

Otsego Educational Support Personnel Association

**Para-Educators & Clerical Staff
2021- 2022**



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AGREEMENT

This Agreement is entered into this 1st day of July, 2021, by and between the Board of Education of Otsego Public Schools, Otsego, Michigan, hereinafter referred to as the “Employer” or “District” and the Otsego Educational Support Personnel Association MEA/NEA, hereinafter referred to as the “Union”, “Association” or “Bargaining Unit”.

PREAMBLE

WHEREAS, the Employer and the Union recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the general purpose of this agreement is to set forth the terms and conditions of employment to promote orderly and peaceful working relations for the mutual interest of the Employer, the employees and the Union;

The Employer and the Union do hereby set forth this agreement.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent as defined in Section 11 of Act 379, Public Acts of 1965, for all of its Employees in the bargaining unit, as described and defined as:

All regularly scheduled full-time and part-time Para-Educators, Office and Clerical Staff, excluding supervisors, substitutes and confidentials (Administrative Assistant to Superintendent and Payroll and Benefits Coordinator).

The rights granted to the Association will not be granted or extended to any competing labor organization during the life of this Agreement. The term Employee, when used hereinafter in this Agreement, refers to all individuals represented by the Association in the bargaining unit as defined above.

The Employer agrees that it will not directly or indirectly discourage, coerce, or deprive Employees of any rights conferred by the acts, constitutions, or the laws of the State of Michigan and/or of the United States of America; that it will not discriminate against Employees with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association or lack thereof, that it will bargain collectively with the representatives of the Association, and will make and enter into Agreements with those representatives. Employer recognizes its obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, and to negotiate any question arising under the Agreement.

The Employer will post a copy of this Agreement to the transparency site within 10 days of ratification and signing of Agreement and will post any subsequent Letters of Agreement of Memorandums of Understanding in the same location and within the same time frame.

ARTICLE 2 MANAGEMENT (BOARD) RIGHTS

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board, without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration, the right to:

The management of the school district and the direction of the Employees, including but not limited to the establishment and enforcement of work rules, the assignment of work to Employees, the right to hire, assign, transfer, promote, discharge, suspend, discipline (for cause) evaluate, lay off and recall Employees, maintain discipline and efficiency, the scheduling of work days, hours and shifts, the determination of the number and kinds of classifications and positions to be established, continued, or discontinued, the number of Employees in such classification, the work to be performed within the classifications and the qualifications needed.

Determine the amount and size of the management organization, determine the services, supplies and equipment to continue its operation and to determine all methods and means of distribution or disseminating, methods and standards of operation, the means, methods and processes of accomplishing the work, and the institution of new and/or improved methods of changes therein; determine the number and location or relation of its facilities and schools, including the establishment and closing of such schools and facilities; determine the place where work is to be performed and the distribution of work; and the source of materials and supplies; determine the policy affecting the selection and training of employees.

Exercise the foregoing authority, rights, powers and prerogatives by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the extent specific and expressed terms of this Agreement and then only to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.

ARTICLE 3 UNION RIGHTS

A written list of Union officers, building representatives, shall be furnished to the Employer at the start of the school year. Any change in such membership shall be transmitted in writing to the Employer within fifteen (15) days of such change.

Union may use school facilities for meetings, providing it has secured the approval of the Employer one (1) week in advance. The Union agrees that any additional or unusual expenses incurred as a result of such use shall be reimbursed to the Employer by the Union.

Bulletin board space shall be provided in the employee lounge area in each building, upon which the Union may post announcements, notices of meetings, results of union elections and notices pertaining to nominations and elections. The bulletin board shall not be used for political campaign purposes or for purposes other than above.

Duly authorized representatives of the Union, national, state or local, shall be permitted to transact official Union business on school property, provided that they do not interfere with or interrupt work activities or normal school operations. The Union agrees to advise the Employer of such meetings, discussions or other activities that it may wish to transact pertinent to the Employees and shall transact such business on the employees' own time and in private.

Association Days: At the beginning of each school year, the Association shall be credited with a total of three (3) unpaid Association Leave days, if substitutes can be arranged. These Association Leave days are to be used by the officers or agents of the Association, such time to be at the discretion of the Association. Application must be made to the administration at least one week in advance of the anticipated absence except in cases of emergency.

ARTICLE 4 MEMBERSHIP

The parties agree that all full-time and part-time Para-Educators, office and clerical staff, employed in the Otsego School District may choose to either join the Association or not join the association.

Employee Representation: The Association is required to represent all of the employees in the bargaining unit under the terms of this Agreement and in accordance with Michigan law, fairly and equally, without regard as to whether or not any employee is a member of the Association.

ARTICLE 5 SENIORITY and CLASSIFICATION

All new Employees hired into the bargaining unit shall be probationary Employees for the first ninety (90) days of employment. When an Employee completes the probationary period, he/she will be entered on the seniority list.

Seniority shall be the length of continuous service with the Employer from the Employee's most recent date of hire, starting the first day of work in the bargaining unit. Seniority shall not accrue on unpaid leaves of absence, but such absences shall not constitute a break in continuous service for accrual. Employees having equal seniority accrued shall be ranked in order of the last four digits of their respective social security numbers, with the lowest four digit number being the most senior.

Seniority shall be lost when an Employee quits, resigns, abandons his/her employment, after one (1) year of layoff, or if discharged. Failure to respond to a notice of recall within one (1) week after delivery to the Employee's last known address on file with the school district, failure to call in and notify their supervisor of the reason for an absence, unauthorized absence or failure to return

from an authorized leave of absence without a showing of extenuating circumstances preventing return by the Employee shall be deemed abandonment of employment with the school district and shall result in loss of their position. Seniority may be reduced as a disciplinary measure.

Each September the Employer shall prepare a seniority list, a copy of which shall be furnished to the Union. The names of all Employees in the Bargaining Unit, at the time of preparation, shall be listed in order of seniority, beginning with the Employee having the most seniority in the bargaining unit. It shall specify the seniority of each Employee in each classification worked.

Classifications with the attendant duties and qualifications shall be established by the Employer. Classifications, as established, may be revised or modified by the Employer; the Union may submit revisions or additions to the Employer for consideration, notwithstanding the designation of a classification and wage rate as specified elsewhere in this Agreement. Should new classifications be created or established classifications be modified or revised, the Employer shall notify the Union at least thirty (30) days in advance except in the case of an emergency precluding such notice, and provide the Union upon its request an opportunity to negotiate regarding the wages for the classification.

ARTICLE 6 ASSIGNMENTS

Employees shall exercise reasonable care with respect to the safety of students and school property and shall discharge their duties and responsibilities to said students and property according to Michigan school laws and administrative policies and directives of the Employer. Such policies and directives shall not conflict with the provision of this Agreement or any law of the State of Michigan nor the United States. The Employer shall provide CPI training to employees in positions for which such training is determined necessary by the building principal.

For the purpose of evaluation, the Employer shall establish job descriptions.

An annual review of the job descriptions shall be held and the Union shall submit revisions and/or additions to the Employer for consideration.

The parties agree that any job description shall be used to guide the Employee in the performance of his/her duties.

Evaluations of the Employee shall be conducted by the building principal or other administrator.

The Administrator shall meet with all Employees at the beginning of the year if they are to be evaluated. Criteria for the evaluation shall be given to the Employees at this meeting, along with the District's form.

Formal evaluations shall be based on observations from pre-arranged visits to the Employee's work area. Information from informal observations may also be included. Upon completion of all the observation(s), the administrator shall write the evaluation using the district's form with an indication of satisfactory or unsatisfactory performance. Following the formal evaluation, a conference with the evaluator and the employee will be held.

The evaluation shall be conducted once every three (3) years. If the formal evaluation needs to take place more often than once every three (3) years, the Employee will be made aware of the reason(s) for additional evaluations.

Probationary employees are all newly hired or rehired Employees. A newly hired Employee will be evaluated once during the first year of employment.

The Employer may visit, or investigate other matters, which can be brought to the attention of the Employee. These items may be mentioned in the evaluation but shall not be the determining factor in the satisfactory or unsatisfactory rating.

An Employee who has been evaluated will be able to attach a rebuttal statement to the evaluation by the end of the 10th workday following the evaluation conference. The rebuttal statement will be submitted to the evaluator in order that the Employee and evaluator have an opportunity to discuss the evaluation and amend it if appropriate. Should the evaluation not be amended, the rebuttal statement will be attached, and it will be forwarded to the Superintendent for review. The evaluation and rebuttal statement, if one present, will be placed in the Employee's personnel file.

If an employee is not evaluated during a specific work year, that Employee's work performance will be considered satisfactory.

The evaluation shall be signed by the Employer and the Employee. The Employee's signature will not mean the Employee agrees with its content.

ARTICLE 7 VACANCY AND TRANSFER

A vacancy is defined as an opening for an Employee to be added or hired into a classification as determined by the Employer.

Employees in the Bargaining Unit shall be notified of vacancies for which they may apply by posting a notice of such vacancy on the Employee bulletin board for a period of five (5) work days. The notice shall set forth a deadline for application.

Employees may submit applications for the vacancy during the posting period. Selection shall be made from all applicants for the vacancy both internal and external. The most senior Employee applicant with qualifications equal to or better than the other applicants shall be rewarded the vacancy. Otherwise, the Employer reserves the right to choose the applicant who, in its judgment, is best qualified for the vacancy.

All Employees reclassified will receive no less than prior classification wage unless Employee bids on lower wage classification.

Any new hire or reclassified employees shall receive written notice of their classification including their rate of pay, scheduled work days and hours, and a copy of their job description.

When a substitute is hired in a new position, the district and association will agree upon the continuance of the substitute beyond 45 days or the position will be posted.

ARTICLE 8 LAYOFF /RECALL

When the Employer determines that a reduction of personnel must be effected, it shall provide notice in writing to the affected Employees. This notice shall be given fourteen (14) days prior to the effective date of the reduction. A layoff is defined as when a bargaining unit member is displaced from all of their position or receives a reduction of one (1) hour or more per week.

Any employee who has been displaced from their position or hours reduced in excess of one (1) hour of the employee's regularly scheduled work week may bump the least senior employee/position with comparable hours (within thirty [30] minutes) providing that he/she meets the qualifications for that position.

Layoff of full-time position

1. Full-time may bump the least-senior full-time employee
2. The least-senior full-time employee may bump the least-senior part-time employee, providing he/she has more seniority than the least-senior part-time employee

Layoff of part-time position

1. Part-time may bump the least-senior part-time employee

Any employee whose position has been eliminated may have the option of accepting the lay-off or exercising their right to bump as provided above.

Recall

1. Employees shall be recalled in the inverse order of lay-off
2. Employees shall remain on the recall list for twenty-four (24) months from the effective date of the layoff
3. Employees declining to accept a recall automatically terminates employment with Otsego Pubic Schools
4. It shall be the responsibility of the Employee to notify the Employer of any change of address and/or telephone number.

ARTICLE 9 COMPENSATION

Employees shall be compensated for authorized work within their assigned classifications at the respective hourly wage rates set forth in the wage schedule attached to and incorporated into this Agreement as Schedule A, which may be revised consistent with the process for creating new classifications or modifying established classifications set forth in Article Five. The steps included in the wage schedule shall be equal to the Employee's years of service with the District in a Bargaining Unit position, regardless of classification.

Classification Changes and Compensation: Whenever an employee is placed in another classification, that employee will be paid at the higher rate of pay at that same step/lane of the new classification.

The scheduled work year for all Bargaining Unit Members shall provide a minimum of the State mandated number of days/hours of work.

School Closing/Delays Days/Events:

(such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by city, county, or state health authorities)

- a. Para-Educators: On a day when school is closed as mentioned above, if the day can be counted as a day of student instruction, the Employee who need not report shall receive not less than one day's wage. If a school day is delayed or halted due to events mentioned above, the Employee shall receive their regular day's pay.
- b. Administrative Assistants & 12-month employees: On a day when school is closed as mentioned above, all Administrative Assistants and 12-month employees are expected to report to work. Administrative Assistants and 12-month employees must report for work by 10:00 a.m. on the first day of each school closing and at regular hours on subsequent days unless otherwise directed. If a school day is delayed or halted due to events mentioned above, Administrative Assistants and 12-month employees must report to work at normal time. Administrative Assistants and 12-month employees will receive their regular pay for days that are cancelled, halted, or delayed.
 - i. Overtime: Overtime hours must have prior approval from the building principal or direct supervisor. These hours will be turned in on a timecard no later than the Friday prior to pay week. Per Federal law, hours worked over 40 hours per week will be paid at 1½ times the hourly rate. If absenteeism (vacation or PTO leave) occurs within the same week of overtime hours, the overtime is paid at the normal hourly rate. In the event work is necessary on a holiday, the regular salary rate will be paid (unless the weekly total is over 40 hours) and the employee may take an alternate day off with pay with prior approval from their immediate supervisor and the Superintendent.
 - ii. Comp Time:

“Comp time” may be taken in lieu of overtime pay.

 1. A comp time log (with supervisor's signature authorizing the overtime) must be turned in within 14 days of the overtime to the payroll department.
 2. There is a maximum comp time accrual of 40 hours and any comp time exceeding this limit will be paid.
 3. Accumulated comp time must be scheduled as soon as practical after the end of the payroll period in which the overtime was worked. Any comp time unused after 60 days will be paid/forfeited.

4. Requests to use accrued comp time are handled in the same manner as leave requests and must be requested in advance.
5. A sample log is attached (Appendix B) and is also available on the district's website under Staff Resources.

Longevity: As stated in Schedule A of this Agreement, based upon the following years of service with Otsego Public Schools, an hourly increase will be added to an employee's pay rate as follows:

Para-Educators

12-14 Years of Service = \$.10 per hour

15-19 Years of Service = \$.20 per hour

20-24 Years of Service = \$.30 per hour

25+ Years of Service = \$.40 per hour

Office/Clerical

- Years 10-19
 - .25 x numbers of hours worked/year
- Years 20-30
 - .50 x numbers of hours worked/year

Direct Deposit of Paycheck:

Direct deposit of paychecks was mandated for public school employees by the state law effective July 1, 2011. Otsego Public Schools participates with the Automatic Clearing House (ACH) for direct deposit of paychecks. Employees must complete the necessary paperwork in the Administration Office. Direct deposit forms are available on the District's website. Paycheck cards must be set up by the Payroll person in the Administration Office.

**ARTICLE 10
WORKING CONDITIONS**

All Bargaining Unit Members:

Training:

Many support staff members are employed in "high risk" positions with regard to bloodborne pathogens, handling chemicals and mechanical environments. For the health and safety of all employees, staff and students, all employees are expected to individually complete the annual training modules on the Safe Schools website to meet the requirements of State and Federal laws. You can view these modules on any computer with internet access and speakers. Please see your building principal or supervisor if you need to use a school computer.

In an instance where job duties and/or responsibilities require additional training, the district or supervisor can request the employee take part in such training and shall provide compensation at regular employee rates to the Bargaining Unit Member(s). It is the responsibility of the district to communicate any training options and offer additional

required training as needed. Bargaining Unit Members may also request additional training opportunities, however, all training must be approved in advance by the district.

Any such Employee who takes the State approved test (or other equivalent) shall be reimbursed for the cost of the testing and/or workshop or class tuition/fees paid for remediation to assist in passing the test, up to a maximum of \$150.00. Additional fees or tuition charges required will remain the responsibility of the Employee. This reimbursement provision shall also apply to any other employees who may be required in the future to become highly qualified by any state or federal legislation.

Work Assignments: By July 1st operational hours will be established by the Superintendent and/or his/her designee for the following school year. Employees shall receive notice from the Employer of their scheduled work days and hours shortly thereafter. These work days include paid holidays.

Employees shall receive pay only for the time actually worked on a scheduled workday unless otherwise noted.

Clerical Staff Work Hours/Days (including paid holidays):

Administrative Assistant	7.5 Hours/Day	228 Days
Attendance Clerks	7.5 Hours/Day	204 Days
Guidance Assistant	7.5 Hours/Day	204 Days
Athletic Secretary/CE	7.5 Hours/Day	28 Days
	7.75 Hours/Day	225 Days
District Registrar	8 Hours/Day	261 Days
Accounts Payable Coordinator	8 Hours/Day	261 Days
Special Education Assistant	6 Hours/Day	80 Days

Clerical Staff Breaks and Lunches:

Breaks:

Employees who work a minimum of three hours per day will be given one 10-minute rest period to be taken at a time agreed upon by the immediate supervisor. A second 10-minute rest period will be scheduled for employees who work a minimum of six hours per day. It is understood that demands of the job may arise which could necessitate the employee working through the schedule rest period. If an Employee is required to work through their scheduled break, the Employee shall be entitled to a break period at a later time.

Lunch Breaks:

All lunch breaks are unpaid. Exact times will be assigned by the immediate supervisor.

Para-Educator Work Hours/Days:

All Para-Educators shall be scheduled to work any days that teachers are scheduled prior to the first student day. In addition, Para-Educators may be required to work on staff development days when the building or the district administration has developed a program for the Employees classification. Employees shall be notified at least two (2) weeks in advance of any staff

development day if they will be required to report, otherwise, employees will not be required to report on those staff development days.

When students are scheduled for a half day of school, a half day of work for Para-Educators shall be defined as the actual amount of time worked.

If a Para-Educator reports to work and the program or student to which they are assigned is absent or has no work for the day, the Employee will be paid a minimum of 2 hours “show up” pay. That Para-Educator could be utilized in a comparable assignment at the discretion of building administration or can be dismissed for the day.

Para-Educator Breaks and Lunches:

Breaks:

The employer will schedule regular breaks for all Bargaining Unit Employees.

- a. At minimum, employees who work at least three hours per day will be given one 15-minute break period to be taken at a time agreed upon by the immediate supervisor.
- b. A second 15-minute break period will be scheduled for employees who work a-at least six (6) hours per day.
- c. It is understood that demands of the job may arise which could necessitate the employee working through a scheduled break period. However, if an Employee is required to work through their scheduled break period, the Employee shall be entitled to a break period at a later time that same day.

Lunch Breaks:

The employer will schedule daily lunch breaks for all Bargaining Unit Employees.

- a. All lunch breaks are unpaid.
- b. All employees that work four (4) or more hours per day shall receive a 30 minute duty-free lunch break which will be scheduled by the employee’s supervisor.
- c. It is understood that demands of the job may arise which could necessitate the employee working through a scheduled lunch break. However, if an Employee is required to work through their scheduled lunch break, the Employee shall be entitled to a lunch break period at a later time that same day.

ARTICLE 11 LEAVE DAYS

Paid Time Off (PTO)/Personal Leave:

Para-Educators employed by the District shall earn one (1) leave day per month worked to a maximum of ten (10) days each school year.

(Example: 10 month employees receives 10 PTO days per year).

Clerical staff employed by the District shall earn the following leave days:

- 12-month employees shall earn 14 days of PTO per school year
- 11-month employees shall earn 13 days of PTO per school year
- 10-month employees shall earn 12 days of PTO per school year

- a. Employees will earn the equivalent in hours, and time used must be in hour or half hour increments. At least two weeks of a month must be worked to gain credit for a day of Paid Time Off/Personal Leave.
- b. Unused leave days shall accumulate to 180 days. A “day” is a defined number of hours for which an employee is assigned to on a regular basis whether it is school year or fiscal year, part time or full time (i.e., 8 hours/day, 7¼ hours/day or 3 hours/day, etc.). An Employee should notify his/her immediate supervisor as soon as possible so a substitute can be scheduled if possible.
- c. These PTO days shall be used at the bargaining unit member’s discretion. However, PTO days may not be claimed for more than three (3) consecutive days without prior written consent from the building principal. In the cases of consecutive use, the Employer may require the Employee to submit a statement from an attending physician verifying an illness or injury preventing attendance of the Employee.
- d. A leave day(s) will not be granted for the day preceding or following holidays or vacations unless approved by the employee’s supervisor.

Only 5% of the members from any one building will be granted PTO for the day preceding or the day following holidays, intersessions, spring break and vacations. Bargaining Unit Members shall submit all PTO requests for these days to their building administrator by September 30th of each year. If more than 5% of Bargaining Unit Members have submitted requests for days referenced above, a lottery will be held to select the members who will be awarded the time off. Consideration will be given to members who have not had the opportunity to take this leave over staff who have recently enjoyed this benefit.

- e. Administrative Assistants and 12-month employees shall still be charged for these days if they are cancelled or delayed due to weather, because these employees are expected to work on ice/snow days.

Professional Leave:

From time to time the District may require an employee to attend meetings, clinics, workshops or conferences pertaining to their job assignment. Registration and travel expenses for attendance may be paid by the school district in accordance within established guidelines and as approved by the immediate supervisor and/or Superintendent.

Bereavement Leave:

Bereavement leave for the immediate family may be approved by the Superintendent and the days shall be deducted from the employee's accumulated Paid Time Off (PTO). If an employee does not have any accumulated PTO days, a payroll deduction shall be made for this time.

Immediate family shall be defined as father, mother, stepfather, stepmother, spouse, children, stepchildren, grandparents, grandparents of spouse, grandchildren, father-in-law, mother-in-law, brother, sister, brother-in-law and sister-in-law.

Jury Duty or Subpoena:

Bargaining Unit Employees summoned to service on jury duty or subpoenaed to appear in a legal action shall be paid their regular hourly pay and shall be granted leave for those hours/days. The immediate supervisor and/or building administrator should be informed immediately when an employee receives notification of jury duty. Those employees that serve shall turn over to the school district any remuneration which they receive for service (not including travel allowances or reimbursement of expenses). If a Bargaining Unit Member is released from jury duty or as a witness when three (3) or more hours remain in the normal school day, he/she will then report to school to resume his/her normal work duties. Payment shall not be made in any situation where the employee is bringing an action against the Board or district or is testifying against the Board or district unless subpoenaed by the Board.

A leave of absence with pay shall be granted for time necessary for appearances in any legal proceedings connected with the employee's employment or with the school system, if the employee is required by law to attend.

Short-Term Leave:

An Employee may also be granted a non-medical unpaid leave of absence for a period not to exceed thirty (30) days. Such leave shall be requested in writing as far in advance as possible, but not later than twenty (20) days prior to the requested beginning date of the leave except in the event of an emergency. If two or more Employees request leaves during the same period, the Employee with the most seniority shall be granted such leave. No more than one (1) Employee shall be allowed leave at one time.

The Employer retains the right to grant such leaves based upon the availability of sufficient Employees to perform the required work. Leave of absence requests will be answered within seven (7) school days. Upon completion of the leave, an Employee granted an unpaid leave of absence, of thirty (30) calendar days or less, should be reinstated to his/her former position, if available.

Extended Leaves of Absence:

An Employee who exhausts his/her leave due to a continuous long-term illness or disability shall be granted an unpaid leave of absence, typically not to exceed 120 days. However, an unpaid leave of absence may be extended up to one year at the discretion of the Employer.

Upon written request an Employee shall be allowed to take an unpaid leave of absence for the purpose of parental care of his/her newborn or newly adopted infant child for a period not to exceed a duration of six (6) months. However, this unpaid leave of absence may be extended up to one year at the discretion of the Employer.

The Employee will be allowed to choose between using accumulated Paid Time Off leave or take unpaid days.

Military Service Leave:

The reinstatement rights of any Bargaining Unit Employee who enters into active service with any branch of Armed Forces of the United States shall be in accordance with state and/or Federal law.

Family Medical Leave:

The district will follow Federal Regulations for FMLA.

Any applicable leave under the Family Medical Leave Act shall run concurrently with any corresponding leave granted under this Agreement.

Worker's Compensation:

Any employee who is absent because of an injury, illness or disease compensated under the Michigan Workers' Compensation law shall receive from the Board the difference between the Workers' Compensation payment prescribed by law (approximately 80%) and their regular salary, to the extent and until such time, the employee shall have used up any accumulated PTO. At that time, the employee will receive only Workers' Compensation benefits. If an employee does not want to use any of their PTO, they will receive only Workers' Compensation salary during their absence from work.

An injury report must be completed and signed by the employee and direct supervisor and sent to the Payroll & Benefits department as soon as possible after the injury.

**ARTICLE 12
FRINGE BENEFITS**

Holiday Pay:

Bargaining Unit employees are entitled to the following annual holiday pay:

Paid holidays may include:

4th of July (12-month Clerical only)	New Year's Eve & New Year's Day
Labor Day	Floating Holiday (12/11 Month Clerical Staff only)
Thanksgiving Day & Day After	Memorial Day
Christmas Eve & Day	

- a. The total number of days may vary from year-to-year depending on the calendar and school year schedule. The holiday schedule will be reviewed annually.
- b. Employees who work only during the school year will receive holiday pay for only those holidays that occur during their regular work year.
- c. To be eligible for holiday pay, the Bargaining Unit employee must have worked the last scheduled workday prior to the holiday and the first scheduled workday following the holiday unless arranged in advance and approved by their supervisor. If a Bargaining Unit member is not going to physically be at work the day before, or after, a paid holiday, they must make prior arrangements and seek approval with their supervisor.
- d. This Holiday pay will be paid at a regular straight time hourly rate for the number of hours regularly scheduled to work on a daily basis for that employee.
- e. Part-time employees will receive Holiday pay at the equivalent to their current FTE rates. (Example: A .6 FTE Para-Educator/Clerical staff member will receive .6 of Holiday pay)

Vacation Days/Time:

A Bargaining Unit Employee who is scheduled to work at least 30 hours per week for 52 weeks, exclusive of vacation time, will be considered a full-time (12-month) employee and will be eligible for vacation time.

Bargaining Unit Members who are employed for 10 or 11 months do not qualify for paid vacation. However, those Bargaining Unit Members will be off work (approximately 4 to 8 weeks total throughout the year) with no pay, yet those employees' other fringe benefits will remain in full effect.

Requests for approval of vacation time shall be submitted to the appropriate supervisor at least two weeks before the proposed beginning date of the vacation.

July 1 of each year will be the date used to determine the amount of vacation time earned by each employee. The time worked that is used to compute the amount of vacation time earned shall refer to the time the employee has been in the continuous employ of the school system since he or she was last hired by the school. The following scale will be followed and awarded at the end of the year worked:

1 - 5 Years = 2 Weeks 6 - 10 years = 3 Weeks 11+ Years = 4 Weeks

Employees who have worked less than 12 months by July 1 will be eligible for one day of vacation for each month of employment up to a maximum of eight days. Employees hired during the first semester (July 1 through mid-January) will be given credit for a full year when computing continuous years of service toward the 6th and 11th year.

Employees who have been in the continuous employ of the school system in a capacity other than full time may, at the Superintendent's discretion, be given one half credit for each year of employment toward computing vacation time earned when transferring to a 12 months, full time position. (For example: someone who has worked as a building aide for eight years and becomes a building secretary may be given four years of credit toward qualifying for the third week of vacation.)

Employees who work 12-months will be given one additional day of vacation each year because of the "at work" requirement on school closing/delay days/events. The extra vacation day will be added to total annual days allowed for vacation. Use of the day cannot be accumulated and wages may not be received in lieu of this day.

In the event an individual day of vacation is approved, that day will be defined as "one day of vacation" regardless of the number of hours the employee was scheduled to work on that day. A week of vacation is defined as the regular time the employee would have been scheduled to work during that week. If a holiday(s) falls within a vacation week, a day may be added to the week to make up for the holiday(s). If vacation is scheduled and the employee becomes sick during this time, these days/hours may not be changed to sick time unless they are hospitalized.

Employees cannot elect to forego their first or second week of vacation and take vacation pay since the intent of this policy is to permit each employee to take a vacation without loss of time. Employees who have accumulated 3 and 4 weeks of vacation may elect to forego unused vacation

and take vacation pay if they choose or if circumstances are such that all earned vacation cannot be taken during the prescribed time limits in the following manner:

An employee who has accumulated 3 weeks of vacation may receive pay for one-half of the third week.

An employee who has accumulated 4 weeks of vacation may receive pay for the fourth week.

The total number of days available is printed on the employee's paycheck stub. All vacation must be used by September 30 each year or the remaining balance will be forfeited. Any carry-over days must be approved by the Superintendent.

All Bargaining Unit Members:

Attendance Bonus:

Employees who do not use any leave days during the school year will receive a perfect attendance bonus of two hundred dollars (\$200). Employees who miss one day will receive one hundred dollars (\$100) and employees who miss no more than two days will receive a bonus of fifty dollars (\$50). This attendance bonus will be made during the last pay period in June.

Personal Leave Bank (PLB):

By September 30 of each year, the balance of the (PLB) will be provided to the union president in writing. When circumstances dictate, an employee may voluntarily contribute a day or days of their PLB to another employee to be used for critical needs. Each day contributed shall equate to one day for the recipient. The Association and Superintendent will be responsible for the administration of critical need leave time. At the end of a school year any balance remaining in the PLB bank will be carried over to the following year. The amount of the PLB to be donated in such a manner is to be determined by the Association and the Superintendent on a case-by-case basis.

ARTICLE 13

HEALTH, DENTAL, VISION, LTD, & RETIREMENT BENEFITS

Para-Educators:

The board of Education of Otsego Public Schools is the sole policy holder for all insurance programs. The Board will assume any fees and taxes associated with health insurance. Employees who work 30 or more hours per week may elect to receive medical insurance provided by the district. The district will contribute the current state-mandated hard cap amount towards the single subscriber premium during the plan coverage year (September 1 to August 31). Any excess cost over the annual limitation shall be paid by the employee via payroll deduction. Additional coverage for dependents may be purchased by the employee funding 100% of the additional cost above the single subscriber premium.

Clerical:

Full time, 12-month and the 11-month secretaries and their dependents are eligible for fringe benefits.

The Board of Education of the Otsego Public Schools is the sole policyholder for all insurance programs. The provision of insurance coverage shall be subject to the rules and regulations of the underwriting carrier(s).

Employees newly hired by the Board shall be eligible for insurance coverage beginning with the first day of work. Upon receipt of written application, the insurance carrier will bill the Board for insurance premiums beginning the first day of the following the month.

Changes in family status shall be reported by the employee to the Administration Office within 30 days of a change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

An employee eligible for Medicare shall enroll for Medicare benefits (Parts A and B) within 30 days of his/her first eligibility date. The employee shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph. Employees eligible for Medicare benefits on or after January 1, 1983, must notify the Board of Education, in writing, of their primary program election. Employees can either elect Medicare or the school-provided plan as their primary program (as required by T.E.F.R.A.).

The Board of Education will not be liable for any penalties against the employee by the insurance carrier (including Medicare) as the result of their election.

Clerical:

CAFETERIA PLAN

All employees may participate in the Board approved IRC 125 Cafeteria Plan options for salary reduction for child care, medical expense reimbursement and the employee's share of insurance premiums according to the applicable provisions of law. The Board will make appropriate salary deductions as authorized by the employee. At the current time, BASIC has been contracted to administer the Cafeteria Plan and make disbursements of funds.

All employees may participate through payroll deduction in the Board approved IRC 125 Cafeteria Plan options for salary reduction for childcare and medical expense reimbursement according to the applicable provisions of law. The Board will make appropriate authorized salary deductions disbursing those deductions for the purpose intended.

Clerical:

REIMBURSEMENTS

The following categories will be reimbursed by the Board:

- HSA Deductible (\$1300/\$2600) will be funded at \$1200/\$2400 by the Board.
- Hearing Aids – 100% of costs above rider will be covered by the Board.
- Medically necessary shoes (1 pair per year) – 100% of costs will be covered by the Board.
- Wigs for chemotherapy patients (2 per year) - 100% of costs will be covered by the Board.

Bargaining Unit Members:

DENTAL, HEALTH, VISION & LONG TERM DISABILITY INSURANCE

In an effort to maintain competitive rates on insurance premiums, the Board of Education reviews bids annually for dental, health, vision and long-term disability insurance. These fringe benefits are usually as good as or better than insurance provided for the Otsego Education Association. A supplemental list of benefits will be distributed to employees.

Retirement--Unused Paid Time Off (PTO) Days Payout:

Bargaining Unit Employees with a minimum of ten (10) years of service within the district shall, upon retirement, receive a payout for unused PTO days, up to a maximum of 180 days, at \$25/day. Those unused days will be paid into a 403b account or other approved tax deferred account per employee's choice. Payment will be made by June 30th provided all required paperwork is turned in by June 15th. If paperwork is not received in time, payment will be made after paperwork is turned in and the information has been processed.

Employees who retire from Otsego Public Schools must qualify for a full or deferred pension from the Michigan Public School Employees' Retirement System (MPSERS) to be considered a "retiree."

**ARTICLE 14
GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the expressed terms of this Contract.
- B. The Association shall designate a representative to handle grievances when requested by the grievant.
- C. The term "days" as used herein shall mean days in which school is in session except grievances filed near the end of the school year in which case "days" shall mean calendar days, excluding Saturdays, Sundays and holidays.
- D. The number of days indicated at each level may be waived by mutual written consent of the Board representative and the grievant.
- E. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1. The discharge or non-renewal of a probationary employee.
 - 2. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
- F. All grievance procedures and investigations by the Association will be processed during times which do not interfere with assigned duties.
- G. Any individual employee at any time may present grievances to his/her employer and have the grievances adjusted without intervention of the Association representative, if the adjustment is not inconsistent with the terms of the Contract or Agreement then in effect

and if the Association representative has not been denied the opportunity to be present in such adjustment.

- H. A grievance may be filed by the President of the Association when it is felt that an alleged violation has occurred that affects the Association. This type of grievance will begin at Level Two.
- I. Back pay adjustment where applicable will be limited to the date the grievance was filed in writing, and to the amount actually lost, with deduction of all sums earned during the back pay period. The Board will have no liability for any special compensation claims.
- J. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any employee of any legal right which he/she presently has, provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- K. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
- L. Every effort will be made to avoid the involvement of students in all phases of the grievance procedure.
- M. The written grievance shall be on a form prepared and supplied by the Board (Appendix A) which will provide for the following:
 - 1. It shall be signed and dated 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 be specific as to the Article, Section, or Sub-sections, of the contract alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested.
- N. **Level One:**
 - 1. Once an alleged violation has occurred or ten (10) days from when the grievant should have become aware of the violation, an oral conversation with his/her supervisor must take place or grievant waives the right to file.
 - 2. If no resolution is made at that level, grievant has ten (10) days to file a written grievance to his/her supervisor or grievant waives the right to file.
 - 3. The principal will respond in writing within ten (10) days. If no written response is

received from principal or if the response is unsatisfactory to the grievant, the grievance advances to the next level.

O. **Level Two:**

A copy of the written grievance shall be filed with the Superintendent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association within ten (10) days following the principal's response or expiration of the time limit for the principal's response whichever is shorter. Within ten (10) days of receipt of the grievance, the Superintendent or his designated representative shall have arranged a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion the Superintendent or his designated representative shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in the office of the Superintendent.

If no decision is rendered within ten (10) 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 a written grievance along with the decision of the Superintendent or his designated representative with the Superintendent within ten (10) days from receipt of the Superintendent's decision.

P. **Level Three:**

Upon proper application as specified in Level Two, the Board shall allow the employee or his/her Association representative an opportunity to be heard at a meeting of the Board's Personnel Committee consisting of not more than three duly elected Board members. The Superintendent and/or his designee may be present at this meeting. The Board must schedule this meeting within 10 days of the request. The Board shall render its decision in writing within 30 days after the initial committee hearing.

Q. If a grievance remains unsettled after processing as per item "P" above, it may be submitted to arbitration by either the Board or the Association under the following conditions:

1. The matter to be arbitrated must concern the application or interpretation of this agreement, either as to the meaning of items or as to the rights of either party under these terms.
2. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing within ten (10) days of the conclusion of item "P" of the grievance procedure except that either party may request in writing an extension of time to notify. Such notification shall identify the grievance and the issue and shall state what part or parts of this contract is, or are involved. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
3. Within ten (10) days after receipt of such written notice, provided for in paragraph two (2) above, the Board and the Association shall attempt to select a single arbitrator acceptable to both parties.

4. If an agreement on the selection of an arbitrator cannot be reached within ten (10) days after such notice, then the party initiating the arbitration shall request the American Arbitration Association to furnish both parties with the names of potential arbitrators.

The arbitrators shall be selected according to procedures specified in the rules of the American Arbitration Association.

5. The arbitrator may interpret his agreement and apply it to the particular cases submitted to him; but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this agreement; nor shall he have any authority to limit or change any policies, practices or rules, except as they involve an application of this agreement; nor shall he have any authority to formulate or add any policies, practices or rules, except as they involve an application of this agreement; nor shall he have any authority to formulate or add any new policies or rules; nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.
6. At the time of the arbitration hearing either party shall have the right to examine and cross-examine witnesses and to make a written record of the proceedings.
7. Claims for back wages by an employee covered by this agreement or by the Association shall be limited to the date the grievance was filed in writing.
8. No claim for back wages shall exceed the amount of wages earned by the employee covered by this agreement.
9. All costs incurred in connection with the preparation and presentation of each case shall be paid by the party incurring such costs. The expenses of each witness and the compensation of any witness for either party shall be paid by the party producing such witness.
10. The arbitrator's fees and expenses shall be borne equally between the Association and the Board.
11. No decision of an arbitrator or of the Board in one case shall create a basis for retroactive adjustment in any other case.
12. A case on which an arbitrator has been given authority to rule shall not be withdrawn except by mutual consent of the parties to this agreement.

The decision of the arbitrator shall be final and binding upon the Board, the Association and the employee or employees involved unless the arbitrator's decision is in conflict with the laws of the State of Michigan.

ARTICLE 15 DISCIPLINE

The Employer shall not discharge or discipline any Employee without cause and discipline shall be in accordance with work rules except that no prior discipline or warning need to be imposed on

any Employee before such Employee is discharged or disciplined if the misconduct is so aggravated, in the opinion of the Employer, as to require immediate discharge.

The Association reserves the right to argue the reasonableness of any work rule not mutually agreed upon by filing a grievance within five (5) work days after the work rule is established. Discharge or discipline must be by written notice and any Employee may request an investigation as to that Employee's discharge or discipline, and should such investigation prove that the Employee was without fault, such Employee shall be reinstated. If the Employee is found to be with fault, the penalty shall stand unchanged.

In the event that any Employee is discharged or disciplined for any reason, such Employee shall have, upon written request, a hearing with an Employer representative within twenty-four (24) hours. If, after the hearing, the Employee is found without fault, such Employee shall be reinstated. However, if the Employee is found to be with fault, the penalty shall stand unchanged. If the dispute is not settled satisfactorily it may be submitted under the Grievance Article. The Employee may have a Union representative in any meeting regarding discipline or discharge. Employees shall be given a minimum of one (1) clock hour's notice of meetings regarding discipline or discharge.

The Employer agrees that it will give verbal warnings, written warnings, and suspensions to Employees prior to discharge where the misconduct is not so aggravated, in the opinion of the Employer, as to call for immediate discharge.

Grievances protesting discipline or discharge must be filed within five (5) working days after the action was taken and failure to abide by such time limit shall be construed as a waiver, by both the Union and the Employee or Employees involved of any protest of the action.

ARTICLE 16 TERMS OF AGREEMENT

This Agreement shall become effective upon ratification by the Employer and the membership of the Union and shall continue in effect through the 30th day of June 2022, at which time it shall terminate, unless extended by written agreement of the parties.

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations imposed upon the Employer and the Union. This Agreement is subject to amendment, alterations, or additions only by a subsequent written Agreement between and executed by the Employer and the Union. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Severability: If any specific provision of the Agreement or any specific application of this Agreement to any Employee or group of Employees shall be found contrary to law, then such specified provision or specific application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. The Employer and the Union will meet upon request of either party to re-negotiate the provision nullified.

If an emergency manager is appointed by the State under Section 15(7) of PERA, the emergency manager may reject, modify, or terminate the Collective Bargaining Agreement in accordance with law. This clause is included in this Agreement, because it is legally required by State law and not as a result by agreement of the parties.

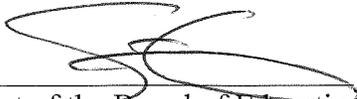
Successor Negotiations: At any time within ninety (90) days prior to the termination date of this agreement, either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement, and negotiations shall begin within thirty (30) days from the receipt of the notice.

Strike Prohibition: The Union agrees that during the term of this Agreement and in negotiations for the renewal of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone, or engage in a strike, slowdown or any other concerted interference (including but not limited to “blue flu”) with the operation of the Employer. The Employer shall have the right to discipline up to and including discharge, any Employee who participates in, or gives leadership to, any activity prohibited by this Section.

In Witness whereof, the parties hereto have executed this Agreement on this 24th day of June, 2021.

FOR THE EMPLOYER

FOR THE UNION



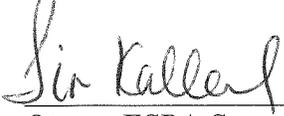
President of the Board of Education



Otsego ESPA President



Secretary of the Board of Education



Otsego ESPA Secretary

Ratified: June 24, 2021

Ratified: June 24, 2021

**Schedule A
Para-Educators
Salary Schedule
2021/22**

20/21	0-3	4-7	8-11	12-14	15-19	20-24	25+
Building/Classroom/Office	\$10.67	\$11.99	\$12.87	\$14.22	\$14.43	\$14.74	\$15.16
InHouse/ Library	\$10.92	\$12.25	\$13.11	\$14.48	\$14.69	\$15.00	\$15.42
Alt Ed/SpEd/Tutor	\$11.09	\$12.47	\$13.36	\$14.64	\$14.85	\$15.16	\$15.58
ASD	0-5	6-10	11-15	16-20	21-25	26+	
	\$13.84	\$13.94	\$14.14	\$14.44	\$14.84	\$15.24	
Parapro 3.0%							
21/22	0-3	4-7	8-11	12-14	15-19	20-24	25+
Building/Classroom/Office	\$10.99	\$12.35	\$13.26	\$14.65	\$14.86	\$15.18	\$15.61
InHouse/ Library	\$11.25	\$12.62	\$13.50	\$14.91	\$15.13	\$15.45	\$15.88
Alt Ed/SpEd/Tutor	\$11.42	\$12.84	\$13.76	\$15.08	\$15.30	\$15.61	\$16.05

All ASD Para-Educators hired in, on or before the 2020/2021 wage table will remain at their hour rate until it matches the Special Education wage line. All new hires to the ASD program moving forward will receive Special Education pay.

Based upon the following years of service with Otsego Public Schools, an hourly increase will be added to an employee's pay rate as follows:

- 12-14 Years of Service = \$.10 per hour
- 15-19 Years of Service = \$.20 per hour
- 20-24 Years of Service = \$.30 per hour
- 25+ Years of Service = \$.40 per hour

Additional Credentials

State Approved Test	\$.50 on top of Base
Associate's Degree	\$.50 on top of Base
Bachelor's Degree	\$1.00 on top of Base

SCHEDULE A -- CLERICAL

2021-2022 SALARY SCHEDULE

- 2021/22 – 2% Increase

YOS	1	2	3	4	5-9	10-14	15-19	20+
Attendance Clerk	\$14.31	\$14.65	\$15.04	\$15.47	\$15.98	\$16.60	\$17.07	\$18.01
Attendance Clerk and MS Athletics	\$14.58	\$14.91	\$15.30	\$15.73	\$16.24	\$16.77	\$17.33	\$18.27
Building, Guidance and Special Education Secretary	\$15.49	\$15.80	\$16.17	\$16.59	\$16.98	\$17.65	\$18.08	\$19.12
Athletic & Community Ed Sec.	\$18.13	\$18.45	\$18.82	\$19.25	\$19.63	\$19.90	\$20.42	\$21.64
District Registrar	\$16.08	\$16.40	\$16.77	\$17.20	\$17.58	\$17.89	\$18.42	\$19.46
Accounts Payable Coordinator	\$22.82	\$23.14	\$23.51	\$23.95	\$24.32	\$24.50	\$25.02	\$26.06

Clerical Longevity

- Years 10-19
 - .25 x numbers of hours worked/year
- Years 20-30
 - .50 x numbers of hours worked/year

Clerical Additional Credentials

- MSBO Certifications
 - .50 x numbers of hours worked/year
- Associates Degree
 - .50 x numbers of hours worked/year
- Bachelor's Degree
 - 1.00 x number of hours worked/year

Appendix A

**Otsego Public School
Educational Support Personnel Association
Grievance Report Form**

Date Cause of Grievance Occurred: _____

Contract Article Violated: _____

Statement of Grievance: _____

Relief Sought: _____

Date oral conversation occurred with supervisor: _____

LEVEL ONE – Written Grievance to supervisor

Submit to Supervisor

1. Disposition of Supervisor from oral conversation above: _____

2. Disposition of Grievant and/or Association: _____

Supervisor's Signature

Date

Grievant's Signature

Date

LEVEL TWO

Submit to Superintendent

Endorsement of the Association: [] Yes [] No

Date Grievance Sent to Superintendent: _____

Date of meeting with grievant/Association representative (within 10 days of receipt of grievance): _____

Disposition of Superintendent: _____

Superintendent's Signature Date

LEVEL THREE

Submit to Board of Education

Date Grievance Sent to Board of Education: _____

Date of meeting with grievant (within 10 days of receipt of grievance): _____

The Board shall render a written decision within 30 days of the committee hearing.

Appendix B

Comp Time Log

Employee Name: _____

Date	Hours	Activity

Total Hours: _____

Supervisor's Signature

Date

Comp time must be turned in within 14 days of the overtime to the payroll department. There is a maximum comp time accrual of 40 hours and any comp time exceeding this limit will be paid. Accumulated comp time must be scheduled as soon as practical after the end of the payroll period in which the overtime was worked. Any comp time unused after 60 days will be paid/forfeited. Requests to use accrued comp time are handled in the same manner as leave requests and must be requested in advance.