

AGREEMENT BETWEEN THE OSCODA BOARD OF EDUCATION
and
THE OSCODA AREA SCHOOLS
SECRETARIAL ASSOCIATION

This agreement, effective the first day of July, 1993,
by and between the Board of Education of the Township of
Oscoda, in Michigan, hereinafter called the "Board" and
the Oscoda Area Schools Secretarial Association,
hereinafter called the "Association" and its members
hereinafter called Bargaining Unit Members/Employees.

PREAMBLE

It is the general purpose of this Agreement to promote
the mutual interests of the School District, its students
and its employees, and to provide for the operation of
the School 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 for 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:

Oscoda Area Schools

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 current or new 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 school 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 bargaining unit members for association business.
- B. 1) Freedom of Information - 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 the names of newly hired employees to the association within five (5) working days of the date of hire.
- 3) Release Time - Bargaining unit members 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

RIGHTS OF THE BARGAINING UNIT MEMBERS

- A. 1) Pursuant to Act 379 of the Public Acts of 1965, the board hereby agrees that every bargaining unit member 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 said 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) Bargaining unit members 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) A bargaining unit member 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 bargaining unit member until such representative of the association is present.
- 4) No bargaining unit member 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 bargaining unit member'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 bargaining unit member and the association. An employee may request, in writing, that no written notice be sent to the association. This section shall not apply to the release of a probationary employee.

5) Any case of assault upon a member of the unit 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 a member of the unit 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 a bargaining unit member in connection with any incident mentioned in the article shall not be charged against the bargaining unit member.

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 the Master Agreement.

- B. 1) Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Bargaining unit members shall not be required to remain at work when the temperature of the work place is less than 55° F. or greater than 95° F. No bargaining unit member shall be required to enter a building alone or to be left alone in a building. Employer shall provide adequate rest areas, lounges and restrooms for bargaining unit members' use.
- 2) The employer or its designated representative shall take reasonable steps to support, assist and relieve the bargaining unit member of responsibilities in respect to administering first aid and maintenance of control and discipline of students.
- 3) A bargaining unit member shall be responsible to a supervisor designated by the employer at the beginning of each school year with written notification provided to each bargaining unit member. In the absence of a supervisor, or designee, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building/department.
- 4) Except in an emergency, bargaining unit members 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 bargaining unit members, 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, members of the bargaining unit 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 the operations and activities of the school 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

PROFESSIONAL DUES/SERVICE FEES/PAYROLL DEDUCTIONS

- A. All bargaining unit members shall, as a condition of employment, within ninety (90) days from the date of commencement of duties, join the association or pay a service fee equivalent to the amount of dues uniformly required of association members, including local, state and national dues. These dues shall be paid by payroll deduction.
- B. The board, upon receiving a signed statement from the association indicating that the employee has failed to comply with this condition, shall immediately discharge said employee.
- C. The deduction of membership dues/service fees shall be made from the second paycheck each month for ten (10) months beginning in September and ending in June each year. The board agrees to promptly remit to the association all monies so deducted, accompanied by a list of secretarial personnel from whom the deductions have been made.
- D. The board shall also make payroll deductions, upon written authorization from the employee for annuities, the Iosco School Employees Credit Union, United Way and other insurance programs. Such deductions shall be promptly remitted to each agency. Payroll deductions for annuity companies shall be limited to fourteen (14) companies which include the twelve (12) companies currently participating. If a new annuity company is requested to be added, a minimum of ten (10) requests must be acquired.
- E. The association shall indemnify the board and hold it harmless against any loss of claims for damages resulting from the payment to the association of any sums deducted under this article, and in the event any actions or claims are commenced against the board to recover from it any sums deducted under this article, the association shall intervene and defend against such action or claim.

ARTICLE 7

JOB DESCRIPTIONS

- A. The Association and the Employer hereby agree that job descriptions shall be developed. A committee comprised of two (2) members of the association and two (2) representatives of the Employer shall meet to develop job descriptions. Any future changes in the job descriptions whether said changes are proposed by the Association or the Employer must be met by the approval of the committee. No creation of new job descriptions shall occur without the consent of the association through the members of this committee.
- 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 descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the district.
- C. Copies of descriptions shall be maintained in a file at the Board of Education Office and shall be available for review by any bargaining unit member upon request, with copies provided.

ARTICLE 8

JOB EVALUATIONS

- A. Bargaining unit members 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 bargaining unit members work performance shall be based solely upon said job descriptions.
- C. A written copy of the evaluation shall be given to the bargaining unit member. If the bargaining unit member 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 a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms. An identification of the specific ways in which the bargaining unit member is to improve, and the assistance to be given by the Employer towards that improvement shall be included. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- D. Each evaluation shall include a conference with the evaluator within thirty (30) days. The bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she agrees with the content of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.
- E. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the association.

ARTICLE 9

SENIORITY/SENIORITY LISTS

- A. All bargaining unit members shall be on probation for the first ninety (90) calendar days of work.
- B. Actual years of regular, continuous service from date of hire within the bargaining unit, shall constitute the basis for seniority. A bargaining unit member shall lose seniority if she/he:
 - 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. length of lay off equals the number of years they were employed by the district.
- C. The school district shall provide the association a revised seniority list during October and April of each year.
 - 1. The seniority list shall be open for correction for 15 working days following its distribution.

ARTICLE 10

VACANCIES/POSTINGS

- A. A vacancy is a newly created position, or a position from which a bargaining unit member has retired, resigned, died, transferred out of, been laid off from, or taken a leave of absence which does not guarantee a return to position.
- B. 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.
- C. Each applicant from the bargaining unit shall be granted an interview. Vacancies shall be filled based on the following:
1. Seniority
 2. The ability to perform the job based upon a thirty (30) day trial period.

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

- D. If there are no applicants from within the bargaining unit the position may then be filled from outside the bargaining unit.
- E. The employer shall give the transferred bargaining unit member reasonable assistance to enable her/him to perform up to the employer's standards on the new job.
- F. The bargaining unit member shall have the right, during the trial period, to return to her/his former assignment if she/he so desires. In addition, the employer shall have the right to return the bargaining unit member to her/his former assignment, if in the opinion of the employer, the bargaining unit member'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 of this bargaining unit 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 bargaining unit members are disruptive of effective administration and interfere with optimum performance, the parties agree that unrequested transfers of bargaining unit members are to be minimized and avoided wherever possible.

ARTICLE 11

DISCONTINUED POSITIONS

- A. The following procedure shall be used only in the case of discontinued positions and shall take precedent over any other provision of the Master Agreement.
- B. Displaced persons shall be notified fourteen (14) calendar days prior to the discontinuance of their position.
- C. A bargaining unit member whose position is eliminated shall:
1. have the right to accept a lay-off for one school year and may exercise their right to bump upon return;
 2. have the right to bump a less senior bargaining unit member and shall serve a thirty (30) work day trial period in that position as provided for in Article 10, paragraph E.
- If in the opinion of the employer, during the 30 day trial period, the bargaining unit member's performance is unsatisfactory, OR if the bargaining unit member so chooses, the bargaining unit member may be removed from the position. Following such removal, the bargaining unit member may bump a less senior member and repeat the trial procedure.
- D. 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.

ARTICLE 12

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. Bargaining unit member's 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 bargaining unit members shall be laid off in accordance with their seniority,, that is, the bargaining unit member with the least seniority shall be laid off first. Bargaining unit members to be laid off shall be given fourteen (14) calendar days advance notice. In cases of Act of God or labor disputes, days will be extended.
- B. Laid-off bargaining unit members shall be rehired in accordance to their seniority. To protect their seniority, a bargaining unit member must report to work within ten (10) regularly scheduled work days from the date of receipt of employee by the notice of recall.
- C. In the event that a laid off bargaining unit member is employed in another bargaining unit within the district, or by another school district, she/he shall be allowed to complete her/his obligation to that district before returning to the recalled position and shall suffer no penalty.
- D. 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.
- E. The administration shall mail bargaining unit vacancy postings to laid-off bargaining unit members at the same time such postings are sent to other bargaining unit members.
- F. Laid off bargaining unit member's shall be maintained on a permanent recall list.

- G. Laid off bargaining unit members shall be called for subbing and shall be paid at the current contract rate of the step they were on when laid off.

ARTICLE 13

PAID LEAVE OF ABSENCES

- A. Bargaining unit member's 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 bargaining unit member shall be allowed three (3) consecutive days for bereavement in the event of the death of a bargaining unit member'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.
 - a) 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 - A bargaining unit member 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 a bargaining unit member is subpoenaed by the district or on behalf of the Board of Education, this time shall not be deducted from their sick leave.

ARTICLE 14

UNPAID LEAVE 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 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 bargaining unit member. The bargaining unit member shall not gain more seniority during the time of leave, but shall retain current seniority. The bargaining unit member, 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 bargaining unit member 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 bargaining unit member.
- E. The guidelines as stated above will cover the following leaves:
- 1) Continuing Education - Upon verification of enrollment, a bargaining unit member may be granted a leave for reason of furthering their education.
 - 2) Prolonged Family Illness - A bargaining unit member may request a leave for prolonged illness in the immediately family: spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, and/or anyone living and making his/her home in the bargaining unit member's household, shall be included in the bargaining unit member's "immediately family".
 - 3) Child Care - A leave of absence shall be granted to any (male or female) bargaining unit member for the purpose of raising a child. A pregnant bargaining unit member may commence said child care leave prior to, or subsequent to the birth of her child at her option. The bargaining unit member may terminate the leave anytime after the birth of

the child or in the event of death of said child, provided that she is physically able to perform her work responsibilities.

A bargaining unit member adopting a child may receive the same leave benefits.

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

ARTICLE 15

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 bargaining unit member's. 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. Bargaining unit member's 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) bargaining unit member's 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 director of personnel, one (1) member of the executive board of the association and one (1) appointed association member.
- E. When a bargaining unit member 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 14 paragraph E-4)

ARTICLE 16

SICK LEAVE

- A. Bargaining unit member's 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 employer shall furnish each bargaining unit member with a written statement at the beginning of each work year indicating the total accumulated sick leave credit for said bargaining unit member
- B. In the event of retirement, a bargaining unit member shall be paid one-half his/her accumulated sick leave up to sixty (60). 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 bargaining unit member had prior to retirement. Payment for accumulated sick leave will be made only to those bargaining unit member's who become eligible for full retirement under the state retirement law.
- C. 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 bargaining unit member. 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 bargaining unit member had prior to death.
- D. The only sick leave that will be considered is that of the Oscoda Area Schools. Should the bargaining unit member leave the system for other employment or other than leave-of-absence, sick leave shall be terminated and the bargaining unit member must start over should he/she return to the school district.
- E. 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 bargaining unit member's immediate family is afflicted and requires care and attendance by the bargaining unit member until such time as should be required

- to provide other care.
3. When the bargaining unit member 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 bargaining unit member 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 nor 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 bargaining unit member's continued incapacity to return to duty.
 5. A bargaining unit member 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 certificate stating the bargaining unit member's inability to work was due to illness.
 6. If the bargaining unit member was not attended by a physician, the bargaining unit member'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 17

WORKERS 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 bargaining unit member shall report the amount of his/her compensation check to the Board of Education. The bargaining unit member will then receive the difference between his/her regular pay and the compensation check for a period not to exceed one (1) year. There will be no reduction of sick leave during this period. No contractual benefits shall accrue except seniority.

ARTICLE 18

VACATION BENEFITS

- A. All bargaining unit members working twelve (12) months per year, forty (40) hours per week, will receive a vacation in accordance with the following schedule:

1-6 years	2 weeks
7-12 years	3 weeks
13 year 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 member.
- C. Bargaining unit members 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 from year to year. If all vacation time cannot be used, the bargaining unit member shall receive compensation for unused vacation days.

ARTICLE 20

PROFESSIONAL IMPROVEMENT

- A. The Board of Education 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 school district or school improvement.
- C. The board agrees to provide, upon application, when approved by the administration, the necessary funds for bargaining unit members who desire to attend conferences, meetings, or workshops. Travel, meals, lodging and registration fees shall be deemed appropriate expenses by the board. A bargaining unit member attending such conferences and meeting shall be granted sufficient leave time to attend without loss of compensation. Bargaining unit members will, upon request, submit a written report regarding such conferences.
- D. Bargaining unit members 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, bargaining unit members will be provided a second in-service day to be used either before school starts or after school ends.
- E. Bargaining unit members 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 associations control, the superintendent will again be notified and the association shall not suffer the loss of its in-service day.

HOURS OF WORK

- A. The board recognizes the standard forty (40) hour work week. Bargaining unit members' hours will be scheduled by their individual principal or immediate supervisor. The normal work week shall be Monday through Friday.
- B. The superintendent and/or designee will inform bargaining unit members, in writing, as to the date they are to report back to work each school year.
- C. All bargaining unit members shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes.
- D. Bargaining unit members will be provided a fifteen (15) minute relief period twice (2X) per day. Bargaining unit members working overtime will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked.
- E. Bargaining unit members recognize the principal that no overtime is to be worked without the express permission of the supervisor. Bargaining unit members 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. Bargaining unit members 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 employer and bargaining unit member 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 employer 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 bargaining unit member's work year, work week or work hours, their immediate supervisor will discuss such changes with the bargaining unit member at least three (3) weeks before changes are made.
- H. The bargaining unit member'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
Junior High 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 22

SUB-CONTRACTING

- A. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be increased, or transferred to persons not covered by this Agreement without the prior written agreement of the Association.

The Board agrees that supervisors or non-unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit, except in emergencies when bargaining unit members are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged by a bargaining unit member. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.

- B. The Board will not sub-contract work unless (a) the skills needed to perform the work as reasonably specified are unavailable within the bargaining unit and cannot be obtained in a reasonable time or (b) bargaining unit members who possesses the skills or qualifications to perform needed work refuse to accept such additional responsibilities.

ARTICLE 23

UNSCHEDULED SCHOOL CLOSING

- A. In cases of emergency, bargaining unit members shall be notified by their immediate supervisor or their representative when school is closed. Bargaining unit members 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 Bargaining Unit members 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 Bargaining Unit member's normal work day will end one-half hour after dismissal. The Bargaining Unit member 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 24

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.

A Bargaining Unit Member: 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 By-Laws.

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 within the Bargaining Unit shall be presented and adjusted in the following procedure:

B. INFORMAL PROCEDURES

Level 1-A: The employee with a complaint shall first discuss the matter with her/his Administrative Representative, either personally or accompanied by her/his 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 five (5) days of the original complaint.

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 I. If a grievance is not found to exist, the grievant may proceed to Formal Level I, only upon her/his own initiative, without Association support.

C. FORMAL PROCEDURES

The number of days indicated in each Level as set forth below 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 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), to review such grievance(s) in executive session, 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 accord 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 a 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 25

NEGOTIATIONS PROCEDURES

- A. Representatives of the Board and the Association's Bargaining Committee 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 Commission (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 of Education and presented to all Association members now employed or hereafter employed by the Board.

ARTICLE 26

COMPENSATION

	1993-94	94-95	95-96
	\$	\$	\$
Probationary	8.95	8.95	8.95
Step 1	9.42	9.42	9.42
Step 2	10.37	10.88	10.88
Step 3	10.84	11.36	11.89
Step 4	11.37	11.96	12.57
Step 5	11.84	12.44	13.06
Step 6	12.37	13.05	13.75
Step 13	12.87	13.55	14.25
Step 17	12.92	13.60	14.30

Afternoon Shift Premium \$ 0.27/hour

- A. All bargaining unit members will be placed on probationary wages for a ninety (90) day period, then will be placed on Step 1, which shall not be retroactive.
- B. Bargaining unit members 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.

ARTICLE 27

EARLY RETIREMENT INCENTIVE

A. Eligibility for the plan

1. The bargaining unit member must have a record of employment in education for not less than twenty five (25) years of service prior to the request for early retirement. The bargaining unit member must be on the final step of the appropriate salary schedule to be eligible for benefits.
2. The bargaining unit member 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 bargaining unit member 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 a bargaining unit member is receiving benefits through the early retirement incentive plan, no subsequent disability will affect said benefits.
2. Once a bargaining unit member retires under the early retirement incentive plan, no subsequent negotiations may withdraw or reduce the benefits.

C. General Provisions

Any bargaining unit member who elects early retirement shall receive the following sums as benefits.

25 years in education	\$2,000
26 years in education	1,750
27 years in education	1,500
28 years in education	1,250
29 years in education	1,000
30 years or more in education	750

ARTICLE 28

INSURANCE

- A. The following MESSA Pak options will be available to all bargaining unit member's for the 1993/94 contract year:

Plan A

Health Supercare I (includes \$5000 Basic Term Life)
 Negotiated Life - \$30,000 AD&D
 Vision - VSP 3
 Dental - 100x75/60/75:\$1900
 (Class I & II maximums at \$1000)
 (plan year July 1 through June 30)

Plan B

Negotiated Life - \$35,000 AD&D
 Vision - VSP 3
 Dental - 100x75/60/75:\$1900
 (Class I & II maximums at \$1000)
 (plan year July 1 through June 30)

Annuity of Choice \$75.00/month

- B. Bids will be opened for the 1994/95 school year for MESSA Supercare I, Blue Cross 3 Star or any other company offering an equivalent package.

*Life Insurance
 (North American
 Life)*

ARTICLE 28

INSURANCE

- A. The following MESSA Pak options will be available to all bargaining unit member's for the 1993/94 contract year:

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Health Supercare I (includes \$5000 Basic Term Life)

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(plan year July 1 through June 30)

Plan B

Negotiated Life - \$35,000 AD&D

Vision - VSP 3

Dental - 100x75/60/75:\$1900
(Class I & II maximums at \$1000)

(plan year July 1 through June 30)

- B. Bids will be opened for the 1994/95 school year for MESSA Supercare I, Blue Cross 3 Star or any other company offering an equivalent package.

ARTICLE 29

RATIFICATION

The Association agrees to submit this Agreement to the members of the bargaining unit covered by this Agreement for ratification by them. It is further agreed that the Association will conduct any ratification vote in accordance with its adopted constitution and bylaws.

ARTICLE 30

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 31

DURATION OF CONTRACT

This contract shall be effective July 1, 1993, and shall continue until the 30th day of June 1996. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

OSCODA SECRETARIAL ASSOCIATION

OSCODA BOARD OF
EDUCATION_____
President_____
President_____
Negotiator_____
Vice President_____
Negotiator_____
Secretary_____
Negotiator_____
Treasurer

MEMORANDUM OF UNDERSTANDING

1. Due to prior years service to the district, Rosemary Reames will receive \$.50 per hour in addition to the step she is on, until which time she completes step six (6) of the pay scale in accordance with Article 26, Compensation.