

**Master Agreement**

**between the**

**Oscoda Area Schools  
Board of Education**

**and the**

**Oscoda Secretaries Association**

**2019-2020**

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## **Agreement**

This Agreement is entered into by and between the Board of Education of the Oscoda Area Schools, hereinafter called the "Board" or "District" and the Oscoda Area Schools Secretarial Association hereinafter called the "Association" and its members hereinafter called "Employees".

### **Preamble**

It is the purpose of this Agreement to promote the mutual interests of the District, its students and its employees, and to provide for the operation of the District. The parties to this Agreement will cooperate fully to secure the advancement of these purposes.

### **Witnesseth**

WHEREAS, the Board has a statutory obligation, pursuant to Act 336, Public Acts of Michigan 1947, as amended by Act 379, Public Acts of Michigan for 1965, known as the Public Relations Employment Act, to bargain with the Association as the representative of its secretarial personnel with respect to hours, wages, terms and conditions of employment.

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

### **Article 1 -- Recognition**

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II, Public Act 379, of 1965, for all secretarial personnel employed in the Oscoda Area Schools excluding central office secretaries and temporary employees used to address short term labor needs (90 consecutive work days or less).

### **Article 2 -- Government Laws and Regulations**

This Agreement shall not supersede any existing laws or future laws of the state or federal government as they affect the legal operation of the school system by the District. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any federal or state law, the remaining portions of this Agreement shall continue in full force until the prescribed termination date.

Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an Emergency Manager.

The inclusion of this clause shall not be considered a waiver by the Association of any rights to challenge actions initiated by the Emergency Financial Manager in court.

### **Article 3 -- Rights of the Association**

- A. 1) Facility Usage - The Association and its members shall have the right to use school district building facilities at all reasonable hours for meetings, subject to scheduling.
- 2) The Association shall have the right to use, on the school premises, equipment, including computers, copy machine, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use, provided prior approval is obtained. Denial of requests is not subject to the grievance procedure.
- 3) Employee bulletin boards and school mail shall be made available to employees for Association business.
- B. 1) The Board agrees to furnish to the Association in response to reasonable written request all available information necessary for negotiations and the processing of grievances.
- 2) The Board agrees to submit names of newly hired employees to the Association within five (5) working days of the date of hire.
- 3) Employees shall be released for the purpose of Association business not to exceed a total of three (3) days per year. These days shall not be used for arbitration hearings. Release time is predicated on the availability of substitutes. No more than one (1) Association member may be released at the same time and at least two (2) weeks advanced notice in writing will be provided.

There will be no loss of pay or benefits on such days provided the Association reimburses the District for all direct and indirect costs including the cost of any substitutes. Reimbursement will be made within one (1) week of the day the employee is absent.

### **Article 4 -- Employee Rights**

- A. 1) Pursuant to Act 379 of the Public Acts of 1965, the Board and Association hereby agrees that every employee shall have the right to freely organize, join, and support the association (or to refrain from joining or supporting) for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any individual in the enjoyment of any rights conferred by Act 379, or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any individual member of the Association (or lack of membership), his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to hours, wages or any terms or conditions of employment.

Any alleged violations of this Section will be addressed exclusively through the

procedures available through the Michigan Employment Relations Commission.

- 2) Employees are expected to comply with reasonable rules, regulations and directions from time to time, adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.

Employees shall not be required to work under unsafe or hazardous conditions, or perform tasks which endanger their safety, health or well-being. Employees shall notify their supervisor when such conditions exist.

- 3) An employee shall, at all times, be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.
- 4) No employee shall be disciplined or discharged without just cause for employees hired prior to July 1, 2016. For employees hired after June 30, 2016, such actions will not be for reasons that are arbitrary or capricious. Any such actions shall be subject to the professional grievance procedure hereinafter set forth, however, any appeal shall be made to the Superintendent's level. All information forming the basis for disciplinary action or discharge will be made available to the employee and the Association. This section shall not apply to a probationary employee.
- 5) Any case of assault upon an employee shall be promptly reported to the principal or the designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- 6) If any complaint or legal action is brought against an employee by reason of any school involvement, the Board will provide such legal counsel and all necessary assistance to the employee in his/her defense as is permitted under the Michigan School Code. Time lost by an employee in connection with any incident mentioned in the article shall not be charged against the employee.
- 7) Each employee shall have the right to review, upon request, the contents of his/her own personnel file, excluding pre-employment data. Each employee may have a representative of the Association accompany him/her in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file.
- 8) Each employee shall have the right to submit a written notation regarding any material in the personnel file and have it attached to the material. The signature of an employee upon any material placed in his/her personnel file merely indicates awareness of the material placed in that file. The placement of any adverse material in any personnel file, or its contents, is subject to the grievance procedure except as may be limited elsewhere in this Agreement.

- B.
  - 1) The District shall provide adequate rest areas, lounges and rest rooms for the employees' use.
  - 2) The Board or its designated representative shall take reasonable steps to support and assist in the maintenance of control and discipline of students.
  - 3) In the absence of a supervisor, or designee, employees shall not be held accountable or made responsible for the administration or supervision of the building/department and will be notified as to who is in charge for the day.
  - 4) Except in an emergency, employees shall not be asked to assume the duties of:
    - a) a teacher
    - b) a classroom supervisor
    - c) hall supervisor
- C. Personal Life - Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any member of the unit or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such members of the unit. The private and personal life of any employee is not an appropriate concern of the Board without just and reasonable cause.
- D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

#### **Article 5 -- Rights of the Board**

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the District to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

#### **Article 6 -- Payroll Deductions**

Upon the submission of written authorization by the employee to the Business Office, the Board shall make payroll deductions for banks and credit unions, annuities and tax-deferred plans and other deductions available through the Business Office. Deducted annuities and tax-sheltered plans shall be sent at the time of deduction to the employee-requested companies.

#### **Article 7 -- Job Descriptions**

- A. When job descriptions are changed or new job descriptions are developed, an opportunity for input will be provided to the affected employee(s) and the Association President prior to the changes being implemented.
- B. Job descriptions shall include at a minimum: 1) Job title and description; 2) qualifications; 3) a

specific statement of required tasks and responsibilities. The description shall be distributed to all current employees and to all new employees when hired by the district.

- C. Copies of descriptions shall be maintained in a file at the Superintendent's Office and shall be available for review by any employee upon request, with copies provided.

#### **Article 8 -- Job Evaluations**

- A. Employees shall be evaluated at least once every two (2) years prior to the end of the work year by his/her immediate supervisor. A one-year waiver may be granted upon mutual agreement between the supervisor and the employee.
- B. Any evaluations of employee's work performance shall be based solely upon said job descriptions.
- C. A written copy of the evaluation shall be given to the employee. If the employee disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question. If a supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms. An identification of the specific ways in which the employee is to improve and the assistance to be given by the District towards that improvement shall be included. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean adequate improvement has taken place.
- D. Each evaluation shall include a conference with the evaluator within thirty (30) days. The employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that he/she agrees with the content of the evaluation. An employee may submit additional comments to the written evaluation if he/she so desires and as such, no alleged violation of this article is subject to the grievance procedure. An employee interested in requesting a review of an evaluation may request a review by the Superintendent within five (5) business days of receiving the evaluation. All written evaluations are to be placed in the employee's personnel file.
- E. In the event an employee is not continued in employment, the District will advise the employee of the specific reasons therefore in writing with a copy to the Association.

#### **Article 9 -- Seniority/Seniority Lists**

- A. All employees shall be on probation for the first sixty (60) work days of employment. Any days missed during the probationary period will serve to extend the probationary period. Probationary employees will receive paid time off and other benefits under this agreement when the probationary period is complete.
- B. Actual years of regular, continuous service from date of hire within the bargaining unit, shall constitute the basis for seniority. An employee shall lose seniority if he/she:
  - 1) Quits (resigns)
  - 2) Retires

- 3) Is discharged and the discharge is not reversed through the grievance procedure of this Agreement
  - 4) Transfers to another bargaining unit
  - 5) Is on layoff for more than three (3) years from the effective date of layoff.
- C. The District shall provide the Association a revised seniority list during October of each year.
- D. The seniority list shall be open for correction for fifteen (15) working days following its distribution. If there are no corrections proven to be needed, the list will be deemed correct until the next review period.

#### **Article 10 -- Vacancies/Postings**

- A. A vacancy is a newly created position, or a position from which an employee has retired, resigned, died, transferred out of, or taken a leave of absence which does not guarantee a return to position.
- B. Vacancies will not be posted while there are employees eligible for recall (see Article 11-B).

Vacancies shall be posted on the district's web site and a copy will be provided to the Association President. The posting shall include job description, number of weeks, days and hours. It shall advise that applications will be accepted and shall specify the final date and hour for receipt of applications, allowing a minimum of five (5) working days.

- C. The choice as to the successful applicant for a vacancy whether from within or outside of the bargaining unit is reserved to the district and is not subject to the grievance procedure.
- D. The Association shall be notified of any temporary positions prior to its being posted. No temporary position may be established that will exceed ninety (90) working days unless the Association and Board agree.
- E. Less than full year employees who wish to be considered for substitute and/or temporary work during the non-working weeks, may submit their name to the Human Resources Office.
- F. The district reserves the right to transfer employees whether vacancies exist or not.

The parties agree that unrequested transfers of employees are to be minimized.

#### **Article 11 -- Layoff/Recall**

- A. The provisions of this Article will apply in the event a position is eliminated, reduced in hours or weeks of work.

When the Board deems it necessary to reduce the work force, representatives of the Board will meet with representatives of the Association to inform them of the situation and explain the reductions to be made. The Association will be provided an opportunity to offer suggestions. In the event the Board determines that layoffs are necessary, they shall be made according to the



procedures set forth below.

- 1) Employees willing to take a voluntary layoff shall be laid off and will be considered as eligible for recall within the limitations set forth below.
- 2) When no voluntary layoff occurs, employees shall be laid off in accordance with their seniority, that is, the employee with the least seniority shall be laid off first. Employees to be laid off shall be given fourteen (14) calendar days advance notice. In cases of Act of God or labor disputes, days shall be extended.

It is understood in the implementation of Sections 1 and 2 above, that the layoff of a specific person will not be exclusively predicated upon whether that person is eligible for insurance benefits as opposed to other legitimate business purposes identified herein.

- B. Laid-off employees shall be recalled in accordance to their seniority before a position is posted as a vacancy. The district reserves the right to transfer employees to positions of its election to facilitate this procedure and to meet its operational and personnel needs.

The recall of an employee to a position with less annual hours than the employee had prior to being laid off or the refusal of an employee to accept such a position will not serve to terminate or extend the employee's recall rights to a position with the same annual hours the employee had prior to being laid off.

To protect their seniority and further employment rights, an employee must report to work within ten (10) regularly scheduled workdays from the date of receipt of notice of recall by the employee.

- C. Laid-off employees shall be called for subbing and shall be paid the current contract rate of the step they were on when laid off.
- D. Laid off employees shall be maintained on a recall list for three (3) years from the effective date of layoff.
- E. Employees will not be assigned under the procedures in this Article to a position for which they are not qualified as set forth in the job description (see Article 7).

#### **Article 12 -- Paid Leave of Absence**

- A. Employees shall be entitled to the following paid days leave each school year:

- 1) Personal Business – three (3) days not to be deducted from sick leave, shall be allowed to transact personal business. Two (2) days advanced notification is required unless it is an emergency. The parties mutually agree that these days are not to be used as vacation days.
  - a) Pre-scheduled dental and or doctor appointments, and practice of individual religious preference will be considered as personal business days.

- b) Additional days without pay may be allowed upon approval of the Superintendent. The denial of additional days is not subject to the grievance procedure.
  - c) Unused days shall accumulate as sick leave.
- 2) Bereavement Days - The employee shall be allowed five (5) consecutive days for bereavement in the event of the death of an employee's parent, child, spouse, sister, brother, grandparent, mother-in-law, father-in-law, grandchild, son-in-law, daughter-in-law, aunt, uncle, spouse's grandparents, sister-in-law, brother-in-law, niece, nephew or member of the employee's immediate household. Additional days may be allowed at the discretion of the Superintendent and the denial of a request is not subject to the grievance procedure. Pay will be at her/his normal pay rate. Funeral and Bereavement days shall be deducted from sick leave.

One (1) day for bereavement for the death of a person whose relationship to the employee warrants such attendance. Extension may be granted at the discretion of the Superintendent and the denial of a request is not subject to the grievance procedure. Pay will be at her/his normal pay rate. Days shall be deducted from sick leave.

- 3) Judicial Obligations - An employee who is required to serve on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

If an employee is subpoenaed by the District or testifies on behalf of the Board, this time shall not be deducted from their sick leave.

### **Article 13 -- Unpaid Leaves of Absences**

- A. An unpaid leave of absence may be granted upon written request for the reasons set forth in Section D below. Leaves shall be for a period of up to one (1) year.
- B. Leave time accumulated prior to the leave of absence shall remain in force upon return of the employee. The employee shall not gain more seniority during the time of leave, but shall retain current seniority. The employee shall not be advanced on schedule for the time spent on unpaid leave.
- C. Upon return from an approved leave of absence, the employee shall be assigned to his/her for position if it still exists. If it does not exist, he/she will be may displace the least senioried employee provided the returning employee is qualified.
- D. The guidelines as stated above will cover the following leaves:
  - 1) Prolonged Family Illness - An employee may request a leave for prolonged illness in the immediate family: spouse, child, parent, shall be included in the employee's "immediate family".
  - 2) Child Care - A leave of absence shall be granted to any (male or female) employee for

the purpose of raising a child. A pregnant employee may commence said childcare leave prior to, or subsequent to the birth of her child at her option. The employee may terminate the leave anytime after the birth of the child or in the event of death of said child, provided she is physically able to perform her work responsibilities. An employee adopting a child may receive the same leave benefits.

- 3) Extended Illness - When the employee has exhausted all available sick leave time, they shall be granted a leave.

#### **Article 14 -- Sick Leave**

- A. Employees shall accrue sick leave at the rate of 1.25 days per month worked, to be credited at the beginning of each work year of which the unused portion shall accumulate from year to year without limitation. The Board shall furnish each employee with a written statement at the beginning of each work year indicating the total accumulated sick leave credit for said employee.
- B. The only sick leave that will be considered is that of the Oscoda Area Schools. Should the employee leave the system for other employment or other than leave-of-absence, sick leave shall be terminated and the employee must start over should he/she return to the school district.
- C. Sick leave days may be used only for absence for the following reasons:
  - 1) When incapacitated for duty by injury, illness, illness or disability which shall include all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery, and immunizations or vaccinations.
  - 2) A maximum of five (5) days per year for when a member of the employee's immediate family (see Article 13-D-1) is afflicted and requires care and attendance by the employee until such time as should be required to provide other care. Additional days may be granted at the discretion of the Superintendent and the denial of such days is not subject to the grievance procedure.
  - 3) When the employee has had a major operation or surgery, the member will present to the office of the Superintendent an affidavit from the doctor. The statement shall state that the surgery for which the employee is taking sick leave is not to correct an ailment of a chronic nature, which should have been taken care of during the summer vacation. Neither are routine health examinations or dental appointments covered by this policy. In case of emergencies no such affidavit is required.
  - 4) In case of extended illness, medical certificates may be required periodically to establish the employee's continued incapacity to return to duty.
  - 5) An employee who is absent frequently for short periods of illness may be required to visit a physician for a physical check-up. The Board reserves the right to require a doctor's certificates stating the employee's inability to work was due to illness.
  - 6) If the employee was not attended by a physician, the employee's written statement showing satisfactory evidence of illness may be required by his/her supervisor.
  - 7) When evidence does not justify approval of sick leave, the absence result in a reduction

in pay.

#### Article 15--Worker's Compensation

Injuries incurred on the job are covered under Worker's Compensation. This includes medical bills and compensation for time lost on-the-job, as well as death benefits. Upon completion of the accident report and after the employee has been out of work seven (7) consecutive days, compensation is paid. The employee shall report the amount to the Board of Education. The employee will receive the wage difference between what is afforded under the law and the employee's regular earnings deducted from accumulated sick leave on a prorated basis.

#### Article 16 -- Paid Holidays

- A. Employees whose work year includes the following days shall receive their regular rate of pay for each of the holidays listed below on which they perform no work provided they work their last scheduled workday before and the first scheduled workday after the holiday.

Whenever any of the holidays listed below fall on a Saturday, the preceding Friday shall be observed as the holiday provided there is no school scheduled that day. Whenever any of the holidays listed below fall on a Sunday, the succeeding Monday shall be observed as the holiday, provided there is no school on that day.

Fourth of July***	Day before New Year's
Labor Day	New Year's Day
Thanksgiving Day	Day after New Year's
Day after Thanksgiving	Good Friday**
Day before Christmas	Easter Monday
Christmas Day	Memorial Day
Day after Christmas	November 15*

\* Provided it falls on a workday; a workday being Monday through Friday.

\*\* If school is in session an alternative date will be selected for that year by the Superintendent in consultation with the Association President.

\*\*\* July 4<sup>th</sup> will be paid when there is a "year-round" student schedule and instruction is scheduled during that work week.

#### Article 17 -- Professional Improvement

- A. The Board and the Association recognize the need, desirability, and importance of continuing training and the education of employees. The parties agree that self-improvement through additional training and education will directly and indirectly be of significant benefit to the Board in many various aspects such as: maintenance and enhancement of job skills; increased employee morale regarding job satisfaction and promotional possibilities; and a continued and increasing positive influence on students and the entire educational process.
- B. The Board shall pay for required textbooks, fees, tuition, and other imposed expenses, including room and board, or travel, for any bargaining unit member who the Board approves prior to attending school for the benefit of the District or school improvement.

- C. The Board agrees to provide, upon application, when approved by the administration, the necessary funds for employees who desire to attend conferences, meetings, or workshops. Travel, meals, lodging and registration fees shall be deemed appropriate expenses by the Board. An employee attending such conferences and meeting shall be granted sufficient leave time to attend without loss of compensation. Employees will, upon request, submit a written report regarding such conferences.
- D. Employees may request in writing to attend conferences and workshops through the Superintendent's Office. The requests need to include a description of the program and an estimate of the associated registration and other costs.
- E. Employees may also make written recommendations for in district developmental activities to the Superintendent's Office.

#### **Article 18 -- Hours of Work**

- A. The Board recognizes the standard forty (40) hour workweek for full time employees. Employee's hours will be scheduled by their individual principal or immediate supervisor. The normal workweek shall be Monday through Friday.
- B. The Superintendent and/or designee will inform employees, in writing, as to the date they are to report back to work each school year, at least two (2) weeks prior to the report date.

If the Board finds it necessary to change the employees' work year, work week or work hours, the employee will be notified in writing at least fourteen (14) calendar days before the change in made.

- C. All employees scheduled to work at least six (6) hours per day shall be entitled to a duty-free, uninterrupted unpaid lunch period of at least thirty (30) minutes.
- D. Employees scheduled for at least six (6) hours per day will be provided a fifteen (15) minute relief period twice (2x) per day. If scheduled for less than six hours per day, there will be one fifteen (15) minute break. Employees working overtime will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked.
- E. Employees recognize the principle that no overtime is to be worked without the express permission of the supervisor. Employees will receive time and one half (1-1/2x) their regular hourly rate for all hours worked in excess of forty (40) hours in one (1) work week. Paid time off will not be counted in computing overtime. Employees will receive their regular pay for all hours worked plus pay for the holiday. No compensatory time in lieu of overtime pay or offsetting time (i.e. working four hours on a Saturday where overtime is not required to be paid and take 4 hours off at another time) will be authorized.
- F. An employee who is requested by the District to work during the summer, shall be paid his/her regular rate effective July 1st, of the new fiscal year.

## Article 19 -- Unscheduled School Closing

- A. In cases of school will be closed for students for the day due to an Act of God, employees shall be notified by their immediate supervisor or their representative when school is closed. Employees shall not normally be required to report on days when school is closed for students due to an act of god and the employee shall suffer no loss of pay.

Unless directed to the contrary, the rescheduling of student instructional days will not serve to extend the originally scheduled ending date in the fiscal year for an employee's position. If the ending date for the employee's position is extended, there shall be no additional pay unless the extension exceeds the number of rescheduled days of student instruction (i.e. if Wednesday was originally the last day for students and was extended to Friday of that same week, then the employee's ending date would extended by two days).

- B. When an announced utility failure forces the closing of a particular building, the employees at that location will not be expected to report to work, but will be paid at his/her regular rate of pay for the day and may be required to report to another building.
- C. When students are sent home early because of inclement weather or utility failure, the employees' work the remainder of the day unless authorized to leave early. The employee will receive his/her regular rate of pay for the day if dismissed early. This severe weather and utility failure provision applies even if students are not present in the building.

When the start of the student day is delayed because of inclement weather or utility failure, employees will report at their regular starting time unless directed to the contrary. If directed to report at a delayed time, the employee will receive his/her regular rate of pay for the time missed.

## Article 20 – Grievance Procedure

- A. Definitions

A Grievance: A claim based upon an alleged violation, misinterpretation or inequitable application of the terms of this Agreement.

An Employee: Shall include any individual or group of individuals within the bargaining unit covered by this Agreement.

A Party of Interest: Is the person/persons, or the Association making the claim and any person who might take action or against whom action might be taken in order to resolve the grievance.

Days: When used in this Article shall mean working days, except where otherwise indicated.

Grievance Committee: Is a group to whom the aggrieved member turns before a formal grievance may be filed. This committee shall be made up according to the Association Bylaws.

Administrative Representative: Shall be the building principal or immediate supervisor when the particular grievance arises in one building. The Superintendent shall designate the administrative representative when the particular grievance arises in more than one building.

Association Representative: Shall be a member of the Association.

Grievances of employees shall be presented and adjusted in the following procedure:

B. Informal Procedure

Level 1-A:

The employee with a complaint shall first discuss the matter with his/her administrative representative, either personally or accompanied by his/her Association Representative, with the objective of resolving the matter informally. It is assumed that the problem can be resolved most of the time through counseling and through the use of this informal process. If the problem cannot be resolved satisfactorily at this level, the individual will then proceed to Level 1-B within fifteen (15) days of its occurrence or discovery thereof.

Level 1-B:

The Chairperson of the Grievance Committee shall receive a written notification and shall schedule an interview with the grievant, the committee, and the P.N. Chairperson. The Grievance Committee shall issue a decision at the close of the scheduled hearing in writing. If a grievance is found to exist, it shall be taken to Formal Level 1. If a grievance is not found to exist, the grievant may proceed to Formal Level 1, only upon her/his own initiative, without Association support.

C. Formal Procedures

The number of days indicated in each Level as set forth is considered to be a maximum. The failure of the employee and/or Association to proceed to the next step of the grievance procedure, within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered. This shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator to communicate a decision to the party of interest, within the specified time limits, shall permit the employee and/or the Association to proceed to the next step. All time limits may be extended by mutual agreement in writing including an electronic communication.

Level 1:

If, as a result of the informal discussion with the administration representative, a grievance shall exist, the grievant may invoke the formal grievance procedure within ten (10) days on the form set forth in Appendix A, signed by the grievant and a representative of the Association. Said forms shall be furnished by the Board to the Association at the beginning of each year.

Copies of the grievance procedure shall be delivered to the administration representative. If the grievance involves more than one school building, it may be filed with the Superintendent or a designated representative.

Upon receipt of the grievance, administrative representative or Superintendent shall indicate a disposition of the grievance, in writing, within ten (10) days, and shall furnish a copy thereof to the Association.

Level 2:

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) days, the grievance shall be transmitted to the Superintendent. The Superintendent or designee shall indicate the disposition of the grievance, in writing, within ten (10) days and shall furnish a copy thereof to the Association.

Level 3:

If the Association is not satisfied with the disposition of the grievance furnished by the Superintendent, or his designee, or if no disposition has been made within ten (10) days of such meeting, the grievance may be transmitted to mediation by filing a written request to the Michigan Employment Relations Commission with a copy to the Superintendent.

Level 4:

If the Association is not satisfied with the disposition of the grievance by Superintendent or if no disposition has been made within the period provided, the grievance may be submitted to arbitration before an impartial arbitrator. The grievance shall be carried forward by the Association within twenty-one (21) days or the grievance shall be considered as withdrawn. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

The arbitrator is to determine disputed interpretations of the terms found in this Agreement or determine disputed facts, upon which the terms of this Agreement depend. The arbitrator shall not have the authority nor shall it be his/her duty to decide any issue not submitted to him/her. The arbitrator shall not give any decision, which in practical or actual affects, modifies, revises, detracts from, or adds to any of the language of this Agreement. Past practices of the parties can be used as relevant evidence if it bears on an interpretation of the actual terms of the contract. The arbitrator shall not base any decision on his/her opinion that it is fair or not fair, unless it is based on actual language of this contract. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

D. Miscellaneous:

- 1) During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without notification to the Association.
- 2) If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or disciplined, he/she shall be reinstated and given full reimbursement of all professional compensation and fringe benefits lost and their personnel file cleared if the arbitrator rules that such actions are required.
- 3) Paid released time with no loss of benefits shall be provided any member of the bargaining unit who is called to testify at and/or engaged in any grievance hearing or



arbitration hearing.

- 4) The fees and expense of the arbitrator shall be shared equally by the parties.
- 5) At no time shall students become involved at any stage of the grievance procedure without parental or guardian authorization.
- 6) In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible. The grievance shall be carried forward by the grievant within the same time limit as allocated to the Board, or the grievance shall be waived.

#### **Article 21 -- Negotiations Procedures**

- A. Representatives of the Board and the Association's Bargaining Committees may meet each month on a mutually agreed time, place and date for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association.

- B. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions and enter into a tentative agreement.
- C. There shall be two (2) signed copies of any final Agreement. One copy shall be retained by the Association and one by the Superintendent. Copies of the Agreement will be available on the district web site.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke mediation or after mediation, fact finding, through the Michigan Employment Relations Committee (MERC).
- E. Any member of the bargaining unit engaged during the working day in any negotiation session shall be released from the regular duties without loss of benefits.

#### **Article 22 – Compensation**

##### **2019-2020**

Probationary	\$12.40
Step #1	\$12.99
Step #2	\$13.39
Step #3	\$14.94
Step #4	\$15.43

- A. All employees will be placed on probationary wages for a sixty (60) working days then will be placed on Step 1, which shall not be retroactive.

Except as provided herein or as may be restricted by law, step adjustments will be made each year on July 1 based upon the total years of service in the bargaining unit. Periods of unpaid leaves under Article 13 and periods of layoff will not be considered as work time for step advancement.

Those employees hired on a date other than July 1 who have completed the probationary period by the next July 1 and have worked the remainder of that first fiscal year (July 1 to June 30) without being laid off or being absent on an unpaid leave of absence under Article 13, will be placed on Step 2 on the next July 1. Thereafter, step advancement will be as described above.

- B. 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 employee's election. If no election is made by August 1 each year, a debit card will be utilized.
- C. In the event of unpaid time off, the amount of funds withheld will be reflective of the regular wages and all fringe benefits costs (unless continuation is required under the Family Medical and Leave Act or other statute). Such amounts will be payroll deducted as a condition of this Agreement.
- D. If employment is separated for any reason or if an employee is laid off during the work year and personal leave time or sick leave credited for that year has been used in excess of what would otherwise had been available if credited at the end of each month of the work year, the employee shall repay the District. Such withholdings are required as a condition of this Agreement from the employee's final pay check(s) and any remaining balance is due within seven (7) business days to the Business Office.

#### **Article 23 – Insurance**

- A. Employees hired after June 30, 2008, will not be eligible for benefits under this Article. The District reserves the right (at its option) to offer a health care plan to employees hired after this date who are regularly scheduled to work at least thirty (30) hours per week if by not doing so would result in a penalty under the Affordable Care Act or similar legislation. If the District elects the option to offer a health care plan, the lowest possible cost alternative (i.e. single subscriber coverage, etc.) required to avoid the penalty will be implemented by the District. If the option is exercised and an employee's hours change so as to no longer result in a penalty or the statutory number of hours changes (presently 30 hours per week) so as to not result in a penalty for not offering a health care plan, 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.

The following options will be available to all eligible employees:

Plan A

Health Simply Blue HSA 1,250/0% Lg; Simply Blue HSA PPO Lg 3-tier copay/coinsurance prescription drug coverage; or

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

Sponsored dependents and others shall not be considered eligible dependents for health insurance, employees may pay for such coverage through payroll deduction.

Long- Term Disability 66 2/3% of salary  
\$2,000 monthly max  
90 calendar days modified fill  
No COLA  
Drug alcohol—same as other illnesses  
Mental nervous—same as other illnesses  
5% minimum payout  
Pre-existing conditions waived  
Family social security offset  
No survivor income  
Freeze on offsets  
No educational supplement  
2 year own occupation

Negotiated Life \$30,000 AD&D  
Vision VSP3  
Dental 100/75/60/75: \$1,900  
(Class I, II and III annual maximums at \$1,000)  
(Class IV 75% lifetime maximum \$1,900)

The District's maximum monthly premium contribution toward hospitalization will be factored each month on the following annual rates:

Full Family	\$18,232.31
Employee and Spouse or Child	\$13,980.75
Single	\$ 6,685.17

If the monthly rate exceeds this rate and at the request of the Association, the parties will meet to discuss means by which the out-of-pocket costs can be reduced or eliminated.

Plan B

Negotiated Life	\$35,000 AD&D
Vision	VSP3
Dental	100/75/60/75: \$1,900 (Class I, II and III annual maximums at \$1,000) (Class IV 75% lifetime maximum \$1,900)

Dual enrollment of the employee or eligible dependent in hospitalization insurance within the district is prohibited. Employees or eligible dependents who are enrolled in another hospitalization plan within the District, will be eligible to enroll in Plan B, subject to the hours limitation set forth herein.

Employees enrolled in Plan B, will receive \$100 per/month in cash under a qualified Section 125 plan which will contain a voluntary salary reduction plan.

- B. Employees must be regularly scheduled to work at least thirty (30) hours per/week to be eligible to enroll for insurance.

Those employees working less than forty (40) hours per/week, (30 hours for those hired prior to July 1, 2000) will receive prorated payments toward Plan A or fully paid Plan B.

Any amounts in excess of the District's contributions will be payroll deducted as a condition of the Master Agreement.

- C. Insurance benefit contributions will be discontinued:

1. At the end of the month in which an employee is laid off.
2. On the date the employee separates employment or is discharged.
3. On the effective date of an unpaid leave unless the continuation of payments is temporarily required under the Family Medical and Leave Act or other statute.

#### **Article 24 -- Continuity of Operations**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes arising under the terms of this agreement may be settled by an impartial third party, the parties have removed the basic causes of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not directly or indirectly engage in or assist in any strike, as defined in Section 1 of the Public Employment Relations Act.
- B. The Board also agrees that it will not directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

#### **Article 25 -- Duration of Contract**

This Agreement shall become effective the later of July 1, 2019 or upon ratification by the parties and shall remain in effect until June 30<sup>th</sup>, 2020. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement may be extended in writing by mutual agreement of the parties.

OSCODA SECRETARIAL ASSOCIATION



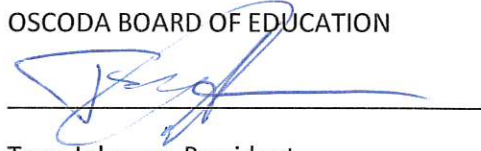
Penelope Eberline, Negotiator

Sarah Curley, Negotiator

Joy Vito, Negotiator

Dorothy Poland, Negotiator

OSCODA BOARD OF EDUCATION



Tony Johnson, President

Donald R. Ellis III, Vice-President

Tim Kellstrom, Treasurer

Mary Reitler, Secretary

Dan Schlink Trustee

William Gaines, Trustee

Rose Ford, Trustee

Appendix A

The following employees hired and or rehired prior to July 1, 2000 will be paid at the rate designated below provided each continues to be assigned to a secretarial position on a regularly assigned basis:

1. Eberline, Penny           \$18.87
2. Poland, Dorothy       \$18.82

**Letter of Agreement**

**between the**

**Oscoda Area Schools Board of Education**

**and the**

**Oscoda Secretaries Association**

Re: Act No. 369 of 2018 (Paid Medical Leave Act)

It is hereby agreed and acknowledged by the parties set forth above as follows:

1. The parties have reviewed the provisions of Article 12(A)(1) (Personal Leave of Absence) and Article 14 (Sick Leave) and have confirmed that for eligible employees as defined in the Act, that the total paid hours afforded to be off currently in the master agreement exceeds to the requirements of the Act and that the present system of front loading paid time off at the start of the year is compliant with Section 3(3) of the Act.
2. The parties recognize the Act only applies to the first 40 hours earned in a benefit year (July 1 to June 30). This letter of agreement and the Act in no way regulates or expands upon any conditions set forth in the master agreement after the first 40 hours requested by an eligible employee in a benefit year. This letter of agreement and master agreement also do not afford the ability of the employee to request unpaid time off for purposes covered by the Act in lieu of the employees available accumulated paid time (personal business or sick leave).
3. The parties further recognize the Act acknowledges a variety of forms of paid time off (existing sick leave and personal business) as being among the time that can be used to comply with the Act's provisions.


The parties have also reviewed the various provisions affording for paid time off in light of the new requirements in Section 4 of the Act and have found certain deficiencies to exist in relationship to what the Act requires the district to authorize employees to use the existing paid time off for during the first 40 hours requested by an eligible employee in a benefit year.

As such and by way of example, for the first 40 hours of paid time requested in a benefit year, eligible employees are advised that where paid time off is required to be authorized under Section 5 of the Act for a covered family members physical or mental illness and that family members is not listed in Article 14(C)(2), that the employee may be required to use available personal business time before being afforded the right to use any accumulated sick time under Article 14.

4. The parties agree and acknowledge that where the paid time off required to be granted to eligible employees under the Act for the first 40 hours in a benefit year has been exhausted, that

it will not require the district to afford unpaid time off or further time off with pay unless specifically authorized in Article 12(A)(1) and Article 14.

5. Given there is a rebuttable presumption of compliance under Section 3(5) of the Act, the parties agree that any dispute involving the application of the Act is not subject to review through the grievance procedure and may be appealed to the procedures established by the Michigan Department of Licensing and Regulatory Affairs. This section will not preclude local discussions relating to compliance outside of the grievance procedure.
6. This letter of agreement and the benefits afforded by the Act will terminate if the Act is repealed. If the Act is amended, the district's operating procedures will be adjusted accordingly.
7. Any alleged violation of this addendum are not subject to the grievance procedure but may be addressed at the employees option to the Superintendent's Office in writing explaining in full detail the dates and nature of the alleged violation. The complaint must be filed within six (6) months of the alleged infraction. The complaint will be reviewed by the Superintendent or his/her designee.

  
\_\_\_\_\_  
For the Board                      Date                      6-28-19

  
\_\_\_\_\_  
For the Association                      Date                      6/27/19



**Letter of Agreement**

**between the**

**Oscoda Area Schools Board of Education**

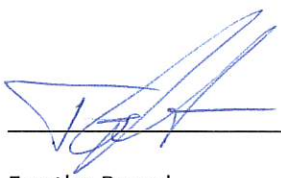
**and the**

**Oscoda Secretaries Association**

Re: 2019-2020 Hourly Rates in Article 22


It is hereby agreed and acknowledged by the parties as follows:

1. The parties have agreed that the hourly rates in Article 22 and Appendix A will be minimally increased by the 1% on all steps.
2. In addition to the foregoing, the parties have also agreed that the hourly pay schedule referenced in Section 1 above and the rates in Appendix A will be increased by another 1% provided the following conditions are met.
  - a. The audited "three year average" blended student enrollment for 2019-2020 is at least 1,141; and
  - b. The per pupil Foundation Grant in the 2019-2020 State Aid Act is at least \$8,141.
3. Given the audited student enrollment typically is received around the month of November, if there is an adjustment to the salary schedule required by Section 3 above, it will be made retroactive to the start of the work year subject to any restrictions that may be imposed by the Public Employment Relations Act on retroactivity.

 \_\_\_\_\_  
6-28-19

For the Board

Date

 \_\_\_\_\_  
6/27/19

For the Association

Date