights shall do so within five (5) working days of the notice of layoff by written notification to the employer.

- D. Employees shall be recalled in inverse order of layoff to a position in the same classification or lower classification for which they are qualified and provided notice by certified or registered mail at the last known address. Recall notices shall be forwarded at least ten (10) working days in advance of the effective date of recall. The employer may fill the position on a temporary basis pending the recalled employee's return. The employee shall report to work per notice of recall. Employees who decline recall to a position for which they are qualified and of equivalent hours to their former position shall forfeit seniority rights.

Employees who decline recall to a lower classification or fewer hours, shall retain recall rights. New hires, probationary or temporary employees (except as provided by this Agreement) shall not be employed until all employees in that classification have been recalled.

- E. A laid off employee shall, upon written request, be granted priority to substitute or temporary work based upon seniority in the same classification or lower classification provided they are qualified to perform duties.
- F. Laid off employees may continue fringe benefits by making timely premium payments in accordance with COBRA.
- G. Employees shall remain on the layoff list for three (3) years or length of employment, whichever is greater from the date of layoff. It is the employee's responsibility to notify the district with updated/current address information during this period.

- H. Exempt from layoff shall be the President and President-Elect of the Association, provided they are qualified for any other position. The above-mentioned employees may bump into the same classification or a lower classification held by a less senior employee in their same department provided they are qualified for the duties of the position. However, if they are only more senior employees, the above mentioned employees have the right to bump the employee one step up on the seniority list above them.

ARTICLE X

VACANCIES, PROMOTIONS, QUALIFICATIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its employees. All changes in assignments will be based on seniority and qualifications of the employee. It is understood that employees within a classification already meet the qualifications of that classification.
- B. A vacancy is a new position, or position vacated by termination, resignation, transfer, or retirement.
- C. A support staff position will be re-posted if the district needs to increase/decrease the position's hours by at least 15 minutes. The district will only re-post the support staff position if the scheduled hours are adjusted by 30 minutes; the position is not increasing or decreasing in hours.
- D. Employees within the classification and the Association President will be notified in writing of the existing vacancy. Five (5) days after the notification a job auction will be held using the following procedure:

Job Auction Procedure:

1. All posted positions will be listed.
2. By order of seniority, each employee will be given his/her choice of listed positions. An updated seniority list will be created in cooperation between the Association and the Administration at least three (3) days prior to the beginning of the auction. Any questions regarding seniority shall be resolved prior to the commencement of the job auction.
3. If a "new" position is opened at the auction, because a listed position was taken, the "new" position will be listed and Step 2 will be repeated.
4. Each person may pass as often as they wish, until everyone passes. Step 2 will be repeated as a final check procedure. If everyone passes on this "check" round, the job auction will be considered over. If a position is taken on this "check" round, then the process continues and Step 3 is repeated until everyone passes on the "check" round.
5. If a person leaves the job auction without permission, he/she will forfeit the right to transfer to any of the listed positions and any "new" position listed after his/her departure. He/she will be entitled to the position they held at the time of his/her departure.
6. Only affected bargaining unit members will be allowed to attend the job auction, with the exception of the Union leadership, Superintendent, Assistant Superintendent, Human Resource Coordinator, and the Director of Business and Finance.
7. The Association and the Administration will sign off on the job auction results at the end of the auction. Said results will be final.

A vacancy that exists after the job auction will be posted in each building for at least five (5) working days. The Association President shall be provided a copy of the posting. During the summer each bargaining unit member will be mailed a copy of the posting.

- E. Selection for the vacancy shall be made by the employer on the basis of qualifications, and seniority in the classification. All positions shall be awarded in a timely manner. The parties agree that the position shall be awarded to the most senior applicant from within the classification. If there is no applicant from within the classification, then the job shall be awarded to the most senior applicant from within the department, provided the applicant is qualified as defined in the handbooks. If no one from the department applies, the most qualified bargaining unit member from the remaining departments will be awarded the position provided that he/she meets or exceeds the qualifications of all other applicants.

When an employee is on an approved leave of absence, and therefore cannot immediately fill the vacancy claimed during a job auction, another member of the bargaining unit, in accordance with seniority, may substitute in that position until such time that the employee who claimed the vacancy during the job auction, returns to work. This process would be continued until there was only one remaining temporary opening. Said remaining opening would be filled by a substitute from outside of the bargaining unit, provided there is no bargaining unit member on layoff in the classification.

- F. A temporary vacancy shall be a vacancy of twelve (12) weeks or less. Temporary vacancies shall first be offered to employees, qualified to perform the duties, based on seniority. In the event that no member of the bargaining unit possesses the skills necessary to perform the duties of the temporary position, the temporary vacancy may be filled in a manner at the employer's discretion. Temporary vacancies shall only exist after the employee is absent for more than one week and is expected to be absent longer.

Once the parties are aware that a position will be vacant for twelve (12) weeks or more, said position will be posted according to the guidelines of the contract. The vacancy that exists at the end of this process may be filled by a substitute for a period not to exceed (6) months, provided there are no bargaining unit members on layoff in the classification.

- G. Involuntary transfer not related to reduction of personnel shall be based on cause.
- H. Any employee awarded a position in a different classification shall be given a 30 work day trial period in which to show his/her ability to perform the new job. The employee shall be given reasonable assistance to enable him/her to perform up to the standards of the new position. If the employee is unable to demonstrate ability to perform the work required, or decides to return to his/her former position during the trial period, the employee shall be returned to their former position and the open position shall be reposted.

- I. Temporary employees working in a higher classification will be paid at the higher rate of pay after one (1) week in the higher classification.

- J. Extra Duty Assignments (Schedule B) – All vacant extra assignments shall be posted. All qualified applicants for the positions, from within the bargaining unit, shall be interviewed. After all interviews have been completed, for each assignment, the assignment shall be awarded to the best qualified teacher applicant. If there is no teacher applicant, the assignment shall be awarded to the best qualified bargaining unit applicant in the OV-MESPA bargaining unit. If two or more applicants are equally qualified, the most senior applicant shall be selected.

ARTICLE XI

WORKING CONDITIONS AND WORKING SCHEDULES

- A. The employer will make every effort to maintain a safe working environment. The employees will bring hazardous or unsafe conditions to the attention of the employer. Where hazardous conditions exist that present an extreme threat to the employee, the employee shall not be forced to perform the work until the hazard subsides. The superintendent and/or designee shall make the final decision regarding weather conditions and/or the conditions of buses, roads or other concerns raised as to whether a bus driver will drive their route or trip as assigned.
- B. School Closure, Dismissal or Delay. In general when the facility is closed, activities are cancelled except daycare, township library and other activities determine by the superintendent and/or designee. Those who need to report to work will be notified in a timely matter. In order to staff events during these times, the overtime language will be followed (Article XII, H).
1. When an Act of God or an employer directive causes the closing of a school or other facility of the Employer, the bargaining unit members shall be excused from reporting to duty without loss of pay.
 2. If school is cancelled after employees have reported for work or after students have reported, employees shall be dismissed immediately after such cancellation and excused from work with no loss of pay.
 3. If, due to inclement weather or mechanical failure, it is necessary to delay the opening of school, all employees shall suffer no loss of pay and will not be required to work. If an employee is already at work, he/she will utilize comp. Time to cover hours worked. 1st and 2nd cooks, who need the hours in order to be ready to feed the students will be compensated at a rate of time and a half.
 4. Bargaining unit members requested to report for work when a school or other facility is closed under this provision for emergency reasons, shall be compensated at additional straight time for hours worked.
- C. For emergency health issues, where the building is not closed and more staff are needed, the district shall follow the district wide overtime procedure in Article XII, H.
- D. Bargaining unit members will be informed of medical conditions that may require an emergency response. Training in the emergency response procedures will be provided yearly.
- E. The Association shall be consulted regarding the planning of in-service sessions for that year.

- F. Bargaining unit members who will be responsible for a special needs student will be given the opportunity to participate in the IEP for that student.
- G. All affected bargaining unit members will be provided IEP information, within the parameters of confidentiality.
- H. The union president and/or designee shall be a member of the C3SI Committee and/or the District Wide School Improvement Team and/or any other district committee that impacts or affects MESPA support personnel.
- I. The Interpreter will work on days the student assigned is in school. If the employee shows up and the student is absent, the employee will be compensated for 1 hour of pay and sent home. The employee may need to work additional hours based upon the need by the district for the student involved.

ARTICLE XII

WORK WEEK AND WORK HOURS

- A. The work week of regular full-time employees shall be forty (40) hours.
- B. The normal work day schedule for all employees shall be established by the employer, based on the employer's determination of the needs and resources of the District. All job postings shall contain the position's work day schedule. Work schedules with the number of work weeks, and starting and ending dates for each position, shall be provided annually to the Association by July 15 for the current work year.
- C. Saturday maintenance will be handled on an overtime rotation basis on an as needed basis. Any person who has seniority in the Head Custodian classification will be considered for this overtime basis. Any person not wishing to be on this list must submit this request in writing to the superintendent and/or designee. This Saturday overtime will be paid at the Head Custodian rate.
- D. All employees employed four (4) hours per day or more shall be entitled, at his/her option, to one (1) duty free unpaid lunch period per each day worked of no less than thirty (30) consecutive minutes. Such lunch period shall be mutually agreed upon between the employee and his/her supervisor. In buildings with one custodian, the superintendent and/or designee shall have the right to extend the lunch period to provide eight (8) hours of custodial coverage during the day.
- E. Employees shall be granted fifteen-minute paid rest breaks depending on the daily regular number of hours consecutively worked as follows:
- | | |
|---|----------|
| More than five and one-half (5 ½) hours | 2 Breaks |
| Between five and one-half (5 ½) hours and three (3) hours | 1 Break |
| Less than three (3) hours | No Break |
- F. Exceptions to paragraph A can be made to allow flexible schedules with agreement among the employee, the affected supervisor(s), and the Association, provided vacation, holiday pay and other paid leaves of absence are worked out equitably.
- G. All overtime/comp time must be approved by the supervisor. Overtime shall be paid at a rate of 1.5 times the employee's hourly rate for all working hours in excess of forty (40) hours per week. Upon approval of the supervisor, compensatory time in lieu of overtime may be taken within one pay period of the overtime being worked. Time and one-half (1 ½) shall be paid for Saturday work if not part of the employee's normal work schedule (i.e., a five (5) day work such as Tuesday to Saturday) except for bus drivers, who will be paid straight time for the first eight (8) hours and time and a half for anything over 8 hours on Saturday. Double time shall be paid for Sundays and holidays if not part of the employees normal work schedule (i.e., five day work week such as Sunday through Thursday).

H. For all employees except bus drivers, overtime shall be offered within each building to the employees who request to be placed on the building overtime call list, on a rotating basis. If no building employee from that building's overtime call list accepts the work, then the work shall be offered to the employees who request to be placed on the district overtime call list, on a rotating basis. Placement on the buildings lists will be (offered on July 1, January 1 and at the end of the probationary period. Employees must apply in writing to be placed on the list no later than the end of the month offered. Placement on the district overtime call list will continue from year to year with the employee having the option of adding or removing his/her name.

Employees added to either list at the end of their probationary period must wait one rotation before receiving overtime.

Rotating basis is defined as follows:

1. When an overtime event is offered, the first person on the call list shall be asked if he/she would like to work. This person has the right to accept or refuse the work. In either case, this employee's name will be rotated to the bottom of the call list. If the employee refuses, the offer is made to the next person on the call list and so on until the overtime is accepted.
2. If an employee, who is next to be called for an overtime event, is unable to be contacted or the overtime conflicts with the employee's regular work schedule, he/she will retain his/her placement on the list without rotating to the bottom of the call list.
3. Overtime events shall not be offered to any employee more than ten (10) calendar days in advance. This is to help avoid situations as addressed in #4 below.
4. Once an overtime offer (offer A) is accepted, the employee(s) name(s) will be rotated to the bottom. If another overtime event is offered (offer B) after offer A has been accepted; but, offer B is scheduled to be completed before offer A is scheduled to be completed, then offer B shall be offered to the next person(s) on the list and offer A will not be re-bid.
5. Exceptions to this procedure:
 - a. Head Custodian/Maintenance duties, Grounds/Maintenance duties, and Laundry room duties as defined in the contract or handbook. This work shall first be offered to those employees within the respective classification.
 - b. Snowplowing duties which will be posted as in the past.
 - c. For those who are assigned to multiple locations, one location will be designated as the primary location. They will have the right to be placed on that buildings overtime list. Primary location shall be determined by number of hours at each location with the most being the primary. If

multiple locations are equal, the district will determine the primary location based on district needs and posted as such.

ARTICLE XIII

PHYSICAL EXAMINATIONS

- A. Bus drivers shall be examined annually prior to September by a physician or facility designated by the employer to determine their fitness to drive a school bus as per state mandates. The cost of the examination will be paid by the employer. Additionally, the employer may require a physical or psychological examination of the bus driver any time during the year. The employer may require a second examination to be conducted by its designated doctor for which it will pay for the full cost. The employee shall be furnished a copy of the report in each case.

- B. The provisions of the Article shall not be construed to limit or otherwise affect the ability of the Employer to require medical examinations in any other circumstances.

ARTICLE XIV

VACATIONS

A. Full year, 52 week employees shall receive vacation days according to the following schedule:

1. End of probationary period through 4 years	10 days
5 – 10 years	15 days
11 – 15 years	20 days
16 +	25 days

Employees who have worked five (5) or more years will be eligible for their increase in vacation days at the beginning of the school year in which their seniority date falls. Vacation days will be awarded as of July 1st of each year.

B. Employees who work less than four (4) hours shall not be eligible for vacation.

C. Vacation Schedules

The principal and superintendent or his/her designee shall be responsible for approving vacation schedules. It is recommended that vacation requests are submitted one week in advance.

D. Vacation Time

One week of unused vacation time may be carried over into future years.

E. Termination of Employment

An employee who terminates his/her employment in the course of the year will be entitled to his/her accumulated vacation benefit, only if he/she has been employed by the schools for one full year and has given not less than two weeks notice of the termination of employment.

ARTICLE XV

PAID HOLIDAYS

A. Employees shall receive the following holidays with pay.

1. Day before New year's Day
2. New Year's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Friday Before Labor Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Day before Christmas Day
11. Christmas Day
12. Floating Holiday as deemed by the Calendar within the Contract

Employees scheduled to work or are on an approved paid leave either the day before or the day after any of the holidays listed above shall be paid for that holiday.

Should July 4th fall on a Saturday, the preceding Friday shall be a paid holiday.
Should July 4th fall on a Sunday, the following Monday shall be a paid holiday.

- B. In addition, less than 52 week employees shall be awarded one (1) day vacation per month worked to be utilized for Christmas Break, Spring Break and/or Mid-Winter Break.
- C. Whenever Christmas or New Year's Day falls on Sunday, the Friday immediately preceding the holiday and the Monday that immediately follows the holiday shall be paid holidays. Whenever Christmas or New Year's Day falls on a Saturday, the Thursday and Friday that immediately precede the holiday shall be paid holidays.
- D. No other vacation holiday will be allowed except on written notice from the superintendent of schools or his/her designee.

ARTICLE XVI

PAID LEAVES

A. Sick Leave

1. An employee employed for the calendar year shall be granted full salary to the extent of twelve (12) days each year for absence due as detailed below. An employee employed for the school year shall be granted full salary to the extent of ten (10) days each year for absence due as detailed below. Proportionate allowance shall be made for new employees employed for a portion of the year or employees who work less than their full year at a rate of one (1) day per month worked.

The purposes for which such sick leave may be used are as follows:

- a. Illness or disability of the employee
- b. Illness in the immediate family in the employee's household, or outside the employee's household. Immediate family is defined as the employee's mother, father, son, daughter, grandchildren and spouse, including step children. Use for other family relations outside the household may be approved by the building principal and a central office administrator when in their judgment it is warranted up to five (5) days.
- c. An employee may take one sick day for funeral or memorial service where the relationship so warrants.

NOTE: Sick leave for bus drivers may be used on an hourly basis.

2. The unused portion of the sick leave at the end of any year shall be credited to the following year without limit. Sick leave shall be used and accrued at the number of hours worked on a daily scheduled basis when granted.
3. Each employee shall receive written notification of his/her accumulated sick leave no later than June 30th of each year.

Sick Leave Severance Incentive - For any employee who works 6 or more hours per day with 15 or more years of service, an amount equal \$55.00 will be paid for each unused sick day accumulated by the employee. Payments shall be made within thirty (30) days of resignation or retirement and be paid into each employee's 403(B) account through MEA Financial Services. Such payments will constitute employer contributions under 403(B) of the Internal Revenue Code (IRC).

4. Per FMLA, accumulated sick leave must be used by a bargaining unit member for the purpose of paternity leave.

B. Personal Leave

At the beginning of every school year, each employee working three (3) hours or more per day shall be credited with two (2) days to be used for the employees personal business. For those employees working less than three (3) hours per day, one (1) day shall be credited to be used for the employee's personal business. Any employee planning to use a personal leave day(s) shall notify the superintendent and/or his/her designee at least one (1) day in advance. Such time, if not used will accumulate as personal days up to the maximum of 5, then will convert to sick leave.

NOTE: Personal leave for bus drivers may be used on an hourly basis.

C. Bereavement Leave

Per approval of the superintendent and/or designee, up to five days off with pay for death in the family not deducted from sick leave for the following members of the employee's family in or out of his/her home: Husband, wife, son, daughter, step-children, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, step-mother, step-father, step-siblings, aunt and uncle (including in-laws). Verification may be requested.

D. Union Leave

Leave days for union business will be available upon request of the Union President to the Superintendent. It is the intent of both parties that such leave days will continue to be approved as in the past. The Union agrees to accept the responsibility for the substitute(s) pay.

E. Jury Duty

An employee called to jury duty shall receive regular daily pay minus any jury duty pay. An employee subpoenaed as a witness in a case which he or she is not a party or where testifying on behalf of the school district shall be compensated for those work hours missed because of such testimony.

F. An employee who has exhausted accumulated sick leave may use personal business leave days or accrued vacation days for sick leave purposes contiguous to and consecutive from the last day of sick leave.

G. Communicable Disease

In the event a bargaining unit member comes in contact with a student or employee having a communicable disease (such as lice, pink eye) and contracts the disease, the illness shall be deemed to have occurred in the course of the bargaining unit member's employment and any resulting absences shall be allowed as fully paid leave

including all fringe benefits and shall not be charged against the bargaining unit member's accumulated sick leave days. (This clause does not include flu/colds).

- H. An employee who is eligible for the negotiated Long Term Disability Insurance or purchased Short Term Disability Insurance will not be charged for sick leave once they have qualified for the benefit.

ARTICLE XVII

UNPAID LEAVES OF ABSENCE

- A. Requests for leaves of absence shall include the reason for the leave along with notification of the anticipated beginning and ending dates of said leave.
- B. An employee returning from leave of absence shall be reinstated to the same position he/she held when leave began. If the position no longer exists the employee may exercise his/her seniority rights and "bump" into a position. At least thirty (30) days before the date a leave is scheduled to expire, the employee shall notify the employer of his/her intent to return to work.
- C. Unpaid leaves shall be granted for the following purposes:

- 1. Parental/Child Care - A leave of absence shall be granted to any employee for the purpose of child care for up to six (6) months. Said leave shall commence upon request of the employee to care for a newborn, newly adopted or seriously ill child.

Likewise, the employee may terminate the leave anytime after the birth of the child provided that the employee is physically able to perform her work responsibilities. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee. Nothing in this Article shall prevent any employee from taking both sick leave and child care leave consecutively for the birth and/or care of a child.

- 2. General Leave - Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee without the loss or the accumulation of seniority, at the discretion of the Superintendent.
- 3. Sick/Disability Leave - An employee who is unable to work because of personal illness or disability and who has exhausted all paid leave available shall be deemed on leave of absence without pay for up to two (2) years.
- 4. Unpaid Leave – will be approved on a case by case basis upon approval of the superintendent.
- 5. Military Leave - Any bargaining unit member who enters military duty in any branch of the armed forces of the United States shall be entitled to all rights and privileges as prescribed by applicable state and/or federal statutes. Bargaining unit members on military leave shall be given the benefit of any increments, seniority, and sick leave allowances which would have been credited to them had they remained in active service to the school.

D. FMLA

The Employees may take leave pursuant to the Family and Medical Leave Act. Such leave may commence for any qualifying absence under the Act lasting more than three (3) consecutive calendar days and any subsequent treatment or incapacity relating to the initial condition. Said FMLA leave shall be retroactive to the first day of absence.

ARTICLE XVIII

FRINGE BENEFITS

- A. Beginning on December 1, 2007, the Employer shall pay the premiums to provide without cost to each employee working 30 hours per week during the school and/or calendar work year the following MESSA-PAK Plan C for a full twelve (12) month period for the employee and his/her eligible dependents as defined by MESSA. Each employee selecting MESSA-PAK Plan A, shall contribute, on a pre-tax basis, 10% per month toward the cost of Plan A benefits, with the employer paying the remainder of the premium. The Employer shall sign an Employer Participation Agreement.

Employees working 30 hours per week during the school and/or calendar work year not electing MESSA-PAK Plan A will select MESSA-PAK Plan B. Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

PLAN A For employees needing health insurance:

CHOICES II w/XVA2 Rider \$10/\$20 Rx
Office Co-Pays \$10.00
Deductible \$100/\$250

Long Term Disability 66 2/3%
Plan II
90 calendar day modified fill
\$5,000 maximum
Social Security Freeze
Acc/drug and men/nerv same as any other illness
COLA

Delta Dental Plan E/007 (80/80/80/;\$5,000); COB, Adult Ortho Rider
Negotiated Life \$45,000 AD&D and WOP
Vision VSP – 3; COB

PLAN B For employees not needing health insurance:

Delta Dental Plan E/007 (80/80/80/;\$5,000); COB, Adult Ortho Rider
Negotiated Life \$50,000 AD&D and WOP
Vision VSP – 3; COB
Long Term Disability 66 2/3% same as Plan A
RX \$2.00 Co-payment prescription card

Additionally, those selecting Plan B shall be \$500.00 per month which may be used toward tax sheltered annuity per Section 125 Plan.

- B. For employees who are receiving benefits as of July 1, 1998, and who continue to work at least four (4) hours per day shall receive Plan A or Plan B.
- C. In the event the employee is terminated, resigns during the school year, or dies, the insurance shall be continued until the employee has received the pro-rata portion of the twelve (12) months insurance year earned at the time of termination.
- D. If the District's funding changes (by 10%), the administration will look at and reconsider the bus driver's insurance proposal.

ARTICLE XIX

INJURIES TO EMPLOYEES

Consistent with or in addition to the requirement of the Compensation Act, employees injured on the job shall do the following:

1. Report immediately, and in any event as soon as possible, any accident or injury occurring on the premises, or while engaged in services for the Board.
2. Such reports shall be made to the appropriate supervisor, who shall there upon require the employee to make a written report, on the form in the Appendix, which shall be forwarded to the office of the superintendent or his/her designee. In the event the supervisor is not available the report shall be made directly to the office of the superintendent.
3. Employees receiving compensation under provisions of the Worker's Compensation Act, may receive payment of salary equal to the difference between the amount received under the Worker's Compensation Act and the amount being received as salary at the time of the accident. For employees hired or accreted to the bargaining unit after July 1, 1987 in order to receive the difference between the amount received under the Worker's Compensation Act and the amount being received as salary at the time of the accident, those employees will be required to use accumulated sick leave on a prorated basis and will not be considered for such payment without deduction from sick leave.

ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2010, and shall continue in effect through the 30th day of June 30, 2012.

ORCHARD VIEW BOARD OF EDUCATION

By: *Ann W. Joppie*
President

By: *Janet E. Taylor*
Secretary

**ORCHARD VIEW MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION (OV-MESPA)**

By: *Judith Bushaw*
President

By: *Scott M. Edwards*
Secretary

Salary Schedule

	2009-2010	2010-2011	2011-2012
	2.5 0%	-5%	
First Cook New Hire	\$12.58	11.83	11.83
Step 1	\$12.83	12.06	12.06
Step 2	\$13.08	12.31	12.31
Step 3	\$13.36	12.57	12.57
Step 4	\$13.62	12.81	12.81
Step 5	\$13.89	13.07	13.07
Step 6	\$14.16	13.33	13.33
Step 7	\$14.44	13.59	13.59
Step 8	\$14.75	13.88	13.88
Step 9	\$15.03	14.15	14.15
Step 10	\$15.33	14.43	14.43
 Second Cook New Hire	 \$12.09	 11.38	 11.38
Step 1	\$12.33	11.60	11.60
Step 2	\$12.58	11.83	11.83
Step 3	\$12.83	12.06	12.06
Step 4	\$13.08	12.31	12.31
Step 5	\$13.36	12.57	12.57
Step 6	\$13.62	12.81	12.81
Step 7	\$13.89	13.07	13.07
Step 8	\$14.16	13.33	13.33
Step 9	\$14.44	13.59	13.59
Step 10	\$14.75	13.88	13.88
 Food Service New Hire	 \$11.64	 10.95	 10.95
Step 1	\$11.86	11.16	11.16
Step 2	\$12.09	11.38	11.38
Step 3	\$12.33	11.60	11.60
Step 4	\$12.59	11.84	11.84
Step 5	\$12.84	12.07	12.07
Step 6	\$13.09	12.32	12.32
Step 7	\$13.36	12.57	12.57
Step 8	\$13.62	12.81	12.81
Step 9	\$13.90	13.08	13.08
Step 10	\$14.17	13.35	13.35
 Food Service Worker/Driver New Hire	 \$11.64	 10.95	 10.95
Step 1	\$11.86	11.16	11.16
Step 2	\$12.09	11.38	11.38
Step 3	\$12.33	11.60	11.60
Step 4	\$12.59	11.84	11.84
Step 5	\$12.84	12.07	12.07
Step 6	\$13.09	12.32	12.32
Step 7	\$13.36	12.57	12.57
Step 8	\$13.62	12.81	12.81
Step 9	\$13.90	13.08	13.08

Step 10	\$14.17	13.35	13.35
Bus Driver New Hire	\$17.01	16.01	16.01
Step 1	\$17.62	16.58	16.58
Step 2	\$18.22	17.14	17.14
Step 3	\$18.87	17.75	17.75
Step 4	\$19.52	18.37	18.37
Step 5	\$20.22	19.02	19.02
Head Custodial New Hire	\$16.41	15.44	14.44
Step 1	\$17.00	16.00	14.96
Step 2	\$17.59	16.55	15.47
Step 3	\$18.20	17.13	16.02
Step 4	\$18.85	17.73	16.58
Step 5	\$19.49	18.34	17.15
Step 6	\$20.18	18.99	17.76
Step 7	\$20.89	19.65	18.37
Step 8	\$21.62	20.35	19.03
Step 9	\$22.38	21.05	19.68
Step 10	\$23.15	21.78	20.36
Custodian New Hire	\$15.42	14.50	13.56
Step 1	\$15.97	15.02	14.04
Step 2	\$16.53	15.55	14.54
Step 3	\$17.11	16.09	15.04
Step 4	\$17.70	16.65	15.57
Step 5	\$18.32	17.23	16.11
Step 6	\$18.96	17.84	16.68
Step 7	\$19.63	18.47	17.27
Step 8	\$20.31	19.10	17.86
Step 9	\$21.03	19.79	18.50
Step 10	\$21.76	20.47	19.14
Custodian/Laundry New Hire	\$15.42	14.50	13.56
Step 1	\$15.97	15.02	14.04
Step 2	\$16.53	15.55	14.54
Step 3	\$17.11	16.09	15.04
Step 4	\$17.70	16.65	15.57
Step 5	\$18.32	17.23	16.11
Step 6	\$18.96	17.84	16.68
Step 7	\$19.63	18.47	17.27
Step 8	\$20.31	19.10	17.86
Step 9	\$21.03	19.79	18.50
Step 10	\$21.76	20.47	19.14

Custodians: 3rd Shift
Premium

Administrative Assistant New Hire	\$14.67	13.80	13.80
Step 1	\$15.27	14.37	14.37
Step 2	\$15.86	14.93	14.93
Step 3	\$16.50	15.52	15.52
Step 4	\$17.15	16.14	16.14
Step 5	\$17.84	16.79	16.79
Step 6	\$18.57	17.46	17.46
Step 7	\$19.32	18.18	18.18
Step 8	\$20.07	18.88	18.88
Step 9	\$20.89	19.65	19.65
Step 10	\$21.73	20.44	20.44
Clerk New Hire	\$12.79	12.03	12.03
Step 1	\$13.30	12.52	12.52
Step 2	\$13.85	13.03	13.03
Step 3	\$14.39	13.54	13.54
Step 4	\$14.96	14.07	14.07
Step 5	\$15.55	14.63	14.63
Step 6	\$16.20	15.24	15.24
Step 7	\$16.83	15.83	15.83
Step 8	\$17.51	16.47	16.47
Step 9	\$18.20	17.13	17.13
Step 10	\$18.94	17.82	17.82
ISS New Hire	\$11.66	10.97	10.97
Step 1	\$12.14	11.42	11.42
Step 2	\$12.60	11.85	11.85
Step 3	\$13.12	12.34	12.34
Step 4	\$13.63	12.82	12.82
Step 5	\$14.17	13.34	13.34
Step 6	\$14.76	13.89	13.89
Step 7	\$15.35	14.43	14.43
Step 8	\$15.96	15.01	15.01
Step 9	\$16.61	15.62	15.62
Step 10	\$17.25	16.23	16.23
Teacher Assistant New Hire	\$10.61	9.98	9.98
Step 1	\$11.03	10.38	10.38
Step 2	\$11.47	10.79	10.79
Step 3	\$11.93	11.22	11.22
Step 4	\$12.42	11.68	11.68
Step 5	\$12.92	12.16	12.16
Step 6	\$13.43	12.63	12.63
Step 7	\$13.98	13.15	13.15
Step 8	\$14.52	13.65	13.65
Step 9	\$15.10	14.20	14.20
Step 10	\$15.71	14.78	14.78

Health Care Assistant New Hire	\$10.61	9.98	9.98
Step 1	\$11.03	10.38	10.38
Step 2	\$11.47	10.79	10.79
Step 3	\$11.93	11.22	11.22
Step 4	\$12.42	11.68	11.68
Step 5	\$12.92	12.16	12.16
Step 6	\$13.43	12.63	12.63
Step 7	\$13.98	13.15	13.15
Step 8	\$14.52	13.65	13.65
Step 9	\$15.10	14.20	14.20
Step 10	\$15.71	14.78	14.78
Lunch & Play New Hire	\$9.14	8.60	8.60
Step 1	\$9.51	8.95	8.95
Step 2	\$9.90	9.31	9.31
Step 3	\$10.30	9.68	9.68
Step 4	\$10.70	10.07	10.07
Step 5	\$11.12	10.46	10.46
Step 6	\$11.57	10.88	10.88
Step 7	\$12.04	11.33	11.33
Step 8	\$12.52	11.78	11.78
Step 9	\$13.03	12.26	12.26
Step 10	\$13.54	12.74	12.74
Bus Assistants New Hire	\$9.14	8.60	8.60
Step 1	\$9.51	8.95	8.95
Step 2	\$9.90	9.31	9.31
Step 3	\$10.30	9.68	9.68
Step 4	\$10.70	10.07	10.07
Step 5	\$11.12	10.46	10.46
Step 6	\$11.57	10.88	10.88
Step 7	\$12.04	11.33	11.33
Step 8	\$12.52	11.78	11.78
Step 9	\$13.03	12.26	12.26
Step 10	\$13.54	12.74	12.74
Instructional Tech. New Hire	\$12.78	12.02	12.02
Step 1	\$13.28	12.49	12.49
Step 2	\$13.83	13.01	13.01
Step 3	\$14.38	13.53	13.53
Step 4	\$14.94	14.05	14.05
Step 5	\$15.54	14.62	14.62
Step 6	\$16.15	15.20	15.20
Step 7	\$16.81	15.81	15.81
Step 8	\$17.49	16.45	16.45
Step 9	\$18.19	17.12	17.12
Step 10	\$18.91	17.79	17.79

Special Skills Assistant New Hire	\$12.70	11.95	11.95
Step 1	\$13.20	12.42	12.42
Step 2	\$13.74	12.93	12.93
Step 3	\$14.29	13.44	13.44
Step 4	\$14.87	13.99	13.99
Step 5	\$15.46	14.55	14.55
Step 6	\$16.09	15.14	15.14
Step 7	\$16.72	15.74	15.74
Step 8	\$17.38	16.35	16.35
Step 9	\$18.08	17.01	17.01
Step 10	\$18.81	17.69	17.69

Library Technician New Hire	\$12.51	11.77	11.77
Step 1	\$13.00	12.21	12.21
Step 2	\$13.51	12.72	12.72
Step 3	\$14.05	13.22	13.22
Step 4	\$14.62	13.76	13.76
Step 5	\$15.21	14.30	14.30
Step 6	\$15.82	14.88	14.88
Step 7	\$16.44	15.47	15.47
Step 8	\$17.11	16.09	16.09
Step 9	\$17.79	16.74	16.74
Step 10	\$18.49	17.40	17.40

Interpreter	\$29.50	27.84	26.03
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Longevity:	
After 10 Years	\$550.00
After 15 Years	700.00
After 20 Years	850.00
After 25 Years	1000.00

As per agreed, Longevity is figured on years of service with the district (not including subbing).

Longevity shall be paid in a lump sum by July 1 of each year on a prorated by regular hours per day.

2011–2012 School Year

Aug. 29	New Employee Professional Development
Aug. 30, 31	Required OVEA Professional Development
Sept 1	Required All Staff Professional Development
Sept. 2 & 5	Labor Day Holiday
Sept. 6	First Day of School
Oct. 4-7	Parent Teacher Conference—Early Release for Elementaries (4 hrs and 15 mins of instructional time w/students + 30 minute lunch).
Oct. 4 & 6	Parent Teacher Conferences—Early Release for High School & Middle School (4 hrs and 15 mins of instructional time w/students + 30 minute lunch) Buildings determining 3 hr time blocks
Oct. 11—28	MEAP Window
Nov. 11	End of 1st Marking Period for Semesters
Nov. 14	Start of 2nd Marking Period for Semesters
Nov. 22	End of 1st Trimester—1/2 Day HS Students & MS Students
Nov. 23-25	Thanksgiving Holiday
Nov. 28	Required OVEA Professional Development
Nov. 29	Start of 2nd Trimester
Dec. 19—Jan. 2	Christmas Break
Jan. 3	School Resumes
Jan. 16	Required OVEA Professional Development
Jan. 24-27	Parent Teacher Conference—Early Release for Elementaries (4 hrs and 15 mins of instructional time w/students + 30 minute lunch).
Jan. 24 & 26	Parent Teacher Conferences—Early Release for High School & Middle School (4 hrs and 15 mins of instructional time w/students + 30 minute lunch) Buildings determining 3 hr time blocks
Jan. 27	End of Semester
Jan. 30	Start of 3rd Marking Period for Semesters
Feb. 17-20	MidWinter Break
Mar. 6-8	MME Testing—High School
Mar. 12	Early Release for High School Only
Mar. 13	End of Trimester—1/2 Day HS Students & MS Students
Mar. 14	Required OVEA Professional Development
Mar. 15	Start of 3rd Trimester
Mar. 30	End of Marking Period for Semester
Apr. 2—6	Spring Break
Apr. 6	Good Friday
Apr. 9	Start of 4th Marking Period for Semesters
May 1	Parent Teacher Conferences—Early Release for High School & Middle School (4 hrs and 15 mins of instructional time w/students + 30 minute lunch) Buildings determining 3 hr time blocks
May 25	Required OVEA Professional Development
May 28	Memorial Day
June 7	1/2 Day Elem. & MS, Early Release HS Students—full day for staff
June 8	Last day of School—1/2 for all students, full day for staff

July						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
S	M	T	W	T	F	S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

APPENDIX A

ORCHARD VIEW GRIEVANCE FORM

Grievance Number: _____

Date Grievance Filed: ____/____/____

School Building(s): _____

Subject to the provisions of the Master Agreement, I hereby authorize the Association Grievance Committee to process and settle this grievance.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Signature of Association's
Designated Representative

Signature of Grievant
(use separate sheet for additional
Signatures if more than one grievant)

Date: ____/____/____

PRINCIPAL'S/IMMEDIATE SUPERVISOR DISPOSITION: Date of Receipt: ____/____/____

Comment:

Granted Denied

Date: ____/____/____

Signature of Principal/Immediate Supervisor

ASSOCIATION'S DISPOSITION:

Satisfactory Unsatisfactory

Date: ____/____/____

Signature of Association's Designated Representative

SUPERINTENDENT'S DISPOSITION:

Date of Receipt: ____/____/____

Comment:

Granted Denied

Date: ____/____/____

Signature of Superintendent

ASSOCIATION'S DISPOSITION:

Satisfactory Unsatisfactory

Date: ____/____/____

Signature of Association's Designated Representative

BOARD'S DISPOSITION:

Date of Receipt: ____/____/____

Comment:

Granted Denied

Date: ____/____/____

Signature of Board Representative

APPENDIX I

SCHEDULE B

ORCHARD VIEW SCHOOLS
Extra Duty Compensation
(Percentage of first year teacher with B.A. degree)
2007-2010

	Years of Experience					
	0	1	2	3	4	5
Head Football (HS)	12.5%	13.5%	14.5%	15.5%	16.5%	17.5%
Asst. Varsity Football (23-HS)	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%
J.V. Football (HS)	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%
Asst. J.V. Football (HS)	6.0%	6.5%	7.0%	7.5%	8.0%	8.5%
9th Grade Football (HS)	6.0%	6.5%	7.0%	7.5%	8.0%	8.5%
Asst. 9th Grade Football (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Middle School Football	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Asst. Middle School Football	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Head Basketball (HS)	12.5%	13.5%	14.5%	15.5%	16.5%	17.5%
Asst. Basketball (HS)	8.0%	8.5%	9.0%	9.5%	10.0%	10.5%
9th Grade Basketball (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Middle School Basketball	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Asst. Middle School Basketball	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Wrestling (HS)	9.0%	9.5%	10.0%	10.5%	11.0%	12.0%
Asst. Wrestling (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Middle School Wrestling	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Middle School Asst. Wrestling	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%

Cross Country (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	8.0%
Cross Country (Combined)	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%
Cross Country (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Head Baseball or Softball (HS)	8.0%	8.5%	9.0%	9.5%	10.0%	11.0%
Asst. Baseball or Softball (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Head Tennis (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	8.0%
Asst. Tennis (HS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Golf (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	8.0%
Asst. Golf Coach (HS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Middle School Track (2)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Combined Middle School Track	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Assistant M.S. Track (with combined position only)	2.0%	2.5%	3.0%	3.5%	4.0%	4.5%
Volleyball (HS)	8.0%	8.5%	9.0%	9.5%	10.0%	11.0%
Assistant JV Volleyball (HS)	6.0%	6.5%	7.0%	7.5%	8.0%	8.5%
Freshman Volleyball	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Volleyball (MS)	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Assistant Volleyball (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Combined Track (HS)	11.0%	11.5%	12.0%	12.5%	13.0%	14.5%
Track (HS)	8.0%	8.5%	9.0%	9.5%	10.0%	11.0%
Asst. Track (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Soccer-Head Coach	5.0%	5.5%	6.0%	6.5%	7.0%	8.0%
Soccer – Asst	3.5%	4.0%	4.5%	5.0%	5.5%	6.0%
Soccer (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%

Cheerleaders (HS) per season	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Cheerleader - 9th Grade per season	2.0%	2.5%	3.0%	3.5%	4.0%	4.5%
Cheerleaders - (MS) per season	2.0%	2.5%	3.0%	3.5%	4.0%	4.5%
Band (HS)	11.0%	11.5%	12.0%	12.5%	13.0%	
Marching Band (HS)	3.0%	3.5%	4.0%	4.5%	5.0%	
Choir (HS)	3.5%	4.0%	4.5%	5.0%	5.5%	
Band (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	
Summer Band	2.0%	2.5%	3.0%	3.5%	4.0%	
Twelfth Grade Advisor	2.0%					
Eleventh Grade Advisor	3.0%					
Tenth Grade Advisor	2.0%					
Ninth Grade Advisor	1.0%					
Student Council (HS)(includes Close-Up)	3.0%	3.5%	4.5%			
Drama Director (HS)	4.5%	5.0%	6.0%	7.0%	7.5%	
Assistant Drama (HS)	2.25%	2.5%	3.0%	3.5%	3.75%	
Debate/Quiz Bowl	2.5%	3.0%	3.5%			
School Paper	2.5%	3.0%	3.5%			
Yearbook	2.5%	3.0%	3.5%	4.0%	4.5%	5.0%
Student Council Advisor (MS)	3.0%	3.5%	4.5%			
Web Page Advisor	2.5%	3.0%	3.5%			
Student Services Club (MS)	3.0%	3.5%	4.0%			
Student Special Activities (i.e., NHS, Science Olympiad/Odyssey Of the Mind)	2.5%	3.0%	3.5%			

Student Lunch Supervision (3) 6.0% 6.5% 7.5% 8.0% 8.5%

O. V. Special Events Stipend \$100 per event

Camp Director (MS) 4.0% 4.5% 5.0%

Plus the equivalent of up to 8 days of released time for fund raising and planning activities shared with the Assistant Camp Director.

Assistant Camp Director (MS) 2.0% 2.25% 2.5%

Drivers Education Director 4.0% 4.5% 5.0%

Additional wages in addition to Drivers Education Staff wages Summer Pay

Driver Education Staff .075% .08% .085%
Summer Pay

Summer School .075% .08% .085% .09% .095% 0.1%

Official at or supervisor of athletic event....per event .075%

Chaperoning any school sponsored activity.....per event .075%

Committee Member Pay (Art. XXIX) \$100 per year

Chairperson of School Improvement or NCA 2.0%

Schedule B Longevity: 1% of BA base added after 10th year
2% of BA base added after 15th year
3% of BA base added after 20th year
4% of BA base added after 25th year

New positions will be negotiated with the Association.

LETTER OF AGREEMENT

It is agreed that administrative secretaries, in single secretary buildings, where a principal may be absent from the building, the administrative secretary may assume responsibilities because of the absence of her/his building principal. A single secretary building is one in which there is only one person with the classification of administrative secretary. The principal's absence is defined as an absence where the principal is outside of the boundaries of Orchard View Schools and the absence is of one half day (4 hours continuous) or greater in length. Additionally, should the principal be absent, as defined above, where in a minimum of one (1) hour increments, such absence totals seven (7) hours in one week period, the affected secretary shall be entitled to pay as defined below in 1) and 2).

When the above conditions are met, it is agreed that additional compensation shall be paid as follows:

1. In the event the principal is absent, as defined above, and a lead teacher has not been assigned, or there had been no substitute teacher assigned to the lead teacher's classroom, the building administrative secretary shall receive additional compensation of 25% of her/his hourly pay per the current pay index, for the specific time during the principal's absence (measured in fifteen (15) minute increments).
2. In the event the principal is absent, as defined above, and a lead teacher has been assigned with a substitute teacher assigned to the lead teacher's classroom, the building administrative secretary shall receive additional compensation of 15% of her/his hourly pay per the current pay index, for the specific time during the principal's absence (measured in fifteen (15) minute increments).
3. Extra pay resulting from the provisions of this agreement shall be included in the next regular pay of the employee provided time slips are filed properly and timely.
4. The "responsibilities" assumed because of the absence of her/his administrative supervisor are understood to be within the scope of the administrative secretary's position and are not those responsibilities expected of professionally certified personnel.

Signed: (Signed by Tracey L. Willett), President
Orchard View MESPA

Dated: 9/30/98

Signed: (Signed by Karen G. Tarnga)
Orchard View Board of Education

Dated: 10/12/98

LETTER OF AGREEMENT #7

The purpose of this "Letter of Agreement" is to clarify the application of Article II, Recognition, Section A. and Article V, Employee Rights, Section A., 3., with regard to the practice of using co-op workers. "Co-op" workers are defined as high school or college students employed to assist office secretarial and clerical workers. They may be employed during the school year and over vacation periods. They are considered temporary, not regular employees

Effective beginning in the 1994-95 School Year, if the Central Office determines there is still a need for a part time employee, the position will be either:

- A. A {co-op" workers as defined above; or
- B. The position will be posted as a bargaining unit position according to Article II, Recognition, Section A.

This agreement is expressly understood to apply to these positions only and does not set precedent for any other positions, or person.

For the Board of Education

For the Classified Association

Signed by Gary Sarut
Superintendent
Orchard View Schools

Signed by Susan M. Johnson
President
Orchard View Classified Association

04-30-94
Date

05-18-94
Date

LETTER OF AGREEMENT
between
Orchard View Schools
and
OVEA/OVMESPA, MEA/NEA

It is agreed between the parties that beginning with the 2006/2007 school year, Orchard View High School shall implement trimesters. In regards to trimesters, the parties agree as follows:

1. Any teacher teaching an additional class shall be compensated at one-fifth of their salary specified on their step of the salary schedule (Schedule A) as compensation for the additional fifth hour teaching assignment.
2. Per Article XVII Section C, in lieu of compensation for substitute teaching, the teacher may choose to accrue sub-time to be used at his/her discretion. However, four sub hours will equal one (1) day of comp time.
3. Any "zero hour/sixth hour" class offerings will operate under the trimester structure.
4. The parties agree that except as specifically provided in this agreement, all contractual rights and standards shall be maintained for the duration of this agreement.
5. The parties agree to bargain any unforeseen issues that may arise with regard to the implementation of trimesters.
6. The parties agree to annually review trimesters. Any changes in trimesters shall be implemented only after mutual consent of the parties.
7. The parties agree to review the daily schedule before implementation.
8. The parties agree that any expansion of trimesters to any building other than the high school shall be negotiated.

For the OVEA

For the OVMESPA

For the District

Signed by Adam Bluhm
Signature

Signed by Trude Bushaw
Signature

Signed by B. Jack VanderWall
Signature

06/05/06
Date

06/05/06
Date

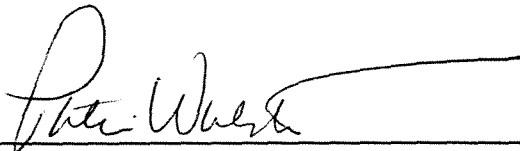
06/09/06
Date

ORCHARD VIEW SCHOOLS

This is an agreement between the parties, Orchard View Schools and the Michigan Educational Support Personnel Association (MESPA).

Orchard View Schools and the MESPA have mutually agreed to continue working on the handbooks for the 2011-2012 Contract period:

**Custodial/Maintenance
Transportation
Educational Program Technicians
Paraprofessionals
Secretarial/Clerical
Custodian and Maintenance**



Patricia Walstra, Superintendent

8/8/11

Date



Trude Bushaw, MESPA President

8/8/11

Date

LETTER OF AGREEMENT

between the

ORCHARD VIEW EDUCATION SUPPORT PERSONNEL ASSOCIATION
(OV-MESPA)

and the

ORCHARD VIEW BOARD OF EDUCATION

RE: Holidays which Fall Outside of the Employee's Regular Workweek

The above-named parties hereby agree to the following with regard to holidays that fall outside of an employee's regular working week:

1. Some employees in the OV-MESPA bargaining unit may have working schedules that fall outside of the normal regular workweek of Monday through Friday.
2. In different calendar cycles, the paid holidays noted in Article XV of the Master Agreement between the parties, may fall outside of such employee's(s') workweek.
3. In those situations, the parties hereby agree, that the employee will still receive all paid holidays as listed in Article XV. However, due to the employee's workweek, such holidays that fall outside of the employee's workweek, will be scheduled within that employee's workweek.
4. The scheduling of such holidays will be by mutual agreement of the employee and the District.
5. This Letter of Agreement is not intended to change the provisions of Article XV(C) regarding holidays that fall on weekends. However, if the observed holiday time were to fall on a Monday, as an example, an employee covered under this Letter of Agreement working a Tuesday through Saturday schedule, would schedule said Monday observed holiday during his/her scheduled workweek, with agreement of his/her supervisor.

Tracy Willett-Ogle
For the Orchard View Education
Support Personnel Association
(OV-MESPA)

B. Jack VanderWall
For the Orchard View Board of
Education

Dated: 11/15/07

Dated: 11/15/07

LETTER OF AGREEMENT
between the

Orchard View Education Association MEA/NEA

and the

Orchard View Educational Support Personnel Association (OV-MESPA MEA/NEA)

and the

Orchard View Board of Education

RE: 403(b) Plans

- A. THE BOARD AND THE ASSOCIATION RECOGNIZE THE IMPORTANCE OF EACH EMPLOYEE PURSUING AN ACTIVE RETIREMENT SAVINGS PROGRAM AND IN PROVIDING SOUND INVESTMENT ALTERNATIVES TO ASSIST THEM IN ACHIEVING THEIR RETIREMENT SAVINGS GOAL. THE PARTIES AGREE THAT MEA FINANCIAL SERVICES PRODUCTS, ALONG WITH ANY OTHER MUTUALLY SELECTED INVESTMENT PROVIDERS SHALL BE NAMED AS VENDOR(S) IN THE 403(B) PLAN DOCUMENT AS APPROPRIATE UNDER IRS REGULATIONS.
- B. THE PARTIES HAVE NAMED GLP & ASSOCIATES AS THE THIRD PARTY ADMINISTRATOR (TPA) FOR THE SCHOOL DISTRICT'S 403(b) TAX SHELTERED DEFERRED RETIREMENT PLAN.

THE PARTIES HAVE ADDITIONALLY NAMED GLP & ASSOCIATES AS THE TPA FOR THE FOLLOWING ADDITIONAL 403.(b) PLANS RECOGNIZED BY THE DISTRICT: MEA FINANCIAL SERVICES (PARADIGM EQUITIES), GLP & ASSOCIATES, MASSACHUSETTS MUTUAL, WADDELL & REED, THE LEGEND GROUP, FRANKLIN TEMPLETON BANK & TRUST F.S.B., AXA EQUITABLE LIFE INSURANCE COMPANY, AIG VALIC, AND PRIMERICA.

ACCORDINGLY, THE FOLLOWING IS UNDERSTOOD:

1. GLP & ASSOCIATES SHALL PROVIDE TPA SERVICES OF ALL AFOREMENTIONED PLANS AT NO COST TO THE MEMBER OR TO THE BOARD. GLP & ASSOCIATES WILL ALSO PROVIDE THE PLAN DOCUMENT AND UPDATING SERVICE OF IT, FOR NO CHARGE UNDER THESE CONDITIONS.
2. THE BOARD AGREES THAT ANY SUCH TPA SERVICES AS MAY BE REQUIRED TO ADMINISTER 403 (b) PRODUCTS INCLUDING, BUT NOT LIMITED TO: "MEA FS PRODUCTS", SHALL BE AT NO COST TO THE BARGAINING UNIT MEMBER.
3. AS TPA FOR SPECIFIC PLAN(S), GLP & ASSOCIATES AGREES TO 'HOLD HARMLESS' AND DEFEND, INCLUSIVE OF REASONABLE ATTORNEY FEES, THE BOARD, ITS AGENTS, DISTRICT ADMINISTRATION, AND AFFECTED EMPLOYEES ANY AND ALL LIABILITY RESULTING FROM NEGLIGENT ERROR(S), OMISSION(S), ACTUAL MISHANDLING OF THE PLAN BY THE TPA, AND/OR FAILURE TO COMPLY WITH THE TERMS OF THE PLAN, AND/OR FAILURE TO COMPLY WITH APPLICABLE LAWS AND/OR REGULATIONS

4. THE BOARD SHALL HOLD HARMLESS AND DEFEND, INCLUSIVE OF REASONABLE ATTORNEY FEES, THE TPA FROM ANY AND ALL LIABILITY RESULTING FROM NEGLIGENT ERROR(S), OMISSIONS OF THE BOARD, ITS FAILURE TO COMPLY WITH THE PLAN, ITS FAILURE TO COMPLY WITH APPLICABLE LAWS AND/OR REGULATIONS WITH RESPECT TO THE PLAN AND ITS DUTIES TO IT, AND/OR ANY ACTS WHICH WERE UNDERSTOOD AND INTENTIONALLY DIRECTED, APPROVED, AND/OR RATIFIED BY THE BOARD, EXCEPTING ONLY ACTS OF THE TPA THAT ARE NEGLIGENT OR OMISSIONS ON THE PART OF THE TPA.
- C. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THE REGULATIONS REGARDING THE ADMINISTRATION OF 403(B) PLANS CONTINUE TO EVOLVE, AND IT IS THE INTENT OF THE PARTIES TO COMPLY WITH ALL LEGAL REQUIREMENTS. ACCORDINGLY, THE PARTIES AGREE THAT;
1. A PLAN DOCUMENT, CONSISTENT WITH ALL LEGAL REQUIREMENTS SHALL BE MUTUALLY DEVELOPED BY THE PARTIES BY DECEMBER 31, 2008.
 2. THE PLAN DOCUMENT SHALL ALLOW EMPLOYEES THE ABILITY TO MAKE CHANGES IN THE INVESTMENT PORTFOLIO.
 3. ADDITIONALLY, THE PLAN DOCUMENT SHALL ALLOW FOR:
 - a. EMPLOYER CONTRIBUTIONS, IF MUTUALLY AGREED UPON HEREIN.
 - b. ROTH 403(B) CONTRIBUTIONS.
 - c. "CATCH UP" CONTRIBUTIONS AS DEFINED BY THE IRS.
 - d. EMERGENCY OR HARDSHIP WITHDRAWALS UNDER RESTRICTIONS AGREED UPON BY THE PARTIES AND INCLUDED WITHIN THE PLAN.
 - e. THE ABILITY OF AN EMPLOYEE TO REQUEST AND RECEIVE A LOAN AS APPROPRIATE UNDER 403 (B) REGULATIONS.
 - f. ACCEPTANCE OF CONTRIBUTIONS TO THE PLAN FROM MONIES GENERATED BY LIQUIDATION OF ANOTHER PLAN (I.E. "ROLLOVER").
 - g. PLANNED WITHDRAWALS.
 - h. AN OPEN ENROLLMENT PERIOD THAT ALLOWS PARTICIPATING EMPLOYEES THE ABILITY TO MAKE CHANGES IN THEIR STATUS WITHIN THE PLAN AND NEW PARTICIPANTS TO ENROLL IN THE PLAN.
 - i. ANY MONIES TAKEN UNDER A SALARY REDUCTION AGREEMENT SHALL BE REMITTED TO THE APPROPRIATE APPROVED VENDOR UNDER THE PLAN WITHIN FIFTEEN (15) BUSINESS DAYS FOLLOWING THE ACT OF REDUCTION OF SALARY FOR THE PURPOSE.
 - j. REGULAR COMMUNICATION, IMPORTANT DATES, MANDATED CHANGES, AND ANY LEGAL LIMITATIONS PLACED ON THE PLAN AND/OR ITS ADMINISTRATION, SHOULD BE INCLUDED.

- k. ALL BARGAINING UNIT MEMBERS ARE ELIGIBLE TO PARTICIPATE IN THE PLAN.

- D. THE SERVICES AND PERFORMANCE OF THE THIRD-PARTY ADMINISTRATOR (GLP & ASSOCIATES) SHALL BE JOINTLY EVALUATED BY THE UNDERSIGNED PARTIES PRIOR TO JANUARY 1, 2010.

- E. THIS LETTER OF AGREEMENT ALONG WITH ANY MUTUALLY AGREED UPON AMENDMENTS SHALL BE FOLDED INTO THE MASTER AGREEMENT BETWEEN THE PARTIES WHEN A SUCCESSOR AGREEMENT IS NEGOTIATED.

Cheryl L. Lake
For the Orchard View Education
Association MEA/NEA

Dated: 1-7-09

Patricia Walcott
For the Orchard View Board of
Education

Dated: 1-7-09

Inna Bushan
For the Orchard View Educational
Support Personnel Association OV-MESPA
MEA/NEA

Dated: 1-7-09

LETTER OF AGREEMENT
between
Orchard View Public Schools
and
Orchard View Education Support Personnel Association

It is expressly understood that bus driving is not considered part of the Administrative Assistant for Transportation job duties as defined by the handbooks in the contract.

If an emergency arises as deemed by the district's business manager, DeAnna Tottingham, who currently holds the position of Administrative Assistant for Transportation, may be asked to drive bus. If DeAnna chooses to do this, it will not affect the normal scope of hours contracted for the Administrative Assistant's position and she will be paid as a sub driver. In other words, she will still need to work her 40 hours per week in the role of Administrative Assistant by flexing her hours to cover hours used for driving bus.

If any party feels that the "emergency" definition is being abused, the administration and union may mutually agree to revoke this letter of agreement. Administration and the union also agree to evaluate the need for this letter of agreement every six months that it is in effect.

For the Association:

Mude Bushaw

Signature

05/09/06

Date

For the District:

[Handwritten Signature]

Signature

05/06

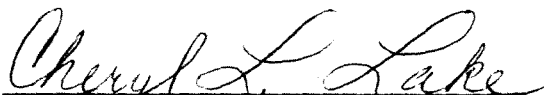
Date

AS APPROVED BY THE EXECUTIVE BOARD IN MAY 2006

OVEA/OV-MESPA 2009-10 Contract Modification Proposal

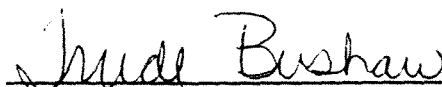
Both Associations offer, contingent on a majority affirmative vote of their memberships, to modify wage increases for 2009-10 to 1.5% plus steps for all members, provided that:

1. There shall be no privatization of bargaining unit work
2. Proposed Budget Plan E shall be modified as follows:
 - A. There shall be no reduction of the 40-hour work week for current full-time bargaining unit members (support staff)
3. If a bargaining unit member retires within the next three (3) years, that individual shall be paid the 1.0% prior to retirement.
4. If K-12 student counts increase as reflected in the State Aid Status Reports in 2009-10, MEA bargaining unit member reductions will be the first priority for restoration. No new positions will be established in the District unless they involve the restoration of work for bargaining unit members.
5. If District revenues increase in 2009-10, MEA bargaining unit member reductions will be the first priority for restoration.
6. If there are any additional retirements or resignations from bargaining unit members, those bargaining unit members whose positions have been eliminated will be the first priority for recall.
7. This Agreement shall neither set a precedent nor constitute a practice.



For the Orchard View Education
OVEA/MEA/NEA

Dated: Aug 6, 2009



For the Orchard View Education
Support Personnel Association
OV-MESPA/MEA/NEA

Dated: July 1, 2009



For the Orchard View Board of Education

Dated: July 1, 2009

LETTER OF AGREEMENT

JA 7/21

between the

ORCHARD VIEW EDUCATION ASSOCIATION
(OVEA),

the

ORCHARD VIEW EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
(OV-MESPA)

and the

ORCHARD VIEW BOARD OF EDUCATION

RE: MESSA Open Enrollment Period

The above-named parties hereby agree to the following with regard to changing the date of the MESSA open enrollment period beginning in 2008 and beyond:

1. The current MESSA open enrollment period for MESSA insurance benefits is during the month of September. The current insurance effective date is also September 1.
2. Due to the time conflict and constraints mentioned in paragraph #1 above, the parties hereby agree to change the MESSA open enrollment period to May 1 through May 31 of each year.
3. The new time period for the MESSA open enrollment period shall be May 1 through May 31, effective with the current year.
4. The coverage year for the insurance elections made shall remain September 1 through August 30 of each year.
5. Said change in the open enrollment period shall have no impact on a member's insurance coverage, and will allow MESSA the summer period (3 months) to enact any member-elected changes to their benefit plans.

Cheryl L. Lake
For the Orchard View Education
Association (OVEA)

Nancy Sullivan
For the Orchard View Educational
Support Personnel Association
(OV-MESPA)

Dated: 3/25/08

Dated: 3/31/08

Pat Whit
For the Orchard View Board of
Education

Dated: 3/25/08

This is an Agreement between the parties of the Orchard View Education Support Personnel Association and the Orchard View Board of Education.

Due to overwhelming confusion of the building use issue, we have met and agreed to the following:

Coaches have been authorized to use the building on Saturdays for practices as long as they have scheduled them through the Athletic Director in advance. This building use would only consist of practices and the exceptions as stated below, not games or scrimmages. There will not be a need for a custodian, but a master schedule will need to be provided by the Athletic Director in order for the custodians to know when there will be practices in their building so that the building check can be planned around the schedule.

If there are any other events scheduled on Saturday that require a custodian to be in the building, the head custodian should be contacted at least five (5) business days in advance so that the custodian who works the "Saturdays as Scheduled" position can be notified.

Only the High School Lock-In has been agreed upon for not using a custodian because the administrator will be in the building and in charge during the event. Other purposes for overnight use without a custodian may be agreed upon at a later date provided the "Building Use Committee" has agreed to this.

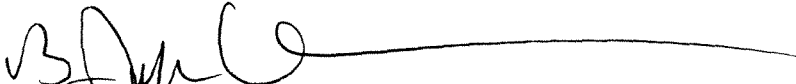
The "Building Use Committee" shall consist of (2) union representatives, (as appointed by the President of the Union), the Facility Supervisor and the Business Manager.

The "Building Use Committee" shall take into consideration any or all of the following details for each individual case that may come up:

1. Administrator being Present
2. Activity for Students
3. Funding


Regarding Sunday use of the building, the Board policy states that there will be no practices scheduled on Sunday. However, if the Board of Education approval is given for practice held on Sunday, the Head Custodian must be notified so that the building check can be coordinated properly.

Employees may be allowed in their classrooms as long as they enter and exit through the designated door. Employees shall not bring in others to use the facilities. The Security Bars must remain on the doors. The custodial staff shall not be held accountable for the building being left open.



Representative - Orchard View Board of Education

3/16/05
Date



Representative - Orchard View Education Support Personnel Association

3/9/05
Date

Approved by the ESPA Executive Board on: March 7, 2005

LETTER OF AGREEMENT FOR THE 2010/11 SCHOOL YEAR

Between the
Orchard View Public Schools
and the

Orchard View Education Support Personnel Association

The parties mutually agree to the following provided there are no midyear pro-rations in state aid funds and/or the district's fund balance does not fall below the 09/10 audited fund balance. If any of these above conditions occur this letter shall be null and void.

1. There shall be no privatization of bargaining unit work for the 2010/11 school year.
2. The district agrees with the proposed Administrative Assistant/Clerk positions for the 2010/11 school year. See Proposal #2.
3. Bargaining unit members scheduled to work 40 hours per week in the 2009/10 school year will be kept at 40 hours per week for the 2010/11 school year with the exception that 52 week employees will be reduced to 35 hours per week during the summer. The district understands that scheduling the use of the buildings during the summer would be consolidated so not all buildings will need to remain open. Summer hours will begin July 5, 2010 and will end August 27, 2010 for 8 weeks. Two additional weeks - June 20, 2011 - June 30, 2011 will also apply. These employees will be encouraged not to file for unemployment for this agreed upon reduction of 5 hours/week.
4. In the event of a vacancy, current, active employees as of 07/01/2010 (i.e. not laid off) will have the opportunity to bid on the vacant position. (This process is already dictated by the Board Rights and Responsibility clause and by Michigan law).
5. OV-MESPA agrees to work with the district in case of further financial hardship.
6. The parties agree to the concessions below:

Support Staff

Changing the last (6) employees on SuperCare to Choices II

Prescriptions change from \$5/10 to \$10/20

Office Co-pays change from \$5 to \$10

Insurance Deductible \$100/250

Employee contribution of \$75/month towards Insurance

Instructional Techs - 2 Extra Days will be eliminated

52-Week Employees 40 hrs to 35 hrs

during the summer

5 Professional Development Days will be eliminated per group

Lunch & Play

Food Service

Teacher Assistants

Instructional Techs

Bus Drivers

Administrative Assistants - school year employees

Bus Driver Premiums are eliminated

Final Proposal 6/21/10

Custodian Shift & Dinner Premiums are eliminated
5% Salary Concessions

The above reductions may be incorporated into the collective bargaining agreement and continue thereafter. The District will not be required to reinstate any position eliminated or reduced per this agreement

The Association will continue to work with the district with other cost savings ideas that utilize current staffing in a more productive manner.

Jude Bushaw

For the Orchard View Education Support Personal Association

Patricia Walcott

For the Orchard View Board of Education

Dated: _____

Dated: _____

Proposal #2

Existing Administrative Assistants	Proposed Administrative Assistants
1 = full time	
46 Wk - 1 @ OVEE	46 Wk - 1 @ OVEE
46 Wk - 1 @ OVEE/SRSD/Curriculum	46 Wk - 1 @ OVEE/MS/Counsel
46 Wk - 1 @ Cardinal El	46 Wk - 1 @ Cardinal
46 Wk - 1 @ Cardinal El	46 Wk - 1 @ Cardinal
46 Wk - 1 @ Middle School/Counsel	46 Wk - 1 @ MS/Counsel
46 Wk - 1 @ Middle School/Counsel	46 Wk - 1 @ HS Counsel/Trans/Athletic
46 Wk - 1 @ High School/Counseling	46 Wk - 1 @ HS/Counsel
46 Wk - 1 @ High School/Counseling	52 Wk - 1 @ CO with reception duties
52 Wk - 1 @ Central Office	52 Wk - 1 @ CE/SRSD/Curriculum
52 Wk - 1 @ Community Ed	52 Wk - 1 @ CE/Tech/Maintenance
52 Wk - 1 @ Community Ed	
46 Wk - 1 @ Trans/Athletics	
46 Wk - 1/2 @ Tech/Maintenance	
	<i>delete per mutual agreement + postings</i>
Total Admin. Assistants = 12 1/2	Total Admin. Assts = 10
Existing Clerks	Proposed Clerks
45 Wk - 1 Copy Clerk	45 Wk - 1 Copy Clerk
52 Wk - 1 Central Office	46 Wk - 1 HS/MS
46 Wk - 1/2 Cardinal	46 Wk - 1/2 OVEE
	46 Wk - 5 Hrs Trans/Athletic
Total Clerks = 2 1/2	Total Clerks = 3 (full time)

Insert all Handbooks with evaluations