

3662

8/31/99

MASTER AGREEMENT BETWEEN
OCEANA INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION
AND
OCEANA INTERMEDIATE EDUCATION ASSOCIATION

1996 - 1997
1997 - 1998
1998 - 1999

Oceana Intermediate School District

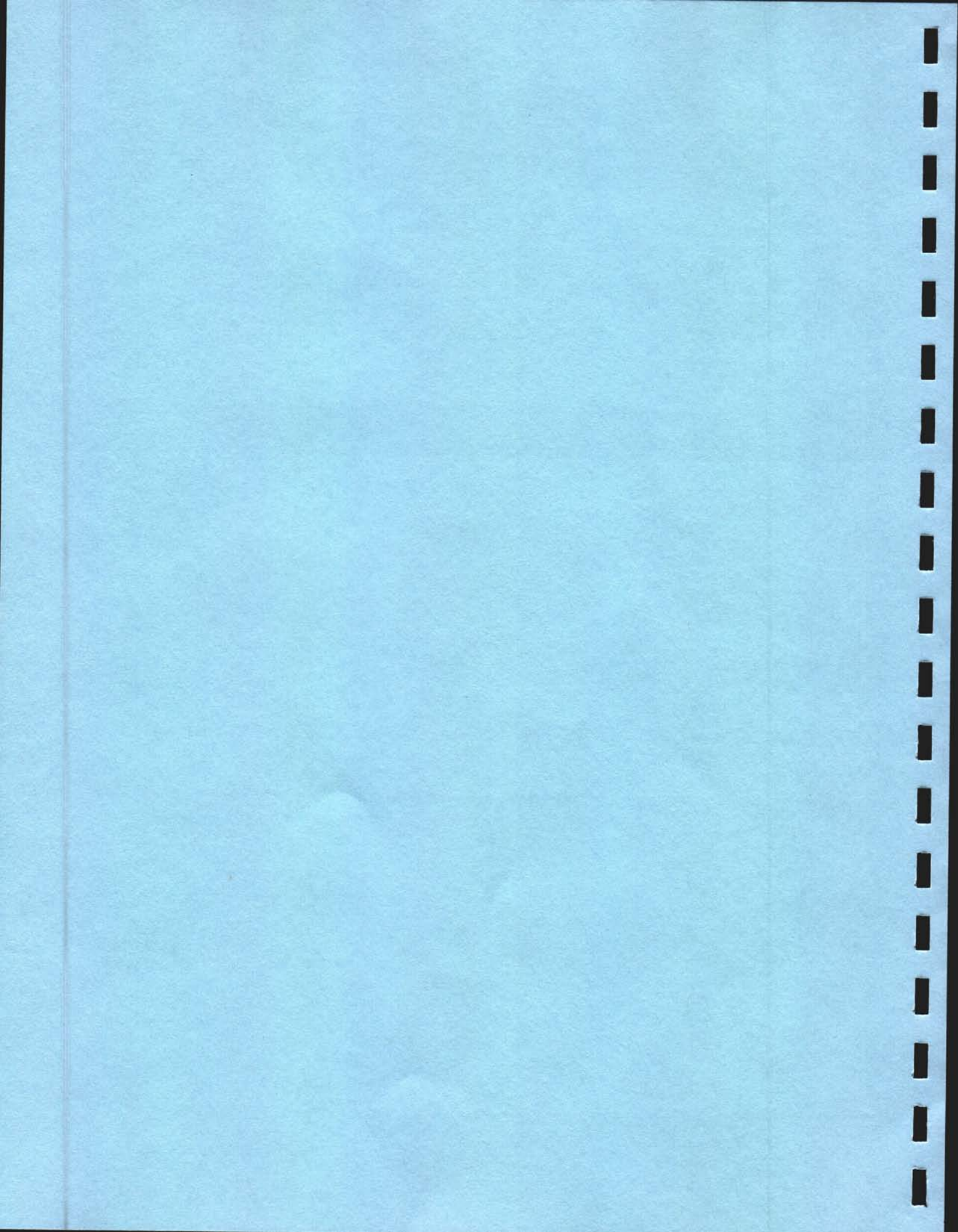


TABLE OF CONTENTS

| | | |
|--------------|---|----|
| Article I | Recognition | 1 |
| Article II | Association and Personnel Rights | 2 |
| Article III | Agency Shop | 3 |
| Article IV | Management Rights | 5 |
| Article V | Caseloads, Assignments and Working Hours | 7 |
| Article VI | Staff Evaluation | 9 |
| Article VII | Leaves | 10 |
| Article VIII | Grievance Procedure-Professional Grievances | 15 |
| Article IX | Layoff and Recall | 18 |
| Article X | Professional Compensation | 20 |
| Article XI | Insurance Benefits | 21 |
| Article XII | Miscellaneous | 23 |
| Appendix A | Salary Schedule | 27 |
| | Debora White Letter of Agreement | |

INDEX

| -A- | Section | Page |
|--|----------------|-------------|
| Additional Work | 10.2 | 20 |
| Address and Telephone Changes | 12.1 | 23 |
| AGENCY SHOP | | 3 |
| Approval of Schedules | 5.2 | 8 |
| Arbitration | 8.3 | 16 |
| Arbitration Costs | 8.7 | 17 |
| Arbitrator's Decision | 8.6 | 17 |
| Arbitrator's Powers and Jurisdiction | 8.5 | 17 |
| ASSOCIATION AND PERSONNEL RIGHTS | | 2 |
| Association Leave | 7.10 | 15 |
| Association Service Fee | 3.0 | 3 |
| Association Use of Employer Facilities and Equipment | 2.1 | 2 |
| -B- | Section | Page |
| Bereavement Leave | 7.8 | 14 |
| -C- | Section | Page |
| Calendar | 12.8 | 24 |
| Captions | 12.0 | 23 |
| Caseload Disputes | 5.5 | 8 |
| CASELOADS, ASSIGNMENTS AND WORKING HOURS | | 7 |
| Changes in Certification After Layoff | 9.4 | 9 |
| Checkoff | 3.4 | 4 |
| Collective Bargaining Unit | 1.0 | 1 |
| Complete Agreement | 12.5 | 23 |
| Conference Leave | 7.9 | 14 |
| Contract Renewal | 6.5 | 10 |
| Copies of Agreement | 12.3 | 23 |
| -D- | Section | Page |
| Daily Schedules | 5.1 | 8 |
| Definition of Grievance | 8.0 | 15 |
| Determination of Service Fee | 3.1 | 3 |
| Disability Leave | 7.2 | 12 |
| Discipline and Discharge | 2.7 | 3 |
| -E- | Section | Page |
| Evaluation Reports | 6.3 | 10 |
| Exclusive Representation | 1.1 | 1 |
| -F- | Section | Page |
| Failure to Pay Service Fee | 3.3 | 4 |
| Formal Evaluations | 6.1 | 9 |

| | | |
|---|----------------|-------------|
| -G- | Section | Page |
| Grievance Form | 8.8 | 18 |
| Grievance Procedure | 8.1 | 16 |
| GRIEVANCE PROCEDURE-PROFESSIONAL GRIEVANCES | | 15 |
| Group Insurance Programs | 11.0 | 21 |
| -I- | Section | Page |
| Inclement Weather | 12.9 | 24 |
| Indemnification | 3.6 | 5 |
| Individual Contracts | 12.7 | 24 |
| INSURANCE BENEFITS | | 21 |
| -J- | Section | Page |
| Job Descriptions | 4.2 | 7 |
| Jury Duty Leave | 7.4 | 13 |
| -L- | Section | Page |
| Layoff | 9.0 | 18 |
| LAYOFF AND RECALL | | 18 |
| Layoff Procedure | 9.1 | 18 |
| LEAVES | | 10 |
| Longevity Pay | 10.4 | 20 |
| -M- | Section | Page |
| MANAGEMENT RIGHTS | | 6 |
| Management Rights | 4.0 | 6 |
| Matters for Board Consideration | 2.4 | 2 |
| Member Rights | 2.0 | 2 |
| Mileage Reimbursement | 2.0 | 2 |
| MISCELLANEOUS | | 23 |
| -N- | Section | Page |
| Non-Discrimination | 2.3 | 2 |
| Non-Employee Representatives | 8.2 | 16 |
| -O- | Section | Page |
| Obligation to Continue Insurance Payments | 11.2 | 22 |
| Observation Reports | 6.2 | 10 |
| Observations | 6.0 | 9 |
| Other Authorized Deductions | 3.5 | 5 |
| -P- | Section | Page |
| Paid Sick Leave | 7.0 | 10 |
| Part-Time Services | 9.2 | 18 |
| Payment for Advanced Courses | 10.1 | 20 |
| Payment of Group Insurance Costs | 11.1 | 22 |
| Personal Business Leave | 7.7 | 14 |
| Policy Regarding Objections to Expenditures | 3.2 | 4 |
| Privileged Communications | 2.5 | 3 |

| | | |
|--|----------------|-------------|
| Probationary Period | 2.6 | 3 |
| PROFESSIONAL COMPENSATION | | 20 |
| Professional Compensation | 10.1 | 20 |
| PURPOSE AND INTENT | | 1 |
| -R- | Section | Page |
| Recall from Layoff | 9.5 | 19 |
| Recall Procedure | 9.7 | 19 |
| RECOGNITION | | 1 |
| Reemployment Following Active Military Service | 12.2 | 23 |
| Reports | 5.3 | 8 |
| Requests for Information | 2.2 | 2 |
| Return from Leave of Absence | 7.12 | 15 |
| Review of Evaluations | 6.4 | 10 |
| Rules and Regulations | 4.1 | 7 |
| -S- | Section | Page |
| Sabbatical Leave | 7.11 | 15 |
| Selection of Arbitrator | 8.4 | 17 |
| Seniority | 9.3 | 19 |
| Severability | 12.4 | 23 |
| Severance Pay | 10.3 | 20 |
| Sick Leave Bank | 7.1 | 11 |
| Smoking | 12.10 | 25 |
| STAFF EVALUATION | | 9 |
| Subcontracting | 4.3 | 7 |
| Subpoena Leave | 7.5 | 13 |
| -T- | Section | Page |
| Temporary and Casual Employees | 1.2 | 1 |
| Term of Agreement | 12.11 | 25 |
| Time Computation | 8.10 | 18 |
| Time Limits | 8.9 | 18 |
| Transfers to Facilitate Recall | 9.6 | 19 |
| -U- | Section | Page |
| Unpaid Personal Leave of Absence | 7.6 | 13 |
| -W- | Section | Page |
| Waiver | 12.6 | 24 |
| Work Assignments | 5.4 | 8 |
| Workers' Compensation Leave | 7.3 | 12 |
| Work Schedules | 5.0 | 7 |

MASTER AGREEMENT

This agreement is entered into this 10th day of October, 1996, by and between the Oceana Intermediate School District (hereinafter called the "Employer") and the Oceana Intermediate Education Association, MEA-NEA (hereinafter called the "Association").

PURPOSE AND INTENT

The Board and the Association recognize that quality education for Oceana County children is a mutual primary aim, and the parties agree that members of the professional staff are qualified to assist in improving their own standards. This Agreement was reached after the parties bargained in good faith with respect to wages, hours and conditions of employment, and sets forth terms and conditions of employment that foster attainment of this goal.

ARTICLE I: RECOGNITION

Section 1.0. Collective Bargaining Unit. The Employer recognizes the Association as the exclusive bargaining representative for all of the employees of the Employer in the collective bargaining unit set forth below:

All full-time and regular part-time employees of the Oceana Intermediate School District while employed in the classification of speech and language therapists, special education teachers, psychologists, social workers, teacher consultants, occupational therapists, work study teachers, and pre-primary impaired teachers; but excluding all administrative employees, clerical employees, maintenance employees, assistants, bus drivers, paraprofessionals, temporary and casual employees (including substitutes), confidential employees and all other employees.

Section 1.1. Exclusive Representation. During the term of this Agreement, the Employer agrees not to negotiate with or grant or extend the rights granted herein to any other labor organization as the exclusive bargaining representative of the employees in this collective bargaining unit.

Section 1.2. Temporary and Casual Employees. The employer reserves the right to hire and utilize temporary and casual employees and volunteers from time to time. These employees and volunteers are not within the recognition granted the Association and are not covered by the terms of this agreement. The performance of work for the Employer by such individuals shall be permitted and not constitute a violation of this Agreement even if they are performing work that is normally performed by members of this bargaining unit, provided that such individuals shall not be utilized so as to cause a current employee within the bargaining unit to be laid off or lose time from their regularly scheduled hours. Except in situations involving low incidence services

requiring a special expertise, a temporary or casual employee will not be given a schedule greater than 2/5th's time on a continuing basis unless the temporary work has first been offered to members of the department. This temporary work will first be offered to the person serving the building or program and then offered to others by seniority. In the event that there are no volunteers and the District is unable to secure temporary outside help, the District reserves the rights to assign the work to bargaining unit personnel. A person substituting for an employee on a leave of absence shall not be covered by this Agreement.

ARTICLE II: ASSOCIATION AND PERSONNEL RIGHTS

Section 2.0. Member Rights. Employees covered by this Agreement have the right to organize, join and support the Association for the purpose of engaging in collective bargaining and other lawful concerted activities. The Employer agrees that it will not discriminate against any employee by reason of their membership in the Association, their participation in any lawful concerted activities of the Association or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 2.1. Association Use of Employer Facilities and Equipment. The Association shall have the right to use the Employer's premises outside of regular school hours for Association meetings in accordance with the Employer's normal scheduling practices. The Association shall also have the right to utilize employer office equipment at reasonable times when the equipment is not otherwise in use. The Association shall pay for any extra maintenance or custodial costs incurred in the use of the Employer's premises and the reasonable cost of all materials and supplies incidental to equipment use. Xerox copies shall be charged at \$.05 per copy, except that there will be no charge for copies of bargaining proposals exchanged at the bargaining table.

Section 2.2. Requests for Information. The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning the district, including but not limited to annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurers reports, census and membership data, names of all employees and their salaries, together with information which may be necessary to process any grievance by the Association.

Section 2.3. Non-Discrimination. The provisions of this Agreement shall be applied without regard to race, creed, religion, national origin, age, sex or marital status. The political activities and private life of employees shall not be grounds for any discipline or discrimination with respect to their employment, as long as their actions do not interfere with their ability to perform their assigned jobs.

Section 2.4. Matters for Board Consideration. The Association may request that matters be placed on the Board agenda, but the Board reserves the sole discretion whether to place the requested matters on its agenda for discussion.

Section 2.5. Privileged Communications. Legally privileged communications obtained from a student or client by an employee in the course of their professional duties should not, except with the consent of the student or client, be disclosed to anyone, including but not limited to any school administrator, parent or guardian, unless the disclosure of the communication is required by law. The refusal to reveal such information shall not be considered cause for discipline or dismissal nor may any reference to such a refusal become part of any personnel record, unless the refusal to reveal the information occurs after the Employer, in consultation with and upon written opinion of its attorney, determines that the information is required to be disclosed to school administrative personnel. The Employer shall hold harmless any employee who is required by the Employer to reveal information to school administrative personnel.

Section 2.6. Probationary Period. Employees hired in positions eligible for tenure shall be probationary employees for the first four (4) years of their employment with the District, provided, however, that employees who had previously achieved tenure with another district shall only be in a probationary status for a period of up to two (2) years. Employees hired in positions not eligible for tenure shall be probationary employees for the first four (4) years of their employment with the District; provided, however that employees who had prior experience may be provided with a shorter probationary period.

Section 2.7. Discipline and Discharge. Employees shall not be disciplined, discharged, or demoted without just cause. For purposes of this section, a determination not to renew a probationary employee's individual contract is not discipline, discharge or demotion of that individual.

Section 2.8. Freedom of Information (FOIA) Requests. The Board agrees that in the event that a request for employee records is made by a third party, the Board shall promptly notify the employee and the Association. The Board further agrees that it will deny access to all applicable Freedom of Information Act exemptions. Note: This article does not apply to criminal investigations conducted by law enforcement agencies.

ARTICLE III: AGENCY SHOP

Section 3.0. Association Service Fee. Each bargaining unit member shall, as a condition of employment, join the Association or pay to that Association a service fee pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. This obligation commences thirty (30) days after the execution of this Agreement, or the completion of an employee's first thirty (30) days of employment, whichever is later. The service fee shall not exceed the amount of yearly dues collected from Association members.

Section 3.1. Determination of Service Fee. The Association shall advise all employees and the Employer in writing of the amount of its dues and any changes thereto. The parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures relating to the payment

or non-payment of the service fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is understood that the employee remains obligated for the entire yearly service fee.

Section 3.2. Policy Regarding Objections to Expenditures. The Association's "Policy Regarding Objections to Political - Ideological Expenditures" and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to members of the bargaining unit who are not members of the Association. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of that policy shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

Section 3.3. Failure to Pay Service Fee. In the event that a member of the bargaining unit who is not a member of the Association fails to pay a required service fee directly to the Association, or to authorize payment of the service fee through payroll deduction, the Association may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277 (7). In order to invoke such a mandatory deduction, the Association shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Association may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for the service fee, if the employee requests a hearing within five (5) working days of receipt of the involuntary deduction request. The hearing, if requested, will be held within ten (10) working days of receipt of the hearing request. The Employer agrees to impose a mandatory deduction for the service fee if it determines after the hearing that the employee has not paid a required service fee in an amount established by the Association or if the employee does not request a hearing within the five (5) working day request period. All dues and fees so deducted shall be promptly remitted to the Association at an address authorized for this purpose within twenty (20) days following the deduction.

Section 3.4. Checkoff. During the term of this Agreement, the Employer agrees to deduct service fees and Association membership dues, assessments and contributions from each employee covered by this Agreement who executes and files with the Employer a proper checkoff authorization in a form supplied by the Association. An employee may pay their service fee directly to the Association or may authorize payment

through this payroll deduction program. A list of authorizations received shall be transmitted to the Association.

All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These authorizations shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct required amounts in equal payments. All dues and fees so deducted shall be promptly remitted to the Association at an address authorized for this purpose.

If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

Section 3.5. Other Authorized Deductions. The Employer agrees to allow the use of the payroll deduction process for voluntary MEA PAC contributions, United Way, insurance, credit unions or other plans or programs jointly approved by the Association and the Employer.

Section 3.6. Indemnification. The Association agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including, but not limited to: wages, damages, awards, fines, court costs, and attorney fees that arise out of or by reason of action taken by the Employer pursuant to Sections 3.0, 3.1, 3.2, 3.3, 3.4 and/or 3.5, unless the actions are the result of the negligence, misfeasance or malfeasance of the Board of its agents. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with these Sections, the Employer agrees:

- (a) to give timely notice of such action to the Association and to permit the Association to intervene as a party if it so desires; and
- (b) to give full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

As long as there is no conflict between the positions of the Employer and the Association, the Employer agrees to allow the Association to defend it in the action at the Association's own expense and through counsel of the Association's choice.

ARTICLE IV: MANAGEMENT RIGHTS

Section 4.0. Management Rights. It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate the Oceana Intermediate School District in all its operations and activities and to establish and administer, without limitation, all matters not expressly limited by this Agreement. Among the retained rights of management included by way of illustration and not by way of limitation are as follows:

1. To manage and control the school's business, the equipment, the operations and to direct the working force and affairs of the Employer.
2. To continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and right to establish, modify or change any work or business hours or days.
3. 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. To determine the services, supplies and equipment necessary to continue its operations 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.
5. To adopt reasonable rules and regulations.
6. To determine the qualifications of employees, including physical conditions as they pertain to the job.
7. To determine the location or relocation of its facilities, including the establishment or relocation's of new schools, buildings, departments, divisions, or sub-divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. To determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
10. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

11. To determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

All such retained rights shall be exercised exclusively by the Employer without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action; provided, however, these rights shall not be exercised in violation of any specific provision of this Agreement.

Section 4.1. Rules and Regulations. The Employer has the right to establish reasonable rules and regulations not inconsistent with the provisions of this Agreement. All new or revised rules and regulations shall be made available to the Association President for inspection and review if such rules and regulations concern association members' working conditions. If the Association does not advise the Employer within sixty (60) calendar days after formal adoption by the Board that it believes the rule or regulation to be inconsistent with the terms of this Agreement, the rule or regulation will be presumed not to be inconsistent with or in violation of any section of this Agreement.

Section 4.2. Job Descriptions. The Employer shall maintain written job descriptions for all classifications covered by this Agreement, which are prepared after consultation with the employees in the particular job classification. These job descriptions contain a summary of duties to be performed, the minimum qualifications for the position, job goals, caseloads and/or class size guidelines. Employees will have the duties required of their particular job classification explained to them by their immediate supervisor upon initial employment or when the job description has changed. The Employer will provide employees with a copy of their job description upon initial employment and with a revised job description when there has been a change in the duties required of a particular classification. Copies of all job descriptions will also be provided to the Association.

4.3. Subcontracting. During the term of this Agreement, the Employer will not subcontract work normally performed exclusively by bargaining unit employees if such subcontracting would cause a reduction in the normal work hours of a current employee, without first giving the Association an opportunity to bargain about alternatives and the effect on the employees involved. Notwithstanding the above, the Employer retains the right to contract or sub-contract work which cannot be performed during the regular work schedule or for which equipment and/or material is unavailable to attain the desired quality.

ARTICLE V: CASELOADS, ASSIGNMENTS AND WORKING HOURS

Section 5.0. Work Schedules. The normal work day for full time employees is a period of seven (7) consecutive hours. Included in this normal work day is a one-half (1/2) hour duty free lunch period and sixty minutes of planning time for teachers each day. The scheduled starting time may vary from assignment to assignment, and will be determined by the Employer. As professional employees, the employees covered by this Agreement understand that they may be required to perform work outside of the normal work day.

Section 5.1. Daily Schedules. Appropriate office staff shall be kept informed of each member's schedule during the work day.

Section 5.2. Approval of Schedules. Members shall be allowed to arrange their schedules subject to approval of their immediate supervisor, providing said arrangement is not in conflict with the Master Agreement.

Section 5.3. Reports. Each employee shall be responsible for maintaining the proper files of services rendered and such permanent reports as required by the Board.

Section 5.4. Work Assignments. No employee shall be assigned, without their consent, outside the professional discipline for which they are qualified. Each employee shall be assigned duties and responsibilities consistent with caseload requirements. Changes to continue to meet these requirements will be implemented as soon as practical and possible.

Section 5.5. Caseload Disputes. In the event that an employee's caseload exceeds an applicable state maximum or the employee believes that the caseload is adversely affecting their ability to deliver an effective educational program, the employee shall notify their immediate supervisor or designated representative of the nature of the problem and its expected duration. After a review of the perceived problem, the immediate supervisor shall within five (5) working days take such action as deemed appropriate to relieve the situation. In the event that the immediate supervisor's action does not relieve the caseload problem to the satisfaction of the employee concerned, that employee may invoke the following relief procedure:

1. The employee can request a committee review of the problem by filing a written request with the Superintendent. Within three (3) days after receipt of such a request, the Superintendent or designated representative, shall convene a committee consisting of the affected employee, their immediate supervisor, one other Administrator from within the District designated by the Employer, and one other employee designated by the Association; provided, however that the Superintendent reserves the right to utilize an Administrator from outside the District service area and if necessary to extend the time to convene the committee to five (5) days.

2. In reviewing a caseload problem, the committee shall consider such criteria as it shall consider relevant, including the anticipated duration of the caseload problem and available alternative methods to provide the educational service. Within three (3) days the committee shall, by majority vote, recommend to the Superintendent, a solution they deem appropriate from the alternatives listed below:

- a. Reassignment of students/clients to another employee, class, grade or facility, or
- b. Assignment of an assistant, or

- c. Volunteer parental assistance, or
- d. Purchase additional equipment, or
- e. Purchase additional materials, or
- f. Any other solution acceptable to the affected teacher, or
- g. Maintain the status quo, or
- h. Hire additional employees on a temporary or permanent basis, or subcontract for additional services, or
- i. Request a deviation from the applicable state maximum, or
- j. Authorize the employee to work additional days over a weekend, during a winter break or during the summer vacation at their per diem rate, or
- k. Another solution deemed appropriate.

3. Within three (3) working days of receipt of the recommendation of the committee, the Superintendent shall endeavor to implement the committee decision or if no majority consensus can be reached implement an alternative solution from subparagraph 2 above. In the event that the Superintendent determines not to implement the committee decision, the Superintendent will send it back to committee for further review together with a listing of the concerns that lead to the rejection of the decision.

ARTICLE VI: STAFF EVALUATION

Section 6.0. Observations. All monitoring or observation of the work of staff members shall be conducted with the full knowledge of the member.

Section 6.1. Formal Evaluations. Non-tenured classroom teachers shall be formally observed for the purpose of evaluation by an OISD administrator at least two times per year. Each observation shall be no less than 30 minutes nor normally more than 90 minutes in duration. The first observation shall be completed by January 1 of each year. Tenured classroom teachers shall be formally observed and evaluated at least once during the school year by an OISD administrator. The observation shall be no less than 30 minutes nor normally more than 90 minutes in duration. In the case of itinerant staff members, formal evaluations will be done by the OISD administrator. Input will be solicited from the local principals and superintendents on a form mutually developed by the OISD staff and OISD administrators.

Section 6.2. Observation Reports. All observations shall be reduced to writing and a copy given to the member within ten days of the observation. If an administrator believes

a member is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the member is to improve and of the assistance to be given by the administration. All such recommendations shall be provided to the member in writing. In subsequent observation reports, failure to again note the specific deficiency shall be interpreted to mean that adequate improvement has taken place.

Section 6.3. Evaluation Reports. The observation reports will be used by the administration in writing the evaluation of that member. As part of this evaluation, will be an overall statement of satisfactory or unsatisfactory work performance for the time period covered by the evaluation.

Section 6.4. Review of Evaluations. Following each formal evaluation, which shall include a conference with the evaluator, the member shall sign and be given a copy of the evaluation report prepared by his evaluator. In no case shall the member's signature be construed to mean that he necessarily agrees with the contents of the evaluation. A member may submit a self-evaluation and/or submit additional comments to the written evaluation if he so desires. All written evaluations are to be placed in the member's personnel file.

Section 6.5. Contract Renewal. No later than April 1 before the end of the school year the final written evaluation report including the recommendation as to whether the member shall be advanced to tenure if eligible, or denied a contract the ensuing year will be furnished by the Special Education Director to the Superintendent. A copy will be furnished to the member. The District has the discretion to determine whether to renew the contract of a non-tenure eligible employee who has completed their probationary period, but that discretion shall not be exercised in a manner that is arbitrary or capricious. The District has the discretion to determine whether to renew the contract of an employee who has not completed their probationary period, and the District's exercise of that discretion shall not be subject to challenge through the grievance procedure or in any other forum.

ARTICLE VIII: LEAVES

Section 7.0. Paid Sick Leave. Employees covered by this agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- (a) Paid sick leave will be earned by full time employees at the rate of 14 days per year for a work year of 182 days and 16 days for a work year of 232 days. Paid sick leave will be credited to the use of employees on the first day of work each school year for employees who report for work on that date, and on the first day of actual work for employees who are unable to report for work on the first day of school or for new employees who commence work after the first day of school. Part time employees and employees working less than a full year will receive pro-rated sick leave.

(b) Employees may utilize accrued paid sick leave when they are unable to work due to illness, injury, or their disability. Disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability. Employees may also use accrued paid sick leave for illnesses of any person residing in their home that necessitates the employee's presence with that individual. Up to ten (10) days per school year may also be utilized to care for a parent.

(c) An employee shall notify the Employer of the need to utilize paid sick leave as far in advance as reasonably possible. In instances where the Employer reasonably believes that an employee is abusing sick leave, the Employer will provide the employee with a written statement of the reasons it believes the employee is abusing sick leave and may require the employee to provide a physician's certificate for all future use of sick leave. If the employee is on sick leave for more than five (5) consecutive sick leave days, the Employer may require as a condition of the paid sick leave a physician's certificate setting forth the reasons for the sick leave. Falsely setting forth the reasons for the absence may subject the employee to discipline.

(d) Unused paid sick leave days may accumulate without limit. The Board shall furnish each member with a written statement at the beginning of each school year setting forth the total sick leave count.

Section 7.1. Sick Leave Bank. The established sick bank will continue with four (4) days per bargaining unit member; to be contributed annually by each bargaining unit member from their personal sick leave, until the bank contains a total of 15 days per member. Days shall be credited at the beginning of each school year. Unused days shall be accumulated from year to year. Sick bank days may be used for the same purposes and shall be subject to the same conditions as are personal accumulated sick days as provided in section 7.0, except that a written statement shall be presented from the attending physician prior to accessing the bank. An employee may access the bank without a physician's note under the following conditions:

1. The employee will be limited to two (2) days per case and two (2) cases per year. Additional days may be granted with approval from the executive board of the OISD EA.
2. The employee will be required to pay back the bank at a rate of no more than three (3) days per year until the debt is repaid.
3. If the employee terminates employment with the district prior to repaying the debt, the financial equivalency will be deducted from the final paycheck.

New employees shall not access the bank unless said employee shall have been on the job and capable of performing their duties at least one (1) day prior to accessing the sick bank. The member may use the amount needed up to 25 days or 50% of the bank, whichever is greater. The Board shall furnish the Association in an annual report on the status of the sick bank on or before the last school day of September. In the event the bank is depleted during any given year, it shall remain at zero (0) until the next school year when a new assessment shall be made. When the sick bank has reached the maximum of fifteen (15) days per member, each member shall be annually credited with twelve (12) sick leave days for 182 day staff and fourteen (14) sick leave days for the 232 day staff. In the event the sick bank should be discontinued through the bargaining process, the days shall be distributed back to the contributing members in a way agreed on by the Association and Superintendent. If the Superintendent has reason to believe a member on sick bank leave is abusing the leave, he shall notify the Association and the member shall be required to provide a second opinion from one of three physicians selected by the Association President and Superintendent.

Section 7.2. Disability Leave. A disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing that employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability or the end of the school year, whichever is earlier. At the completion of this initial school year, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with the recall procedure. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this Section. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as far in advance as possible. All employees returning to work from a disability leave of absence must present a satisfactory physician's certificate indicating the employee is medically able to return to work.

Section 7.3. Workers' Compensation Leave. A leave of absence for the remainder of the school year will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is

receiving payments from the Employer, subject to the employer's right to require medical proof. At the completion of the initial period of the leave, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with the recall procedure, but will be paid 100% of their accrued but unused sick leave. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer.

Employees who incur a work-related injury or disease for which they are receiving worker's compensation benefits may utilize accrued paid sick leave days, including days available under the sick leave bank, charged to the employee's sick leave account on a pro rata basis, to maintain the difference between the employee's net take home pay based upon their regular salary and the worker's compensation benefits received. It is agreed between the parties that this use of paid sick leave is not a wage continuation program as that term is utilized in the Worker's Compensation Act. In the event that this use is claimed to be a wage continuation program by the Board's worker's compensation carrier, the parties agree to renegotiate this subsection. As a condition of receipt of such supplemental payments, the employee agrees to reimburse the Employer for any duplicate amounts received in instances where paid sick leave is utilized and worker's compensation later provides payment for the same days.

Section 7.4. Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day that an employee serves as juror when the employee otherwise would have worked, the employee shall receive the employee's regular salary on the days that the employee would have been scheduled to work but for the jury duty leave, and the amount the employee received from the court excluding travel allowances or reimbursement of expenses, shall be turned over to the Superintendent's Office.

Section 7.5. Subpoena Leave. Employees who are subpoenaed to give testimony in any judicial matter involving the District by any party other than the Association shall be given a subpoena leave of absence for the period of attendance required by the subpoena. For each day that an employee is required to be in court pursuant to the subpoena when the employee otherwise would have worked, the employee shall receive the employee's regular salary on the days that the employee would have been scheduled to work but for the subpoena leave, and the amount the employee received from the court excluding travel allowances or reimbursement of expenses, shall be turned over to the Superintendent's Office.

Section 7.6. Unpaid Personal Leave of Absence. Requests for an unpaid personal leave of absence shall be submitted in writing to the member's immediate supervisor at least five (5) working days in advance of the date of the requested leave of absence. All

requests shall state the reason for the leave and must be signed by the employee. Unpaid leaves of absence for personal reasons may be granted in accordance with the following:

1. Short term Leaves. Leaves of absence for up to five (5) days may be granted at the discretion of the Superintendent. The daily salary rate shall be deducted for each day of unpaid personal leave of absence, and the teacher shall have the daily benefit rate deducted for all absences under this subsection in excess of five (5) days in any one school year. The deduction of the daily salary rate, and daily benefit rate, if any, shall be made in the pay period immediately following the personal leave of absence.

2. Long term Leaves. Leave of absence for longer than five (5) days may be granted at the discretion of the Board. All such leaves shall be without salary or benefits. Normally leave of absence under this subsection will not be granted beyond the end of the school year during which the leave commenced, but the Board in its discretion may grant extensions of a leave for periods of up to one year. The commencement date and return date shall be specified in the grant of the leave of absence. Teachers who desire to return prior to the scheduled return date may do so with Board approval. A teacher returning after a leave of absence under this subsection shall be returned to their former position.

Section 7.7. Personal Business Leave. Each member regularly employed by the Board shall be granted three (3) leave days for a member working 182 days per year and four (4) leave days for a member working 232 days to transact personal business, accumulative to five (5) days.

Section 7.8. Bereavement. Bargaining unit members shall be granted the number of bereavement days listed below for the applicable named parties per incident:

1. Five (5) working days for the death of an immediate family member. Immediate family member shall include spouse, child, mother, father, brother, and sister.
2. Up to five (5) working days for father-in-law, mother-in-law, grandparents, sister-in-law, brother-in-law, nieces, nephews, or a person who has stood in the relationship of parent or parent-in-law.
3. Up to three (3) working days for grandparent-in-law.
4. One (1) working day per year to attend the funeral or memorial service of a person close to the employee.

Section 7.9. Conference Leave. The Board of Education shall pay for the member's attendance at conferences approved by the Superintendent provided the funds are budgeted. These may include MEA conferences. The member shall request attendance at a given conference on the form provided by the Board with supporting documentation

and projected costs. Said member shall receive notification of the Superintendent's (or his designee's) decision as soon as practical and in time to allow for planning. Expenses shall be paid by the Board after being submitted on the form provided with proper receipts attached, according to the agreed upon financial arrangements. Expenses may include: by way of example, mileage, meals, housing, fees, parking.

Section 7.10. Association Leave. At the beginning of each school year, the Association shall be credited with four (4) school working days or fractions thereof to be used by members who are officers or agents of the Association; such use for Association business is to be at the discretion of the Association except that such days shall not be used to attend MEA meetings specifically designed as bargaining related or training sessions. In the event the member using said days needs a substitute, the Association shall pay the established rate for the substitute.

In the event an Association member must be released to participate in negotiations held during the work day, the day shall not be charged against the four (4) Association days. However, the Association will pay the substitute if one is necessary. These days shall not accrue from year to year.

Section 7.11. Sabbatical Leave. Members with seven (7) years consecutive service to the district shall have 25% of their current salary and 50% of the current health insurance paid by the district. Members granted such leave shall agree by separate contract to return to the employment of the Board of Education for an additional one year, unless mutually agreed differently by the Board and the OIEA. All benefits paid by the Board of Education shall be limited to a maximum of one calendar year. Extensions of all leaves up to a maximum of five years shall be done on an annual basis by the Board of Education. Upon returning from sabbatical leave, the member shall be advanced on the salary schedule as if they had been actively working in the district during the sabbatical period.

Section 7.12. Return from Leave of Absence. All members on leave shall be restored to a comparable position within the Oceana Intermediate School District upon return from leave subject to this agreement and approved operating budget of the Oceana Intermediate School District.

ARTICLE VIII: GRIEVANCE PROCEDURE - PROFESSIONAL GRIEVANCES

Section 8.0. Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint arising during the term of this Agreement filed by an employee covered by this Agreement or the Association concerning the application and interpretation of this Agreement. Nothing contained herein shall be construed to prevent individual members from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of the agreement provided that the Association has been given the opportunity to be present at such an adjustment.

Section 8.1. Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Oral Procedure. An employee with a complaint shall discuss the matter with their immediate supervisor, or designated representative, within ten (10) working days from the time of the occurrence of the events giving rise to the complaint or within ten (10) working days from the time the employee involved first knew of the facts giving rise to the complaint. An Association representative may be present at this meeting, if requested by the employee. A request for an Association representative to participate in the discussion of a grievance shall be made by the employee to the immediate supervisor, or designated representative, who shall make proper arrangements as soon as possible. The immediate supervisor, or designated representative, will endeavor to give an oral answer to the complaint within five (5) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

Step 2. Written Procedure. If the complaint is not satisfactorily settled in Step 1, the complaint shall be reduced to a written grievance within five (5) working days from the time of the immediate supervisor's answer at Step 1 and submitted to the Superintendent. The grievance shall be signed by the employee or an Association representative, and shall indicate the Section or Sections of this Agreement in dispute and the facts giving rise to the complaint. The preparation of a written grievance shall not occur during working time. The Superintendent, or designated representative, the employee involved, and an Association representative shall meet within ten (10) school days to discuss the grievance. The Superintendent, or designated representative, shall place a written disposition upon the grievance within ten (10) working days following the date of the meeting held to discuss the grievance, and return it to the employee. A copy of the written disposition shall also be provided to the Association.

Step 3. Written Procedure. If the complaint is not satisfactorily settled in Step 2 and the complaint is not subject to arbitration, the complaint may be submitted to the Board of Education within ten (10) working days from the time of the Superintendent's answer at Step 2. The Board and such representatives of the District as the Board shall deem appropriate, the employee involved, and an Association representative shall meet within thirty (30) school days to discuss the grievance. The Board, or designated representative, shall place a written disposition upon the grievance within ten (10) working days following the date of the meeting held to discuss the grievance, and return it to the employee. A copy of the written disposition shall also be provided to the Association.

Section 8.2. Non-Employee Representatives. Non-employee representatives of either the Employer or the Association may be present at any step in the grievance procedure except Step 1.

Section 8.3. Arbitration. The Association may request arbitration of any unresolved grievance by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Superintendent's Office within twenty (20) working days following the receipt of the Superintendent's written disposition in Step 2 of the grievance procedure. If the Superintendent fails to answer a grievance within the time limits set forth in Step 2 of the grievance procedure, the Association may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the Superintendent's Office not later than twenty (20) working days following the date the Superintendent's written Step 2 disposition was due. The grievance may thereafter be submitted to arbitration. If the Association does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition.

Section 8.4. Selection of Arbitrator. If a grievance is to be submitted to arbitration, the arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Association shall strike the first name from the list of arbitrators. After six (6) arbitrators have been struck, the remaining individual shall serve as the arbitrator. A party may declare that one (1) panel of arbitrators is unsatisfactory, and that panel will be rejected and another panel requested.

Section 8.5. Arbitrator's Powers and Jurisdiction. The arbitrator shall at all times be governed by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly, or to rule upon the following matters:

- (a) the failure to renew the contract of any probationary employee;
- (b) the content of any employee evaluation unless the evaluation was used by the Board in whole or in part as the basis to discipline, demote or dismiss the employee.
- (c) the discipline, discharge or demotion of any tenured teacher if that action is also covered by the Teacher Tenure Act;

If the issue of arbitrability is raised by the Board, the arbitrator shall only rule on the merits of the grievance if arbitrability has been affirmatively decided.

Section 8.6. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Association, the Employer and employees in the bargaining unit, provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

Section 8.7. Arbitration Costs. The fees and expenses of the arbitrator shall be shared equally by the Employer and by the Association. All hearing location costs shall be paid

by the party requesting that the arbitration be held at a location other than available rooms at the Employer's premises. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

Section 8.8. Grievance Form. The grievance form shall be prepared by the Association in a form which coincides with the Grievance Procedure established in this Agreement.

Section 8.9. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Association or the employees represented by the Association, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may only be extended by mutual written agreement and the period of extension must be specified in the agreement.

Section 8.10. Time Computation. A working day under the time procedures established in the grievance and arbitration procedures shall mean calendar days excluding Saturdays, Sundays, and other days that school is not in session even if a particular employment does not actually work on that day; provided, however, that weekdays during the scheduled summer vacation periods shall be considered working days.

ARTICLE IX: LAYOFF AND RECALL

Section 9.0. Layoff. No member shall be laid off during the school year unless there is a substantial reduction in the number of total clients served in the district or there is a substantial reduction in the operating revenues of the district. In the event that the Employer determines it appropriate to reduce the number of employees for a subsequent school year, the employer shall make every effort to notify affected employees following the May Board meeting. These employees subject to layoff shall be notified in writing within two days following the June regular Board meeting.

Section 9.1. Layoff Procedure. The member(s) in the specific position(s) being reduced or eliminated shall be the member(s) notified of layoff. A member notified of layoff shall have the right to replace another member of the bargaining unit who is the least senior member within the member's certification. The association president shall receive written notification of such layoffs.

Section 9.2. Part-Time Services. Since part-time positions represent a unique need of the Oceana Intermediate School District due to fluctuations in finances, caseloads, and/or population, the Board retains the right to contract for part-time services but with the following restrictions:

1. Laid off members who are qualified and certified will be offered such part-time positions first.
2. Qualified and certified members employed under No. 1 above will be reimbursed on a per diem basis commensurate with the salary that person would receive under the Master Agreement.
3. Part-time positions, established from the restrictions above, will be reviewed annually by the Association and the Administration to reflect the financial and caseload need for the services.

Section 9.3. Seniority. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on approved leave or on layoff shall not be construed as a break in continuous service and seniority shall continue to accrue. The district shall prepare and present to the Association a current seniority list of bargaining unit members prior to October 15th of each year. Accompanying the names of each member on the list shall be the date of last hire and each member's certification. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit.

Section 9.4. Changes in Certification After Layoff. Changes in a member's certification after the first work day of the next school year following layoff shall not permit the member to be recalled by bumping.

Section 9.5. Recall from Layoff. Members on layoff shall be recalled in the inverse order of their layoff considering certification, qualifications and seniority.

Section 9.6. Transfers to Facilitate Recall. In the event a transfer of an existing bargaining unit member will enable the recall of a laid off member, such a transfer will be considered by the Administration. Voluntary transfers will first be sought. In the event that no voluntary transfer is imminent involuntary transfers shall be considered. The Board shall consider seniority, certification and qualifications when reviewing such transfers (voluntary or involuntary). In the event an involuntary transfer involving two or more Association members is under consideration and qualifications including certifications are equal, seniority shall be the determining criteria. The Board reserves the right to transfer or not. In the event there is no transfer the personnel involved may request and shall be entitled to written reasons for the decisions.

Section 9.7. Recall Procedure. The Board shall give written notice of recall from layoff by sending a certified letter to the members, with a copy sent to the Association President. The member shall respond in the same manner to the notice of recall within fifteen (15)

calendar days of receipt. Refusal or acceptance of a position that is less than full time shall not affect a member's recall rights to a full time position. In recalling members from layoff, no member will be terminated, lose recall rights, or seniority, if the member is - at the time of recall - under contract with another employer.

ARTICLE X: PROFESSIONAL COMPENSATION

Section 10.0. Professional Compensation. The salaries of members covered by this agreement are set forth for the duration of this agreement in schedule A, which is attached to and incorporated in this agreement. To move on the salary schedule, the person shall work a minimum of 92 work days to qualify for a move to the next step. Persons working fewer than 92 work days shall not be advanced on the schedule after the first partial year, however, shall advance on a full step basis each year thereafter. Experience credit for service outside the OISD may be granted at the discretion of the Superintendent up to the maximum level, in accordance with appropriate degrees and hours attained. Said experience may include documented job related experiences (such as: social worker for a non-school agency, private or clinical psychological services, clinical speech therapy). Part time experience will be granted on a pro-rated basis. In no case, may the credit exceed the number of years of actual experience.

Section 10.1. Payment for Advanced Courses. Since the Board and the Association support the principle of continuing training of Association members; the Board shall pay 50% of the tuition cost for course work, in a job related area, upon satisfactory completion. This shall include up to six (6) semester/term hours for summer work and three (3) hours each for fall and winter semester/terms, not to exceed twelve (12) credits per year, July 1 - June 30. Prior to enrollment the employee shall notify the administration of his/her intent along with a brief summary of the course and how it relates to their job.

Section 10.2. Additional Work. A member requested to work during periods other than regular approved calendar year as approved by the administration will receive their regular daily pay, based hourly. Members under supplemental contract for completion of 232 day school schedule will be contracted separate from this agreement.

Section 10.3. Severance Pay. Upon death or retirement under MPERS, 50% of the monetary value of the unused sick leave days calculated using a per diem rate from the employee's base salary level (Step 1 of schedule, i.e. MA, MA+15, etc.) will be paid in a lump sum. In the event of death, this amount shall be paid to the members designated survivor.

Section 10.4. Longevity Pay: Upon completion of Step 12 and a minimum of 10 years of service with the district, employees will be eligible for longevity steps based upon their numbers of years of service with the employer in accordance with the following schedule:

| <u>Years of Service Completed</u> | <u>Longevity Payment</u> |
|-----------------------------------|--------------------------|
| 10 - 14 | 1.1% |
| 15 - 20 | 2.2% |
| 21 - 25 | 4.4% |
| 25+ | 6.6% |

Longevity payments shall be based upon completion of the appropriated level of service as of the first work date of each year. Employees reaching a higher level of payment eligibility during a school year will not be paid these amounts until the start of the following year. Longevity payments will be added to the employee's regular salary and paid as part of the regular payroll. The percentage is based upon step 12 of the MA column.

Section 10.5. Mileage Reimbursement. Employees using personal vehicles for "work related" travel shall be paid mileage from their first work station to any subsequent work station during the course of a normal work day. Mileage shall not be paid from home to the first work station unless the distance from an employees home to their first work station exceeds the distance from their home to their principal place of business, in which event the employee shall receive mileage based upon the difference between the two distances. Mileage shall not be paid from the last work assignment to their home unless the mileage from an employee's last work assignment to their home exceeds the mileage from their last work assignment to their principle place of business, in which event the employee shall receive mileage based upon the distance from their last work assignment to their principle place of business. At the beginning of the year, the Employer in consultation with the employee, shall designate an employee's principle place of business, but reserves the right to re-designate that location should an employee's assignment change during the year.

Mileage reimbursement shall be at the rate allowed as deductible by the IRS. The rate shall be adjusted as the IRS adjusts the allowable exemption rate. The allowable IRS rate will be confirmed three times each year; once in August, again in December and in March by the Business Office. Employees requesting to be paid for mileage shall submit the appropriate mileage forms to the Employer at the end of each month.

Section 10.6. Mentor/Supervisory Duties. Any new employee who requires a Mentor or supervision from a certified professional as it relates to their professional discipline shall be assigned a Mentor Professional by the Administration. The Mentor Professional shall be available to provide professional support, instruction and guidance. The Mentor shall be reimbursed for these duties at the rate of \$200 for each semester in which they serve in that capacity.

ARTICLE XI: INSURANCE BENEFITS

Section 11.0. Group Insurance Programs. The Employer will make available group insurance programs covering certain hospitalization, surgical, medical, dental, vision, life and long term disability expenses for participating employees and their eligible dependents. The insurance program provides the coverages set forth below. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier.

Plan A for employees selecting health insurance.

| | |
|----------------------|--|
| MESSA Super Care I | |
| Long Term Disability | 1. 66 2/3% 2. \$3000 maximum 3. 60 calendar days-modified fill 4. Freeze on offsets 5. Alcoholism/drug addiction and mental /nervous same as any other illness |
| Dental | Plan E (80/80/80) |
| Negotiated Life | \$15,000 |
| Vision | VSP-3 |

Plan B for employees not selecting health insurance.*

| | |
|----------------------|---------------|
| Delta Dental | Plan E |
| Vision | VSP-3 |
| Negotiated Life | \$15,000 |
| Long Term Disability | Same as above |

*Members not electing health insurance coverage may apply up to the single subscriber amount of MESSA Super Care I per month towards MEFSA tax deferred annuity plan.

Employees who do not select Plan A health insurance coverage shall participate in Plan B. In the event that a husband and wife are both employees of the District, they are eligible for this same insurance coverage. In such cases, one shall select Plan A and the other shall select Plan B.

Employees are eligible to participate in the group insurance program on the first day of work with the Employer or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 11.1. Payment of Group Insurance Costs. The Employer shall pay the full premium each month for eligible full time employees who elect to participate in the group insurance plan. Employees working at least a 2/5 schedule but less than a full time schedule will be eligible for a pro rata payment of the amount for Plan A, determined by the ratio of hours scheduled to be worked to the number of hours in a full day's schedule. The Employer's liability under this section shall be limited to these payments, and employees shall be required to pay all premium amounts in excess of these payments.

Section 11.2. Obligation to Continue Insurance Payments. Except as otherwise provided herein, in the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires and is eligible for retiree health insurance, resigns, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee

or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, or unpaid leave of absence commences. Employees on Employer approved leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the date of the employee's return to work.

ARTICLE XII: MISCELLANEOUS

Section 12.0. Captions. The captions used in each Section of this Agreement are for the purposes of identification and are not a substantive part of this agreement.

Section 12.1. Address and Telephone Changes. It is the responsibility of the employee to keep the Employer advised of their current name, address and telephone number, and the names and addresses of their dependents. The employer shall be entitled to rely upon the employee's name, address and telephone number as reflected in the employer's files for all purposes involving the employee's employment or for communications to the employee's dependents.

Section 12.2. Re-employment Following Active Military Service. Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to re-employment rights in accordance with the Federal and State statutes governing such re-employment rights in effect at the time the individual seeks re-employment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals re-employed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

Section 12.3. Copies of Agreement. At its expense, the Employer shall provide one copy of this Agreement to each member of the collective bargaining unit after it has been executed by all parties, and will provide a copy to each new employee along with their contract of employment. In addition, the employer will provide ten (10) copies for the use of the Association.

Section 12.4. Severability. During the term of this Agreement, if any of the provisions herein contained are rendered or declared invalid by operation of law or by decree of a court of competent jurisdiction, that provision shall be re-negotiated. All remaining provisions shall remain in full force and effect for the duration of the Agreement.

Section 12.5. Complete Agreement. The provisions of this Agreement represent the complete agreement between the parties. The provisions of this Agreement can be

amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by both parties.

Section 12.6. 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 Employer 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, except as may be specifically provided herein.

Section 12.7. Individual Contracts. Any contract between the Board and an individual employee shall be subject to the terms and conditions of this Agreement.

Section 12.8. Calendar. 1996/97 calendar shall consist of 182 teacher work days and 180 student days as required by law. Each year of the agreement, the association and the superintendent shall confer and negotiate a new calendar. Both parties shall take into consideration the calendars of the local districts served by the OISD as well as the districts where children are served in low incidence classroom programs. The calendar duty days shall increase in accordance with the following schedule:

Calendar Duty Days:

- 1996/97 - 182 (no change)
- 1997/98 - 183
- 1998/99 - 184
- 1999/00 - 185
- 2000/01 - 186

Section 12.9. Inclement Weather. In the event that the Intermediate School District is closed due to inclement weather, the staff shall not be required to report for work on that day. If two (2) or more of the constituent districts determine to close due to inclement weather, the Intermediate School District agrees to close. In the event that the Intermediate School District is open, the staff shall report as soon as practical given the inclement weather conditions those buildings which are in operation and to the OISD office in lieu of those buildings which are closed. An employee whose building is closed may elect to utilize personal days if they do not desire to report to the OISD office, provided, however that if the employee has no personal days available they may utilize accrued sick leave days. If the building(s) which house the ISD categorical programs close, the instructors will not be required to report to work that day. They will be required to make up snow days as required by law.

Days missed due to inclement weather shall be made up as follows:

1. Days 1 & 2 (first two) - no make up.
2. Days 3 & 4 according to calendar.

3. All additional days at the end of the school year, or at a different time if agreed to by the Association and the Superintendent. The first make-up day shall be a full day and subsequent make up days alternate between half days and full days, with no additional cost to the Board.

Section 12.10. Smoking. All facilities owned or operated by the Employer shall be non-smoking.

Section 12.11. Term of Agreement. This Agreement shall become effective on the date ratified and shall remain in full force and effect through August 31, 1999, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the first of May prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of desire to terminate. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.

The written notice referred to in this Section, if given by the Employer, shall be addressed to President, Oceana Intermediate Education Association, 844 Griswold Street, Hart, Michigan 49420, and if given by the Association, shall be addressed to the Superintendent at 844 Griswold Street, Hart, Michigan 49420, or at such other addresses as the parties may designate in writing.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

Barbara Wynn
President, OISDEA

Herbert Herrygers
President, OISD Board of Education

Sheri Caspaz
Negotiations Chairperson, OISDEA

Thomas J. Plu
Secretary, OISD Board of Education

6-12-97
Date

OCEANA ISD

-and-

OCEANA ISD EDUCATION ASSOCIATION

LETTER OF AGREEMENT

In the event that insurance premiums increase at a rate greater than the previous year, February cost of living index for the North-Central Region, the provisions for health care insurance may be reopened at the request of either party.

Example: If the February 96 to February 97 cost-of-living index for the North-Central Region increases by 3%, and the 1997 insurance costs increase by 4%, the Board reserves the right to open Article XI exclusively.

Retroactive Salaries: Salaries retroactive to the beginning of 96/97 school year retroactive pay to be paid in full with the November 29th payroll.

Barbara Wynn
President, OISDEA

Herbert Ferrygiers
President, OISD Board of Education

Sheri Campagna
Negotiations Chairperson, OISDEA

Thomas J. Pile
Secretary, OISD Board of Education

6-12-97
Date

SCHOOL YEAR 1996-1997 - EDUCATION ASSOCIATION

| INDEX | BA | INDEX | BA + 15 | INDEX | MA | INDEX | MA + 15 | INDEX | MA + 30 | |
|-------|------|----------|---------|----------|------|----------|---------|----------|---------|----------|
| 1 | 1.00 | \$26,510 | 1.06 | \$28,101 | 1.12 | \$29,691 | 1.18 | \$31,282 | 1.24 | \$32,872 |
| 2 | 1.06 | \$28,101 | 1.12 | \$29,691 | 1.18 | \$31,282 | 1.24 | \$32,872 | 1.30 | \$34,463 |
| 3 | 1.12 | \$29,691 | 1.18 | \$31,282 | 1.24 | \$32,872 | 1.30 | \$34,463 | 1.36 | \$36,054 |
| 4 | 1.18 | \$31,282 | 1.24 | \$32,872 | 1.30 | \$34,463 | 1.36 | \$36,054 | 1.42 | \$37,644 |
| 5 | 1.24 | \$32,872 | 1.30 | \$34,463 | 1.36 | \$36,054 | 1.42 | \$37,644 | 1.48 | \$39,235 |
| 6 | 1.30 | \$34,463 | 1.36 | \$36,054 | 1.42 | \$37,644 | 1.48 | \$39,235 | 1.54 | \$40,826 |
| 7 | 1.36 | \$36,054 | 1.42 | \$37,644 | 1.48 | \$39,235 | 1.54 | \$40,825 | 1.60 | \$42,416 |
| 8 | 1.42 | \$37,644 | 1.48 | \$39,235 | 1.54 | \$40,825 | 1.60 | \$42,416 | 1.66 | \$44,007 |
| 9 | 1.48 | \$39,235 | 1.54 | \$40,825 | 1.60 | \$42,416 | 1.66 | \$44,007 | 1.72 | \$45,597 |
| 10 | 1.54 | \$40,825 | 1.60 | \$42,416 | 1.66 | \$44,007 | 1.72 | \$45,597 | 1.78 | \$47,200 |
| 11 | 1.60 | \$42,416 | 1.66 | \$44,007 | 1.72 | \$45,597 | 1.78 | \$47,188 | 1.85 | \$49,057 |
| 12 | 1.66 | \$44,007 | 1.72 | \$45,597 | 1.78 | \$47,188 | 1.84 | \$48,778 | 1.92 | \$50,916 |

SCHOOL YEAR 1997-1998 - EDUCATION ASSOCIATION

| INDEX | BA | INDEX | BA + 15 | INDEX | MA | INDEX | MA + 15 | INDEX | MA + 30 | |
|-------|------|----------|---------|----------|------|----------|---------|----------|---------|----------|
| 1 | 1.00 | \$27,305 | 1.06 | \$28,943 | 1.12 | \$30,582 | 1.18 | \$32,220 | 1.24 | \$33,858 |
| 2 | 1.06 | \$28,943 | 1.12 | \$30,582 | 1.18 | \$32,220 | 1.24 | \$33,858 | 1.30 | \$35,497 |
| 3 | 1.12 | \$30,582 | 1.18 | \$32,220 | 1.24 | \$33,858 | 1.30 | \$35,497 | 1.36 | \$37,135 |
| 4 | 1.18 | \$32,220 | 1.24 | \$33,858 | 1.30 | \$35,497 | 1.36 | \$37,135 | 1.42 | \$38,773 |
| 5 | 1.24 | \$33,858 | 1.30 | \$35,497 | 1.36 | \$37,135 | 1.42 | \$38,773 | 1.48 | \$40,411 |
| 6 | 1.30 | \$35,497 | 1.36 | \$37,135 | 1.42 | \$38,773 | 1.48 | \$40,411 | 1.54 | \$42,050 |
| 7 | 1.36 | \$37,135 | 1.42 | \$38,773 | 1.48 | \$40,411 | 1.54 | \$42,050 | 1.60 | \$43,688 |
| 8 | 1.42 | \$38,773 | 1.48 | \$40,411 | 1.54 | \$42,050 | 1.60 | \$43,688 | 1.66 | \$45,326 |
| 9 | 1.48 | \$40,411 | 1.54 | \$42,050 | 1.60 | \$43,688 | 1.66 | \$45,326 | 1.72 | \$46,965 |
| 10 | 1.54 | \$42,050 | 1.60 | \$43,688 | 1.66 | \$45,326 | 1.72 | \$46,965 | 1.78 | \$48,615 |
| 11 | 1.60 | \$43,688 | 1.66 | \$45,326 | 1.72 | \$46,965 | 1.78 | \$48,603 | 1.85 | \$50,528 |
| 12 | 1.66 | \$45,326 | 1.72 | \$46,965 | 1.78 | \$48,603 | 1.84 | \$50,241 | 1.92 | \$52,443 |

SCHOOL YEAR 1998-1999 - EDUCATION ASSOCIATION

| | INDEX | BA | INDEX | BA + 15 | INDEX | MA | INDEX | MA + 15 | INDEX | MA + 30 |
|----|-------|----------|-------|----------|-------|----------|-------|----------|-------|----------|
| 1 | 1.00 | \$28,125 | 1.06 | \$29,813 | 1.12 | \$31,500 | 1.18 | \$33,188 | 1.24 | \$34,875 |
| 2 | 1.06 | \$29,813 | 1.12 | \$31,500 | 1.18 | \$33,188 | 1.24 | \$34,875 | 1.30 | \$36,563 |
| 3 | 1.12 | \$31,500 | 1.18 | \$33,188 | 1.24 | \$34,875 | 1.30 | \$36,563 | 1.36 | \$38,250 |
| 4 | 1.18 | \$33,188 | 1.24 | \$34,875 | 1.30 | \$36,563 | 1.36 | \$38,250 | 1.42 | \$39,938 |
| 5 | 1.24 | \$34,875 | 1.30 | \$36,563 | 1.36 | \$38,250 | 1.42 | \$39,938 | 1.48 | \$41,625 |
| 6 | 1.30 | \$36,563 | 1.36 | \$38,250 | 1.42 | \$39,938 | 1.48 | \$41,625 | 1.54 | \$43,313 |
| 7 | 1.36 | \$38,250 | 1.42 | \$39,938 | 1.48 | \$41,625 | 1.54 | \$43,313 | 1.60 | \$45,000 |
| 8 | 1.42 | \$39,938 | 1.48 | \$41,625 | 1.54 | \$43,313 | 1.60 | \$45,000 | 1.66 | \$46,688 |
| 9 | 1.48 | \$41,625 | 1.54 | \$43,313 | 1.60 | \$45,000 | 1.66 | \$46,688 | 1.72 | \$48,375 |
| 10 | 1.54 | \$43,313 | 1.60 | \$45,000 | 1.66 | \$46,688 | 1.72 | \$48,375 | 1.78 | \$50,075 |
| 11 | 1.60 | \$45,000 | 1.66 | \$46,688 | 1.72 | \$48,375 | 1.78 | \$50,063 | 1.85 | \$52,046 |
| 12 | 1.66 | \$46,688 | 1.72 | \$48,375 | 1.78 | \$50,063 | 1.84 | \$51,750 | 1.92 | \$54,018 |

OCEANA ISD

-and-

OCEANA ISD EDUCATION ASSOCIATION

LETTER OF AGREEMENT

The Board of Education and the Oceana Intermediate Education Association agree that in-as-much as Debora White has worked 14 1/2 years, with the original 1/2 year assumed to be more than 92 work days, she will be granted longevity effective with the 1989-90 school year; and longevity shall be applied at the beginning of each year thereafter for the life of this agreement.

Sheri Campagna

Sheri Campagna
President, OISDEA

Lawrence Stancliff

Lawrence Stancliff
Secretary, OISD Board of Ed.

5-31-94
Date



