

Otsego Educational Support Personnel Association

2017-20



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AGREEMENT

This Agreement is entered into this 26th day of June, 2017, 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, excluding supervisors, substitutes and all other employees.

**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 two (2) 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 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.

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.

The evaluation shall be signed by the Employer and the Employee.

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 workweek 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 Public 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. Whenever a para-educator is placed in another classification, the para-educator will be paid at the higher rate of pay at their own step of the new classification. 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.

The scheduled work year for Para-Educators shall provide a minimum of the State mandated number of days/hours of work.

On a day when school is closed and which cannot be counted as a day of student instruction, Employees need not report and shall receive no pay. 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 school day is delayed or halted due to inclement weather, the Employee shall receive their regular day's 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

Any Employee working as a Tutor since August 2003 shall be required to become qualified, as defined by the federal legislation contained in the No Child Left Behind Act (ESEA). The qualifications must be met before January 8, 2006. Any such Employee who takes the State approved test to become qualified 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 that may be required in the future to become highly qualified by any state or federal legislation.

ARTICLE 10 WORK SCHEDULES

At the beginning of the start of school operations, Employees shall receive notice from the Employer of their scheduled work days and hours. Employees shall receive pay only for the time actually worked on a scheduled workday.

If an Employee reports to work and the program or student to which they are assigned has no work for the day, the Employee would be paid 2 hours show up time and dismissed for the day, unless the building administrator can find a comparable assignment for the remaining hours that day.

If an employee is required to work through their scheduled planning period, the employee shall be entitled to a planning period at a later time.

All Para-Educators shall be scheduled to work any days that teachers are scheduled prior to the first student day. In addition, Employees 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 attend.

ARTICLE 11 LEAVE DAYS

Employees shall earn one (1) leave day per month worked to a maximum of ten (10) days each school year. Unused leave shall accumulate to 100 days. Leave days may be taken in hourly or half-hourly increments. A leave day shall be used at the bargaining unit member's discretion. However, leave 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 or chronic use, the Employer may require the Employee to submit a statement from an attending physician verifying the illness or injury preventing attendance of the Employee.

Employees with a minimum of ten (10) years of service in the Otsego Educational Support Personnel Association will be paid \$25.00 per day of unused leave days at time of retirement. Unused leave days' payment 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.

Any Employee who is absent because of an injury or illness incurred in the place of employment for which he/she is receiving Worker's Compensation, shall receive from the Employer the difference between the Worker's Compensation payment and his/her regular pay to the extent and until such time as Employee shall have used up his/her accumulated paid leave and provided such payment does not reduce the amount of the Worker's Compensation benefits received by the Employee.

A leave day(s) will not be granted for the day preceding or following holidays or vacations unless approved by the Superintendent.

An Employee who exhausts his/her leave due to a continuous long-term illness or disability shall be granted an unpaid leave of absence not to exceed 120 days. However, up to one school year may be granted with approval from the Superintendent.

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. The leave may be extended to a duration of one year at the discretion of the Employer.

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

The reinstatement rights of any paraprofessional 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.

Short Term Leave: An Employee may be granted an 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. No more than one (1) employee per building shall be allowed leave at one time under the provisions of this section.

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.

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.

ARTICLE 12 BENEFITS

An Employee who is called for jury duty or subpoenaed to give testimony before any legal, judicial or administrative tribunal and providing that it will not apply to any cause in which the Employee is the party to the action shall be compensated for the difference between their normal salary and that which they received for performance of such duty, less reimbursed expenses and travel allowances.

Para-Educators shall receive holiday pay for Labor Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day, and Memorial Day, which shall be paid at the Para-Educator's straight time hourly rate for the number of hours regularly scheduled to work on a daily basis. To be eligible for holiday pay the Para-Educator must have worked the last scheduled workday prior to the holiday and the first scheduled workday following the holiday unless excused.

If a Para-Educator is not going to physically be at work the day before or after a paid holiday, he/she must make prior arrangements with the Superintendent or his/her designee.

One paid fifteen (15) minute rest period will be scheduled by the Para-Educator's supervisor during the second or third hour of work for Para-Educators working at least three (3) hours per day. A second fifteen (15) minute rest period will be scheduled by the Para-Educator's supervisor during the fourth or fifth hour of work for Para-Educators working at least six (6) hours per day. It is understood that demands of the job may arise which could necessitate the Para-Educators working through the scheduled rest period. If an Employee is required to work through their scheduled break, it is understood that the Employee shall be entitled to a break period at a later time.

Para-Educators working four (4) or more hours per day shall receive an unpaid duty-free lunch period of thirty (30) minutes to be scheduled by the supervisor.

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.

ARTICLE 13 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 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 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) school 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) school 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) school 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 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
HEALTH BENEFITS

The board of Education of Otsego Public Schools is the sole policy holder for all insurance programs.

For the 2017-20 contract years, 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.

ARTICLE 16

DURATION OF AGREEMENT

Entire Agreement: The Master Agreement is for the 2017-2018, 2018-19 and 2019-2020 school years. 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.

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 2020, at which time it shall terminate, unless extended by written 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 ____ day of _____, 2017.

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 26, 2017

Ratified: June 26, 2017

SCHEDULE A

2017-2020 SALARY SCHEDULE

2017-2018, 2018-2019 - 0% - Hours Restored								
Classification	Step 1	Step 2	Step 3	Step 4	Step 4 Plus Longevity			
	Hire Date to 3 Years	4-7 Years	8-11 Years	12+ Years	12-14 Years	15-19 Years	20-24 Years	25+ Years
Building/Classroom/Office Aide	10.16	11.42	12.26	13.44	13.54	13.74	14.04	14.44
In House Supervisor/Library Aide	10.40	11.67	12.49	13.69	13.79	13.99	14.29	14.69
Alt Ed/ Sepecial Ed/Tutor Aide	10.56	11.88	12.72	13.84	13.94	14.14	14.44	14.84

2019-2020- 1%								
Classification	Step 1	Step 2	Step 3	Step 4	Step 4 Plus Longevity			
	Hire Date to 3 Years	4-7 Years	8-11 Years	12+ Years	12-14 Years	15-19 Years	20-24 Years	25+ Years
Building/Classroom/Office Aide	10.26	11.53	12.38	13.57	13.67	13.87	14.17	14.57
In House Supervisor/Library Aide	10.50	11.79	12.61	13.83	13.93	14.13	14.43	14.83
Alt Ed/ Sepecial Ed/Tutor Aide	10.67	12.00	12.85	13.98	14.08	14.28	14.58	14.98

During the 2017-18 school year, hours will be set at 33 hours per week. During the 2018-19 school year, hours will be set at 35 hours per week with steps and longevity granted. During the 2019-20 school year, hours will be set at 35 hours per week. Steps and longevity and 1% on schedule will be granted if the total unrestricted fund balance is 10% or higher. All new employees hired during this agreement will be hired at 29.5 or more hours at the discretion of the Board.

Current employees who need to remain at 29.5 hours per week due to the Affordable Care Act will submit this in writing to the Superintendent of Schools before the start of each school year.