

Master Agreement

between

**Oscoda Area Schools
Board of Education**

and

Oscoda Secretarial Association

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2004 - 2007

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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.

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.

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 typewriters, 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) Bulletin boards, school mail, daily bulletins and other established media of communication 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 concerning the financial resources of the district, including but not limited to: annual financial reports, audits, budgetary requirements and allocations, census and membership data, names and addresses of all members of the unit and other such information. The Board further agrees the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Association, together with information, which may be necessary for the Association to process any grievance or complaint. The sick leave bank information shall be available upon request to representatives of the Association.
 - 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 at no loss of pay, not to exceed a total of twenty-five (25) days per year. These days shall not be used for arbitration hearings. Release time is predicated on the availability of substitutes. No more than four (4) Association members may be released at the same time.

Article 4 -- Employee Rights

- A. 1) Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee shall have the right to freely organize, join, and support the Association 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, 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.
- 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, provided that a bargaining unit member may reasonably refuse to carry out an order which threatens the physical safety or well-being or if it is professionally demeaning.

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, reprimanded, dismissed, reduced in rank or compensation, or be deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation of the employee's performance asserted by the Board, or its representatives thereof, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the employee and the Association. An employee may request, in writing, that no written notice be sent to 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.

9) The signature of an employee upon any material placed in his/her personnel file merely indicates awareness of the material placed in that file.

10) The placement of any adverse material in any personnel file, or its contents, are subject to the

grievance procedure according to the rules of this Agreement.

- B.
- 1) Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well being. Employees shall not be required to remain at work when the temperature of the work place is less than 55 degrees F. or greater than 95 degrees F. No employee shall be required to enter a building alone or to be left alone in a building. 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, assist and relieve the employee of responsibilities in respect to administering first aid and maintenance of control and discipline of students.
 - 3) An employee shall be responsible to a supervisor designated by the District at the beginning of each school year with written notification provided to each employee. 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.
 - 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. The general standards shall be maintained at the level in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of the employees, as required by the express provisions of this Agreement. This does not imply that cutbacks in various areas, in case of lack of funds, cannot be introduced by the Board.
- D. **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 member of the unit is not within the appropriate concern or attention of the Board.
- E. 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 -- Agency Shop and Payroll Deductions

- A. All employees, as a condition of continued employment, shall pay either membership dues or a representation service fee.

The amount of dues and the representation fee shall be determined by the Association in accordance with its procedures.

The Association shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from payment to the Association of any membership dues or representation fees deducted under this Article, and in the event any actions or claims are commenced against the Board to recover from it any such sums, the Association shall intervene and defend against such action.

- B. The payroll deduction of membership dues and representation fees is required as a condition of this Agreement. As such, the Board agrees to payroll deduct those amounts established by the Association pursuant to the authority set forth in MCLA 408.477.

The deduction of membership dues shall be made in equal amounts from the second paycheck each month beginning in September and ending in June each year, unless an alternative schedule is agreed upon by the Union and the Business Office. An updated list of employees from who the

deductions have been made shall be submitted to the Association.

The deduction of representation fees may not be able to commence until after the school year has started due to the Association's internal procedures for determining the amount of the fee. Once established, the entire annual fee will be payroll deducted in equal amounts over the remainder of the timetable under which membership dues are deducted.

- C. Upon the submission of written authorization by the employee to the Business Office, the Board shall also make payroll deductions to the Iosco School Employees Credit Union, to annuities and tax-deferred plans and other deductions available through the Business Office.

The number of annuity and tax-deferred plan companies will be limited to fourteen (14). If at any time there are less than fourteen (14) companies, a new company may be added provided a minimum of ten (10) signed authorizations for payroll deductions are submitted.

- D. The Board agrees to promptly remit the payroll deducted membership dues and representation fees by direct deposit to the Association's account at the Iosco School Employees Credit Union.

The Board further agrees to promptly remit employee authorized payroll deductions for

deposits into the Iosco School Employees Credit Union.

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.

The qualifications for purposes of this Agreement shall be:

- High School diploma or G.E.D.
- General office skills including efficiency with computers
- Ability to work with the public, students, and staff
- Ability to compose routine correspondence
- Use of professional ethics and ability to maintain confidentiality

An employee whose most recent formal evaluation reflects a successful level of competency on the above items, will be deemed qualified. It is understood that the District may require a higher level of qualifications for those hired after June 30, 1999.

- B. Job descriptions shall include at a minimum: 1) Job title and description; 2) Minimum requirements of the job; 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. 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.
- 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 years.

- C. The District shall provide the Association a revised seniority list during October and April of each year.
- D. The seniority list shall be open for correction for 15 working days following its distribution.

Article 10 -- Vacancies/Postings

- A. 1) 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.
- 2) In the event that a part-time position becomes open, employees on layoff shall be given first opportunity to fill such a position. Accepting such a position shall not jeopardize the employee's recall rights to a full-time position.
- 3) With the exception of positions referred to in A(2) above, vacancies will be posted prior to returning employees from layoff.
- B. 1) Within three (3) working days of when a vacancy occurs, a notice shall be posted within

the bargaining unit. 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.

2) If a discontinued position is reinstated within one (1) year following its discontinuance, the employee previously holding such position may apply and shall be given first preference in filling this posted position.

- C. In filling a vacancy, the most seniored applicant from within the bargaining unit, will be granted the vacancy, provided the employee is qualified (see Article 7-A). A bargaining unit member offered a position will serve a thirty (30) work-day trial period.

Within seven (7) working days of filling the vacancy, all applicants shall be notified in writing.

- D. If there are no qualified applicants from within the bargaining unit the position may then be filled from outside the bargaining unit.
- E. The District shall give the transferred employee reasonable assistance to enable her/him to perform up to the district's standards on the new job.
- F. The employee shall have the right, during the trial

period, to return to his/her former assignment if she/he so desires. In addition, the district shall have the right to return the employee to his/her former assignment, if in the opinion of the employer, the employee's performance is unsatisfactory. In such cases, written notice of the unsatisfactory performance will be given to the employee with a copy to the Association.

- G. The Association shall be notified of any temporary positions prior to its being posted. No temporary position may be established that will exceed sixty (60) working days unless the Association and Board agree.
- H. 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 personnel department.
- I. Since frequent transfers of the employees are disruptive of effective administration and interfere with optimum performance, the parties agree that unrequested transfers of employees are to be minimized and avoided wherever possible.

Article 11 -- Layoff/Recall

- A. 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 first for a period of one (1) school year and may exercise their right to bump upon return.

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.

In order to avoid disruption, where an employee's position is eliminated during the course of the student instructional year, the employee will displace the least senior employee. The displacing employee will not lose work weeks for the student instructional year in which the reduction is implemented. At the conclusion of the student instructional year, all positions will be re-bid based upon seniority and qualifications.

- B. Laid-off employees shall be recalled in accordance to their seniority. To protect their seniority, 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. In the event that a laid-off employee is employed

in another bargaining unit within the District, or by another school district, she/he shall be allowed to complete his/her obligation to that district before returning to the recalled position and shall suffer no penalty.

- D. The Administration shall mail employees vacancy postings to laid-off employees at the same time such postings are sent to other employees.
- E. 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.
- F. Laid off employees shall be maintained on a recall list for three years.

In order to be placed in a position under the procedures set forth in this Article, the employee must be qualified as set forth in the job description (see Article 7-A).

Article 12 -- Paid Leave of Absence

- A. Employees shall be entitled to the following temporary paid leave of absences each school year:
 - 1) Personal Business - Two (2) 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 may be allowed upon approval of the Superintendent.
- c) Unused days shall accumulate as sick leave.

2) Bereavement Days - The employee shall be allowed three (3) 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, or member of the employee's immediate household. Additional days may be allowed at the discretion of the Superintendent. Pay will be at her/his normal pay rate. Days shall not 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.

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 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 reasons the Board finds appropriate. Leaves shall be for a period of up to two (2) years, with an extension of one (1) year if approved by the Board of Education.
- 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, upon return, shall be placed on the next step of the salary schedule.
- C. The Association and Board agree that a position vacated as the result of an approved leave of absence shall be filled by posting the position.
- D. Upon return from an approved leave of absence, the employee shall be assigned to a vacancy for which he/she is qualified, based upon a thirty (30) working day trial period. If no vacancy exists, he/she will bump the most recently hired employee.
- E. The guidelines as stated above will cover the following leaves:
 - 1) Continuing Education - Upon verification of enrollment, an employee may be granted a leave for reason of furthering their education.

2) Prolonged Family Illness - An employee may request a leave for prolonged illness in the immediate family: spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, and/or anyone living and making his/her home in the employee's household, shall be included in the employee's "immediate family".

3) 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.

4) Extended Illness - When the employee has exhausted all available sick leave time, they shall be granted a leave for the duration of such illness or disability.

Article 14 -- Sick Leave Bank

- A. All members of the Association shall assign one (1) sick day per year to the Association sick leave bank until it reaches the maximum seven (7) times the number of employees. When the bank falls below five (5) times the number of members, the Association will resume assessing one (1) day

per member per year until the maximum has again been reached. Additions to the bank may be made at the beginning of each semester if needed.

- B. A member of the Association, when his/her own personal leave accumulation is exhausted, may draw from the Association sick leave bank a number of days not to exceed his/her total sick leave accumulation before the injury or illness occurred, or number of days approved by the committee.
- C. Employees withdrawing sick leave days from the Association sick leave bank will replace said days at a rate of two (2) days per year. If borrowed days are not used upon receipt of next yearly accrued days, the borrowed days must be returned to the sick leave bank. Upon termination of employment (resigned, retired) employees agree to reimburse all days borrowed.
- D. Requests for withdrawal from the Association sick leave bank shall be submitted to and approved by a Committee consisting of the Superintendent and./or his/her designee, one (1) member of the Executive Board of the Association and one (1) appointed Association member.
- E. When an employee has exhausted all available sick leave time, they shall upon application, be granted a leave of absence without pay for the duration of such illness or disability.

Article 15 -- 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. 1) In the event of retirement, an employee shall be paid one-half his/her accumulated sick leave up to sixty (60) days. These days shall be paid at the rate of daily pay equaling the average daily pay of three (3) best salary years that the employee had prior to retirement. Payment for accumulated sick leave will be made only to those employees who become eligible for full retirement under the state retirement law.
- 2) In case of death, one-half (1/2) up to sixty (60) of the accumulated sick leave shall be paid to the beneficiary previously named by the employee. These days shall be paid at the rate of daily pay equaling the average daily pay of the three (3) best salary years that the employee had prior to death.
- 3) The maximum payment under this section shall be \$6,800. Only employees hired into the bargaining unit before October 22, 1997, will qualify for payment under this section.

C. 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.

D. Sick leave 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) When a member of the employee's immediate family is afflicted and requires care and attendance by the employee until such time as should be required to provide other care.

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 may be charged as absence without leave and may be deducted from the normal pay of the employee.

Article 16 -- Worker's Compensation

Injuries incurred on the job are covered under workers 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 17 -- Vacation Benefits

- A. All employees working twelve (12) months per year, forty (40) hours a week, will receive a vacation in accordance with the following schedule:
- | | |
|------------------|---------|
| 1 - 6 years | 2 weeks |
| 7 - 12 years | 3 weeks |
| 13 years or more | 4 weeks |
- B. Vacations may be split into one or more weeks, or one day at a time, and at a time chosen by the employee, providing that such scheduling does not interfere with the operation of the department concerned. Vacations shall be mutually agreeable between the immediate supervisor and the individual bargaining unit employee.
- C. Employees shall be paid their current wage rate while on vacation and will receive credit for any benefits provided for in this Agreement during such time.
- D. Vacations shall not accumulate year to year. If all vacation time cannot be used, the employee shall receive compensation for unused vacation days.

Article 18 -- 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

the last scheduled workday before and the first scheduled workday after the holiday. The first thirty (30) days of sick leave will be considered as days worked for purposes of holiday pay.

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.

Article 19 -- 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 shall receive two (2) in-service days per year for professional improvement, provided in-service days are scheduled for the teaching staff of the District. In the event only one in-service day is scheduled during the school year, employees will be provided a second in-service day to be used either before school starts or after school ends.
- E. Employees shall provide the Superintendent a

tentative in-service proposal thirty (30) days prior to the scheduled in-service day. If a change is made due to cancellation of speaker, or other circumstances beyond the Association's control, the Superintendent will again be notified and the Association shall not suffer the loss of its in-service day.

Article 20 -- Hours of Work

- A. The Board recognizes the standard forty (40) hour workweek. 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.
- C. All employees shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes.
- D. Employees will be provided a fifteen (15) minute relief period twice (2x) per day. 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, or eight (8) hours in one (1) twenty-four (24) hour period. Employees will receive double time (2x) for all hours worked on weekends and holidays. In the case of holidays, double-time pay shall be in addition to the holiday pay. Compensatory time may be given instead of overtime pay if mutually agreed to by the District and the employee prior to performance of such work. Compensatory time shall be paid at time and one-half (or double time, whichever is applicable).

- F. An employee working fewer than fifty-two (52) weeks per year, and 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.
- G. If the Board finds it necessary to change the employees' work year, work week or work hours, their immediate supervisor will discuss such changes with the employee at least three (3) weeks before changes are made.
- H. The employee's work year may be adjusted with the approval of his/her principal or immediate supervisor.

Transportation Secretary	45 weeks
Community Education Secretary	46 weeks
High School Secretary	45 weeks
Middle School Secretary	45 weeks

Elementary Secretary	44 weeks
High School Guidance Secretary	44 weeks
Community Education Secretary (evening)	42 weeks
Special Education Secretary	42 weeks
Food Service Secretary	42 weeks

Article 21 -- Unscheduled School Closing

- A. In cases of emergency, employees shall be notified by their immediate supervisor or their representative when school is closed. Employees shall not normally be required to report on these days and shall suffer no loss of pay.
- B. If the state requires that all school districts must make up, day-for-day, all snow days or Act of God days, those days would be added to the calendar at no cost to the District.
- C. 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.
- D. When students are sent home early because of inclement weather or utility failure, the employees' normal workday will end one-half hour after dismissal. The employee will receive his/her regular rate of pay for the day. This severe weather and utility failure provision applies even if students are not present in the building.

Article 22 -- Grievance Procedure

A. Definitions

A Grievance: A claim based upon an inequitable application of established policy or 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.

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 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 representative designated by him.

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 his designee shall indicate his disposition of the grievance, in writing, within ten (10) days and shall furnish a copy thereof to the Association.

Level 3: If the grievant 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 shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance(s) in executive session (to the extent permitted by law), or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board, shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

Level 4: If the Association is not satisfied with the disposition of the grievance by the Board, 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 grievant within twenty-one (21) days or the grievance shall be waived. 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 agreement of all parties.
- 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 proper.
- 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, including arbitration concerning the Oscoda School District.
- 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, unless accompanied by his/her parents.
- 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 23 -- Negotiations Procedures

- A. Representatives of the Board and the Association's Bargaining Committees will 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, and make concessions in the course of negotiations.

- C. There shall be three signed copies of any final Agreement. One copy shall be retained by the Board, one by the Association and one by the Superintendent.

- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Committee (MERC) or take any other lawful measure it may deem appropriate.
- 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.
- F. Copies of this Agreement shall be printed at the expense of the Board and presented to all Association members now employed or hereafter employed by the Board.

Article 24 -- Compensation

(Schedule A hired prior to 06/30/97)

	(0%) <u>2004-05</u>	(1.00%) <u>2005-06</u>	(1.00%) <u>2006-07</u>
Step # 6	\$15.80	\$15.96	\$16.12
Step #13	\$16.37	\$16.53	\$16.70
Step #17	\$16.42	\$16.58	\$16.75

(Schedule B hired after 06/30/97)

	(0%) <u>2004-05</u>	(1.00%) <u>2005-06</u>	(1.00%) <u>2006-07</u>
Probationary	\$10.79	\$10.90	\$11.01
Step #1	\$11.32	\$11.43	\$11.54
Step #2	\$11.32	\$11.43	\$11.54
Step #3	\$13.01	\$13.14	\$13.27
Step #4	\$13.43	\$13.56	\$13.70

Employees hired into the bargaining unit after June 30th, 1997 will not be eligible to advancement beyond Step 4.

- 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.
- B. Employees may select their salary to be paid over 21 or 26 pays.
- C. Any employee who regularly reports to work on or after 12:00 p.m. shall receive an afternoon shift premium. Afternoon Shift Premium \$0.27/hour.
- D. Team Leader – In the event the District determines that a need for a Team Leader exists, the shift premium shall be \$0.27/hour. The District shall have the right of assignment of a

Team Leader.

Article 25 -- Early Retirement Incentive

A. This Article will only apply to employees hired into the bargaining unit prior to October 22, 1997. Eligibility for the plan

1) The employee must have at least twenty (20) years of service with the Oscoda Area Schools prior to the request for early retirement. Universal service credit purchased under the Michigan Public School Employees Retirement System while employed by the Oscoda Area Schools will count toward the twenty (20) year service requirement.

2) The employee must submit written notification of their intent to retire to the Superintendent's office at least 30 working days prior to date they wish to retire.

3) With the notice of intent to retire, the employee will include the date(s) on which they wish to receive the incentive payment and whether it should be in one payment or spread throughout the year in 6 payments.

B. **Rights**

1) Once an employee is receiving benefits through the early retirement incentive plan, no subsequent disability will affect said benefits.

2) Once an employee retires under the early retirement incentive plan, no subsequent negotiations may withdraw or reduce the benefits.

C. General Provisions

Any employee who elects early retirement shall receive the following sums as benefits:

20 years in the district	\$2,000
21 years in the district	\$1,750
22 years in the district	\$1,500
23 years in the district	\$1,250
24 years in the district	\$1,000
25 years in the district	\$ 750

Article 26 -- Insurance

A. The following MESSA Pak options will be available to all eligible employees:

Plan A

Health	Choices II includes \$5,000 Basic Term Life and a \$5/\$10 RX
Negotiated Life	\$30,000 AD&D
Vision	VSP3
Dental	100x75/60/75: \$1,900 (Class I & II maximums at \$1,000)
Plan year	July 1 st through June 30 th

Plan B

Negotiated Life	\$35,000 AD&D
Vision	VSP3
Dental	100x75/60/75: \$1,900
(Class I & II maximums at \$1,000)	
Plan year July 1 st through June 30 th	

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 cafeteria plan which will contain a voluntary salary reduction plan.

- B. Employees must be regularly scheduled to work at least twenty (20) 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, 1997) 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.

Article 27 -- 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 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, during the period of this Agreement, 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, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

Article 28 -- Duration of Contract

This Agreement shall become effective upon ratification by the parties and shall remain in effect until June 30th, 2007. 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

Mary K. Mertz, President
Penelope A. Eberline, Negotiator
Dorothy R. Poland, Negotiator
Susan L. Barnhart, Negotiator

OSCODA BOARD OF EDUCATION

George H. Falkenhagen, President
Mark S. Poland, Vice-President
Anne Holley, Secretary
Sherry L. Clouse, Trustee
Elizabeth A. Hayman, Trustee
Neal E. Sweet, Trustee

Appendix A

Oscoda Secretarial Association

GRIEVANCE REPORT FORM

Grievance Number: _____

Distribution of Form:

1. Superintendent

3. Association

2. Principal

4. Grievant

Building: _____

Assignment: _____

Name of Grievant: _____

Date Filed: _____

STEP I

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance: _____

Relief Sought: _____

Signature: _____

Date: _____

C. Disposition of Principal: _____

Signature: _____

Date: _____

D. Position of Grievant and/or Association:

STEP II

A. Date Received by Superintendent or Designee:

B. Disposition of Superintendent or Designee:

Signature: _____

Date: _____

C. Position of Grievant and/or Association:

Signature: _____

Date: _____

STEP III

A. Date Received by Board of Education or Designee:

B. Disposition of Board:

Signature: _____

Date: _____

C. Position of Grievant and/or Association:

Signature: _____

Date: _____

STEP IV

A. Date Submitted to Arbitration:

B. Disposition and Award of Arbitrator:

Signature of Arbitrator: _____

Date of Arbitrator's Decision: _____

Note: All provisions of Article 22 of the agreement dated 1996-2001 will be strictly observed in the settlement of grievances.

