

MASTER AGREEMENT
BETWEEN THE
OTTAWA AREA INTERMEDIATE SCHOOL DISTRICT
AND THE
OTTAWA SERVICE EMPLOYEES ASSOCIATION
LOCAL 101
AN AFFILIATE OF
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
September 1, 1992 - August 31, 1994

Ottawa Area Intermediate School District

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PREAMBLE

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

WITNESSETH

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

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

ARTICLE I
RECOGNITION

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

ARTICLE II
DEFINITIONS

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

ARTICLE III
DISTRICT RIGHTS

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

Article III (continued)

7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

ARTICLE IV
ASSOCIATION RIGHTS

- A. The Association and/or its representative shall have the right to use the Ottawa Area Center at reasonable hours for meetings, provided that advance approval has been obtained from the Superintendent or his designee at least forty-eight (48) hours prior to the scheduled meeting. No charge shall be made for the use of school rooms during school days from the hours 7:00 a.m. to 6:00 p.m. Outside of said hours, the District may make an appropriate charge for the use of the facilities. The District may also charge the Association for: Special custodial service when necessary, damages to District equipment, facilities, and other properties attributable to such use.

- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property before and after school hours, provided that this shall not interfere with or interrupt normal school operations.

- C. The Association shall be permitted to use school facilities and equipment including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audiovisual equipment when such equipment is not in use and as permitted by the building supervisor. The Association shall pay for the cost of all materials, supplies and repairs incidental to such use.

- D. The Association shall be permitted to post notices relating to Association business on a bulletin board at the Area Center.

Article IV (continued)

- E. The District shall make available to the Association, upon request, all regularly and routinely prepared information concerning the financial condition of the school, including annual financial statement, adopted budget, and other readily available and pertinent information which may be relevant to negotiations or the processing of a grievance. Nothing contained herein shall require the central administrative staff to research and assemble information.

- F. The District agrees to provide to the Association a current seniority list of all bargaining unit members not later than November 1 of each year.

ARTICLE V

ASSOCIATION DUES AND PAYROLL DEDUCTIONS

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

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

Article V (continued)

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

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

ARTICLE VI
FINANCIAL RESPONSIBILITY

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

ARTICLE VII
EMPLOYEE RIGHTS

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

- B. At the beginning of each school year (if the handbook has been revised), the District shall provide each bargaining unit member with a handbook which shall contain the District's policy in regards to procedures for inspection and release of student records, applicable District policy and administrative rules and regulations as determined by the District. The handbook will be periodically updated, and such updated information shall be provided to all Bargaining Unit Members. A copy of the handbook will be provided to each new employee upon employment.

ARTICLE VIII

SENIORITY

- A. Seniority is defined as continuous length of service within the bargaining unit as of the employee's first working day. In the event of more than one person beginning employment on the same day, position on the seniority list shall be determined by ranking the last four digits of the employees' social security numbers, the higher number having greater seniority.

- B. Employees shall be on probation for the first sixty (60) work days of employment. Upon completion of the probationary period, employees shall be entered on the seniority list and attain seniority ranking from their most recent "first working day" within the bargaining unit. There shall be no seniority among probationary employees.

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

- D. Unit members who began employment with the Ottawa Area Intermediate School District on September 1, 1972, and have been continuously employed since that time, and who were previously employed by a local school may, within their bargaining group, use years of employment prior to their employment with the Ottawa Area Intermediate School District (9-1-72) to determine priorities in applying for vacancies at the Ottawa Area Center.

ARTICLE IX
LAYOFF AND RECALL

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

- A. Probationary employees shall be laid off first.
- B. If a further reduction is instituted, employees shall be laid off in inverse order of seniority.
- C. The District shall give at least thirty (30) calendar days written notification (except in cases of emergency) of any such layoff before the effective day thereof.
- D. When the work force is increased after a layoff or a vacancy exists, the most senior persons on layoff will be recalled first.
- E. Notice of recall shall be sent to the employee at his/her last official address (as reflected by the District's records) by registered or certified mail, with a copy to the Association. If the employee fails to report for work within ten (10) work days of receipt of notice of recall (or on such later date as may be specified in notice), or if the employee fails to notify the District of his/her intent to return within five (5) calendar days of receipt of notice of recall, then the employee shall be considered a quit.

Article IX (continued)

- F. An employee who was laid off from a full-time position may decline recall to a part-time position without forfeiting future recall rights within the recall period (i.e. two years following layoff).

- G. A recall list shall be maintained by the District. Any employee who is laid off for a period of two (2) years or more shall automatically lose all recall rights.

ARTICLE X

HIRING, VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined for the purpose of this Article as a newly created position or an existing position within the Bargaining Unit which is unfilled and which the District intends to fill. No vacancy shall be filled until it has been posted for a period of at least ten (10) working days. When a vacancy is filled from within the unit, the assignment will be made and posted within twenty (20) days after the date upon which the vacancy was initially posted.
- B. Whenever a vacancy occurs, notice of such vacancy shall be posted as soon as reasonably possible on the employees' bulletin board, and a copy of same shall be sent to all laid off employees.
- C. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure in addition to the procedures heretofore outlined, shall be followed:
1. Employees with specific interests in possible vacancies will notify the Superintendent of their interests in writing, during the last regular week of school and shall include a summer address.
 2. Should a vacancy occur, the employees who have expressed an interest in said position or a similar position shall be contacted by the Superintendent's office and notified of the vacancy.
 3. The employees so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within three (3) working days of said notification.
- D. When vacancies occur owing to a permanent separation of employment, or the creation of a new position, such vacancies, except for home-trainer

Article X (continued)

vacancies, shall be filled with the most senior applicant. If there are no applicants from within the bargaining unit, the Board shall have the right to permanently employ a new hire to fill the position. When home-trainer vacancies occur, the most senior applicants will receive first consideration for the position, and the Superintendent or his designee shall have the right to select another applicant from within the bargaining unit.

- E. When a temporary vacancy occurs, the Superintendent or his designee shall fill the position from outside the bargaining unit on a temporary basis for the duration of said leave, unless a mutual agreement is reached to do otherwise.
- F. Request for transfer shall be in writing and filed with the Superintendent.
- G. An employee transferred at his/her request shall remain in any new assignment for a period of one (1) year before being eligible to apply for another transfer, unless conditions prevail where a change would be in the best interest of the District and the employee, as determined by the District.
- H. Requests for initial summer placements by aides shall be granted on the basis of seniority. When more than one such aide desires assignment to the same room for summer session, room assignment shall then be on the basis of seniority.
- I. If the District establishes a community based instruction program, before making its aide staffing assignments for such program, the District shall consult with the Association.

ARTICLE XI
CONDITIONS OF EMPLOYMENT

- A. The regular work day for an aide shall be seven (7) hours concurrent with the teacher work day.

- B. The regular work week for employees shall be five (5) consecutive days.

- C. In the event that school is cancelled because of inclement weather (e.g. heavy snow, excessive heat, etc.), any employees who are not required by the District to report for work shall receive pay for their regular work day. In the event that school at the Ottawa Area Center is cancelled because of snow or ice, employees shall not be required to report for work that day. If it becomes necessary (e.g. to avoid loss of funding and/or to meet state or federal mandated instructional requirements) to make up any such cancelled days, and if such cancelled days cannot be made up during the regular summer session, then the makeup days shall be worked without additional pay by any employee who received pay (and was not required to work) on the cancelled day(s). However, any employee who was required to work on the cancelled day(s) shall receive additional pay for the makeup day(s).

- D. Overtime shall be paid as follows:
 - 1. Aides shall be paid at their regular hourly rate for all hours authorized by the principal and worked in excess of thirty-five (35) hours per week but less than forty (40) hours per week.
 - 2. Time and one-half shall be paid for each hour over forty (40) hours worked in one calendar week and for work authorized on Sunday.
 - 3. Double time shall be paid for all hours on holidays recognized in Article XVII of this Agreement.

Article XI (continued)

- E. Aides shall be entitled to a thirty (30) minute break daily. Except in case of emergency, this break shall be duty free and shall take place in a duty free location.

- F. One (1) hour minimum pay shall be paid when an employee is called in for unscheduled hours. (Snow days excluded.)

- G. Except in unanticipated or emergency circumstances, aides shall not be required to administer the following medical procedures when a trained nurse is available: Insertion of tubes including catheterization and gavage, fecal impactions and suctioning.

ARTICLE XII
DISCIPLINE OF EMPLOYEES

- A. No employee shall be disciplined without just cause. Any such discipline may be subject to the grievance procedure. Upon written request from the Association, the District shall provide a written response explaining the basis for said action.

- B. An employee shall be entitled to have present a representative of the Association when disciplinary action, which will become part of the employee's personnel file, is being taken.

- C. Complaints received by the Administration, which are to become a part of the employee's personnel file shall be promptly called to the attention of the employee.

ARTICLE XIII
LEGAL PROTECTION

- A. Employees are provided legal protection from liabilities arising in the scope of employment under a liability insurance policy purchased by the District.

- B. It is expressly agreed that such protection arises from, and is subject to the terms and conditions of the policy. If the District's application for renewal of the policy is rejected or if premium prices rise by fifty (50) percent or more in a year, said protection may, at the discretion of the District be cancelled.

- C. Time lost as a result of legal action arising from an assault upon an employee by a student shall not be charged to the employee. Time lost as a result of being complained against if sued by reason of disciplinary action taken by the employee shall not be charged against the employee if his action is upheld.

- D. The District agrees to reimburse employees for damage or destruction of clothing or other personal property worn by an employee caused by a student while the employee is acting within the scope of his/her employment provided:
 - 1. If the damage is reimbursable through an insurance plan under which the employee is covered, the District shall not be liable. However, the District will pay the deductible if the damage is reimbursable pursuant to this provision.
 - 2. That, in the opinion of the District, the employee was exercising reasonable care in dealing with the student.
 - 3. That within three (3) days of the occurrence the employee shall file a written report with his supervisor detailing the incident, and itemizing the damages, loss or destruction of clothing or personal property.
 - 4. That the District shall reimburse the employee for a reasonable amount.

ARTICLE XIV

SICK LEAVE

- A. At the beginning of the school year each employee will be credited with one (1) day of sick leave for each month the employee will work for the District during the ensuing school year. Employees hired after the beginning of the school year will receive a prorated number of sick days. Should an individual's employment terminate during the school year, that employee shall receive a proportionate deduction from her final paycheck for any used but unearned sick leave. The unused portion of sick leave shall accumulate to a maximum of sixty (60) days, provided however, that no employee covered by this agreement shall forfeit days in excess of thirty (30) accumulated prior to August 31, 1980.
- B. Employees may use sick leave to recover from a period of illness/disability provided, however, that sick leave payments are subject to the employee having performed all duties until physically sick/disabled and returned to service as soon as physically able to perform all duties. Employees may also use up to five (5) days of sick leave per year for serious illness to mother, father, mother-in-law, father-in-law, and those members of the immediate family in the same household.
- C. The District may require a physician's certification verifying an illness or disability when said illness or disability has caused an employee to be absent from his/her employment responsibility in excess of three (3) consecutive days or at any other time the District believes there has been an abuse of sick leave.

Article XIV (continued)

- D. The District will furnish a written statement to each employee by October 1 of each school year setting forth the total days of sick leave accumulated.
- E. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, or one year, whichever is lesser.
- F. Earned but unused sick leave days shall be retained by an employee in the following cases:
1. Employees absent while on authorized leaves of absence.
 2. Employees who are recalled from a layoff.
- G. 1. 180-day aides will be credited with ten (10) days sick leave (one day per month during the regular school year) at the inception of the school year in September.
2. 180-day aides who work during the ensuing summer at the Ottawa Area Center shall receive one (1) day sick leave per month worked during said summer. This leave shall be credited to the aide the following September.
3. Aides may use their accumulated sick leave in accordance with the terms of the Master Agreement, during any employment in summer programs at the Ottawa Area Center.

ARTICLE XV
EMERGENCY LEAVE

- A. Aides shall be granted up to a total of two days emergency leave, per year, the second of which shall be chargeable against sick leave, for the following purposes:
1. Absence to attend a funeral other than a member of the immediate family.
 2. Absence because of a required Court appearance.
 3. Absence for personal business to be used for handling matters which cannot be conducted outside working hours or during vacation periods.

Employees shall make written application for emergency leave at least one week in advance, except where circumstances do not permit notification. Unused emergency leave days shall be non-accumulative.

- B. An employee requesting emergency leave shall provide the following:
1. Reason(s) for the request.
 2. Expected duration of the leave.
- C. An employee taking leave under the provisions of this Article may be required to provide evidence of the validity of the reason for the leave.
- D. Aides may request, without loss of pay, a partial day's leave of absence to attend the funeral of a co-worker or a student at the Ottawa Area Center.

ARTICLE XVI
LEAVES OF ABSENCE

- A. General Leave -- Any employee desiring a leave of absence without pay may make written application for such leave to the District. An Unpaid Leave of Absence not exceeding one (1) year may be granted for the following purposes:
1. Child Care
 2. Service as an Association Officer
 3. Service in Public Office
 4. Other reasons not herein before specified.

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

1. Name, date and applicant's signature
2. Nature of request
3. Reason for the request and any additional data or documentation the employee feels will bear on the merits of the requested leave of absence
4. Dates the applicant desires to commence and terminate the leave of absence.

Upon receipt of proper application, the District will review the request and the reasons advanced in support thereof. The granting or denial of an unpaid leave of absence shall be discretionary with the District. Within ten (10) days of the receipt of proper application, the District shall render a decision in writing regarding the approval or denial of unpaid leave.

- B. Unpaid leaves of absence, as provided for in paragraph A (above), shall be without pay, fringe benefits, experience credit, seniority, or sick leave

accumulation unless otherwise expressly and specifically provided in this Agreement; provided, however, that an employee returning from an authorized unpaid leave of absence shall be entitled to accrued benefits earned prior to said leave. An employee returning from an authorized unpaid leave of absence shall be entitled to advancement on the wage scale (at such time as all other bargaining unit members are considered for such advancement) if, but only if, the employee worked a minimum of ninety (90) work days during the preceding regular (i.e. 180 day) school year. Upon return from an authorized unpaid leave of absence, the employee shall be restored to the same position as when he/she left if available.

- C. During the period of an unpaid leave of absence, employees shall not be entitled to insurance benefits at District expense. Upon application, the approval thereof, and subject to the limitations established by the respective insurance carrier, insurance benefits may be continued at the employee's expense by paying the appropriate premiums at the payroll office.

- D. Jury Duty Leave -- An employee who is summoned for jury duty and is not relieved from such duty shall be granted a jury duty leave of absence for that purpose, provided evidence of such jury duty is presented to the District at the earliest possible date. Employees shall work their scheduled hours when not serving as jurors, and an employee not selected to serve on a particular jury shall report for work immediately after selection of said jury. The employee shall receive his/her basic rate of pay for the time lost from regularly scheduled work less any amount received for such jury duty excluding travel allowances and

reimbursement for expenses.

- E. Funeral Leave -- Full-time employees covered by this Agreement will be allowed three (3) days off without loss of pay in the event of death of a member of his/her immediate family. Two (2) days more may be granted at the discretion of the Superintendent or his designee. Funeral leave for part-time employees shall be prorated. Immediate family is defined as: spouse, parent, child, grandparent, parent-in-law, stepchild, grandchild or sibling of the employee.
- F. The undersigned parties do hereby agree that, irrespective of Article XVI, Section C (above), the District shall, upon application for same, continue to contribute its normal obligation towards health care benefits (as provided in Article XXII) for those employees on unpaid leave necessitated by a circumstance to which Workers' Compensation has been determined as applicable. However, the District shall in no way be so obligated for more than one (1) month beyond the month in which the injury occurred. Upon written application, an extension not to exceed three (3) additional months may be granted by the Superintendent. If an employee continues group health care benefits at his/her own expense during an unpaid leave with respect to which a Workers' Compensation claim is pending (but has not yet been determined as applicable), and if the claim is ultimately determined to be compensable under Workers' Compensation, then the District will reimburse the employee for its share of the group health care benefit premiums having been paid by the employee during the period not exceeding that prescribed above (i.e. one (1) month subject to possible extension for three (3) additional months).

ARTICLE XVII
VACATIONS AND HOLIDAYS

A. Employees shall be entitled to vacations as follows:

Full time 230-day Aides:

Seniority	Vacation Time
1 year	3 work days
2-5 years	7 work days
6 years or more	9 work days

B. To be eligible for vacations with pay, bargaining unit members must be regular employees who have completed one (1) or more years of continuous employment since their last hiring date. For vacation credits, years of seniority must be as 230-day aides and not as 180-day aides.

In the event an employee changes from a 180-day to a 230-day position during the school year, he/she will receive vacation credits. In the event an employee changes from a 230-day to a 180-day position during the school year, he/she will not receive vacation for that school year, but will not lose service credit earned from previous years.

C. Paid vacations shall not accumulate from year to year but must be taken between the anniversary date upon which they are earned and the next succeeding anniversary date.

Article XVII (continued)

D. A day of vacation pay will be an amount equal to an employee's straight pay for a regular work day and not overtime allowance.

E. Vacation benefits for part-time aides will be prorated based upon the scheduled work week.

F. Holidays:

1. All full-time employees will be paid for the following

Holidays:

- | | |
|------------------------|--------------------------|
| Labor Day | Christmas Day |
| Thanksgiving Day | Day before New Years Day |
| Day after Thanksgiving | New Years Day |
| Day before Christmas | Memorial Day |

2. All Bargaining Unit Members working the week of the 4th of July shall be paid for the 4th of July.

3. To be eligible for holiday pay, an employee must have worked the last regularly scheduled work day before the holiday and the first regularly scheduled work day following the holiday provided, however, if such absence is due to an approved leave, this shall not disqualify the employee from receiving holiday pay.

G. Holiday pay for part-time aides shall be prorated based on the scheduled work week.

ARTICLE XVIII

WAIVER

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

ARTICLE XIX
CONTINUITY OF OPERATIONS

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

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

ARTICLE XX
GRIEVANCE PROCEDURE

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

If no resolution is obtained within three (3) days after the oral discussion with the principal, the employee shall, within five (5) days of such oral discussion, reduce

the grievance to writing and deliver it to the principal. If the employee does not receive an answer within five (5) days thereafter, or if the written answer is unacceptable, the employee shall within ten (10) days of the date on which the written grievance was submitted to the principal, file the grievance at Level Two.

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

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent, shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, and the principal and place a copy of the same in a permanent file in his office.

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

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

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

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board has been rendered refer the matter for arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the

hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

3. The decision of the arbitrator shall be final and conclusive and binding upon employee, the District and the Association. Subject to the right of the District or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He shall not hear any grievance barred from the scope of the grievance procedure.
 - c. Where no financial loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to award punitive damages.
 - d. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
 - e. He shall have no power to change any practice, policy or rule of the District nor substitute his judgment for that of the District as to the reasonableness of any such practice, policy, rule or action taken by the district unless such practice, policy, rule or action of the District is in violation of this Agreement.
 - f. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide.
 - g. Not more than one grievance may be considered by the arbitrator at one time except by mutual consent.

- h. The arbitrator shall not interpret state or federal statutes.

- F. The fees and expenses of the arbitrator shall be equally shared between the parties.

- G. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the District (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

- H. All preparation, filing, presentation or consideration of grievance shall be held at times other than when an employee or participating Association representative are to be at their assigned duty stations. Upon receipt of adequate advance notice, the District will release from work employees to be called as witnesses in a grievance arbitration hearing. Any loss of pay or leave time incurred by any such witness, however, shall be borne by the party (i.e. District or Association) requesting the employee's release.

- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

- J. The following matters shall not be subject to the grievance procedure:

1. Failure to re-employ a probationary employee.
2. Any claim or complaint in which the employee has initiated remedial procedures via a forum established by law or by regulation having the force of the law.

K All copies of formal grievance shall be filed separately from the personnel records of the participants.

ARTICLE XXI
COMPENSATION

- A. The basic pay of employees covered by this Agreement are incorporated into an hourly wage schedule as represented in Appendix A.

- B. When an employee is required by his/her supervisor to use his/her own automobile for the District's business, including requested participation in Special Olympics and 4-H, he/she shall be paid mileage at the maximum rate allowed (without taxable consequences) by the I.R.S. for all such required use; provided, however, that any changes in the mileage rate need only be made at such time as changes are made for any other employee group. To be reimbursed, employees must submit a mileage reimbursement request detailing, at a minimum, date and time of use, number of miles driven and the purpose of the trip. Such request must be filed within one (1) week following use of the automobile.

- C. All employees required by the District to attend training sessions, conferences, conventions or schools shall be paid approved expenses and shall suffer no loss of pay.

- D. All TB tests that are required as a condition of employment shall be paid for by the District if performed by the Ottawa County Health Department or other District approved agency pursuant to arrangements made between such agency and the District provided, however, that such tests are not covered by existing insurances.

- E. Any physical or psychiatric examination an employee is required by the District to take shall be at the expense of the District and may be by a physician appointed

by the District.

- F. When a bargaining unit member works as a substitute in the summer, she shall be paid at her regular rate of pay.

- G. It is agreed that any person hired before February 1 will move to step 2 on the following September. People hired on February 1 or after that date will remain on step 1 during the following year.

ARTICLE XXII
FRINGE BENEFITS

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

1. (a) Group Health Insurance (or Annuity Alternate): 100% of the monthly premium cost of full family, self and spouse, or single subscriber, (whichever is applicable), S.E.T. Ultra Med group health insurance with \$50/\$100 deductible and \$2.00 prescription co-pay (Policy #G 19,300).

- or -

(b) Aides eligible for but not electing said group health insurance coverage shall be entitled to a tax deferred annuity (TDA) in the annual amount of \$1,704, paid \$142 monthly.

2. (a) Group Dental Insurance (or Annuity Alternate): 100% of the monthly premium cost of single subscriber group dental insurance (S.E.T. Policy #G 33,000 or equivalent).

Provided, however, that a regular full-time Aide who makes a written commitment (at the beginning of the school year) to work 230 or more days during the school year shall be eligible for 100% of the monthly premium cost of such group dental insurance for full family, self and spouse, or single subscriber coverage, (whichever is applicable).

- or -

(b) Aides eligible for but not electing said group dental insurance coverage shall be entitled to a tax deferred annuity (TDA) in the annual amount of \$240, paid \$20 monthly.

(c) Aides who are eligible for and elect group dental insurance coverage on a single subscriber basis, but who are not eligible for District paid group dental insurance coverage on a full family or self and spouse basis, may elect to add (at their own expense) group dental insurance

coverage for their eligible dependents; and, in such event, the cost of such dependent coverage shall be paid by the employee by payroll deduction or otherwise.

3. Group Life Insurance: 100% of the monthly premium cost for group term life insurance coverage in the amount of \$15,000, with AD&D, from a carrier of the Board's choosing.
4. Group Long Term Disability Insurance: 100% of the monthly premium cost for group long term disability insurance (S.E.T. Policy #G 5050.5 or equivalent). This policy shall provide 90 calendar day waiting period, 70% benefit level. The covered employee shall be responsible for the first 30 calendar days of illness/disability, with the Board as employer providing additional sick days for coverage through the 89th calendar day. This Board allocation of sick days to begin on the 31st calendar day of illness/disability or expiration of the employee's sick leave, whichever is greater.

B. For regular full-time Aides who make a written commitment (at the beginning of the school year) to work 230 or more days during the school year the District shall, upon appropriate application by the employee and approval by the insurance company (where applicable), contribute toward the cost of the following additional benefit options:

1. (a) Group Vision Insurance (or Annuity Alternate): 100% of the monthly premium cost of full family, self and spouse, or single subscriber, (whichever is applicable), group vision insurance (S.E.T. Policy #G 33,002 or equivalent).

- or -

(b) Aides eligible for but not electing said group vision insurance coverage shall be entitled to a tax deferred annuity (TDA) in the annual amount of \$24, paid \$2 monthly.

C. Subject to the terms and provisions of this Agreement, eligible employees shall elect (in writing) the insurance (or other benefit) option they desire at the beginning of each school year. Thereafter, for the remainder of the school year

(including any subsequent summer session), such employees shall not be allowed to change their insurance (or other benefit) option election; provided, however, that an eligible employee may change to a group health insurance option if he/she loses medical coverage under another group medical plan. As a condition of allowing any such change, however, the District may require reasonable verification of the fact that the employee is no longer covered under another group medical plan.

- D. Any member of the bargaining unit (and/or of a bargaining unit member's family) who is covered by other group medical coverage similar to the group health insurance described above, shall not be eligible for group health insurance at District expense under the provisions of this Article. The determination of similar medical coverage shall be the decision of the District; provided, however, that any disagreement with such decision may be processed as a grievance, pursuant to the grievance procedures prescribed in this Agreement.
- E. Part-Time Aides/Insurance Benefits: Group insurance benefits for regular part-time Aides (i.e., those regularly scheduled for less than 35 hours per week or less than 180 days per school year) shall be prorated based upon their scheduled work week - as follows:
- Less than 15 hours per week - none.
 - 15 hours or more per week - for health and life - prorated based upon scheduled work week.
 - 20 hours or more per week - for dental and long term disability - prorated based on scheduled work week.

Article XXII (continued)

- F. Any and all group insurance benefit costs in excess of the contributions (as provided in this Article) to be made by the District shall be timely (i.e., in advance) paid by the covered employees, on behalf of themselves and their covered and eligible dependents, through payroll deduction.
- G. Any and all group insurance benefits provided pursuant to this Agreement are subject to the availability of such coverage and to all such terms, conditions and/or limitation (including but not limited to minimum eligibility requirements) as may be prescribed by any such plan(s) or policy(ies) of insurance. The District's responsibility with respect to any such group insurance benefits is limited to the payment of its share of the cost of such insurance benefits on behalf of eligible employees. With respect to the various group insurance provisions of this Article, wherever the phrase "or equivalent" is used in connection with a particular group insurance program, the District will not change group insurance plans or carriers without first consulting with the Association and unless it is also changing such plans or carriers with one or more other District employee groups.
- H. Commencement/Termination of Coverage: Group insurance coverage pursuant to this Article, for eligible employees, commences, continues, or terminates as follows:
1. New hire at beginning of school year:
 - Coverage starts on the first day of work.
 2. New hire during school year:
 - Coverage starts on the first day of the month following the first day of work.

Article XXII (continued)

3. Unpaid leave of absence for more than twenty (20) work days, (unless otherwise expressly and specifically provided in this Agreement):
 - District contributions toward the cost of coverage stop at the end of the month during which the last day of work or paid leave occurs, and resume the first day of the month following the month in which the employee returns to work.
4. Terminations:
 - District contributions toward the cost of coverage stop at the end of the month during which the last day of work occurs.

- I. Employees who become ineligible for continuation of group insurance benefits provided by the District, through termination of employment or otherwise, may have continuation rights or conversion privileges, at their own expense, pursuant to the provisions of "COBRA" (in the case of health insurance) or the provisions of other policies. Any employee desiring to continue or convert such coverage, at their own expense, must arrange to do so promptly (before any such rights or privileges are lost).

ARTICLE XXIII
MISCELLANEOUS PROVISIONS

- A. This represents the full and complete commitments between both parties and may be altered, added to, deleted from or modified only through voluntary, mutual consent of the parties in written and signed amendments to this Agreement.

- B. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.

- C. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall be null and void except to the extent required by law, but all other provisions or applications shall continue in full force and effect. Representatives of the Association and District shall meet with the intent to agree to replacement language.

- D. Copies of this Agreement shall be printed at the expense of the District within (30) days of the signing of the Agreement and presented to all employees.

ARTICLE XXIV
VOLUNTARY JOB SHARING

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

(or his designee) prior to final job sharing approval.

7. Seniority will be prorated based on each participant's hours of work in relation to full-time status.
 8. During the first school year of any job sharing arrangement, each participating employee shall have for the following school year the option to return to his/her previous position if that position is available; provided, however, that any such participating employee must notify the Director (in writing), on or before May 1st, of his/her desire to do so. Thereafter, if the job sharing arrangement continues into the second school year, each participating employee shall have the right to return to full-time status in accordance with paragraph number 10 below.
 9. Neither participant in a job sharing arrangement may exercise his/her seniority rights to displace the other participant from all or any portion of the shared position.
 10. After the termination of a shared-time assignment, the participating employees may apply for any vacancies that may be available. If no vacancies are available, said employees may displace the least senior person(s) in the unit. Displacement will occur only if the least senior person has less seniority than the employee requesting full-time employment.
 11. In the event one of the job sharing employees leaves the employment of the District during the course of the school year, for any reason, the other employee shall automatically assume full-time status in the position being shared for the remainder of that school year. This provision may be waived upon the written approval of the District's administration.
- B. Notwithstanding the provisions of this Article, the parties may agree that one employee in a shared position may be an individual not presently or previously

Article XXIV (continued)

an employee of the District.

- C. Except as altered or modified in this Article, all other articles of this Agreement shall remain in full force and effect.

ARTICLE XXV

REGULARLY EMPLOYED SUBSTITUTE AIDES

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

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

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

ARTICLE XXVI
DURATION

This Agreement shall be effective upon ratification by all parties and shall continue in full force and effect until August 31, 1994.

IN WITNESS WHEREOF, the parties have executed this Agreement, by their duly authorized representatives, this _____ day of _____, 1992.

For the Association:

For the District

Dawn M Brink

[Signature]

Jan VanKessel

Jeff Brown

APPENDIX A

SALARY

	1992 - 93		1993 - 94	
	5 %		4 %	
1	1.00	6.79	1.00	7.06
2	1.05	7.13	1.05	7.41
3	1.10	7.47	1.10	7.77
4	1.15	7.81	1.15	8.12
5	1.20	8.15	1.20	8.47
6	1.25	8.49	1.25	8.83
7	1.30	8.83	1.30	9.18
8	1.35	9.17	1.35	9.53
9	1.40	9.51	1.40	9.88
10	1.45	9.85	1.45	10.24
11	1.50	10.19	1.50	10.59
12	1.55	10.52	1.55	10.94

* The 1992-93 salaries are fully retroactive to August 31, 1992