

6/30/95

1993-95

MASTER AGREEMENT

between the

ONTONAGON EDUCATION SUPPORT
PERSONNEL ASSOCIATION

and

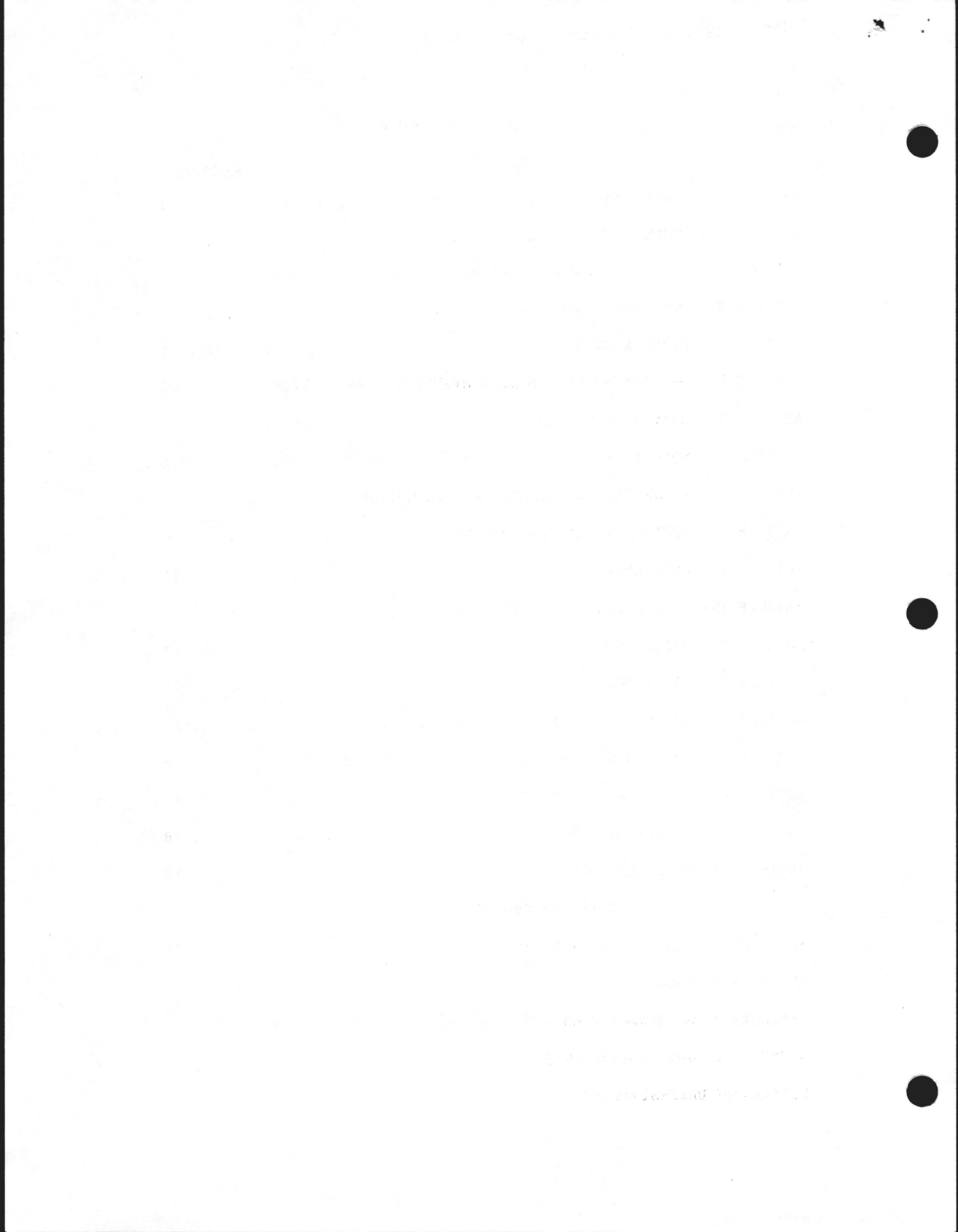
ONTONAGON AREA SCHOOL DISTRICT
BOARD OF EDUCATION

Ontonagon Area School District

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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ARTICLE 1
Agreement

1.1 This Agreement entered in this 20th day of April, 1992, by and between the Ontonagon Education Support Personnel - Western Upper Peninsula Education Association/Michigan Education Association - National Education Association as hereinafter called the "Union" and the Ontonagon Area School District Board of Education as hereinafter called the "Employer."

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

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

ARTICLE 2
Recognition

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

2.2 Unless otherwise indicated, use of the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

a. A probationary employee is a bargaining unit member who is employed to fill a position for a trial period of sixty (60) work days.

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

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

ARTICLE 3

Agency Shop - Mandatory Deductions

3.1 Each employee shall, as a condition of employment, within thirty (30) days of starting work or within thirty (30) days of the effective date of this agreement, whichever is later, join the Union or pay a service fee to the Union. The service fee shall be equal to the sum of the OESP, MEA, and NEA dues per member, but shall be subject to applicable laws.

3.2 When the employees have signed, the Union shall deliver the authorization forms for the payroll deduction of dues. Such authorization shall continue in effect from year to year unless revoked in writing. The Union shall be responsible for notifying the district of the dues to be deducted each year.

3.3 In the event an employee does not authorize payroll deduction for dues and fails to pay the service fee directly to the Union, the Employer shall, upon written request from the Union, deduct the service fee from said employee's wages.

3.4 Dues shall be deducted in equal installments from the second paycheck in September through the last paycheck in May. Within ten (10) days of deducting said dues, they will be forwarded to the local Union treasurer.

ARTICLE 4
Management Rights

4.1 The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

a. To the executive management and administrative control of the School system, its properties and facilities, and the activities of its employees.

b. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

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

4.3 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to the Employer.

ARTICLE 5
Union Rights

5.1 The Union and its representatives, upon request, shall have the right to use school buildings at reasonable hours to conduct business meetings. The Union shall notify the building principal when a meeting will be held.

5.2 The MEA Uniserv Director shall be permitted to transact official Union business on Employer property at reasonable times, provided that this shall not interfere with or interrupt normal operations. He/she shall notify the office of his/her presence in the building.

5.3 The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin boards, at least one of which shall be provided in each building.

5.4 The Employer shall, upon notification, grant the Union up to a maximum of ten (10) days per year as time off for Union members to conduct Union business or participate in Union activities such as conventions and/or conferences. An employee with administrative approval may exchange shifts with another employee if such exchange can be arranged in order not to lose time or pay. If not, such time off shall be without pay. No more than three (3) employees shall be absent for union business on any given day. Additional days without pay as provided for above may be granted and/or additional employees may be excused with approval of the Superintendent.

5.5 Upon request, the Superintendent agrees to meet with the Union President or his/her designee to discuss matters of general concern or grievances. Whenever possible, such meeting shall take place before or after the regular work day or during the President's lunch period or break time.

5.6 The Union and the Employer hereby agree that the job descriptions developed for each classification are those attached to this Agreement and incorporated herein by reference.

5.7 The Union and representatives of the Employer shall meet to discuss proposed changes in job descriptions.

5.8 Employees shall be evaluated at least once every three (3) years by the Administration. Additional evaluations may be done at the discretion of the administration.

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

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

ARTICLE 6

Bargaining Unit Member Rights and Protection

6.1 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee under contract with the Board, shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not discharge or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States.

6.2 Nothing contained herein shall be construed to deny or restrict to any employee nor to the Board rights under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to employees and to the Board shall be deemed to be in addition thereto, and anything in this agreement in conflict therewith shall be void.

6.3 Drivers whose driving record makes it illegal for them to drive a school bus or if the district's insurance carrier will not insure the driver, said driver shall be placed on an unpaid leave of absence for that portion of work related to his/her driving duties. Such leave shall be for a maximum of two (2) years. At that time he/she forfeits any rights to return to a driving position.

6.4 Employee discipline shall be reasonable based on the seriousness of the situation. Disciplinary action may include warnings, reprimands, suspensions, loss of pay, demotion and discharge.

6.5 An employee convicted of a felony may be discharged if said felony affects the employee's ability to perform his/her duties.

6.6 The off duty conduct of an employee shall not be the basis for disciplinary action unless such conduct is related to the employee's responsibilities or affects his/her ability to perform required duties.

In imposing any discipline on a current charge, the Employer will not take into account any prior disciplinary action which occurred more than two (2) years previously.

6.7 An employee subject to suspension, loss of pay, demotion, or discharge shall be entitled to have present a representative of the Union during any meeting with the Employer. Should such disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

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

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

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

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

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

ARTICLE 7
Grievance Procedure

7.1 A grievance shall be defined as a claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order, policy, or regulation of the Board may be processed as a grievance as hereinafter provided.

7.2 STEP 1: In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with his/her immediate supervisor either personally or accompanied by his/her Union representative at a time mutually agreed upon.

7.3 STEP 2: If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the employee may invoke the formal grievance procedure through the Union on a form provided by the Union steward in each building.

- a. The grievance must be filed within ten (10) workdays of the violation, misinterpretation or misapplication.
- b. A copy of the grievance form shall be delivered to the immediate supervisor. If the grievance involves more than one school building, it may be filed with the superintendent.
- c. Within five (5) workdays of receipt of the grievance, the immediate supervisor shall meet with the Union in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) workdays of such meeting and shall furnish a copy thereof to the Union.

7.4 STEP 3: If the matter is not resolved at the employee-immediate supervisor level the Union shall, within five (5) workdays from the decision of the immediate supervisor, forward the grievance to the superintendent. Within five (5) workdays of receipt of the grievance, the superintendent shall meet with the Union in an effort to resolve the grievance. The superintendent shall indicate his/her disposition of the grievance in writing within five (5) workdays of such meeting and shall furnish a copy thereof to the Union.

7.5 If the matter is not resolved at the superintendent's level, the Union shall, within five (5) workdays from the decision by the superintendent, forward the grievance to the Board committee. Within ten (10) workdays of receipt of the grievance, the Board committee shall meet with the Union in an effort to resolve the grievance. The Board committee shall indicate their disposition of the grievance in writing within five (5) workdays of such meeting and shall furnish a copy thereof to the Union

7.6 If a matter is not resolved at the Board committee level, the Union shall, within five (5) workdays from the decision by the Board Committee, notify the superintendent in writing of the Union's intent to pursue the grievance to arbitration.

7.7 Upon notification to the employer of intent to pursue the grievance to arbitration the parties shall attempt to agree upon an arbitrator. If no agreement is reached within twenty (20) workdays the arbitrator shall be selected in accordance with the rules and procedure of the American Arbitration Association.

7.8 There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

7.9 A grievance, if withdrawn, shall be withdrawn with prejudice except where one or more grievances involve a similar issue. In that case those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

7.10 Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

7.11 Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

7.12 Should unforeseen circumstances arise, either party at any step of the grievance procedure may request in writing, an extension of time limits. Such extensions shall be in writing.

7.13 It is expressly understood by the parties that the discipline of a probationary employee shall not be grievable beyond the Board committee level.

ARTICLE 8
Work Hours

8.1 For payroll purposes, the work week shall be Sunday through Saturday.

8.2 An employee's normal work hours and work schedule shall be as specified on the employee's job description(s).

8.3 The maximum, full working day for full-time employees shall consist of eight (8) hours per day, with a twenty (20) minute lunch period on the premises included, except that the maximum, full working day for the office clerical employees shall consist of seven (7) hours per day, with a twenty (20) minute lunch period on the premises included. It is understood that such eight (8) or seven (7) hour work period need not be in consecutive hours for the bus driver classification.

8.4 Full-time employees may take a "coffee break" in the a.m. and also a "coffee break" in the p.m. or the first half and second half of their regular shift, whichever may apply; however, each coffee break shall not exceed ten (10) minutes duration and such coffee breaks shall be expressly understood to be taken on the premises of the Employer. Coffee breaks shall not be combined with lunch period unless agreed upon by the supervisor and employee.

8.5 If an employee is called in for an emergency, he/she shall be paid a minimum of two (2) hours pay and need not work more than the time actually required to deal with the emergency; for emergency call-in only, mileage will be paid, both ways, for all miles in excess of three (3) miles one way, at the internal revenue service rate.

8.6 For drivers without another regular assignment, morning, afternoon and kindergarten bus runs originating in Ontonagon shall be considered to be two (2) hours. Runs originating in Mass shall be 2.5 hours.

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

8.7 For extra trips, eligible drivers shall initially be placed in one of three groups:

Group 1 shall include the three (3) most senior drivers.

Group 2 shall include all non full-time drivers.

Group 3 shall include any driver not qualified for groups 1 or 2 above.

Sport, overnight, weekend, and summer trips will be assigned to Group 1. Should a more senior driver pass on a trip, it shall be assigned to the most senior driver in Group 2 per the existing practice. Extra day trips will be assigned to Group 2. Extra trips shall be assigned by the head mechanic. Trip hours will be equalized to the extent possible. Drivers within a group may exchange trips.

8.8 In the event of a shift reorganization, shift preference shall be granted on the basis of seniority within classification and qualifications.

8.9 Effective March 1, 1992, overtime shall be paid in accordance with the Fair Labor Standards Act. Overtime shall be granted to the employees in the building where the overtime occurs first.

ARTICLE 9
Vacancies, Transfers, and Promotions

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

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

- | | |
|-----------------------|-------------------------|
| a. Type of work | f. Classification |
| b. Location of work | g. Minimum requirements |
| c. Starting date | h. Benefits |
| d. Rate of pay | i. Immediate Supervisor |
| e. Hours to be worked | |

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

9.4 Vacancies shall be filled with the most senior qualified applicant from within a given classification who meets the job requirements. For purposes of this section, there are three (3) classifications: Driver/Custodian, Food Service, and Secretary/Clerical. An employee who has previously completed thirty (30) consecutive workdays in a classification shall be considered to be in said classification when interpreting this section. Employees shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job, or determine his/her desire to remain on the job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment and where applicable provided reasons for such decision. If no one from within the classification applies for said vacancy the Board may select the most qualified applicant whether or not they are in the bargaining unit.

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

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

9.7 Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., shall be made by seniority and qualification.

ARTICLE 10
Seniority, Layoff, Recall

10.1 Seniority shall be defined as the length of service as a member of the bargaining unit. Accumulation of seniority shall begin from the employee's first day of work following Board action. In the event that more than one (1) employee has the same date of hire, position on the seniority list shall be determined by order of Board action.

10.2 Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work following Board action.

10.3 The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority. The Employer will keep the seniority list up to date at all times and will provide the local union membership with up-to-date copies on January 1 and July 1 of each year during the period of this Agreement.

10.4 An employee shall lose his/her seniority for the following reasons only:

1. He/she quits.
2. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He/she does not return to work when recalled from layoff as set forth in the recall procedure.
4. Retires from School District.
5. Voluntary transfer to a non-bargaining unit position

following

a six (6) month trial period during which the employee may elect to transfer back to his/her former position.

10.5 Layoff shall be defined as a reduction in the work force due to a decrease of work or financial distress of the Employer.

10.6 No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least fourteen (14) calendar days prior to the effective date of the layoff. In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees, then the least senior employees. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly-created position. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior employee.

10.7 In the event of a reduction in work hours, a qualified employee with greater seniority may displace employees with less seniority in order to maintain work hours. In no case shall a reduction of any employee's work hours take effect until ten (10) workdays after written notice to the affected employee(s) is given by the Employer.

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

ARTICLE 11
Paid Leave

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

The Employer may require, after three (3) continuous days of requested sick leave, a doctor's certificate or report specifying the reason for such absence and the ability of the employee to return to work. Suspected abuse of sick leave may be subject to investigation and discipline. Employees shall be expected to call in and notify his/her immediate supervisor of any intended absence.

11.2 Employees at work for all permanently scheduled hours during the first, second, and third (60) session days of the school year shall receive an additional \$50 for each such trimester. The administration shall provide the Union with a schedule prior to the start of school. Days for school business (not union business), funerals (parents, spouse, children, sibling only), and jury duty will be the only acceptable leave time that can be used and still be eligible for this payment.

11.3 Sick leave may be accumulated to 180 days (1,440 hours). Payment for accumulated sick leave shall be made only to employees who are separated from their employment for other than just cause, and such accumulated sick leave shall be payable to the employee at the rate of \$2.50 per hour of accumulated leave to a maximum of 125 days (1,000 hours) for 1991-92, 130 days (1,040 hours) for 1992-93, and 135 days (1,080 hours) for 1993-94.

Employees with a minimum of ten (10) years active service with the District, and retiring with the Michigan Public School Employees Retirement System on or before the time they are eligible to retire, shall receive an additional \$50 per year of service to the District.

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

Any employee receiving Worker's Compensation benefits who does not resign, retire, or return to work within the time limits provided for in Article 17 shall not be eligible for payment under this section.

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

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

Employees may use up to two (2) emergency days per year for snow days. If an employee reports for work on a snow day, emergency leave cannot be used except for a legitimate emergency. At the employee's option, personal or vacation days may be used on snow days prior to emergency leave. If two (2) emergency days have been used for snow days, then personal or vacation leave, at the employee's option, must be used for subsequent days.

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

11.5 An employee shall be allowed five (5) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, Mother-in-law, Father-in-law, and Grandparents. One (1) day shall be granted for Grandchildren, Daughter-in-law, and Son-in-law if less than 120 miles away and three (3) days if over 120 miles away. Additional leave may be granted, deducted from sick leave, if approved by administration in individual cases. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, to be deducted from sick leave.

11.6 If a member is required to serve on a jury, or as a witness, when subpoenaed to a hearing, the Employer shall pay the difference between the jury fee/witness fee and the employee's usual earnings; only in those instances where the employee is not a plaintiff or defendant in said action.

11.7 Leave days shall be based on permanently assigned job hours, excluding overtime.

11.8 Current sick leave accumulation and vacation day information will be provided with payroll checks on a quarterly basis (first payday of September, December, March and June).

ARTICLE 12
Unpaid Leaves

12.1 Leaves of absence without pay may be granted to permanent employees with at least one (1) year seniority. Prior to applying for a leave of absence because of an employee's illness, all sick leave and vacation leave shall be utilized. Leaves of absence may be granted for the following reasons:

a. Health - Provided it can be reasonably expected that medical treatment will enable the Employee to return to work.

b. Illness of a member of the employee's immediate family, when living under the same roof as the employee, or when the employee has financial or supervisory responsibility for the relative.

12.2 In general, excepting child care leave, leaves of absence may not exceed three (3) months. However, they may be renewed for additional three (3) month periods if circumstances warrant. In no event shall consecutive leaves exceed two (2) years. A person who fails to apply for a leave of absence by the time sick leave has been used up shall be deemed to have quit, if such request is not made within five (5) days after notification by certified mail, return receipt requested, by the Employer that sick leave has been used up and that further absence requires a leave of absence.

12.3 Child Care - An employee with at least one (1) year seniority shall, upon request, be allowed a leave of absence not to exceed a period of twelve (12) months for the purpose of child care. Disability due to pregnancy shall be treated as sick leave (Article 11).

12.4 Fringe benefits are suspended during a leave of absence. Employees may elect to continue insurance programs on a direct reimbursement basis with the Employer.

12.5 Seniority shall not accumulate while an employee is on an unpaid leave.

ARTICLE 13
Holidays

13.1 The paid holidays are designated as:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day

Day After Thanksgiving Day
Christmas Day
Day Before New Year's Day
Day Before Christmas Day
Good Friday

13.2 Full year employees shall receive ten (10) paid holidays as specified above. School year employees shall receive nine (9) paid holidays as specified above, excluding the Fourth of July. Holiday pay shall be based on permanently scheduled hours.

13.3 Employees will be paid their current rate based on the usual work day. Holiday pay shall be at the rate paid for the employee's regular job classification, except that if an employee is filling a vacant position, or a position then open due to another vacancy, as opposed to filling in for someone only temporarily absent, then the employee shall be paid at the rate of the job being performed, if that rate is higher than the employee's regular classification.

13.4 Holiday benefits do not accrue to an employee who is scheduled to work, but who is absent from work without supervisory approval the day before or the day after a recognized holiday. If a holiday falls on a weekend, employees shall have another day off during the week, at the Union's designation, unless school is in session.

13.5 If an employee is required to work on a holiday, he/she shall be paid at the rate of double time for all hours worked in addition to holiday pay.

ARTICLE 14
Vacations

14.1 All permanent full-time, full-year employees covered by this Agreement shall earn annual leave as follows:

- a. After the completion of one (1) full year of employment, one (1) work week.
- b. After the completion of two (2) years of employment, two (2) work weeks.
- c. After the completion of eight (8) years of employment, three (3) work weeks.
- d. After the completion of twelve (12) years of employment, four (4) work weeks.
- e. After the completion of twenty (20) years of employment, five (5) work weeks.

14.2 Employees permanently assigned to the following jobs are not eligible for vacation, but shall receive pay in lieu of vacation: Clerk/Typist, Student Supervisor, Head Cook, Cook, Kitchen Aide, Delivery Driver, and Bus Drivers.

Pay in lieu of vacation shall be determined by multiplying the number of vacation weeks times the permanently scheduled weekly work hours times the employee's hourly rate(s) time 0.8.

Pay in lieu of vacation will be prorated for employees utilizing an unpaid leave of absence or on Workers Compensation during the year.

14.3 Vacations will be granted ordinarily during the summer vacation considering both the wishes of employees and efficient operation of the department, but in extraordinary circumstances, vacations may be taken at other times with the consent of the Superintendent of Schools.

14.4 Vacations may be split into periods of days or weeks, provided such scheduling does not drastically interfere with the operation of the schools.

14.5 A vacation may not be waived or accumulated by an employee and extra pay received for work during that period. An exception shall be where a vacation request has been denied and cannot be reasonably rescheduled.

ARTICLE 15
Insurance Coverage

15.1 Effective March 1, 1992, the Board shall provide MESSA Super Care 1 hospitalization insurance coverage for each permanent employee and his/her eligible dependents.

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

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

On the last payday in January, employees who have elected family or two-person coverage shall receive \$130 before taxes to cover their deductible; employees with single coverage shall receive \$65 before taxes to cover their deductible.

15.2 The Board shall pay 100% of health insurance costs for any employee hired before July 1, 1979, provided he/she retains an equal number of permanently scheduled hours. In the event the employee's hours are reduced by Board action, such employee shall continue to have 100% of his/her health insurance costs paid by the Board. Where the employee voluntarily reduces his/her hours, he/she shall receive benefits in accordance with section 15.1.

15.3 The Board will provide to each employee or family unit thereof the dental insurance plan identified as SET Ultradent, on a 50% co-pay basis the first year, and \$50 lifetime deductible per participant family member, with the 50% co-pay being reducible under the SET program each subsequent calendar year provided the participant visited a dentist for examination and diagnosis at least once during the calendar year, in accordance with the SET Ultradent plan.

15.4 The Board will provide VSP-2 vision insurance plan for each employee or family unit thereof beginning July 1, 1994.

15.5 In addition to any term life insurance included in the health insurance coverage, the Board will provide for \$2,500 in the event of the employee's death to the employee's beneficiary.

15.6 For employees not taking health coverage, the Board will provide an additional \$10,000 term life insurance or death benefit, effective July 1, 1994.

15.7 Employees whose regularly scheduled assignment is less than 2 hours per day shall not be eligible for insurance benefits.

15.8 The Board, at its sole option, may institute a MESSA-PAK with comparable dental coverage for 1994-95.

ARTICLE 16
Work Interruptions

16.1 The Union agrees that for the duration of this agreement there shall be no interruption of services for any cause by its members, nor shall they absent themselves from work, or abstain in whole or in part from the full and proper performance of their duties. Any violation of the foregoing may be subject to disciplinary action and/or discharge.

ARTICLE 17
Worker's Compensation

17.1 Except as provided below, all matters pertaining to Worker's Compensation shall be handled in accordance with applicable State and/or Federal laws.

17.2 An employee injured or claiming to have been injured or disabled as a result of accident or occupational disease so as to allegedly fall within coverage of Worker's Compensation shall be subject to the same requirements as other employees in applying for leave of absence, but fringe benefits shall be available to the limited extent provided for hereinafter.

17.3 If compensation is voluntarily paid by the Worker's Compensation carrier of the School District, the Employer shall maintain in effect at no cost to the employee for a period of six (6) months, the insurance benefits provided by the Employer to employee prior to cessation of work. Thereafter, the employee may elect at his/her own expense to continue insurances through the District's policies.

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

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

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

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

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

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

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

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

Any employee receiving Worker's Compensation benefits on July 1, 1991 shall continue to accrue seniority and maintain return rights to a position for which he/she is qualified.

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

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

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

This section (17.9) shall not in any way prohibit an employee from returning to work as provided for under section 17.6 of this article.

ARTICLE 18
Temporary Employees

18.1 With respect to the hiring of temporary employees, we agree that the number shall not exceed six (6) and that the period of their employment will be continued to those months or weeks of the year when school is not in session. In no case will the period of employment of these temporary employees exceed sixty (60) work days. Any summer employment to be offered by the Employer shall be posted in accordance with this Agreement, and school year employees shall, if qualified, be given preference for such positions.

18.2 It is understood that any temporary employee working by virtue of Federal and/or State programs shall not be included within these limitations.

18.3 It is further understood that the provisions of this Agreement entered into between the parties do not apply to temporary employees.

18.4 The parties agree that the Employer may employ not to exceed three (3) persons for extracurricular, weekends, and evenings after 6:00 p.m. bus drivers as permanent part-time employees. Such employees shall be utilized only after employment equal to forty (40) hours in a week has been offered to or made available to all regular bus drivers.

18.5 The Board may, from time to time, utilize the services of volunteers to perform work that is not done as a part of an employee's regular daily or weekly routine. Any such volunteers shall not be compensated. Volunteers shall not reduce the permanent hours of, displace, or replace a bargaining unit member.

ARTICLE 19
Miscellaneous

19.1 Letters of agreement shall be automatically included in the contract.

ARTICLE 20
Negotiations Procedures

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

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

ARTICLE 21
Duration of Agreement

21.1 This agreement shall be retroactive to and shall be effective as of July 1, 1993 and shall be in effect through the 30th day of June 1995.

21.2 In witness thereof the parties hereto have caused this Agreement to be signed by their representatives on this 20th day of September, 1993.

FOR THE ONTONAGON EDUCATION
SUPPORT PERSONNEL ASSOCIATION:

FOR THE ONTONAGON AREA SCHOOL
DISTRICT BOARD OF EDUCATION:

Mary Jane Rubich
OESP Union President
Mary Jane Rubich

Thomas Csmarich
Board of Education President
Thomas Csmarich

Date: 9-20-93

Date: 9/20/93

APPENDIX A
Wages

A.1 <u>Classification</u>	Effective 07-01-93	Effective 07-01-94
Bus Driver-Mechanic	\$10.91	\$11.21
Mechanic Helper-Bus Driver	10.55	10.85
Bus Driver Trainer	10.55	10.85
Bus Driver	10.21	10.51
Head Custodian	10.91	11.21
Custodian-Maintenance	10.55	10.85
Custodian	10.09	10.39
Summer Youth Program	10.55	10.85
Shop Paraprofessional	9.94	10.24
Head Cook	9.89	10.19
Cook	9.32	9.62
Kitchen Aide	8.87	9.17
Clerk-Stenographer	10.28	10.58
Clerk-Typist	9.46	9.76
Student Supervisor	9.22	9.52

A.2 New employees shall receive \$2.40 less per hour than regular rate for the first three (3) months; after three (3) months - \$1.80 less; after one (1) year - \$1.20 less; after two (2) years - \$.60 less; after three (3) years - full rate. A newly hired employee shall not receive less than a substitute doing the same job.

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

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

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

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

A.4 Student supervisors and the shop paraprofessional will be paid an additional \$1.50 per hour when in charge of classroom or library for at least one (1) hour when the regular instructor is absent from class and no other substitute teacher is assigned to that class.

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

A.6 Any driver driving to out-of-district activity shall receive lay-over time without limit. For trips requiring overnight stays, compensation shall be paid for a full eight (8) hour day for each day the driver is absent from the district, or for actual driving time, whichever is greater. Unusual circumstances regarding individual trips shall be open to negotiations.

A.7 Each driver on out-of-district trips shall be reimbursed for meals and lodging reasonably incurred.

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

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

A.10 In addition to the hourly rate paid to the bus driver trainer in Section A.1 above, the trainer shall receive a yearly stipend of \$250.

APPENDIX B

Grievance No. _____

ONTONAGON AREA SCHOOL DISTRICT
OESP GRIEVANCE FORM

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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STEP 2

A. Date Cause of Grievance Occurred _____

B.1. State of Grievance _____

2. Relief Sought _____

Grievant Signature Date

Association Signature Date

C. Disposition by Immediate Supervisor _____

Signature of Immediate Super. Date

D. Position of the Association _____

Association Signature Date

STEP 3

A. Date Received by Superintendent _____
B. Disposition of Superintendent _____

Superintendent Signature Date

C. Position of the Association _____

Signature of Association Date

STEP 4

A. Date Received by Board Committee _____
B. Disposition of Board Committee _____

Signature of Committee Date

C. Position of the Association _____

Signature of Association Date

STEP 5

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

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APPENDIX C

ONTONAGON AREA SCHOOLS EMPLOYEE WORK RULES

1. Absences from work

Notify the principal, head custodian, head cook, or head mechanic as early as possible if you are unable to report to work. In any event, you should report your absence no less than two hours before the start of your shift. If you are responsible for the opening of a building, notify the Principal as soon as possible so that adequate arrangements can be made for the opening and care of the building.

2. Relation of employees to pupils

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

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

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

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

6. Smoking is allowed only in designated areas.

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

1993-95 NON-TEACHING UNION CONTRACT
 ONTONAGON AREA SCHOOLS
 REGULARLY SCHEDULED WORK HOURS

HEAD CUSTODIAN	9 HOURS	260 DAYS
CUSTODIAN - MAINTENANCE	8 HOURS	260 DAYS
CUSTODIAN	8 HOURS	260 DAYS
CUSTODIAN	3 1/2 HOURS	180 DAYS
CLERK - STENOGRAPHER	7 1/2 HOURS	260 DAYS
CLERK - TYPIST	7 HOURS	200 DAYS
COMMUNITY SCHOOLS CLERK - TYPIST	6 HOURS	180 DAYS
	4 HOURS	80 DAYS
STUDENT SUPERVISOR (LIB)	7 HOURS	180 DAYS
STUDENT SUPERVISOR (ELEM)	6 HOURS	180 DAYS
BUS DRIVER (ONTONAGON RUNS)	2 HOURS	180 DAYS
BUS DRIVER (MASS A.M.)	2 1/2 HOURS	180 DAYS
BUS DRIVER (3RUNS)/DELIVERY	7 3/4 HOURS	180 DAYS
MECHANIC'S HELPER (INCLUDING RUNS)	8 HOURS	180 DAYS
	8 HOURS	40 DAYS
" /AS ASSIGNED	8 HOURS	40 DAYS
HEAD MECHANIC (INCLUDING RUNS)	10 HOURS	180 DAYS
	8 HOURS	80 DAYS
HEAD COOK	7 1/2 HOURS	180 DAYS
HS COOK	7 HOURS	180 DAYS
ELEMENTARY COOK	3 1/2 HOURS	180 DAYS
ELEMENTARY KITCHEN AIDE	1 1/2 HOURS	180 DAYS

ONTONAGON AREA SCHOOLS
JOB DESCRIPTION

JOB TITLE: Student supervisor

REPORTS TO: Principal, designated teacher

JOB REQUIREMENTS: High school diploma or equivalent. Ability to communicate clearly and to follow directions. A previous good work attitude and record with a good attendance pattern. Appearance is neat and clean. Has an interest in fulfilling the responsibilities of the job. Physically able to perform all duties that are required and expected of persons employed in this classification.

Able to type clear copy at a rate of 30 or more net words per minute; to accurately follow oral and written instructions; to write, speak, and spell English correctly; to make accurate mathematical computations; and to have penmanship clear and legible.

RESPONSIBILITIES AND TYPICAL DUTIES:

1. To supervise children.
2. To assist teachers with instructional and clerical work.
3. To prepare and maintain records and reports.
4. To operate all office machines.
5. To answer and make telephone calls.
6. To sell tickets and supplies and provide appropriate reconciliation for sales.
7. To maintain a neat and tidy workplace, and to take proper care of supplies and equipment.
8. To perform other reasonable duties assigned by the Supervisor that are required and expected of persons employed in this classification.

ONTONAGON AREA SCHOOLS
JOB DESCRIPTION

JOB TITLE: Clerk- Typist

REPORTS TO: Principal/ Community Schools Director

JOB REQUIREMENTS: High school diploma or equivalent. Ability to communicate clearly and to follow directions. A previous good work attitude and record with a good attendance pattern. Appearance is neat and clean. Has an interest in fulfilling the responsibilities of the job. Physically able to perform all duties that are required and expected of persons employed in this classification.

One year of successful office experience (with references) involving jobs associated with this classification including experience in word processing applications.

Able to type clear copy at a rate of 40 or more net words per minute; to be computer literate; to accurately follow oral and written instructions; to write, speak, and spell English correctly; to make accurate mathematical computations; and to have penmanship be clear and legible.

RESPONSIBILITIES AND TYPICAL DUTIES:

1. All responsibilities and duties listed in the Student Supervisor job description.
2. To act as a receptionist.
3. To establish and maintain an accurate filing system.
4. To perform other reasonable duties assigned by the Supervisor that are required and expected of persons employed in this classification.

ONTONAGON AREA SCHOOLS
JOB DESCRIPTION

JOB TITLE: Clerk- Stenographer

REPORTS TO: Principal

JOB REQUIREMENTS: High school diploma or equivalent. Ability to communicate clearly and to follow directions. A previous good work attitude and record with a good attendance pattern. Appearance is neat and clean. Has an interest in fulfilling the responsibilities of the job. Physically able to perform all duties that are required and expected of persons employed in this classification.

Six months of successful stenograph experience, or completion of one year of college or business college, or two years of Office Occupations at Ontonagon Area High School or equivalent; experience in wordprocessing applications.

Able to take dictation at a rate of 100 words per minute is preferred, but not necessarily required; to type clear copy at a rate of 50 or more net words per minute; to be computer literate; to accurately follow oral and written instructions; to write, speak, and spell English correctly; to make accurate mathematical computations; and to have penmanship be clear and legible; and to compose letters according to a standard pattern or from notes or oral instruction.

RESPONSIBILITIES AND TYPICAL DUTIES:

1. All responsibilities and duties listed in the Clerk- Typist job description.
2. To serve as Secretary to the Principal.
3. To demonstrate knowledge of office procedures and materials and the ability to exercise judgment in connection with problems arising at work.
4. To perform basic accounting tasks.
5. To perform other reasonable duties assigned by the Supervisor that are required and expected of persons employed in this classification.

ONTONAGON AREA SCHOOLS
JOB DESCRIPTION

JOB TITLE: Custodian

REPORTS TO: Principal

JOB REQUIREMENTS: High school diploma or equivalent. Ability to communicate clearly and to follow directions. A previous good work attitude and record with a good attendance pattern. Appearance is neat and clean. Has an interest in fulfilling the responsibilities of the job. Basic knowledge to perform all duties including operation of cleaning equipment. Physically able to perform all duties; able to work on ladders and scaffolding; able to lift 50 pounds; able to climb, walk, and perform other duties that are required and expected of persons employed in this classification.

RESPONSIBILITIES AND TYPICAL DUTIES:

1. Classrooms, offices, work rooms, storerooms, and other teaching stations- sweep floors, vacuum, dust furniture, including built-in equipment, clean chalkboards, and empty wastebaskets, all on a daily basis.
2. Restrooms and lockerrooms- Must meet health code standards. Sweep floors, dust, wet mop, clean sinks and mirrors, toilet bowls and urinals; check and fill sanitary napkin dispensers, towel holders, toilet paper dispensers, soap dispensers; empty wastebaskets, all on a daily basis. Spot clean walls, clean windows, lockers, tile, and partitions as needed.
3. Hallways- Sweep and dust floor areas, clean drinking fountains, on a daily basis. Empty wastebaskets, clean glass, fixtures, lockers, and walls as needed.
4. Stairways- Sweep on daily basis and wet mop as needed.
5. Custodial rooms/closets- clean as needed. These areas are to remain in a neat and orderly fashion at all times.
6. Minor repair- do minor repairs to equipment or building as necessary.
7. Summer time duties- Participate in the thorough cleaning of the building as directed by the Principal.
8. Other reasonable duties assigned by the Principal that are required and expected of persons employed in this classification.
9. All custodians shall be responsible for the proper care and security of the building when on duty.

ONTONAGON AREA SCHOOLS
JOB DESCRIPTION

JOB TITLE: Custodial Maintenance

REPORTS TO: Principal

JOB REQUIREMENTS: High school diploma or equivalent. Ability to communicate clearly and to follow directions. A previous good work attitude and record with a good attendance pattern. Appearance is neat and clean. Has an interest in fulfilling the responsibilities of the job. Basic knowledge to perform all duties including operation of cleaning and maintenance equipment. Physically able to perform all duties; able to work on ladders and scaffolding; able to lift 50 pounds; able to climb, walk, and to perform other duties that are required and expected of persons employed in this classification.

RESPONSIBILITIES AND TYPICAL DUTIES:

1. All responsibilities and duties listed in the Custodian job description.
2. Repair and maintenance including but not limited to painting, finishing, glazing, basic carpentry, furniture, roofing, and heating and ventilation.

ONTONAGON AREA SCHOOLS
JOB DESCRIPTION

JOB TITLE: Head Custodian

REPORTS TO: Principal

JOB REQUIREMENTS: High school diploma or equivalent. Ability to communicate clearly and to follow directions. A previous good work attitude and record with a good attendance pattern. Appearance is neat and clean. Has an interest in fulfilling the responsibilities of the job. Basic knowledge to perform all duties including operation of cleaning and maintenance equipment. Physically able to perform all duties; able to work on ladders and scaffolding; able to lift 50 pounds; able to climb, walk, and to perform other duties that are required and expected of persons employed in this classification.

RESPONSIBILITIES AND TYPICAL DUTIES:

1. All responsibilities and duties listed in the Custodial Maintenance job description.
2. Basic repair of electrical circuitry, plumbing, and heating and ventilation equipment. Skill and knowledge of electronic controls, carpentry, and blueprints.
3. Interpretation of technical manuals.
4. Estimating material, time, and money needed for maintenance jobs.
5. Preparation of reports required by the Principal.
6. Ordering, using proper procedures, the materials needed for custodial and maintenance work.
7. Training new employees in the custodial area.

ONTONAGON AREA SCHOOLS
JOB DESCRIPTION

JOB TITLE: Bus Driver

REPORTS TO: Principal, Superintendent

JOB REQUIREMENTS: High school diploma or equivalent. Possess State of Michigan license to operate a school bus. Meets or exceeds insurance standards of School District's insurer. Ability to communicate clearly and to follow directions. A previous good work attitude and record with a good attendance pattern. Appearance is neat and clean. Has an interest in fulfilling the responsibilities of the job. Basic knowledge to perform all duties. Physically able to perform all duties that are required and expected of persons employed in this classification.

RESPONSIBILITIES AND TYPICAL DUTIES:

The safe operation of the school bus and the physical well being of the student riders are the most important aspects of the bus driver's job.

1. Obeys all the State of Michigan and other governmental units rules and regulations pertaining to the operation of a school bus. Drives only as conditions permit.
2. Maintains student discipline according to the laws of the State of Michigan and rules and regulations of the Board of Education.
3. Completes student misconduct forms when necessary and communicates discipline problems or unsafe conditions to the Principal.
4. Keeps bus in a clean condition, including mirrors, light lenses, windshield, and floors; keeps bus properly fueled.
5. Maintains records, including bus maps, as required by the Principal or Superintendent.
6. Reports in writing to the Superintendent or Principal without delay all accidents, traffic violatins, and citations issued by law agencies.
7. Utilizes the bus radio in a proper manner.
8. Follows the rules and regulations established by the Board of Education or administration.
9. Keeps the head mechanic informed of whereabouts between runs during inclement weather.
10. Other reasonable duties assigned by the Supervisor that are required and expected of persons employed in this classification.

ONTONAGON AREA SCHOOLS
JOB DESCRIPTION

JOB TITLE: Mechanic's Helper- Bus Driver

REPORTS TO: Principal, Superintendent

JOB REQUIREMENTS: High school diploma or equivalent. Possess State of Michigan license to operate a school bus. Meets or exceeds insurance standards of School District's insurer. Ability to communicate clearly and to follow directions. A previous good work attitude and record with a good attendance pattern. Appearance is neat and clean. Has an interest in fulfilling the responsibilities of the job. Physically able to perform all duties that are required and expected of persons employed in this classification.

Skill and knowledge of: gasoline and diesel engines; drive trains; electrical, cooling, steering, exhaust, lighting, heating, and braking systems; carburetion and lubrication; bus body repair and maintenance; repair and replacement of tires.

RESPONSIBILITIES AND TYPICAL DUTIES:

1. All responsibilities and duties listed in the Bus Driver job description.
2. To assist the mechanic with the repair and maintenance of all school vehicles.
3. To perform preventive maintenance checks and to keep such maintenance records as may be required.
4. To be responsible for the proper care of the workplace, tools, and equipment.
5. To perform other reasonable duties assigned by the Supervisor that are required and expected of persons employed in this classification.

ONTONAGON AREA SCHOOLS
JOB DESCRIPTION

JOB TITLE: Mechanic- Bus Driver

REPORTS TO: Principal, Superintendent

JOB REQUIREMENTS: High school diploma or equivalent. Possess State of Michigan license to operate a school bus. Meets or exceeds insurance standards of School District's insurer. Ability to communicate clearly and to follow directions. A previous good work attitude and record with a good attendance pattern. Appearance is neat and clean. Has an interest in fulfilling the responsibilities of the job. Physically able to perform all duties that are required and expected of persons employed in this classification.

Skill and knowledge of: gasoline and diesel engines; drive trains; electrical, cooling, steering, exhaust, lighting, heating, and braking systems; carburetion and lubrication; bus body repair and maintenance; repair and replacement of tires; engine tune up and overhaul; gas welding and cutting; electric arc welding.

RESPONSIBILITIES AND TYPICAL DUTIES:

1. All responsibilities and duties listed in the Mechanic's Helper-Bus Driver job description.
2. To properly repair and maintain all school vehicles at a level to meet or exceed State legal requirements.
3. To keep and maintain accurate records of service and repair of vehicles, gas and oil consumption, inventories of time and materials, etc., as may be required.
4. To plan and carry out a preventive maintenance program for all school vehicles.
5. To schedule drivers for extra trips according to the contract.
6. To inform the supervisor of actual or potential equipment problems.
7. To perform other reasonable duties assigned by the Supervisor that are required and expected of persons employed in this classification.

ONTONAGON AREA SCHOOLS
JOB DESCRIPTION

JOB TITLE: Kitchen Aide

REPORTS TO: Head cook, designated administrator

JOB REQUIREMENTS: High school diploma or equivalent. Ability to communicate clearly and to follow directions. A previous good work attitude and record with a good attendance pattern. Appearance is neat and clean. Has an interest in fulfilling the responsibilities of the job. Physically able to lift 50 pounds and perform all duties that are required and expected of persons employed in this classification. Experience working in quantity food kitchens is desirable.

RESPONSIBILITIES AND TYPICAL DUTIES:

1. To assist with serving food and do dishwashing.
2. To assist with cleaning and caring for the kitchen area and equipment.
3. To transport food between kitchens and/or dining areas.
4. To perform other reasonable duties assigned by the Supervisor that are required and expected of persons employed in this classification.

ONTONAGON AREA SCHOOLS
JOB DESCRIPTION

JOB TITLE: Cook

REPORTS TO: Head cook, designated administrator

JOB REQUIREMENTS: High school diploma or equivalent. Ability to communicate clearly and to follow directions. A previous good work attitude and record with a good attendance pattern. Appearance is neat and clean. Has an interest in fulfilling the responsibilities of the job. Physically able to lift 50 pounds and to perform all duties that are required and expected of persons employed in this classification. Experience working in quantity food kitchens is desirable.

RESPONSIBILITIES AND TYPICAL DUTIES:

1. All responsibilities and duties listed in the Kitchen Aide job description.
2. To assist the head cook with quantity food preparation and serving.
3. To clean and care for the kitchen area and equipment.
4. To use the various types of equipment common to large kitchens.
5. To supervise the satellite kitchen.
6. To perform other reasonable duties assigned by the Supervisor that are required and expected of persons employed in this classification.

ONTONAGON AREA SCHOOLS
JOB DESCRIPTION

JOB TITLE: Head Cook

REPORTS TO: Designated administrator

JOB REQUIREMENTS: High school diploma or equivalent. Ability to communicate clearly and to follow directions. A previous good work attitude and record with a good attendance pattern. Appearance is neat and clean. Has an interest in fulfilling the responsibilities of the job. Physically able to lift 50 pounds and to perform all duties that are required and expected of persons employed in this classification. Experience working in quantity food kitchens is desirable.

Skill and Knowledge of: Quantity food preparation, basic nutrition, purchasing, and governmental regulations.

RESPONSIBILITIES AND TYPICAL DUTIES:

1. All responsibilities and duties listed in the Cook job description.
2. To plan menus that meet governmental regulations and are appealing to the students.
3. To wisely order and purchase the necessary food and supplies.
4. To prepare and serve the meals.
5. To keep proper records, including inventories, as required by governmental regulations or the supervisor.
6. To supervise employees and to instruct them in the proper use of equipment.
7. To maintain a file of recipes and to instruct the cooks in using the recipes.
8. To be responsible for the cleanliness of the kitchen area.
9. To plan and supervise the Senior Citizen lunch program, the ala carte menus, and any other kitchen related activities that enhance or support the basic hot lunch program.
10. To perform other reasonable duties assigned by the Supervisor that are required and expected of persons employed in this classification.

LETTER OF UNDERSTANDING

BETWEEN THE

ONTONAGON AREA SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

ONTONAGON EDUCATION SUPPORT PERSONNEL ASSOCIATION

The above named parties hereby agree that Jacqueline Erickson shall be included in the bargaining unit as a kitchen aide at the elementary building. Section 8.5 shall not apply to regularly scheduled hours.

She will be placed on the salary schedule with one(1) year of credit effective July 1, 1993.

Placement shall not result in any loss of wages. There shall be no retroactivity.

Posting of the position shall not be required.

FOR THE ONTONAGON AREA SCHOOL
DISTRICT BOARD OF EDUCATION:

FOR THE ONTONAGON EDUCATION SUPPORT
PERSONNEL ASSOCIATION:

Thomas Amari L

Mary Jane Rubich

Date: 9/20/93

Date: 9-20-93

LETTER OF UNDERSTANDING

BETWEEN THE

ONTONAGON AREA SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

ONTONAGON EDUCATION SUPPORT PERSONNEL ASSOCIATION

The above named parties hereby agree to the following concerning unemployment compensation:

1. If Michigan law changes to allow employees to receive unemployment compensation for non-session days, any such employee who has received such compensation shall reimburse the District for all such compensation upon his/her return to work.
2. It is expressly understood that this agreement shall remain in place for the duration of the current Master Agreement and shall expire on June 30, 1995.

FOR THE ONTONAGON AREA SCHOOL
DISTRICT BOARD OF EDUCATION:

Thomas Comovich

DATE 7/20/93

FOR THE ONTONAGON EDUCATION SUPPORT
PERSONNEL ASSOCIATION:

Mary Jane Rubich

DATE 9-20-93

LETTER OF UNDERSTANDING

BETWEEN THE

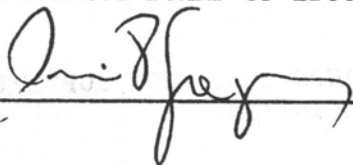
ONTONAGON AREA SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

ONTONAGON EDUCATION SUPPORT PERSONNEL ASSOCIATION

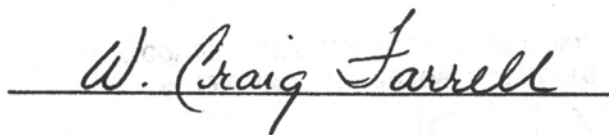
For the purpose of interpreting Section 14.2 of Article 14 of the Master Agreement, the above-named parties hereby agree that Linda Knickerbocker, in lieu of working a schedule for the full contract year, shall be eligible for vacation leave as provided in Article 14, Section 14.1.

FOR THE ONTONAGON AREA SCHOOL
DISTRICT BOARD OF EDUCATION:



Date: 4-20-92

FOR THE ONTONAGON EDUCATION SUPPORT
PERSONNEL ASSOCIATION:



Date: 6-8-92

LETTER OF UNDERSTANDING

BETWEEN THE

ONTONAGON AREA SCHOOL DISTRICT BOARD OF EDUCATION

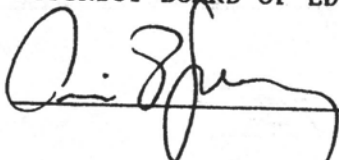
AND THE

ONTONAGON EDUCATION SUPPORT PERSONNEL ASSOCIATION

The above named parties hereby agree to the following as it relates to the implementation of Section 15.1 of Article 15 in the Master Agreement:

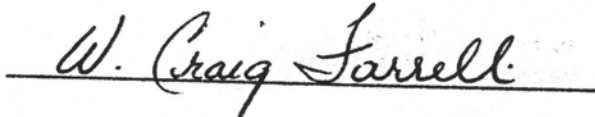
No employee, as a result of Section 15.1, shall have his/her insurance coverage reduced below the percentage paid during the 1990-91 school year, provided the employee stays in the same position and retains an equal number of permanently scheduled hours.

FOR THE ONTONAGON AREA SCHOOL
DISTRICT BOARD OF EDUCATION:



Date: 4-20-92

FOR THE ONTONAGON EDUCATION SUPPORT
PERSONNEL ASSOCIATION:



Date: 6-8-92

LETTER OF UNDERSTANDING

BETWEEN THE

ONTONAGON AREA SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

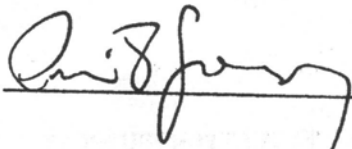
ONTONAGON EDUCATION SUPPORT PERSONNEL ASSOCIATION

The above named parties hereby agree that the position presently filled by Regina Parkin shall not be considered a bargaining unit position as long as she continues in the position.

The parties further agree that the utilization of a non-bargaining unit member in this position shall not be considered to set a precedent.

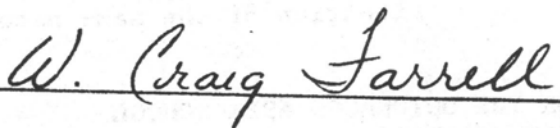
In the event the Board determines to continue the position at any time after it becomes vacant, it shall then be subject to the terms and conditions of the Master Agreement executed by the parties.

FOR THE ONTONAGON AREA SCHOOL
DISTRICT BOARD OF EDUCATION:



Date: 4-20-92

FOR THE ONTONAGON EDUCATION SUPPORT
PERSONNEL ASSOCIATION:



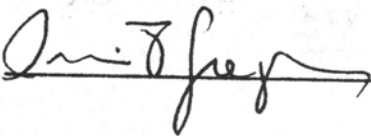
Date: 6-8-92

LETTER OF UNDERSTANDING
BETWEEN THE
ONTONAGON AREA SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
ONTONAGON EDUCATION SUPPORT PERSONNEL ASSOCIATION

The above named parties hereby agree to the following concerning the position filled by Patty Webber:

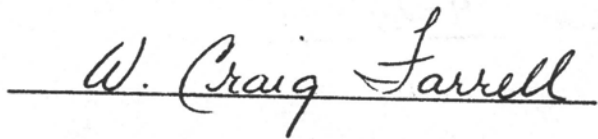
1. The position shall be non-union and shall be titled Health Paraprofessional.
2. The Board shall have the option of contracting out said position with a third party.
3. The duties of the Health Paraprofessional shall be limited to the requirements specified in the student's individual education plan (IEPC) or to duties not performed by union employees.
4. This letter of understanding shall also apply to any future situation of the same nature.

FOR THE ONTONAGON AREA SCHOOL
DISTRICT BOARD OF EDUCATION:



Date: 4-20-92

FOR THE ONTONAGON EDUCATION SUPPORT
PERSONNEL ASSOCIATION:



Date: 6-8-92

