

**Letter of Agreement**  
**between the**  
**Oscoda Area Schools Board of Education**  
**and AFSCME Local 1545**

Re: 2020-2021 Reopener Provisions and Conditions Associated with the District's COVID 19 Operating Plan.

- A. Pursuant to Article 23 (Duration), the parties had agreed that during the term of the 2018 to 2021 master agreement, that the amount paid for medical insurance in Article 21(a)(3) and the hourly rates of pay and per run pay rates in Appendix A and D would be subject to renegotiations for the 2020-2021 contract year.

To this end, the parties have agreed to the attached amendments to the foregoing provisions.

In summary, the per run driving rates and hourly rates for employees have been increased by 2% and the medical insurance plan contributions for eligible employees have been increased to the newly authorized rates by the Michigan Treasury for 2020.

- B. It is hereby agreed and acknowledged by the parties as it relates to the completion of the 2019-2020 fiscal year in relationship to the COVID 19 pandemic and the district's State mandated operating plan.
- a. On April 2, 2020, the Governor of the State of Michigan issued Executive Order 2020-35 which took immediate effect. This order had been preceded by at least two other Executive Orders impacting schools including 2020-5 (temporary school closure expiring April 5 end of day) and 2020-21 (suspension of certain business operations until April 13 end of day). The parties had entered into letters of agreement regarding these orders.

The Letter of Agreement covering paraprofessionals, food service and bus driver employees dated March 17, 2020 had expired and its extension executed on April 2, 2020 will expire at the end of the day on April 13, 2020. Under these agreements it has been determined that employees will not be required to work any summer hours associated with the "pay advance" provisions given state aid will be forthcoming for the cancelled work days prior to April 14, 2020.

The letter of agreement executed April 2, 2020 covering custodial employees will also expire at the end of the day on April 13, 2020.

- b. Under Executive Order 2020-35, school districts are required to provide remote educational services not later than April 28, 2020 and among the many requirements, to implement a State approved plan of operation the content of which is not in conflict with the terms of any labor agreements regulated by the Public Employment Relations Act. The order further requires the continuation of pay and benefits to employees in order to receive State Aid by assigning employees to meaningful work needed to implement the district's plan.
- c. The purpose of this section is to clarify the role and assignments of bargaining unit personnel given by way of example, that the district is effectively prohibited from providing daily student transportation and scheduling paraprofessionals in classrooms working with students. To this end, the parties agree and acknowledge as follows.
  1. Employees will be notified when to report and that schedule may vary on a given day within a work week but will assure the employees normal weekly earnings for each full week of work starting April 14, 2020 through the end of the 2019-2020 fiscal year will be:
    - a. Consistent with the number of instructional days in the district's original 2019-2020 calendar for the period of April 14, 2020 to the last student instructional day for paraprofessionals, food service and bus drivers except for any of the foregoing individuals who are normally assigned to positions are required to work a few additional day(s) doing work associated with the close down of operations within their department for the summer.
    - b. Consistent with the number of work days in the districts original operations schedule for the period of April 14, 2020 to the end of the year on June 30, 2020 for custodians.

The pay associated with this letter of agreement will be in addition to any applicable paid holidays under Article 20 of the master agreement.

2. With the exception of bus drivers, payment for each full work week will be issued based upon the employee's regular weekly wages as determined by the employees schedule in effect the first full work week immediately prior to March 16, 2020.

The weekly pay for drivers will be calculated based upon an hourly rate of pay by converting the drivers per run pay using the hours reported to the Michigan Public School Employees Retirement System.

The purpose of this section in part is to assure employees who are able to report for the period of April 14, 2020 through the end of the 2019-20 fiscal year, will continue to receive their regular weekly pay, subject to the other

provisions for charging paid time off, dock days, etc. set forth in the master agreement.

For those days the district is not required to make up under Section 101(4) of the State Aid Act for the period starting April 14, the following will apply for paraprofessionals, drivers and food service employees:

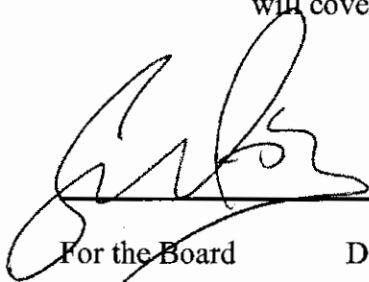
- a. Those food service employees and/or bus drivers assigned to prepare and deliver meals to eligible students prior to April 14, 2020, will continue to be assigned and paid in the same manner as stated in the letter of agreement executed on March 17 and extended on April 2, 2020.
  - b. All paraprofessionals, bus drivers and food service employees including those covered by Section a above, will receive pay for these days as set forth in the aforementioned letters of agreement.
3. Those days on which employees are not directed to report due to the lack of work, will be with full pay and benefits as outlined under the terms of the master agreement and this letter of agreement. On such days, employees will be considered as being "on call" and must be available to report to work. For purposes of weekly pay calculations, the hours for these days will be the daily hours the employee was scheduled to work in the last full work week prior to March 16, 2020.
  4. For those days on which the employee is scheduled to report and is sent home by the district early due to the lack of available work, the pay issued will be the same as if the employee worked the entire regular number of hours initially assigned for that day.
  5. Those days on which employees are directed report and cannot due to illness, personal business, requested vacation time or other provisions for paid leave under the master agreement, the time will be charged pursuant to the provisions of the master agreement. Employees are to follow the regular procedures for reporting and requesting authorization for absences from work.

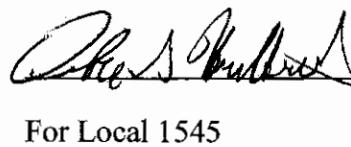
This same procedure will apply if an employee needs to leave work early due to illnesses or other reasons afforded under the master agreement. The charge in these instances will be based upon the employee's regular daily schedule of hours in the last full work week immediately prior to March 16, 2020.

6. The number of days and hours employees are directed to report on a given day, may be changed by the district, subject to the assurances in Sections 1 and 2 above. By way of example, if an employee was scheduled to work to work 30 hours per work week immediately prior to March 16, 2020, the

weekly pay will be based upon 30 hours but may be scheduled in four days with 7.5 hours.

7. It is recognized that employees may be assigned work outside of their regular classification but such assignments will not result in a change in the employee's regular hourly pay rate.
  8. If the district elects to schedule professional development time as afforded for under the Executive Order which qualifies to be counted as days/hours of instruction for purposes of receiving State Aid, the above provisions will be applied to unit employees for these days.
  9. It is further acknowledged that nothing in this letter of agreement is to be construed to prevent layoffs and if determined to be necessary, the actions taken will be consistent with the provisions of the master agreement. As for the remainder of the 2019-2020 fiscal year, there are no layoffs planned or anticipated.
- d. In the event of any dispute as to the implementation of Section B of this letter of agreement, the matter will not be subject to the grievance procedure and may be directed to the Superintendent's Office in writing by the Chapter Chairperson.
  - e. In the event Executive Order 2020-35 is repealed, amended, replaced or the Governors emergency and disaster declarations expires prior to June 30, 2020, the district reserves the right to terminate Section B and if terminated, the provisions of the related master agreement will apply.
  - f. This constitutes the entire understanding of the parties with regard to Section B. Section B of this Letter of Agreement will not be deemed precedent setting and will cover the period starting April 14, 2020 and will expire June 30, 2020.

 4/9/20  
\_\_\_\_\_  
For the Board                      Date

 4 9 2020  
\_\_\_\_\_  
For Local 1545                      Date

Joseph McLean  
PAG

\_\_\_\_\_  
Tony Johnson                      Date  
President  
Oscoda Area Schools Board of Education

**Article 21 -- Insurance Benefits**

- A. 1. The full cost of dental and vision insurance coverage shall be paid in full for eligible year round employees, including their spouses and children. Sponsored dependents and others shall not be considered eligible dependents for health insurance. Employees may pay for such coverage through payroll deduction.
2. The full cost of single subscriber dental and vision insurance coverage shall be paid in full for term employees, covering a twelve (12) month period, subject to Section B(1) below.
3. Subject to the rules and regulations of the underwriters, eligible employees may choose between the following two health insurance plans:

Simply Blue HSA PPO Plan \$1,300/\$2,600 In Network (\$2,600/\$5,200 Out of Network); 0% co-pay; Rx PD-TTC \$10/\$40/\$80-RXCM (After deductibles are met); or

BCN HSA HMO \$1,350/\$2,700 in-network (no out-of-network coverage); 0% co-pay; LG Rx. This plans continued availability is based upon minimum district wide enrollment being established and maintained on an ongoing basis.

The deductible on the HSA plan may be higher if required as a matter of law.

Eligible term employees may enroll in single subscriber coverage. Eligible year-round employees may enroll in up to full family.

All deductibles, co-pays and co-insurance charges are the responsibility of the employee. Any charges associated with the ongoing implementation of the HSA check or debit system will be the obligation of those employees electing that option if the total cost exceeds the following limits.

The district's maximum monthly contribution for either of the health insurance plans will be factored based upon the following annual rates:

Full Family	\$18,596.96 per year
Two Person	\$14,260.37 per year
Single	\$6,818.87 per year

Any amounts in excess of the district's contribution will be payroll deducted bi-weekly as a condition of this Agreement.

The dental plan will provide for Class I services at 100%; 75% on Class II; 60% on Class III and 75% on Class IV; \$1,500 per member annual maximum on Class I, II and III; and a life time maximum for class IV of \$1,900 per member.

4. The Employer agrees to maintain payments for federal old age survivor insurance for all its employees, on a payroll deduction basis, as it is now doing.
  5. The Employer reserves the right to change agents of record, plans, and third party administrators of the above plans and to fully insure and/or self fund plans provided that in doing so, substantially equivalent coverage is maintained.
  6. The parties agree to meet upon request to examine alternative medical plans that could reduce or eliminate out of pocket expenses for employees.
- B. 1. Employees or employees laid off who were hired prior to March 15<sup>th</sup> of 2002, must be scheduled to work at least four (4) hours, or be scheduled a regular bus run each regularly scheduled working day while school is in session to be eligible to receive this insurance coverage plan.

Employees entering the bargaining unit after March 15<sup>th</sup>, 2002 are not eligible for health insurance, dental or vision coverage. Notwithstanding any provision of this Agreement to the contrary, the district reserves the right (at its option) to offer health insurance (or to discontinue health insurance) for employees hired after March 15, 2002 who are regularly scheduled to work thirty (30) hour per week or more if by not offering health insurance would result in a penalty under the Affordable Care Act or similar legislation. The lowest possible cost option in such instances will be implemented by the district (i.e. single subscriber limit). If the option is exercised and an employee's hours change so as to no longer result in a penalty or the employees hours are reduced below thirty (30) hours per week, the employee's coverage will be discontinued. The plan(s) and amounts to be paid will be determined by the district. Determinations under this paragraph are not subject to the grievance procedure.

2. Dual enrollment of employees or eligible dependents in the district's hospitalization plan is prohibited, with the exception of term employees when the spouse is also a term employee. The choice as to which employee chooses to enroll in the hospitalization coverage shall be made by the employee. If not enrolled in the district's plan, the year round employee will be eligible for \$100 per month in cash under and IRS qualified Cafeteria Plan. Term employees who opt out of the district's hospitalization plan will be eligible for \$75 per month.
  3. Dependents already covered under an involuntary medical program comparable to the insurance coverage offered shall be excluded from coverage.
- C. The Employer agrees to pay each year in full the cost of a twelve (12) month \$35,000 with accidental death and dismemberment (AD&D) insurance coverage plan for each employee covered by this Agreement.

## APPENDIX A – WAGES

(For employees listed on the Local #1545 A.F.S.C.M.E.'s Seniority List as of June 30, 1998)

### Salary Schedules

#### Classification:

**Custodial:** Employees on the seniority list as of June 30, 1998 who are regularly employed as custodians will be paid on the pay schedule that applies to those hired after June 30, 1998.

Classification	<u>2020-2021</u>		
	<b>Dietary:</b>		
Step #1 (0-2 years) (hourly)			<b>\$12.54</b>
Step #2 (3-10 years) (hourly)			<b>\$12.74</b>
Step #3 (11-18 years) (hourly)			<b>\$13.70</b>
Step #4 (19+ more years) (hourly)			<b>\$14.33</b>
<b>Shift Premium:</b>			
2 <sup>nd</sup> Shift (hourly)		0.37	
3 <sup>rd</sup> Shift (hourly)		0.56	

#### **Paraprofessional:**

Step #1 (hourly)	<b>\$11.30</b>
Step #2 (hourly)	<b>\$12.64</b>
Step #3 (hourly)	<b>\$13.84</b>
Step #10 (hourly)	<b>\$14.72</b>
Step #18 (hourly)	<b>\$14.81</b>

#### **Transportation:**

<b>"A" Run</b>		
1-10 years (daily)		<b>\$67.17</b>
10 years (daily)		<b>\$74.03</b>
18 years (daily)		<b>\$74.91</b>
<b>"B" Run</b>		
1-10 years (daily)		<b>\$77.36</b>
10 years (daily)		<b>\$84.19</b>
18 years (daily)		<b>\$85.04</b>
<b>"C" Run</b>		
1-10 years (daily)		<b>\$87.50</b>
10 years (daily)		<b>\$94.38</b>
18 years (daily)		<b>\$95.21</b>
<b>Noon Preschool Run</b> (daily)		<b>\$23.64</b>
<b>Field Trip Pay:</b> (hourly)		<b>\$13.88</b>
<b>Meals:</b>		
Breakfast	6.00	

Lunch	7.00
Supper	12.00

Additional 15 cents per/mile per/day for regular runs over 125 miles

Employees will be paid every other week on a payroll period cycle determined by the district and will be paid through direct deposit or debit card at the employees election. If no election is made by August 1<sup>st</sup> each year, a debit card will be utilized.

In the event of unpaid time off, the amount of funds withheld will be reflective of the regular wages and all fringe benefits cost (unless continuation is required under the Family Medical and Leave Act). The amounts due for fringe benefits will be payroll deducted as a condition of this Agreement.

Employees being permanently transferred between pay classifications will be placed at the probationary rate (or step one or year one where there is no probationary rate). Where the schedule has a probationary rate, the employee will advance to the next step after the trial period in Article 15(C). Subject to the restrictions under the Public Employment Relations Act, advancement thereafter will be based upon the full years of service completed in the new pay classification as of July 1. Periods of extended unpaid leave under Article 17 or layoff will not be counted when making step adjustments on a given anniversary date.

The following will apply to longevity pay for those employees hired prior to July 1, 1998. Although the employee will be placed on the probationary step (where one exists) when transferring between pay classifications, the longevity calculation will be as follows:

<u>Classification</u>	<u>Years 10-18</u>	<u>Year 19+</u>
Custodial	Step 10 minus step 3	Step 18 minus step 3
Dietary	Step 3 minus step 2	Step 4 minus step 2
Paraprofessionals	Step 10 minus step 3	Step 18 minus step 3
Transportation	Step 10 minus step 1-10	Step 18 minus step 1-10



**APPENDIX A – WAGES**

**(For employees hired and/or rehired after June 30<sup>th</sup>, 1998)**

**Salary Schedules**

**2020-2021**

**Classification**

**Custodial:**

Probationary	(hourly)	<b>\$12.59</b>
(0-2 years)	(hourly)	<b>\$13.65</b>
Step #2 (3-5 years)	(hourly)	<b>\$15.68</b>

**Dietary:**

Probationary- 2 years	(hourly)	<b>\$10.46</b>
Step #2 (3-5 years)	(hourly)	<b>\$11.35</b>
Step #3 (6-8 years)	(hourly)	<b>\$12.16</b>
Step #4 (9+ years)	(hourly)	<b>\$13.03</b>

<b>Shift Premium:</b> 2 <sup>nd</sup> Shift	(hourly)	0.37
3 <sup>rd</sup> Shift	(hourly)	0.56

**Paraprofessional:**

Probationary- 2 years)	(hourly)	<b>\$10.51</b>
Step #2 (3-5 years)	(hourly)	<b>\$11.41</b>
Step #3 (6-8 years)	(hourly)	<b>\$12.62</b>
Step #4 (9+ years)	(hourly)	<b>\$13.84</b>

**Transportation:**

<b>"A" Run</b>	(daily)	<b>\$67.17</b>
<b>"B" Run</b>	(daily)	<b>\$77.36</b>
<b>"C" Run</b>	(daily)	<b>\$87.50</b>
<b>Noon Preschool Run</b>	(daily)	<b>\$23.64</b>
<b>Field Trip Pay:</b>	(hourly)	<b>\$13.88</b>
Meals:	Breakfast	6.00
	Lunch	7.00
	Supper	12.00

Additional 15 cents per/mile per/day for regular runs over 125 miles.

**APPENDIX D**

The following employees hired and or rehired prior to or after June 30, 1998 will be paid at the rate designated below provided each continues to be assigned to a Custodial position on a regularly assigned basis:

**2020-2021**

- |                    |                |
|--------------------|----------------|
| 1. Hurlburt, Deke  | <b>\$17.96</b> |
| 2. Hurlburt, Lloyd | <b>\$17.36</b> |