Master Agreement

OscodaArea Schools Board of Education

And

AFSCME Council Local 1545

2023-2024
2024-2025
2025-2026
2026-2027

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Article 1 -- Agreement

A. This Agreement is entered into between Local #1545, of Michigan Council #25, of the American Federation of State, County and Municipal Employees (AFSCME), of the AFL-CIO (hereinafter referred to as the Union) and the Board of Education of the Oscoda Area Schools (hereinafter referred to as the Employer).

B. Both parties concur that this Agreement contains a full and complete documentation of understandings between Employer and Union, and that any prior oral or written agreements or practices shall be superseded by the terms of this Agreement.

It is further agreed, that no oral or written agreements or practices shall be recognized, for the duration of this Agreement, unless they are reduced to writing and signed by one (1) representative of both parties.

C. It is agreed that the headings and exhibits used in this Agreement neither add to, nor detract from its meaning, but shall be used for reference only.

D. Supervisory staff shall not perform work other than normally and previously performed by them during regular hours, except in cases of emergency.

Article 2 -- Recognition and Definitions

A. The Employer hereby agrees to recognize the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for all non-professional employees, with the exception of Mechanics, Maintenance, secretaries and supervisors as defined in Public Acts of 1947: PA-336.

The Board agrees to submit names and newly hired employee to the Union President within five (5) working day of the date of hire.

B. 1. The Employer shall recognize the four (4) following classifications of employees:

a. Educational, Special Education and Title employees shall be one (1) classification known as Paraprofessionals.

b. Custodians shall be one (1) classification known as Custodial.

c. Kitchen employees shall be one (1) classification known as Dietary.

d. Bus Drivers shall be one (1) classification known as Transportation.

2. a. The Union shall be notified of any newly created positions that would meet the specifications set forth in this Agreement.

b. Such positions shall be assigned to an existing classification or new classification.

c. Should the Union disagree with the assignments, it shall become a matter for negotiations or deferral to the procedures of the Michigan Employment Relations Commission.

C. Temporary employees are defined as persons outside of the bargaining unit hired for a short term, for specific jobs, to do work not primarily or normally being done by members of this Union, with no intention on the part of either the person(s) hired or the Employer of continuing the employment beyond a maximum of ninety (90) calendar days and shall not come under the Union contract with respect to rates of pay, hours of work, or other conditions of employment.

D. The Employer agrees to recognize two (2) types of employees as follows:

1. Term employees: Employees whose job is less than twelve (12) months per year (i.e.: while school is in session).

2. Year-round employees: Employees whose job is twelve (12) months per year.

Article 3 -- Payroll Deductions

A. Upon the submission of written authorization by the employee to the Business Office, the Board shall make payroll deductions to banks and credit unions, to annuities and tax-deferred plans, and other deductions available through the Business Office.

The Board further agrees to promptly remit employee authorized payroll deductions to banks and credit unions.

Deducted annuities and tax-sheltered plans shall be sent at the time of deduction to the employee-requested companies.

B. Employees cannot be required as a condition of continued employment under the U.S. Constitution to pay dues or service fees to the Union. The election to not pay, will not impact the employee's employment status and the employee is still subject to the terms of the master agreement. The Union acknowledges its obligation to provide equal representation without discrimination to those who do not pay.

Upon submission of a voluntary authorization from an employee who has completed the probationary period, the district will payroll deduct membership dues or service fees over 10 months for "term" employees and 12 months for "year-round" employees. PAC withholdings are not permitted under this Agreement. A list of employees and the amounts deducted will be remitted to AFSCME Council 25 electronically within one calendar week of the withholding.

The President of Local 1545 will advise the Business Office in writing of the amount to withhold for dues and service fees and the forwarding information for withholdings. In the event of a change in the rates, the Business Office will be notified at least sixty (60) calendar days in advance of the effective date.

Written authorization and revocation of the authorization must be submitted on a form provided by the district. Revocation may be submitted on the district form at any time by the employee through the Business Office with copy to the Local 1545 President. The revocation will be effective on the date it is received by the Business Office unless the employee indicates a later date. If the revocation comes after the payroll withholding, any refunds due must be pursued by the employee with AFSCME, Council 25.

The Union agrees to save the Board of Education and its agents harmless against all actions initiated by an employee in connection with Section B. This includes by way of example, protections again all claims, demands, suits, or other forms of liability and reimbursement for attorney's fees.

Disputes relating to the interpretation or implementation of Section B will be directed exclusively to the Superintendent and Union President and are not subject to the grievance procedure.

Article 4 -- Union Rights

A. 1. Any authorized representative of the Union shall be permitted to visit the premises of the Employer at all reasonable hours, for the purpose of transacting Union business.

2. Any authorized representative of the Union visiting the premises of the Employer shall first inform the Superintendent and/or his/her designee that they shall be on the premises and where they shall be.

B. The local Union President, steward, and/or alternate, shall be allowed reasonable time off from work, without loss of time or pay, in the handling and adjusting of grievances on the premises of the Employer, but shall not leave their position to fulfill their role without first obtaining permission from their supervisor/building principal and informing them as to the purpose and probable duration of the absence.

C. 1. When the purpose of the request is made in writing, the Employer's payroll and employment records shall be made available to any authorized Union representative in connection with the enforcement and carrying out of the terms and provisions of this Agreement.

2. Any employee shall have the right to review their own personnel file after submitting a written request to the Superintendent and/or his/her designee of their intent.

3. All records requested shall be reviewed with the supervision of an employee of the school who is regularly employed in the office in which the records are kept.

4. No record shall be removed from the area in which they are filed.

5. The Employer agrees to keep the Union informed as to the location of all files kept on employees covered by this Agreement.

D. 1. The Employer shall install a bulletin board in a conspicuous place, in the employees' service area.

2. These bulletin boards shall be used and maintained by the classification steward or their designee for the purpose of posting notices of the following types only:

a. Recreational and social events

b. Nominations and election results

c. Regular and Special Meetings

d. General Union information

E. 1. The Union shall have the right to use school facilities and equipment, upon submitting a Facility Use Request Form.

2. The regular school policy application form shall be provided by the Employer to the Union for permission to use school property.

3. The Union shall be financially responsible for all supplies and materials used while utilizing school facilities and equipment.

F. 1. The Employer agrees to recognize the following officers, stewards, and alternate stewards as representatives of the local Union:

a. President

b. Vice-President

c. Recording Secretary

d. Secretary/Treasurer

e. Steward in each classification

f. Alternate Steward in each classification

2. The Union shall keep the Employer informed, in writing, as to the names of officers, stewards, and alternate stewards and their classifications at the beginning of each school year or upon any change.

3. The Employer shall not be expected to recognize a representative of the Union until notified in writing as to their office and classification in the Union.

4. Employees shall be released for the purpose of Union Business not to exceed a total of three (3) days per year. These days shall not be used for arbitration hearings. Release time is predicated on the availability of substitutes. No more than one (1) Union member may be released at the same time and at least two (2) weeks advanced notice in writing will be provided.

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

G. 1. The Employer shall not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining on behalf of Local #1545.

2. The Employer shall not make agreement with any such group or organization for the purpose of undermining the Union.

Article 5 -- Employer Rights

A. The Employer shall have the exclusive right to control and direct its employees. This right shall include, among other things, the right to hire, promote, lay-off, transfer, discipline, discharge, refuse to hire, set work schedules, make work assignments, and direct and control its operations, provided the Union is given the opportunity to use the grievance procedure concerning any decision made by the Employer, which may be contrary or in violation of this Agreement.

B. All items of written Board Policy, not in conflict with the terms of this Agreement, shall remain in full force and effect.

C. The Employer reserves the right to modify or expand the school calendar to achieve a minimum number of days and hours necessary to comply with the Michigan Department of Education or the State of Michigan requirements to achieve full state aid.

D. The Employer has no legal right to relinquish its statutory authority or to subvert it to any other organization not elected by the people of the Oscoda Area Schools.

Article 6 -- Employee Rights and Responsibilities

A. 1. Employees shall give the Employer at least ten (10) regularly scheduled working days notice of intent to resign their position.

2. Failure to meet this time limit shall mean forfeiture of all accrued contractual benefits and privileges.

B. Employees shall be hired and there shall be no discrimination in upgrading, demoting, or transferring, as to race, creed, color, national origin, sex, political party or Union affiliation.

C. The Employer agrees not to discriminate or discharge any Union member because of their participation in Union activities.

D. Employees shall be expected to comply with reasonable rules, regulations, and directions from time-to-time adopted by the Employer, which are not in conflict with this Agreement.

In the event an employee believes a work order threatens the physical safety or well being of themselves or others, the employee shall immediately inform the Superintendent.

Article 7 -- Discipline and Discharge

A. The Union President and appropriate classification steward/alternate shall be promptly notified by the Employer, of the discharge of any employee and upon request, will discuss the nature and reasons for the discharge.

B. The discharged employee shall be allowed to meet in a private area and discuss with the Union President and appropriate classification steward/alternate, the discharge, before being required to leave the Employer's premise.

C. Steps to Appeal a Discharge: This Section will only apply to employees hired prior to July 1, 2016.

1. Step #1: Should the discharged employee or Union President, or classification steward/or alternate consider the discharge improper, a complaint shall be submitted, in writing, in triplicate, through the Union President, or classification steward/or alternate, to the Superintendent within two (2) regularly scheduled working days of the discharge.

2. Step #2: The Employer shall review the complaint on the discharge and give an answer to the Union President, or classification steward/alternate within two (2) regularly scheduled working days after receipt of the complaint.in Step #2.

3. If the answer given from the Employer is not satisfactory to the Union President, the matter shall be referred to Step #3 of the grievance procedure and all papers shall be given to the Union President.

D. The Employer may discharge an employee due to falsification of their employment application.

E. 1. Disciplinary action less than discharge

No seniority employee (regardless of the date of hire) shall be disciplined for reasons that are arbitrary or capricious. Unless the Employer believes there is sufficient reason to depart, actions taken under Section E will normally be progressive in nature. Any such actions (excluding adverse evaluation of an employee's performance by the Employer or its representative), shall be subject to the grievance procedure found in this Agreement. Any appeal will be made directly to Step Two (Superintendent's level) of the grievance procedure. The decision of the Superintendent is final and not subject arbitration.

2. Discharge

The discharge of seniored employees hired into the bargaining unit after June 30, 2016, will not be initiated for reasons that are arbitrary or capricious. Any appeal will be made directly to Step Two (Superintendent's level) of the grievance procedure. The decision of the Superintendent is final and not subject to arbitration.

The discharge of seniored bargaining unit employees hired prior to July 1, 2016, shall be for just cause. Any appeal will be made directly to Step Two (Superintendent's level) of the grievance procedure. If unresolved, the procedures for arbitration in Article 8 will apply.

F. 1. When an employee is informed that there shall be action taken under Section E, the employee shall be given the opportunity of Union representation.

2. The Employer agrees not to take action under Section E until opportunity is given to the Union President or classification steward/alternate to be present, if requested by the employee.

G. Any employee covered by the Omnibus Transportation Employee Testing Act who tests positive for alcohol or controlled substances or who refuses to submit to a test, will be discharged without recourse to the grievance procedure.

If the district's fleet insurer refuses to cover any driver, that driver will be terminated without recourse to the grievance procedure.

Article 8 -- Grievance Procedure

A. 1. "Grievance" shall be defined as an official complaint by an employee covered by this Agreement, that there has been to the employee or Union, a violation, misinterpretation, or inequitable application of a specific provision or provisions of this Agreement.

2. All grievances shall be filed on the grievance form found in Appendix B and shall contain the following information:

a. Article number(s) that have been violated, misinterpreted, or inequitably applied.

b. A statement of the facts upon which the grievance is based.

c. A resolution.

3. In the event an employee feels grounds for a grievance have taken place, the employee may request the assistance of local Union representation in the form of any recognized Union representative to assist in the discussion, investigation, and possible drafting of an official grievance.

4. Upon the notification of a request for assistance, the Employer agrees to notify and make available any recognized Union representative requested at no loss of time or pay to the representative (See Article 4B).

5. The Employer agrees that upon arrival of the requested Union representative, a private room and reasonable time to discuss the grievance, shall be made available and shall result in no loss of time or pay to the employees involved.

6. All such meetings shall be held at the convenience of both parties in accordance with this agreement concerning local Union representatives' availability to transact Union business.

7. The aggrieved employee and any appropriate Union representative recognized by the Employer, shall be given time off from work, with no loss of time or pay, to discuss the decision presented by the Employer throughout the grievance procedure.

B. 1. If an employee has a grievance and has discussed the grievance with the appropriate local Union representative, the grievance shall be a matter for Step #1 of the grievance procedure.

2. Step #1: Immediate Supervisor/Principal

a. The aggrieved employee and appropriate local Union representative shall file the grievance form, found in Appendix B, with the immediate supervisor/principal within ten (10) regularly scheduled working days from the date of the circumstances which gave cause to the grievance.

Working days for purposes of this Article shall be defined as days the Central Office is open.

In the case of monetary grievance, the time limit shall be set at thirty (30) calendar days from the date of the circumstances which shall be taken directly to Step #2 of the grievance procedure.

b. The grievance shall be written and one (1) copy will be filed on the official grievance form found in Appendix B.

c. The grievance shall be signed by the aggrieved employee, dated, and hand-carried to the immediate supervisor/principal within the allotted time frame.

d. The immediate supervisor/principal shall present to the appropriate local Union representative, within ten (10) regularly scheduled working days from the date that the grievance is received, one (1) copy of the grievance, with a signed and dated decision.

e. If either the aggrieved employee or the appropriate local Union representative is dissatisfied with the decision from the immediate supervisor/principal, the grievance shall be a matter for Step #2 of the grievance procedure.

3. Step #2: Superintendent of Schools

a. The Union President, or his/her designee, shall hand deliver a copy of the grievance from Step #1 or any grievance introduced at this step, to the Superintendent, or his/her designee, within five (5) regularly scheduled working days from the date the decision from the immediate supervisor/principal is received.

b. The Superintendent or his/her designee shall present to the Union President or his/her designee, within five (5) regularly scheduled working days from the date that the grievance is received, one (1) copy, with a signed and dated written decision.

c. If the Union is not satisfied with the decision of the Superintendent, or his/her designee, then the grievance shall be a matter for Step #3 of the grievance procedure.

4. Step #3: Appeal Procedure:

a. If the answer at Step #2 is not satisfactory, and the Union wishes to carry it further, the local President shall refer the matter to Council #25.

b. In the event Council #25 wishes to carry the matter further, the Council #25 representative shall, within ten (10) working days from the date of the Superintendent's answer at Step #2, contact the Superintendent or their designated representative to arrange a meeting between the Union and the Employer, for the purpose of attempting to resolve the dispute(s). For the purpose of this section, the Union shall consist of the grievant, local President, steward, and Council #25 representative. The Employer shall consist of the Superintendent or his/her designated representative and up to three (3) additional representatives of the Employer. If either side desires additional representation, it shall be by mutual agreement of the parties.

c. The Superintendent or his/her designated representative, shall then give his decision in writing to the local President and the Council #25 representative within thirty (30) calendar days from the date of the Step #3 meeting.

5. Step #4: Arbitration:

a. Arbitration may be invoked by the Union with written notice to the Employer of the intention to arbitrate within ten (10) business days of the Superintendent's disposition. If the parties are unable to agree upon an arbitrator within the ten (10) working days of such notice, the Union desiring arbitration, shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator within twenty-five (25) days of the Superintendent's disposition.

b. (1) The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in this agreement or disputed facts upon which the application of the Agreement depends.

(2) The arbitrator shall not have the authority and shall not consider it their function, to include the decision of any issue not submitted or to so interpret and apply this Agreement as to change, what can fairly be said to have been, the intent of the parties as determined by generally accepted contract construction.

(3) The arbitrator shall not give any decision which, in practical or in actual, affects, modifies, revises, detracts from, or adds to any of the terms and provisions set forth in this Agreement.

(4) This Agreement constitutes a contract between the parties and shall be interpreted and applied by both parties and the arbitrator, in the same manner as other collective bargaining agreements.

(5) The decision of the arbitrator shall be final and binding, subject to either party's right to judicial review.

c. The arbitrator, after investigating the unresolved grievance and discussing the grievance with the parties, shall reduce to writing, typewritten, in duplicate, signed, and dated a decision, one (1) becoming the property of the Employer and one (1) becoming the property of the Union.

d. (1) The fees and expenses of the arbitrator shall be shared equally between the Union and the Employer.

(2) Any other expense incurred shall be paid by the party which incurred them.

6. Withdrawal of Grievances:

a. A grievance may be withdrawn without prejudice by mutual agreement between the Employer and Union.

b. Any grievance not taken to the next step within the contractual time limits shall be considered settled on the basis of the Employer's most recent answer. If the Employer does not respond at any level in a timely manner, the grievance will be advanced to the next level.

Article 9 -- Seniority and Probationary Period

A. 1. Seniority is defined as the years of continuous service to the district as a regular bargaining unit employee within the following classifications:

Paraprofessionals
Dietary
Transportation (Bus Drivers)
Custodial

2. Seniority will not accrue for service as a substitute.

Seniority will accrue during leaves of absence and during periods of layoff within the classification held at the time of the leave or layoff.

B. The local President will have superseniority for purposes of layoff provided they are qualified to perform the work.

The Union shall indemnify the Board and hold it harmless against any law suits or other actions and all the associated costs resulting from the implementation of this section.

C. In the event an employee accepts another position with the Employer outside of the bargaining unit, the employee may return within sixty (60) calendar days of the assignment to his/her former position without adversely affecting accrued contract benefits. Seniority will accrue during such periods.

In the event a unit employee accepts a position outside of the bargaining unit for a period in excess of sixty (60) calendar days, all rights and benefits including seniority will terminate.

D. Seniority lists will list the names of employees and their seniority date based on the first day worked in a permanent position within the above referenced classifications. In the event more than one person has the same 1st day of work in a permanent position, ties will be broken by using the highest of the last four digits of their social security number. An up-to-date list will be provided for each classification(s) when newly hired employees complete the probationary period.

E. Employees hired into the bargaining unit will serve a probationary period of sixty (60) regularly scheduled workdays. Days missed during the probationary period will serve to extend the probationary period.

Probationary employees will not be eligible for any paid time off or other benefits until after the completion of probationary period. After the completion of the probationary period, sick leave and personal business days will be credited proportionately and prospectively for the time served while on probationary status. The district reserves the right at its option to start insurance benefits prior to the end of the probationary period if needed to avoid any penalty under the Affordable Care Act or similar legislation.

The discipline (including discharge), layoff and transfer of probationary employees is at the discretion of the Employer and is not subject to the grievance procedure.

Probationary employees shall not have seniority rights, however, upon completion of the probationary period, the first day worked as a probationary employee will be listed as the employee's hire date for seniority purposes.

Article 10 – Layoff and Recall

A. Layoff will be defined as a reduction in the work force during the employee's regular term of employment. A reduction in hours does not constitute a layoff unless the reduction is at least one (1) hour per day of the employee's regular daily schedule in the classification.

Classifications for purposes of this Article will be defined as the seniority classifications in Article 9(A) (1).

B. In the event of a layoff the following procedure and rules will govern:

1. The Superintendent or his/her designee will notify and confer with the local President.

2. Probationary employees within the affected positions in the classification will be laid off first.

In the event more than one probationary employee in a classification position is being laid off, the date of hire will determine which employee is laid off first.

3. Non-probationary employees within the affected classification(s) will be laid off second through a bid meeting process based upon classification seniority.

4. Employees who are unable to acquire a position as a result of the bid meeting in Section B(3) above, will be permitted to participate in bid meetings in other classifications where the employee has seniority rights as provided under Article 9(A) (1) , or in the absence of a bid meeting, may bump an employee with less seniority in a formerly held classification.

5. No employee will be assigned under the procedures in this Article to a position with higher hourly pay (excluding shift premiums) or greater hours of work per/year.

6. With the exception of employees displaced at bid meetings, ten (10) business days notice of layoff will be given to employees scheduled to be laid off in writing.

C. 1. Employees will be recalled to positions within classifications in which the employee has fulfilled a probationary period or trial period provided the employee is qualified.

Recall rights will be limited to a period of three (3) calendar years from the effective date of the layoff.

2. Recall notices will be sent by certified mail to the last address of the employee listed with the Employer. It is the employee's responsibility to maintain an up-to-date address with the Employer.

Employees will have five (5) business days upon receipt of the notice (defined as Monday through Friday excluding the holidays) to notify the Employer of their intent to return. If intending to return, the employee must return within ten (10) business days of the date the notice is received unless a longer period is directed in the recall notice (i.e.: notice issued in July for a position starting in September).

3. Any employee who fails to report as directed in a recall notice will be considered a voluntary resignation and further employment rights will terminate.

Article 11 -- Custodial Classifications Provisions

A. When the employees from the custodial classification are required to show up for their regularly scheduled shifts, it shall constitute a workday.

B. 1. Employees who start a regularly scheduled workday on or between the hours of 6:00 a.m. and 1:29 p.m. shall be considered first shift and shall receive no shift premium.

2. Employees who start a regularly scheduled workday after 1:30 p.m. and on or before 8:59 p.m., shall be considered second shift and shall receive shift premium for all hours worked on second shift as found in Appendix A under shift premium.

3. Employees who start a regularly scheduled workday between the hours of 9:00 p.m. and 5:59 a.m. shall be considered third shift and shall receive shift premium for all hours worked on third shift as found in Appendix A under shift premium.

4. There shall be no pyramiding of any shift premium pay provisions in this Agreement.

Where an employee's shift or scheduled overtime overlaps the starting times in Sections 1-3 above, the employee will receive the shift premium for all hours worked. By way of example, an employee whose regular shift or overtime starts at 5:00 a.m. and is schedule to work eight (8) hours, will receive the shift premium in Section 3 for all eight (8) hours.

5. Shift premiums shall be paid for all hours worked, as defined above on Saturday and/or on Sunday.

C. Employees shall work the first shift, at first shift rates for summer vacation.

Article 12 -- Dietary Classification Provisions

A. Dietary workers may be hired for whatever period of the day or week is necessary for them to do the required work.

B. 1. Extra work shall be defined as any time a dietary worker is needed for a given occasion (banquets, dinners, etc.) by any other agency than the school.

2. Dietary workers shall have first opportunity to do the extra work as long as it does not interfere with their work in the school lunch programs.

3. Extra Hours for Dietary Employees:

If a dietary employee is required for any school activity, the dietary employees already assigned to that building shall be assigned the extra hours, according to seniority on a rotating basis provided the employee is qualified.

Article 13 -- Transportation Classification Provisions

A. 1. A regular run shall be defined by its mileage and shall be placed into one (1) of the following four (4) categories:

a.	"A" Run	*0.0 to 80.5 miles*
b.	"B" Run	80.6 to 100 miles
c.	Mileage Run	100.1 and up miles

2. Regular runs shall be awarded based upon seniority.

3. Change in Mileage:

If a regular run has a change in mileage that causes the run to move up or down in the run pay category, then the run would be declared an open run and a bid meeting will be held.

B. Special Runs:

1. Shuttle Run:

a. This run shall be categorized as a "B" run, in accordance with (B)(2) of this section.

b. Working hours shall be between the hours of 7:30 a.m. to 11:00 a.m. and 11:01 a.m. to 3:30 p.m.

c. The shuttle run shall be used for such classes as building trades, auto mechanics, gifted classes, and any other interschool classes.

d. The shuttle run shall not be used for field trips.

e. The shuttle run driver shall be given a thirty (30) minute uninterrupted duty free lunch period.

2. Special Needs Run:

a. Driver(s) shall be responsible for the transportation of special needs students assigned to them by the Transportation Department.

b. This run shall be categorized as a "B" run, unless the mileage exceeds the limits for a "B" run, at which time it shall receive the mileage pay for any miles driven over the limit.

C. Field Trips:

1. "Field Trip" shall be defined as when the Oscoda Area Schools' buses are used to transport students and/or outside organizations to activities.

2. Field trips shall be posted by 11:00 a.m. three (3) regularly scheduled working days prior to the trip's departure.

3. Awarding of Field Trips:

a. Field trips shall be awarded on a rotation basis according to the seniority list by 8:10 a.m. two (2) regularly scheduled working days prior to the trip's departure by the department designee. In the absence of an eligible volunteer, the trip may be assigned by the district to the least seniored driver and that driver may not decline the trip without a legitimate reason and if one is found to exist, the next least senior driver will be assigned.

When more than one trip is posted to occur on the same day, drivers bidding on more than one (1) field trip shall indicate their preference on the trip posting (1st, 2nd, 3rd, etc.).

On days when more than one field trip is scheduled to occur, the trip shall be awarded based on seniority and the numbered priority the driver wrote on the trip posting (1st, 2nd, 3rd, etc.).

b. Drivers who are regularly scheduled to work less than thirty (30) hours per week may not bid on an extra trip which conflicts with the drivers' regular daily assignment nor for any driver scheduled for less than thirty (30) hours per week, any extra trip that places the driver at or beyond thirty (30) hours in the work week.

Except as set forth herein, field trips shall be awarded to only transportation classification employees and in the absence of an available regular driver, to probationary drivers first then to a substitute from outside of the unit.

Drivers may not bid on a field trip and retain their regular daily runs unless it can be established that they can arrive at the field trip departure location at least ten (10) minutes prior to the scheduled departure time.

c. (1) Except as may be restricted elsewhere in this Agreement, if no one in the transportation classification signs for a trip, the trip shall be awarded to a probationary bus driver and then to a substitute.

(2) When a field trip is awarded to a substitute, the field trip rotation shall stop at the last trip awarded to a transportation classification employee and resume from there with the next available trip.

d. (1) If an activity is canceled before the driver shows up for the field trip, the driver shall be given the next available trip.

(2) If a field trip activity is canceled after the driver shows up for the trip, the driver shall be given two (2) hours show-up pay and the next available trip.

In the event the driver has to forfeit their regularly scheduled run, the driver shall receive only (the above two-hour provision does not apply) the amount they would have forfeited to take the trip.

(3) When a field trip is originally scheduled for both drop off and return after the event and is later changed to a "drop and go" (defined for example as the driver taking the team and the team returning with parents or others bring the team members back) within twenty-four (24) hours of the scheduled pick up time, the driver will be given the opportunity to drop the field trip and return to their regular run.

e. Field trips shall begin at the time posted on the sign-up sheet, as "time departing bus garage". After the date of departure on overnight field trips, the day shall begin at 8:00 a.m. unless required to begin earlier by the individual in charge.

f. Field trips shall normally end when the bus arrives unloaded at the bus garage. Overnight field trip days shall end when the driver is no longer needed or after a total of eight (8) hours field trip time have expired whichever is longer.

g. Drivers must work the two (2) regularly scheduled working days prior to a field trip in order to be eligible to be awarded the trip unless the absence was due to the use of a personal business day.

h. An employee in the transportation classification who is off of work with either a leave-of-absence or sick leave shall not be eligible for any field trips. This is not

intended to exclude the employee who has returned to work at least two (2) regularly scheduled working days prior to said field trip.

i. A driver taking a field trip during a regularly scheduled workday where all or one-half (1/2) of their regular daily run must be forfeited, shall not receive pay for that portion, which is forfeited, unless required under Article 4C(3)(d)(2).

j. Drivers may not change regular runs with the express purpose of driving a regular run and a field trip. In the event there are not enough substitutes to cover regular runs and field trips scheduled, the Supervisor may make such changes to ensure all trips are covered.

k. In the event of more than one (1) field trip on any given day, the first eligible driver according to the rotation list shall have first choice based on their numbered priority (1st, 2nd, 3rd, etc.) of available trips that day. This process shall continue until all trips are awarded for that day.

l. Drivers who take a field trip outside of the district may take a thirty (30) minute unpaid meal break subject to the following.

Meal breaks in route to or returning from a destination must have the approval of the supervisor and generally will be noted on the trip signup sheet.

Meal breaks taken while waiting at the destination site are restricted to a total of thirty (30) minutes.

Meal allowances shall be paid as follows:

(1) If a driver has been on a field trip outside the Oscoda Area School district and spent the night away from home, he/she shall be awarded breakfast.

(2) A driver on a field trip outside of the Oscoda Area School district which begins prior to 12:00 p.m. and extends past 2:00 p.m. shall receive a lunch allowance.

(3) A driver on a field trip outside the Oscoda Area School district which begins prior to 4:30 p.m. and extends past 8:30 p.m. shall receive a dinner allowance.

(4) All times noted above are inclusive.

(5) The rate of pay for meals shall be as described in Appendix A.

m. Other employees of the district may transport no more than nine (9) students in a school owned vehicle other than a school bus.

n. All field trips shall be awarded up to thirty (30) minutes field trip pay for time worked on clean-up to be added at the end of the field trip. Because of this

provision, drivers taking the field trip shall be responsible to prepare and wash the bus being used whether it is their own or another.

o. Except as provided herein, all field trips shall be awarded fifteen (15) minutes field trip pay driving time for a required pre-trip inspection of the bus to be added at the beginning of the field trip.

When a driver is awarded a field trip and surrenders a portion of the driver's afternoon take home (see limitations in section c-3-b above) and is authorized to use their regular bus for the field trip, there will be no pre-trip pay.

p. All field trips shall be awarded a minimum amount equal to the following as described in Appendix A:

(1) Two (2) hours field trip pay

(2) Up to thirty (30) minutes field trip pay for clean-up

(3) And any meal allowances which are applicable according to the "meal allowance" section of this provision.

(4) 15 minute required pre-trip inspection

q. (1) A "short notice field trip" shall be defined as any field trip which is posted after three (3) regularly scheduled working days prior to the trip departure time.

(2) Short notice field trips shall be awarded on a rotating basis.

(3) Any employee who takes a short notice field trip shall not lose their place in the rotation nor shall it effect the rotation of the regular field trip seniority chart.

r. Drivers shall remain with the group on all field trips at "field trip pay" unless authorized by the Transportation Supervisor.

s. Drivers who are driving field trips shall perform their regular duties as bus drivers. They shall not be used as the sole chaperone.

D. Drivers who attend and participate in a regular scheduled safety meeting will be paid the current hourly wage found in Appendix A for the actual time in attendance.

Article 14 -- General Working Conditions Provisions

A. With the exception of "Act of God" days, any time an employee is called into work by the immediate supervisor/principal, on other than a regularly scheduled working day, they shall receive two (2) hours pay or the current hourly wage found in Appendix A for all hours required to work, whichever is the higher amount.

B. 1. Time and one-half (1/2) shall be paid for all hours worked over forty (40) hours in any one (1) work week. Paid time off regardless of its origins will not be counted in computing overtime pay.

2. To qualify for overtime, it must be done at the direction of the immediate supervisor/principal.

3. The Employer shall not make a daily practice of requiring employees to work overtime. In general, overtime shall be required only when necessary or an emergency or is required for the position (i.e. see Section J below).

4. Except as set forth in Section J below, when overtime is required in a specified job classification, it shall be rotated among the employees in such job classifications whenever reasonably possible, so that the overtime may be equitably shared among such employees. In the absence of an eligible volunteer, the overtime may be assigned by the district to the least seniored employee in the classification and that employee may not decline the overtime without a legitimate reason and if one is found to exist, the next least senior employee will be assigned.

5. Each workweek shall begin on Sunday at 12:01 a.m. and shall end the following Sunday at 12:01 a.m. for the purpose of computing regular pay and overtime.

6. The workday shall begin at 12:01 a.m. and shall end the following day at 12:00 a.m. for the purpose of computing regular pay and overtime.

C. 1. "Act of God" days, shall be defined as any regularly scheduled working day while school is in session where it is unable to work due to hazardous weather conditions or other circumstances defined by law.

2. a. Custodians shall report on all snow days and will receive their regular rate of pay.

b. If the district is closed due to an "Act of God" and the district receives State Aid for the day all other employees (except as set forth below) may not be required to report to work and will receive their regular pay for the day.

If the district is closed due to an "Act of God" and the district does not receive State Aid, the employees will not be paid. If the State of Michigan should require that the district must make-up, day for day, "Act of God" days, those days would be added to the calendar and the employee will be paid for those added days if they worked or have an excused absence.

3. Immediate supervisors/principals shall prescribe work assignments during such periods.

4. No employee shall be asked to perform work which they do not normally do during a regularly scheduled working day.

D. All bus drivers, as a condition of continued employment, shall pass a physical examination once each year, the cost of which shall be the responsibility of the Employer. If the physical is given by someone other than the district approved physician, the driver will assume any additional costs beyond the amounts paid the district's physician.

E. 1. "Uniform" shall be defined as any article of clothing the Employer requests the employee to wear while performing their duties as an employee.

2. Food service employees will wear uniforms and work shoes. The district will provide up to five (5) tops per year and aprons. Employees shall receive a cash allowance of sixteen dollars ($16) monthly starting with the second (2^{nd}) pay for work shoes (non-skid/slip resistant) and pants.

3. Probationary employees shall not receive this allowance until completion of the probationary period, upon which they shall receive a retroactive amount to their date of hire.

F. Employees scheduled to work eight (8) hours per day shall be given a duty free "break" of fifteen (15) minutes, twice during each working day, and a duty free unpaid lunch period of thirty (30) minutes, once during each working day.

Those employees scheduled to work less than eight (8) hours per day, must work at least five (5) hours per day to receive the unpaid lunch and at least seven (7) hours per day to receive one (1) fifteen (15) minute break. Employees working less than five (5) hours per day shall not receive breaks or an unpaid lunch.

This section shall not apply to bus drivers.

G. The Employer shall unilaterally control all conditions associated with substitute work regardless of its duration (i.e. subbing for regular employees and emergency usage, rates of pay, etc.) and any actions taken with regard to substitute work shall not be subject to the grievance procedure.

H. The Employer reserves the right to permit employees to hold more than one (1) position within the bargaining unit or to deny such assignments. When authorized, the following provisions will apply:

1. The work hours are compatible, and the combined regular schedule of daily work hours does not exceed eight (8) hours.

2. Employees accepting such a position may not apply for any future vacancy or be placed in a position as a result of the layoff procedures which would result in an assignment in excess of eight (8) hours per day.

3. Employees accepting such a position are not eligible to bid on field trips which conflict the other portion of their daily assignment.

4. If the other position(s) held by the driver qualify for vacation benefits under Article 20, the employee may not take vacation on a day in which students are in attendance.

5. The combined hours of the position(s) will be counted for purposes of insurance benefit eligibility subject to the hours required in Article 22(B)(1) and regarding the Affordable Health Care Act or similar legislation.

The determinations of the Employer under this Section are not subject to the grievance procedure.

I. Sick leave and personal business days are credited at the start of the employee's work year in anticipation of the employee completing the entire work year. If employment is separated for any reason or the employee is laid off during the work year and sick and personal leave time has been used in excess of what would otherwise have been available if credited at the end of each month in the work year, the employee shall repay the district and the repayments will include any amounts due under appendix a for insurance benefit costs. Such withholdings are required as a condition of this Agreement from the employee's final paycheck(s) (including any payment for accrued vacation time since July 1 and pay for unused sick leave for those who are eligible) and any remaining balance is due within seven (7) business days of separation to the business office.

J. This provision supersedes all other conflicting provisions of the master agreement.

The Employer reserves the right to designate a dietary classification employee as a Head Cook in each building or to discontinue that designation. If the designation is made, the employee will receive an additional .25 cents per hour in addition to the employee's regular hourly rate for the additional duties determined by the Employer.

The Employer reserves the right to designate one (1) or more custodians to volunteer to secure a pool operators certificate (certificate cost to be paid by the district) and to do building checks on the weekend or to discontinue that designation. If designated, an additional .50 cents per hour will be paid to the individual(s) in addition to the employee's regular hourly wage. This provision will not restrict the district's right to have employees outside of the bargaining unit who have pool operator's certificates to do building checks on the weekend.

The payment of these stipends will not require the position to be posted. No employee being paid one of these stipends can be displaced by virtue of the layoff provisions or other procedures in the master agreement.

Decisions made under this section are not subject to review through the grievance procedure.

Article 15 – Vacancies

A. The Employer agrees to post all vacancies within two (2) regularly scheduled working days of notification of a vacancy that the Employer intends to fill.

Vacancies will be posted for a period of five (5) regularly scheduled working days.

The posting time limit may be waived by mutual agreement between the President of Local #1545 and the Employer.

B. Assuming the applicant(s) are qualified, vacancies will be filled in the following order:

1. The most seniored employee with the classification (See Article 9(A).

2. The recall of an employee who remains eligible for recall in the classification based upon classification seniority.

3. The internal applicant from another classification who has the most bargaining unit seniority.

4. Applicants external to the bargaining unit.

At the end of the five (5) workday posting period set forth in Section A above, the position shall be awarded, with the exception of paraprofessional positions, which will be awarded within five (5) regularly scheduled working days after the interviews are completed. The effective starting date will be two (2) regularly scheduled working days immediately following the awarding of the position.

C. Applicants who are awarded a position in another classification will be placed on a forty (40) work day trial period during which time the employee may voluntarily return to his/her former position or the Employer may return the employee, subject to review through the grievance procedure.

An employee changing pay classifications will be placed at the probationary rate (or Step #1 where the probationary rate does not exist) of the wage schedule set forth in Appendix A.

Article 16 – Extra Help

A. The purpose of this Article is to establish a means to provide the necessary labor to perform work primarily in the Custodial classification and primarily in the summer months or other periods when students are not in session.

It is further understood that this Article is intended to apply to those situations involving labor needs beyond the existing budgeted staffing levels in a classification (see the individual job titles in Appendix A).

B. Employees (including those who are laid off) interested in signing up for extra hours will sign up in writing with the Office of the Superintendent in the last week in April each year.

An employee who is not regularly scheduled to work thirty (30) or more hours per week will be assigned to extra help positions provided it would not result in a schedule of thirty (30) or more hours per week.

C. Assuming the employees are qualified to perform the work, the work will be distributed within the following guidelines:

1. The determination as to which work is assigned through the labor pool is at the discretion of the Employer.

   Priority will be given to Local #1545 members.

2. Offers of work may range from less than a full day to a number of consecutive workdays. Employees offered such work must either accept or reject the complete assignment as offered. If rejected, the next person in rotation will be offered the work.

3. An employee rejecting more than two (2) offers of extra work (without legitimate reason and verification) in a fiscal year (July 1 to June 30), will be removed from the list for the remainder of the fiscal year and will not be taken into further consideration until the next May 1 sign-up deadline.

4. The rate of pay for Local #1545 employees for such work will be the custodial substitute rate of pay, unless a higher rate is posted by the Employer. Any employee assigned from outside of the bargaining unit will not be paid a rate in excess of the rate paid to Local #1545 employees.

   No other benefits or entitlements will be granted other than the hourly rate of pay.

D. The following matters relating to this Article are not subject to the grievance procedure:

1. The determination of the Employer to not utilize the extra help provisions for certain projects or work.

2. The removal of an employee from the rosters as provided above in C (4) or removal of an employee by the Superintendent for poor work performance. In the event the Superintendent is removing an employee for poor performance, the decision will be preceded by notification to the Steward and the Union President.

3. Any claim of benefits.

4. A claim by a full year employee involving a loss of overtime or additional hours.

Article 17 -- Unpaid Leaves-of-Absence

A. "Leave-of-Absence" without pay and benefits (unless benefit continuation is required under the Family Medical and Leave Act) shall be defined as a benefit for all employees subject to the conditions set forth herein.

B. Duly elected delegates to Union conventions or assemblies shall be awarded a leave-of-absence without pay not to exceed ten (10) regularly scheduled working days.

Any leave-of-absence for Union business shall be made in writing by the president of the local Union or his/her designee at least ten (10) calendar days prior to the first day of the requested leave-of-absence. Requests for extensions shall be made by the employee requesting the extension.

Both parties agree that seniority shall be the only contractual benefit to accrue during a leave-of-absence for Union business.

Both parties agree that if an employee on a leave-of-absence for Union business does not return to work under the specifications set forth in said leave-of absence, the employee shall be considered a "quit" and all accrued contractual benefits shall be forfeited.

C. 1. Employees who may require an extended leave-of-absence for reasons of bona fide illness of said employee or the employee's immediate family (defined as spouse, parents or child), shall be granted a leave-of-absence without pay of not more than twelve (12) months if the leave is for the employee and six (6) months for an immediate family member. There will be no extensions of such leaves.

2. Request for leave-of-absence due to illness shall be made in writing by the employee requesting the leave-of-absence at least ten (10) regularly scheduled working days prior to the first (1st) day of the requested leave-of-absence.

3. Leaves-of-absence due to illness shall not affect the employee's accrued vacation time or seniority rights.

4. Both parties agree that seniority shall be the only contractual benefit to accrue during a leave-of-absence due to illness.

5. Both parties agree that if an employee on a leave-of-absence due to illness does not return to work under the specifications set forth in said leave-of-absence, that they shall be considered a "quit" and shall forfeit all accrued contractual benefits.

D. 1. Any employee who has all or any part of their vacation leave accrued will be required to use such time prior to being approved for an unpaid leave.

2. Upon the return of the employee from said leave-of-absence, the employee shall return to the position they held at the time the leave-of-absence began.

3. Employees who leave their position to serve in the armed forces shall have the right to return to their position upon completion of their service in the armed forces. This re-employment right shall be limited by applicable laws and regulations.

Article 18 -- Paid Leave Time

A. 1. "Sick leave" shall be defined as a benefit for all employees of any one-half (1/2) or any one (1) regularly scheduled working day or more that an employee is absent, for reasons which meet the conditions set forth in this Agreement, for which the employee shall receive their regular pay.

2. All employees hired prior to April 1, 2010 shall accrue sick leave at a rate of 1.25 days per/month. (.625 days per month for employees hired into the unit after March 31, 2010).

3. Total sick leave days for the year shall be made available, in advance, on the first (1st) day of the month of July each year for the duration of this Agreement.

4. Prior to the ending of the first payroll period in June of each year, the Employer shall determine an employee's total sick leave accumulation. Employees whose total accumulation exceeds one hundred twenty (120) days shall be paid a flat rate of ten dollars ($10) for each accumulated day over the one hundred twenty (120) days, up to a maximum of twelve (12) days for school term employees and fifteen (15) days for year-round employees, with employees being allowed to retain such days for use as actual sick days. Such days shall not be included for payment purposes due to retirement. Payment for days exceeding the one hundred twenty (120) shall be included in the last payroll in the month of June.

5. No employee shall accrue sick leave while on any leave-of-absence.

6. The Employer agrees that during the months of October and April, each employee shall be furnished with a statement of their own individual sick leave credit.

7. a. Payment for accumulated sick leave due to retirement shall be made only to those employees who become eligible for full retirement under the Michigan Public School Employees' Retirement System or who have at least twenty (20) years of public school experience and are at least fifty (50) years of age.

b. When the employee qualifies to retire and thus retires, they shall receive payment for one-half (1/2) of their accumulated sick leave, not to exceed sixty (60) days.

c. When calculating the rate of pay for these days, the amount shall be based on the average daily pay of the three (3) best salaried years the employee had prior to their retirement.

d. The only sick leave that shall be considered under this provision is that of the Oscoda Area Schools.

(1) In the event of a death, one-half (1/2) of the accumulated sick leave, not to exceed sixty (60) days shall be paid to the beneficiary.

(2) The rate of daily pay shall be the same as set forth in the previous section concerning retirement.

(3) The only sick leave that shall be considered under this provision is that of the Oscoda Area Schools.

Employees entering the bargaining unit after March 15th, 2002 are not eligible under this section.

8. The following are acceptable reasons to use sick leave:

a. When an employee is incapacitated for duty by injury, illness, pregnancy related disability, is having major surgery, or illness resulting from immunizations or vaccinations. The use of sick leave for elective surgery is not allowed for term employees.

b. When a member of an employee's immediate family (defined as spouse, child, parent, and employees' sibling), is afflicted and requires care and attendance by the employee until such a time as should be required to provide other care for the afflicted family member, the Employer agrees to allow the use of four (4) sick leave days, per employee, per/year for this purpose. If the employee should need more than the allotted four (4) days, permission for the use of another day(s) shall be requested from the Superintendent. The decision of the Superintendent is not subject to the grievance procedure.

c. When an employee has a death of a spouse or child, they shall be granted up to five (5) regularly scheduled working days off, which shall be deducted from the employee's sick leave or vacation leave.

When an employee has a death of a grandchild, father, mother, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, or grandparent, aunt or uncle, they shall be granted up to three (3) regularly scheduled working days off, which shall be deducted from the employee's sick leave or vacation leave.

If the employee should need more than the allotted days, permission for the use of another day(s) shall be requested from the Superintendent in writing. The decision of the Superintendent is not subject to the grievance procedure.

9. Dental appointments and routine health examinations shall not be valid reasons for use of sick leave.

10. By written request, the Employer has the right to require verification of failure to work due to illness by requiring a medical certificate from a physician, at the expense of the Employer.

11. a. In the cases of expected abuse (i.e. absentee patterns established, etc.) and the employee was not attended by a physician, a written statement from the employee's doctor showing evidence of illness may be required by the supervisor.

b. If evidence does not justify approval of sick leave, the absence may be charged as an absence without leave and may be deducted from the normal pay of the employee and other forms of disciplinary action up to and including discharge may result.

c. The employee shall be notified in all instances.

B. 1. "Personal Leave" shall be defined as a benefit for all employees of any one-half (1/2) or anyone (1) regularly scheduled working day or more that an employee is absent for personal business, for which they shall receive their regular pay.

2. All employees shall accrue personal leave at a rate of two (2) days per year, not to be deducted from sick leave.

3. Total personal leave days for the year shall be made available in advance, on the first (1st) day of the month of July each year. Unused days at the end of the year may accumulate up to four (4) days.

4. For the purpose of accounting, the employee's personal leave day shall be equal to the employee's regularly scheduled working day, including shift premium.

5. No employee shall accrue personal leave while on any leave-of-absence.

6. The following are acceptable reasons to use personal leave:

a. To transact personal business that otherwise could not be transacted on other than a workday.

b. Pre-scheduled doctor appointments.

c. Pre-scheduled dentist appointments.

7. Any employee wishing to use a personal leave day must make application in writing to the Superintendent, at least two (2) regularly scheduled working days prior to its use except in the case of an unforeseen emergency.

8. If an employee needs additional personal leave days, they may be granted by the Superintendent. Additional personal business days will be without pay. The denial of such days is not subject to the grievance procedure.

C. 1. "Jury Duty" shall be defined as a benefit for all employees of any one-half (1/2) or anyone (1) regularly scheduled working day or more than an employee is required to be absent to appear as a juror.

2. All employees shall be granted as many jury duty days as required to fulfill their obligation as a juror.

3. Jury duty days shall not be deducted from any other accrued contractual benefit (i.e.: sick leave, personal leave, vacation leave, etc.)

4. Any employee who serves as a juror shall receive the difference in pay from the amount received for jury duty and the amount of the employee's regular pay for the period of time they served as a juror.

5. All contractual benefits shall accrue while on jury duty.

D. 1. "Worker's Compensation" shall be defined as compensation received by the employee due to loss of work time due to an injury which occurs while on the job.

2. All employees shall be covered by workers compensation insurance including medical bills, compensation for time lost on the job, and death benefits, at the expense of the Employer, to the extent required by law.

3. a. In the event that there is a claim for workers compensation and compensation is given to an employee, the employee shall report the amount of the compensation to the Employer.

b. The employee will have the difference between their regular pay and amounts paid in Worker's Compensation deducted from the employee's accrued sick leave. Upon exhausting the accrued sick leave, the employee may use additional accrued vacation time.

c. When an employee is on workers compensation, seniority shall be the only contractual benefit to accrue.

d. In the event the district wants to institute a light duty or bridgework assignment, it will notify the Union President in writing. The content of such Agreements will be subject to mutual agreement between the parties.

Article 19 -- Vacation

A. "Vacation Leave" shall be defined as a benefit for year-round employees of accrued paid time off in accordance with Section C below.

B. For the purpose of accounting, the employee's vacation leave day shall be equal to the employee's regularly scheduled working day.

C. Vacation time is credited based upon work performed in the prior fiscal year.

Total vacation time for the year shall be credited on the first (1st) day of the month of July each year in accordance with the following. The credit issued on July 1 will reflect the full years of

service as of the employee's most recent prior anniversary date (i.e. an employee with 12th year anniversary date in January, will receive three weeks credit the following July 1.

1st year to 6 years seniority	2 weeks
7 years to 12 years seniority	3 weeks
13 years to 22 years seniority	4 weeks
23 years and up seniority	5 weeks

No credit will be given for periods of unpaid leaves of absence under Article 17 or layoffs during the course of the year.

Those who have completed the probationary period or have transferred into an eligible position and have not worked one year as of July 1, will receive a prorated amount of credit for the time worked between their hire or transfer date and July 1.

No employee hired into the bargaining unit after March 15, 2002, will be eligible for the five (5) week vacation leave. Employees hired prior to March 15, 2002, who are not assigned to a custodial position on July 1, 2018, are not eligible for the five (5) week vacation leave.

D. If such employee is laid off or discharged by the Employer, the employee shall receive his/her earned vacation pay computed on a prorated basis of one-twelfth (1/12) of his/her earned vacation for each month (or major portion thereof) worked since the last July 1 vacation credit date to the date of the separation.

E. Vacation schedules shall be posted in advance so that senior employees can have their choice of vacations in accordance with their department classification.

F. Vacation time does not accrue from one (1) year to the next without written permission of the Employer.

G. In the event a term employee is awarded a vacancy in a year-round position, the employee's placement on the schedule will be determined by multiplying 70% times the number of years of seniority in the bargaining unit in all classifications.

Article 20 -- Holidays

A. 1. All year-round employees shall receive one (1) days pay for each holiday as set forth below.

2. The following are the specified holidays for year-round employees:

Day before New Year's	November 15th *
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Monday after Easter	Day before Christmas

Memorial Day	Christmas Day
July Fourth	Day after Christmas
Labor Day	

* This day shall be granted only when it falls on a Monday through Friday and is not scheduled as a day of instruction.

3. If a holiday occurs during an approved vacation leave, the employee shall be given a choice of an extra vacation leave day at the beginning or end of the approved vacation leave.

B. 1. All term employees shall receive one (1) days pay for each holiday as set forth below.

2. The following are the specified holidays for term employees:

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

* This day shall be granted only when it falls on a Monday through Friday and is not scheduled as a day of instruction.

C. 1. For the purpose of accounting, each holiday shall be equal to the employee's regularly scheduled working day and shall be in addition to the other paid leave provisions in this agreement.

2. No employee shall receive holiday pay while on any unpaid leave-of-absence.

3. All employees covered by this Agreement must work the regularly scheduled working day before and the regularly scheduled working day after each holiday to be eligible for holiday pay unless absent due to:

a. personal business days

b. vacation days

c. approved sick leave days or

d. jury duty

A total of double time (inclusive of holiday pay) shall be paid for all hours scheduled to be worked on holidays. This includes a bus driver taking a trip on the 4th of July.

Article 21 -- Insurance Benefits

A. 1. The full cost of dental and vision insurance coverage shall be paid in full for eligible year- round employees, including their spouses and children. Sponsored dependents and others shall not be considered eligible dependents for health insurance. Employees may pay for such coverage through payroll deduction.

2. The full cost of single subscriber dental and vision insurance coverage shall be paid in full for term and year round employees hired after March 15, 2002, covering a twelve (12) month period, subject to Section B(1) below. Year-round employees hired on or prior to March 15, 2002 will be eligible for up to full family dental and vision coverage paid in full subject to section b(1) below.

3. Subject to the rules and regulations of the underwriters, eligible employees may choose between the following two health insurance plans:

Simply Blue HSA PPO Plan $1,500/3,000 In Network ($3,000/6,000 Out of Network); 0% co-pay; Rx PD-TTC $10/$40/$80-RXCM (After deductibles are met); or

BCN HSA HMO $1,500/3,000 in-network (no out-of-network coverage); 0% co-pay; LG Rx. This plan's continued availability is based upon minimum district wide enrollment being established and maintained on an ongoing basis.

The deductibles will be increased during the term of the agreement if required by Internal Revenue Service Regulations.

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

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

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

	July 1, 2023	July 1, 2024
Full Family	$20,180.43	$21,007.83
Two Person	$15,474.60	$16,109.06
Single	$ 7,399.47	$ 7,702.85

The above rates will be replaced effective July 1, 2025, and 2026 with the subscriber rates authorized by the Michigan Treasury Department under Section 3 of the Publicly Funded Health Insurance Contribution Act for medical plan benefit years beginning on or after January 1, ~~2024~~ 2025 and 2026.

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

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

The vision plan will be VSP 3.

4. The Employer agrees to maintain payments for federal old age survivor insurance for all its employees, on a payroll deduction basis, as it is now doing.

5. The Employer reserves the right to change agents of record, plans, and third-party administrators of the above plans and to fully insure and/or self fund plans provided that in doing so, substantially equivalent coverage is maintained.

6. The parties agree to meet upon request to examine alternative medical plans that could reduce or eliminate out of pocket expenses for employees.

B. 1. Employees must be scheduled to work at least six (6) hours per day to be eligible for dental and vision insurance.

Employees hired prior to March 15, 2002, must be scheduled to work at least six (6) hours per day to be eligible to enroll in the health care, vision and dental plans. The amount paid by the district will be as set forth in Section A and will not be prorated if working less than forty (40) hours per week.

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

2. Dual enrollment of employees or eligible dependents in the district's hospitalization plan is prohibited, with the exception of term employees when the spouse is also a term employee. The choice as to which employee chooses to enroll in the hospitalization coverage shall be made by the employee. If not enrolled in the district's plan, the year-round employee will be eligible for $100 per month in cash under and IRS qualified Cafeteria Plan. Term employees who opt out of the district's hospitalization plan will be eligible for $75 per month.

3. Dependents already covered under an involuntary medical program comparable to the insurance coverage offered shall be excluded from coverage.

C. The Employer agrees to pay each year in full the cost of a twelve (12) month $35,000 with accidental death and dismemberment (AD&D) insurance coverage plan for each employee covered by this Agreement.

Article 22 -- Negotiation Procedures

A. On or before sixty (60) calendar days prior to the termination date of this Agreement, the Union shall express to the Employer, in writing, the Union's intent to enter into negotiations with the Employer.

B. 1. The Union and the Employer acknowledge the fact that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

2. The parties further acknowledge that the understandings and agreements made during negotiations are fully set forth in this Agreement.

3. Therefore, the Union and the Employer each voluntarily and unqualifiedly waives the right to bargain collectively and agree that the other shall not be obligated to bargain collectively, with respect to any subject or matter not specifically referred to or covered by this agreement.

C. Negotiation meetings shall be held on the Employer's premises, and it shall be the Employer's responsibility to secure a room in which these meetings shall be held.

D. If the parties fail to reach an agreement in any area of negotiations, either party may initiate mediation from the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

E. Upon successful negotiations of a new agreement, all negotiators for the Union and all the members of the Board of Education shall affix their signature to the appropriate page of two (2) copies, one of which will be retained by each party.

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

Article 23 – Duration

With the exception of Article 3(B), this Agreement shall become effective July 1, 2025 and shall remain in effect until June 30th, ~~2025.~~ 2027. The initial implementation of Article 3(B) will be during the remainder of the July 1, 2023 to July 1, 2025, Agreement.

If the parties do not have a ratified agreement by June 30 of the year the Agreement expires, there will be no wage or longevity steps granted, no change in insurance plan premium contributions or other increased costs assumed by the district. Any negotiated adjustments will only be implemented prospectively. After June 30 and until ratification any costs regulated by this paragraph will be payroll deducted as a condition of this Agreement.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above.

Local #1545:

Deke Hurlburt, Chairperson

Terry Mitchell, AFSCME Council 25

Oscoda Board of Education:

Anthony Ommani, President

Don R. Ellis II, Vice-President
Mary Reitler, Secretary
Tim Kellstrom, Treasurer
Kathy Kent, Trustee
William Gaines, Trustee
Sharon Savage, Trustee

APPENDIX A – WAGES

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

Salary Schedules

Classification:

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

		2023-2024 (5%)	2024-2025 (3.53%)	2025-2026 (3.53%)	2026-2027 (3.53%)
Dietary:					
Step #1 (0-2 years)	(hourly)	$13.70	$14.18	$14.68	$15.20
Step #2 (3-10 years)	(hourly)	$13.88	$14.37	$14.88	$15.41
Step #3 (11-18 years)	(hourly)	$14.96	$15.49	$16.04	$16.61
Step #4 (19+ more years)	(hourly)	$15.66	$16.21	$16.78	$17.37
Shift Premium:	2nd Shift	(hourly)	0.37		
	3rd Shift	(hourly)	0.56		
Paraprofessional:					
Step #1	(hourly)	$12.35	$12.79	$13.24	$13.71
Step #2	(hourly)	$13.81	$14.29	$14.79	$15.31
Step #3	(hourly)	$15.12	$15.65	$16.20	$16.77
Step #10	(hourly)	$16.08	$16.65	$17.24	$17.85
Step #18	(hourly)	$16.18	$16.75	$17.34	$17.95
Transportation:					
"A" Run					
1-10 years	(daily)	$84.99	$91.12	$ 94.34	$ 97.67
10 years	(daily)	$91.97	$95.22	$ 98.58	$102.06
18 years	(daily)	$94.75	$98.09	$101.55	$105.13
"B" Run					
1-10 years	(daily)	$88.01	$ 91.12	$ 94.34	$ 97.67
10 years	(daily)	$103.11	$106.75	$110.52	$114.42
18 years	(daily)	$104.00	$107.67	$111.47	$115.40
Noon Preschool Run	(daily)	$25.82	$26.73	$27.67	$28.65
Field Trip Pay:	(hourly)	$15.16	$15.70	$16.25	$16.82

The IRESA Vocational Education bus run will be paid at the field trip rate. There will be no mileage paid. This rate will be paid for driving time to and from the Vocational Education site from Oscoda High School and the required sit time at the center awaiting the return run.

Meals:	Breakfast	6.00
	Lunch	7.00
	Supper	12.00

Additional 15 cents per/mile per/day for regular runs over 100 miles

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

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

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

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

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

APPENDIX A – WAGES

(For employees hired and/or rehired after June 30th, 1998)

Salary Schedules

Classification			2023-2024 (5%)	2024-2025 (3.53%)	2025 2026(3.53%)	2026-2027 (3.53%)
Custodial:						
(0-2 years)	(hourly)		$14.91	$15.44	$15.99	$16.55
Step #2 (3-5 years)	(hourly)		$17.13	$17.73	$18.36	$19.01
Dietary:						
Step #1 (0-4 years)	(hourly)		$12.40	$12.84	$13.29	$13.76
Step #2 (5- 8 years)	(hourly)		$13.28	$13.75	$14.24	$14.74
Step #3 (9+ years)	(hourly)		$14.24	$14.74	$15.26	$15.80
Shift Premium:	2nd Shift	(hourly)		0.37		
	3rd Shift	(hourly)		0.56		
Paraprofessional:						
Step #1 (0-5 years)	(hourly)		$12.46	$12.90	$13.36	$13.83
Step #2 (6-8 years)	(hourly)		$13.79	$14.28	$14.78	$15.30
Step #3 (9+ years)	(hourly)		$15.12	$15.65	$16.20	$16.77
Transportation:						
"A" Run	(daily)		$84.51	$87.49	$ 90.58	$ 93.78
"B" Run	(daily)		$95.59	$98.96	$102.45	$106.07
Noon Preschool Run	(daily)		$25.83	$26.74	$ 27.68	$ 28.66
Field Trip Pay:	(hourly)		$15.16	$15.70	$ 16.25	$ 16.82

The IRESA Vocational Education run will be paid at the field trip rate. There will be no mileage paid. This rate will be paid for driving time to and from the Vocational Education site from Oscoda High School and the required sit time at the center awaiting the return run.

Meals:	Breakfast	6.00
	Lunch	7.00
	Supper	12.00

Additional 15 cents per/mile per/day for regular runs over 100 miles.

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

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

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

Appendix B

Grievance Report Form

Grievance #: _____ Date Filed: _____
Grievant: _____ Classification: _____
Building: _____ Supervisor: _____

Step #1

Date When Cause of Grievance Occurred: _____
Statement of Grievance: _____

Resolution Sought: _____

Grievant's Signature: _____ Date: _____
Received By: _____ Date: _____
Disposition of Immediate Supervisor: _____

Immediate Supervisor Signature: _____ Date: _____
Received By: _____ Date: _____
Position of Grievant and/or Union:

_____ Grievance Resolved (cc: Employer, Union, and Grievant)
_____ Grievance Taken to Step #2 (cc: Union President)

Grievant's Signature: _____ Date: _____
Steward's Signature: _____ Date: _____

Step #2

Received By: _____ Date: _____
Disposition of Superintendent of Schools: _____

Superintendent's Signature: _____ Date: _____
Received By: _____ Date: _____
Position of Grievant and/or Union:

_____ Grievance Resolved (cc: Employer, Union, and Grievant)
_____ Grievance Taken to Step #3 (cc: Council 25 Representative)

Grievant's Signature: _____ Date: _____
President's Signature: _____ Date: _____

Step #3

Disposition of Appeals Board Issued: _____
Employer's Signature: _____ Date: _____
Position of Grievant and/or Union:

_____ Grievance Resolve (cc: Employer, Union, and Grievant)
_____ Grievance Taken To Step #4 (cc: Arbitrator)

Grievant's Signature: _____ Date: _____
Union's Signature: _____ Date: _____

APPENDIX C

The following list of employees are those who occupied the eight (8) hour positions referenced in Article 11(A) of the 2016-2018 master agreement as of April 2nd, 2001. It is hereby agreed, as anyone (1) of these employees severs her employment, transfers outside of the Paraprofessional classification (including positions outside of the bargaining unit), the number of positions the district is required to maintain before it can establish part-time positions will be reduced accordingly:

1. Patricia J. Collins
2. Judith J. Leveille

APPENDIX D

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

	2023-2024 (5%)	2024-2025 (3.53%)	2025-2026 (3.53%)	2026-2027 (3.53%)
1. Hurlburt, Deke	$18.62	$19.28	$17.96	$20.66
2. Hurlburt, Lloyd	$18.41	$19.06	$19.73	$20.42

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

Re: Hourly pay differential for select paraprofessional employees.

The parties agree and acknowledge as follows:

1. The COVID 19 pandemic and changing conditions in education in general has prompted consideration by the district of the expansion of the role of certain paraprofessionals within the bargaining unit. The expansion will include providing substitute teacher services when the district determines the need. The State of Michigan Rules and Regulations regulate the conditions under which certain substitute permits can be sought and the necessary qualifications. These same rules and regulations establish that the permit if authorized, belongs to and is in control of the district and not the named paraprofessionals for which the permit was sought.

2. The substitute teaching duties assigned pursuant to this letter of agreement are not bargaining unit work. The individual paraprofessionals selected will be determined by the district and does not constitute a vacancy under the terms of the master agreement. Paraprofessionals selected may be assigned to substitute teacher services for the entire day or portion of a day. If the paraprofessional is assigned to a substitute teaching assignment, the professional's normal daily duties as a paraprofessional will be addressed in a manner determined by the district which may include foregoing those duties.

3. The district will determine the number of paraprofessionals to receive the hourly pay differential and whether to use other substitute sources outside of this letter of agreement before assigning paraprofessionals under this letter of agreement. Once authorized, the paraprofessional will receive the hourly pay differential for all hours assigned on a given day whether as a paraprofessional or substitute teacher and will include pay on paid days off regardless of the origin of that time off (i.e. paid sick leave, Act of God days, personal business, paid holidays, etc.). The hourly pay differential is factored based upon the difference between the paraprofessionals regular hourly rate under the master agreement and the hourly rate paid to substitute teachers established by the district.

4. Once a paraprofessional agrees to accept substitute teacher assignments under this letter of agreement, the paraprofessional may not decline these assignments. The determination of which of the paraprofessionals being selected on a given day to substitute teaching assignments rests with the district. Any paraprofessional not wanting to continue the any assignments under this letter of agreement must provide at least thirty (30) calendar days advanced written notice to the Superintendent of the intent to discontinue participation after which time the differential will be discontinued.

5. In the exercise of the foregoing, it is understood that the hourly pay differential will not place any of the selected paraprofessionals in a priority status for purposes of the implementation of the master agreement provisions such as the filling of vacancies and layoff/recall of paraprofessionals who are not selected for participation under this letter of agreement as substitute teachers. Furthermore, as paraprofessional vacancies are posted, the qualifications needed to receive the pay differential will not be required or be listed as preferred qualifications. The payment of this hourly pay differential will be in addition to the wages and benefits set forth in the master agreement for paraprofessionals.

6. The provisions of Sections 1-4 of this letter of agreement are not subject to the grievance procedure.

7. This letter of agreement constitutes the entire understanding of the parties and shall not be deemed precedent setting.

8. This letter of agreement will become effective prospectively upon execution by the parties and shall remain in effect until terminated by the district.

5/13/2024 5/16/24

For the Board Date For Local 1545 Date

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

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

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

1. The parties have reviewed the provisions of Article 18(A) and (B) (Paid Leave Time) and Article 19 (Vacation) and have confirmed that for eligible employees as defined in the Act, that the total paid hours afforded to be off currently in the master agreement exceeds to the requirements of the Act and that the present system of front-loading paid time off at the start of the year is compliant with Section 3(3) of the Act.

2. The parties recognize the Act only applies to the first 40 hours earned in a benefit year (July 1 to June 30). This letter of agreement and the Act in no way regulates or expands upon any conditions set forth in the master agreement after the first 40 hours requested by an eligible employee in a benefit year. This letter of agreement and master agreement also do not afford the ability of the employee to request unpaid time off for purposes covered by the Act in lieu of the employees available accumulated paid time (personal business or sick leave).

3. The parties further recognize the Act acknowledges a variety of forms of paid time off (existing sick leave, personal business and where applicable, vacation time) as being among the time that can be used to comply with the Act's provisions.

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

   As such and by way of example, for the first 40 hours of paid time requested in a benefit year, eligible employees are advised that where paid time off is required to be authorized under Section 5 of the Act for a covered family members physical or mental illness and that family members is not listed in Article 18(A)(8)(b), that the employee may be required to use available personal business time before being afforded the right to use any accumulated sick time under Article 18.

4. The parties agree and acknowledge that where the paid time off required to be granted to eligible employees under the Act for the first 40 hours in a benefit year has been exhausted, that it will not require the district to afford unpaid time off or further time off with pay unless specifically authorized in Article 18(A) and (B) and Article 19.

5. Given there is a rebuttable presumption of compliance under Section 3(5) of the Act, the parties agree that any dispute involving the application of the Act is not subject to review through the

grievance procedure and may be appealed to the procedures established by the Michigan Department of Licensing and Regulatory Affairs. This section will not preclude local discussions relating to compliance outside of the grievance procedure.

6. This letter of agreement and the benefits afforded by the Act will terminate if the Act is repealed. If the Act is amended, the district's operating procedures will be adjusted accordingly.

7. Any alleged violation of this addendum is not subject to the grievance procedure but may be addressed at the employees' option to the Superintendent's Office in writing explaining in full detail the dates and nature of the alleged violation. The complaint must be filed within six (6) months of the alleged infraction. The complaint will be reviewed by the Superintendent or his/her designee.

5/13/2024

For the Board Date

5 16 24

For Local 1545 Date

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

Re: Hourly pay differential for "Registered Behavioral Technician" status.

The parties agree and acknowledge as follows:

1. The district has been advised that it cannot continue to provide services for certain students through outside sources.

2. The district is acknowledged as having the right to establish qualifications for bargaining unit personnel. In addition, in the service area at issue, the State of Michigan requires an employee to be a "Registered Behavioral Technician" prior to being assigned to service qualified students.

3. The district will first seek volunteers from the paraprofessional classification for the "initial" training and in the future should more professionals be needed, volunteers will be sought. In the absence of a sufficient number of volunteers, the district reserves the right to assign a paraprofessional to complete the training and testing to become a "Registered Behavioral Technician."

4. The district will assume any costs for the training and testing. This includes any mandated "retraining." The paraprofessionals will be paid at their regular hourly rate of pay for time spent in training and testing.

5. As vacancies occur in the future when outside employees are hired or a paraprofessional is eligible for recall, the district also reserves the right to require the training and testing. If required of candidates within the bargaining unit, the trial period in Article 15, Section C will not be applied.

6. Once trained and for only those hours the paraprofessional is assigned to work one-on-one with a qualified student as directed under the student's Individual Educational Plan (IEP), the paraprofessional will receive an additional $2.00 per hour. Given the nature of the disability in some instances, it is understood and acknowledged that there may be multiple paraprofessionals assigned in rotation throughout each day to a qualified student.

7. For purposes of Article 10 (Layoff and Recall), no paraprofessional who has completed the training and is assigned to work with a child can be displaced by a paraprofessional who is not trained and tested successfully.

8. All paid time (i.e., sick time, personal business, holidays, etc.) off under the master agreement will be based upon the regular paraprofessional hourly rate of pay.

9. This constitutes the entire understanding of the parties.

10. This letter of agreement will become effective upon execution by the parties below.

5/13/2024

For the Board Date

4 16 24

For Local 1545 Date

Letter of Agreement

between the

Oscoda Area Schols Board of Education

and the

Local 1545 AFSCME Council 25

Re: Section 27L of the 2023-2024 State Aid Act

The parties agree and acknowledge as follows:

1. In February of 2024, the district received information indicating that Section 27L contained $63,800,000 statewide to increase "educator" pay. The amount for Oscoda was reflected as $54,595.44 before any employer or employee tax withholdings.

   According to the Michigan Department of Education, these funds could be used to cover the costs of an existing "teacher" contract at the option of the district. The Michigan Department of Education (MDE) has also indicated that the funds are primarily intended for "educators" which could include classroom teachers and other select positions. By way of example, the MDE interpretation if applied only to the teacher bargaining unit would mean $704.38 (before taxes are withheld) to each teacher bargaining unit member.

2. While "non-exempt" (hourly) personnel are not covered by Section 27L, it is the district's intention to convey $704.38 to each bargaining unit member employed on May 13, 2024. Appropriate taxes will be withheld. There will be no Michigan Public School Employee Retirement System program withholding or employer remissions made for employees.

3. The funds will be distributed by separate check.

4. This payment is only for the 2023-2024 contact year and will not be deemed precedent setting.

5. If there are any disputes regarding the implementation of this Letter of Agreement, they will be addressed to the Superintendent and Local 1545 President and are not subject to the grievance procedure.

5/13/2024 4/16/24

For the Board Date For Local 1545 Date