

Oakridge Education Association
Proposal
August 24, 2017 11:35 am

AGREEMENT

between the

OAKRIDGE PUBLIC SCHOOLS

BOARD OF EDUCATION

and the

OAKRIDGE EDUCATION ASSOCIATION

Oakridge Public Schools
Muskegon, Michigan

~~May 26, 2015—June 30, 2017~~
July 1, 2017 – June 30, 2020

Association reserves the right to add or amend to this proposal.

ARTICLE 4 - Grievance Procedure

Section 4.1

Definitions:

- (a) A "grievance" is an alleged violation of the expressed provisions of this Agreement **and/or Board policy**.
- (b) The "aggrieved person" is the employee or employees making the claim.
- (c) The term "employee" includes any individual, group of employees who are members of the bargaining unit covered by this Agreement, or the Association.
- (d) A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- (e) The term "days" for this Article shall exclude Saturdays, Sundays, holidays and days when the District does not normally conduct business.

ARTICLE 6 - Teaching Loads

Section 6.1

Each teacher in the Middle School and Senior High School will be normally scheduled for the equivalent of five preparation periods per week. If a teacher at any grade level is regularly assigned a class during his/her preparation period, he/she will be compensated at the correct percentage of his/her base salary.

A teacher requested on a temporary basis to take a class during his/her regular preparation period will be compensated at ~~\$24.00~~ **\$30.00** per period. No payment will be made for assignment of a class or study hall in place of a regularly scheduled class.

ARTICLE 7 - Teaching Conditions

- (d) Where more than one placement is possible to fulfill the terms of a student's IEP, ~~reasonable effort shall be made to~~ **administration will** equalize the distribution of special education pupils within grades or classes at an elementary or secondary facility.

- (e) In grades K-12, when there are four or more (4) students with IEPs in a regular education classroom and the regular education teacher is required to implement specific accommodations under the terms of those IEPs, a meeting with an administrator and the special education teacher(s) will be held within thirty (30) days of the request of that regular education teacher to assess the implementation of the IEPs and to ~~consider~~ **provide** support that ~~may~~ **shall** be extended to the regular education teacher in furtherance of that purpose.

ARTICLE 15 - Compensation

Section 15.1 Salary

- (a) The salary schedules are attached as Schedule A. **(New Schedule A)**

~~If the Board of Education adopts an original budget, amended budget, or the District's Audits for the 2015-16 or 2016-17 school years show a fund equity equal to or greater than 10%, Schedule A and Schedule B will increase by 1% effective immediately and prospectively.~~

2014-15 School Year

~~Lateral column advancement based on academic attainment shall be awarded. Employees shall be paid on the 2013-14 Schedule A. Employees shall be placed on the new 2014-15 Schedule A at the corresponding step and lane at the lowest increase over their current salary. This is only to set a placement for step and lane and is not the salary for 2014-15. A bargaining unit member that retires from the District by June 30, 2015 will receive an off-schedule payment equal to 1.5% of their Schedule A salary.~~

2015-16 2017-18 School Year

Step level advancement and lateral column advancement based on academic attainment shall be awarded for the 2015-16 **2017-18** school year.
Schedule A will increase by 2%.

2016-17 2018-19 School Year

Step level advancement and lateral column advancement based on academic attainment shall be awarded for the 2016-17 **2018-19** school year.
Schedule A will increase by 1.5%.

2019-20 School Year

Step level advancement and lateral column advancement based on academic attainment shall be awarded for the 2019-20 school year. Parties will meet in April, 2019 for a re-opener to determine a wage increase for the 2019-20 school year.

- (b) Extra Duty Compensation is set forth in Schedule B.
- (c) The school calendar(s) covered by this contract are attached as Schedule C.
- (d) Per diem shall be defined as the employee's annual salary, including any extra classes, but excluding any extra duty compensation, divided by the number of employee working days provided in the calendar for that year.

Section 15.6 Schedule B

Any and all positions regarding extra-curricular activities, including but not limited to coaching positions and other non-tenure assignments, **held by non-bargaining unit members** shall be declared vacant annually. Within 45 days after the end of the coaching season, or the conclusion of the extra-curricular assignment, the coach or person holding said assignment shall be notified as to his/her reappointment for the ensuing season assignment. The Board shall make the determination whether or not to appoint any individual to a coaching or other extra-curricular assignment. These are yearly appointments. If there are no bargaining unit members qualified for the job, or if bargaining unit members who apply are not qualified for the job, the position will be filled at the sole discretion of the Board.

Section 15.7 Any teacher ~~who is at the top of any degree column of the salary schedule, not including longevity,~~ **with fifteen (15) or more years of service to upon retirement from the Oakridge School District** shall be entitled to the following rate of reimbursement for accumulated sick days **upon termination from the District.**

First 150 days (1 - 150)	\$ 9.50 per day
Next 50 days (151 - 200)	\$13.00 per day
Next 50 or more days (201 plus)	\$17.00 per day

A bargaining unit employee with fifteen (15) or more years of service to the District who provides notice of his or her termination on or before April 1 shall receive \$13.00 per day for accumulated sick days upon termination from the District. Any employee who has accumulated more than 200 accumulated sick days under Section 11.2(a) will maintain the \$17.00 per day payout for accumulated sick days over 200 upon termination.

In the event of the teacher's death while still in the employ of the District, accrued monies shall be paid to the teacher's spouse or designated beneficiary.

~~Reimbursement under this provision will be limited to 115 days unless the employee retires with ten (10) or more years of service with the District.~~

ARTICLE 16 - Fringe Benefits

Section 16.1 The Board shall provide to the employee who works full time the following MESSA insurance for a full twelve (12) month period for the employee and his/her entire family and any other eligible dependents, as defined by MESSA. The employer shall sign an Employee participation agreement.

Effective ~~July 1, 2015~~ **upon ratification by both parties.**

Plan A coverage will be as stated below; however, effective ~~July 1, 2015~~ **upon ratification by both parties**, the District shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to ~~\$5,992.30~~ **\$6,344.80** times the number of employees with single person coverage, ~~\$12,531.75~~ **\$13,268.93** times the number of employees with two person coverage, plus ~~\$16,342.66~~ **\$17,304.02** times the number of employees with family coverage, for a medical benefit plan coverage year. Employees taking Plan A health insurance coverage will contribute any remaining amount through payroll deduction.

By October 1 of each year, the District shall adjust the ~~maximum~~ payment the District will pay for each coverage category for medical benefit plan coverage years beginning on ~~or after~~ January 1 of the succeeding calendar year, based on **the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.** ~~the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics. If Michigan law legislates a change in the above "hard cap" amounts, the District shall adjust the "hard cap" amounts to align with the law.~~

Plan A

Employees may choose from any of the four (4) MESSA medical plans listed below:

- ABC Plan 1; \$1,300/\$2,600 In-network deductible; Saver Rx with mail order prescription rider
- ABC Plan 2; \$2,000/\$4,000 In-network deductible; 20% Coinsurance; Saver Rx
- Choices 2; \$500/\$1,000 In-network deductible; \$20/\$25/\$50 – OV/UC/ER; Saver Rx with mail order prescription rider
- Choices 2; \$1,000/\$2,000 In-network deductible; \$20/\$25/\$50 – OV/UC/ER; 20% Coinsurance; Saver Rx with mail order prescription rider

MESSA ABC Plan 1 health care plan. ABC Plan HSA Funding

Each employee selecting one of the ABC Plans listed above the District will fund employee's individual HSA Health Equity account in the amount equal to the deductible for the medical plan. **The district will deposit 50% of this amount** on the first business day on or after January 1 of each calendar year. **The district will then deposit the remaining 50% on the first business day on or after July 1 of each calendar year.** The parties understand that in the event the minimum deductible necessary for the medical plan to comply with HSA eligibility is increased beyond the current deductible level in the MESSA ABC Plan I, the deductible will automatically adjust to meet the federal minimum requirement ~~on the next January 1.~~

Employee's premium contribution will be payroll deducted, in equal amounts from employee's paycheck through a qualified Section 125 Plan, and as such, will not be subject to withholding. The Employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's Health Savings Account (HSA) administered through Health Equity.

Teachers may contribute, through payroll deduction and electronic transfer, additional money towards their Health Savings Account (HSA) up to the maximum amount allowed by Federal law.

OR

~~MESSA Choices II with a \$10/\$40 Saver Rx prescription co-pay, \$200/\$400 (in network deductible), \$20 office co-pay based on employee status (single, two-person, family).~~

New employees electing Plan A or employees switching to Plan A shall enroll in **one of the Choices 2 H plans**. Such employees may only elect to switch to the MESSA ABC Plan 1 **or ABC Plan 2** health care plans effective on January 1 of a calendar year.

At the Association's request, the Board shall make adjustments to the current MESSA insurance plan, provided there is no increase in cost to the District.

Plan A includes the following fully paid by the Board:

Delta Dental Plan (with COB) (~~80~~ **100**/80/80/80-1300); Sealant Rider
Negotiated Life - \$30,000 **\$45,000** AD & D and WOP
Vision (with COB) - VSP-3 Plus
LTD (66 2/3%; \$5,000 monthly maximum benefit; 60 day CDMF; no COLA) (**Change from "Family" to "Primary" for social security offset**)

Full time employees not electing MESSA-PAK Plan A will select MESSA-PAK Plan B.

Plan B

The Employer will provide employees not electing health insurance the following fully paid by the Board:

Delta Dental Plan (with COB) E/007 (~~80~~ **100**/80/80/1300); Sealant Rider
Negotiated Life - \$30,000 **\$45,000** AD & D and WOP
Vision (with COB) - VSP-3 Plus
LTD (66 2/3%; \$5,000 monthly maximum benefit; 60 day CDMF; no COLA) (**Change from "Family" to "Primary" for social security offset**)

In addition, those selecting Plan B will receive \$175.00 per month.

Employees electing the MESSA Pak B must provide the Employer, each year and during open enrollment, annual proof of minimum essential coverage through another employer/provider. This paragraph will not be enforced if no longer required by law.

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification and shall continue in effect until June 30, ~~2017~~ **2020**. While negotiations on a new Agreement are in process, this Agreement will remain in full force and effect (subject to legal constraints including PA 54 of 2011) until superseded by the new Agreement, unless terminated by written notice given to the other party ten days prior to the date of proposed termination, which may be any date on or after June 30, ~~2017~~ **2020**.

Signed this ~~26th~~ _____ day of ~~May, 2015~~ _____.

SCHEDULE B

Change Schedule B from set dollar amounts to a percentage of the base and include longevity. This can be settled later with a Letter of Agreement provided both parties agree the LOA will be retroactive to the start of the 2017-18 school year.

Proposed Schedule A

(Prior to adding percentage increase)

2017-18 Schedule A

SCHEDULE A STEP	INDEX	BA	MA	MA + 30
(Base) 1	1.000	38,380	41,410	42,420
2	1.020	39,148	42,238	43,268
3	1.040	39,915	43,066	44,117
4	1.060	40,683	43,895	44,965
<u>5</u>	1.080	41,450	44,723	45,814
6	1.160	44,521	48,036	49,207
7	1.190	45,672	49,278	50,480
8	1.220	46,824	50,520	51,752
9	1.250	47,975	51,763	53,025
10	1.280	49,126	53,005	54,298
11	1.310	50,278	54,247	55,570
12	1.340	51,429	55,489	56,843
13	1.370	52,581	56,732	58,115
14	1.400	53,732	57,974	59,388
15	1.430	54,883	59,216	60,661
16	1.455	55,843	60,252	61,721
17	1.480	56,802	61,287	62,782
18	1.505	57,762	62,322	63,842
19	1.530	58,721	63,357	64,903
20	1.555	59,681	64,393	65,963
21	1.580	60,640	65,428	67,024
22	1.600	61,408	66,256	67,872
23	1.620	62,176	67,084	68,720
24	1.640	62,943	67,912	69,569
25	1.660	63,711	68,741	70,417
26	1.680	64,478	69,569	71,266
27	1.700	65,246	70,397	72,114
28	1.720	66,014	71,225	72,962
29	1.740	66,781	72,053	73,811
30	1.760	67,549	72,882	74,659

Teachers who are new to the Oakridge District may be allowed credit for experience in other districts at the option of the Board of Education.

Schedule A - 2016-17

[reflects 1% increase]

		BA	MA	MA + 30
Step	Index	\$38,380	\$41,410	\$42,420
(base) 1	1	\$38,380	\$41,410	\$42,420
2	1.02	\$39,148	\$42,238	\$43,268
3	1.04	\$39,915	\$43,066	\$44,117
4	1.06	\$40,683	\$43,895	\$44,965
5	1.08	\$41,450	\$44,723	\$45,814
6	1.16	\$44,521	\$48,036	\$49,207
7	1.185	\$45,480	\$49,071	\$50,268
8	1.21	\$46,440	\$50,106	\$51,328
9	1.235	\$47,399	\$51,141	\$52,389
10	1.26	\$48,359	\$52,177	\$53,449
11	1.285	\$49,318	\$53,212	\$54,510
12	1.31	\$50,278	\$54,247	\$55,570
13	1.335	\$51,237	\$55,282	\$56,631
14	1.36	\$52,197	\$56,318	\$57,691
15	1.385	\$53,156	\$57,353	\$58,752
16	1.41	\$54,116	\$58,388	\$59,812
17	1.435	\$55,075	\$59,423	\$60,873
18	1.46	\$56,035	\$60,459	\$61,933
19	1.485	\$56,994	\$61,494	\$62,994
20	1.51	\$57,954	\$62,529	\$64,054
21	1.535	\$58,913	\$63,564	\$65,115
22	1.56	\$59,873	\$64,600	\$66,175
23	1.585	\$60,832	\$65,635	\$67,236
24	1.61	\$61,792	\$66,670	\$68,296
25	1.635	\$62,751	\$67,705	\$69,357
26	1.66	\$63,711	\$68,741	\$70,417
27	1.685	\$64,670	\$69,776	\$71,478
28	1.71	\$65,630	\$70,811	\$72,538
29	1.735	\$66,589	\$71,846	\$73,599
30	1.76	\$67,549	\$72,882	\$74,659

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