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6/30/2000

*Oak Park Schools*

**AGREEMENT BETWEEN**

**THE**

**OAK PARK BOARD OF EDUCATION**

**AND**

**LOCAL #1528A - COUNCIL 25**

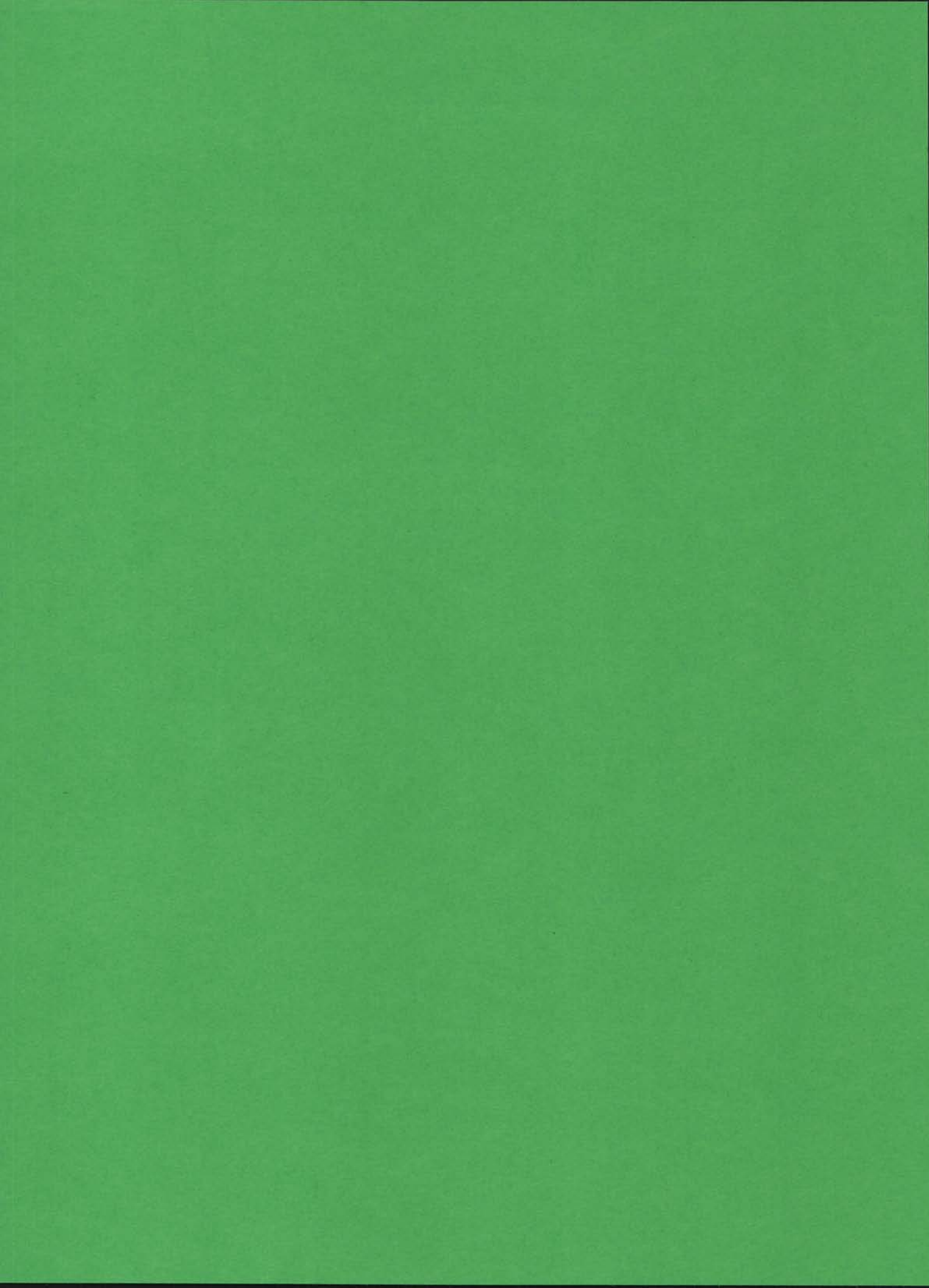
**AMERICAN FEDERATION OF**

**STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES**

**1997-2000**

LABOR AND INDUSTRIAL  
 RELATIONS COLLECTION  
 Michigan State University



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The Oak Park School District is an equal opportunity employer and complies with all laws prohibiting discrimination on the basis of race, color, age, sex national origin, religion, citizenship, handicap, height, weight, marital status



## AGREEMENT

This Agreement is made and entered into this 10th day of November, 1997, by and between the BOARD OF EDUCATION OF THE OAK PARK SCHOOL DISTRICT, hereinafter called "Board", and LOCAL #1528A COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union".

### ARTICLE I

#### RECOGNITION

Section 1. The Board recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all full time employees in the Building Trades, Mechanic, High School Engineer, Middle School/Canton Center Engineer, Head Custodian, Special Courier, Custodian, Bus Driver/Custodian and Groundskeeper classifications, excluding all administrators, supervisors, professionally certified or licensed personnel, cooks and other food services or cafeteria personnel, secretarial and other office personnel, paraprofessionals, aides, substitutes, temporary or casual personnel, and all other employees.

Section 2. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this Agreement.

Section 3. Except as otherwise expressly provided by the terms of this Agreement or by law, the determination and administration of policy, the operation of the schools and the direction of the maintenance and custodial staff are vested exclusively in the Board or in the Superintendent as delegated by the Board.

Section 4. The term employees as used in this Agreement shall refer to all employees covered by the bargaining unit.

Section 5. All terms of this Agreement shall be administered with the fact and knowledge that Human Beings are being employed with the rights of Human Beings in this Agreement, in law and morality, and to be treated in such a way as to connote this fact of reality.

## ARTICLE II

### BOARD RIGHTS AND RESPONSIBILITIES

Section 1. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, without limiting the generality of the foregoing, the right

- a. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- b. To hire all employees and subject to the provisions of law, to determine their qualifications.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE III

### UNION SECURITY

Section 1. Within thirty (30) calendar days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of Union dues and assessments.

Section 2. Any member of the bargaining unit who has not joined the Union during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.

Section 3.

- a. In the event that a member of the bargaining unit does not join the Union or pay the required service fee by the thirtieth (30) calendar day as required, the employee shall be terminated. The Personnel Office shall institute the necessary procedures for termination provided the Union has complied with the following:
- b. The Union will give written notice to the employer stating that the employee has not fulfilled their obligation by the required date, or ten (10) working days thereafter, and that a request for termination is being made to the Board. The request for termination shall state that such request is in conformance with the provisions of this article, that the employee has not complied with his/her obligations and that it is an official request of the Union.
- c. The Board agrees to provide the Union President or designee with information relating to new hires, rehires, transfers, layoffs, and terminations concurrent with Personnel Actions approved by the Board of Education.

Section 4. Any member of the bargaining unit elected as a representative to an International, State, or District meeting of the Union, which requires their absence from duty, may be granted the necessary time off to attend such meetings, consistent with the provisions of Article XII, Section 2(h).

Section 5. As a condition of the effectiveness of this Article, the Union agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.



## ARTICLE IV

### CHECK OFF

Section 1. The Board will deduct from the pay of each employee covered by this Agreement all current Union membership dues or service charges, except initiation fees and assessments, provided that at the time of such deduction there is in the possession of the Board a current written assignment, executed by the employee, in the form and according to the terms of the authorization form.

Section 2. The Union shall notify the Board in writing of any membership dues or service charges certified by the Union as the uniform dues or service charges required of the bargaining unit members and the Board will act in accordance with the written certification.

Section 3. The Board will deduct current membership dues or service charges from the pay of employees for the second pay period in the calendar month. If the employee has no pay coming for the second pay period or if such pay period is the first pay of a new employee such dues or service charges shall be deducted from the employees pay in immediately subsequent pay periods ending in the calendar month. The initial deduction from the pay of an employee signing a new written authorization shall be from the second pay period following the date of authorization.

Section 4. The Board will deduct from the pay of employees in any month only the membership dues or service charges becoming due and payable in such month.

Section 5. All sums deducted by the Board shall be remitted to the financial secretary of the Union not later than the last day of the calendar month in which such deductions are made. The Board shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and, if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which membership dues or service charges are normally deducted after the error has been called to its attention by the employee or the Union. If the Board in error makes an overpayment to the Union, the Board will deduct that amount from its next check.

Section 6. Local #1528A, Council #25, AFSCME, AFL-CIO shall indemnify and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of any action taken or omitted by the Board for the purpose of complying with the provisions of this Article.

## ARTICLE V

### STRIKE PROHIBITION

During the term of this agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, of stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.

## ARTICLE VI

### GRIEVANCE PROCEDURE

Section 1. A grievance is a complaint by a member of the bargaining unit or the Union alleging the violation of a specific article or section of this Agreement.

If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance and arbitration procedures.

Section 2. An individual employee may present his/her grievance and have such grievance adjusted without the intervention of the Union or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement.

Section 3. The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving alleged violations of a specific article or section of this Agreement.

Section 4. All grievances shall be presented in accordance with the following procedure:

STEP ONE: An employee claiming a grievance shall discuss the matter with the immediate supervisor within five (5) working days of the event upon which the grievance is based. Within five (5) working days after presentation of the grievance, the supervisor shall give an answer orally to the employee.

STEP TWO. If the grievance is not disposed of at Step One, the grievance may be submitted within five (5) working days after the supervisor's answer is communicated to the Supervisor of Physical Operations or designee on a written "Statement of Grievance" signed by the employee. A copy shall be given to the supervisor involved at the same time. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions, and shall indicate the relief requested.

The appropriate supervisor shall give the employee and/or the Union an answer in writing no later than five (5) working days after receipt of the written grievance.

STEP THREE: If the grievance is not resolved at Step Two, the decision may be appealed, in writing, to the Assistant Superintendent or designee, within five (5) working days after the date such decision was rendered.

The Executive Director of Human Resources or designee, shall render his decision, in writing, within five (5) working days after the receipt of the appeal. A copy of the decision shall be furnished to the grievant and to the Union.

STEP FOUR: If the grievance is not disposed of at Step Three, the decision of the Executive Director of Human Resources or designee, may be appealed, in writing, to the Superintendent within five (5) working days after the date such decision was rendered.

The Superintendent shall meet with the aggrieved employee and/or the Union within ten (10) working days after the date

the written appeal is filed. The Superintendent shall render a decision within ten (10) working days after the meeting. The decision of the Superintendent shall be communicated, in writing, to the grievant and to the Union.

STEP FIVE If the grievance remains unresolved at the conclusion of Step Four, the Union may submit the grievance to arbitration, provided written notice of the request for submission to arbitration is delivered to the Board within ten (10) working days after the date of the Step Four decision.

Following the written request for submission to arbitration, a representative of the Union and a representative of the Board shall attempt to select an arbitrator. If mutual selection of an arbitrator cannot be reached, the Union shall by the thirty-first (31st) working day after the date of the Step Four decision, file a Request for Arbitration with the American Arbitration Association. The arbitrator shall then be selected in accordance with the rules of the American Arbitration Association.

Section 5. The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establish the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn; provided, however, the time limits set forth herein may be extended by mutual agreement between the Board, or its representative, and the employee or the Union.

Section 6. It shall be the function of the arbitrator who shall be empowered, except as the powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. The arbitrator shall have no power to establish salary structures or change any salary.
- c. The arbitrator shall have no power to change any practice, policy, or rule of the Board nor to substitute

judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. The arbitrator's powers shall be limited to deciding whether the Board or its representatives have violated the express articles or sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

- d. The arbitrator shall have no power to decide any questions which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference conditioned by this Agreement.
- e. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- f. All grievances must be filed within five (5) working days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than five (5) working days prior to the time the alleged violation was to have occurred.
- g. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that may have been received from any source during the period of the back pay.

Section 7. If a grievance affects a group of employees or the bargaining unit as a whole, the Union may submit such grievance in writing directly to the Executive Director of Human Resources or designee, and the processing of such grievance shall be commenced at Step Three.

Section 8. Special conferences for important matters may be arranged between the Local President and the Executive Director of



Human Resources or a designated representative, as needed, at a time mutually agreeable to both parties. Additional meetings may be scheduled by mutual agreement. Such meetings shall include no more than two (2) representatives from both the Board of Education and the Local Union unless additional representation is mutually agreed upon by both parties.

Arrangements for Special Conferences shall be made in advance and shall include an agenda of matters to be discussed. Discussion shall be confined to those matters included in the agenda and may include other mutually agreed to items. Special conferences shall not be held during Union working hours.

## ARTICLE VII

### WORKING SCHEDULES AND CONDITIONS

Section 1. Except as provided for in Article VII, the work week for each full time Bus Driver/Custodian shall consist of five (5) eight hour days Monday to Friday inclusive. Eight consecutive hours of work within a ten (10) hour period within each twenty-four (24) hour period beginning at midnight shall constitute the regular work day exclusive of layover time which shall not exceed ninety (90) minutes. The field trip/sports bus driver work week shall consist of up to forty hours within a five (5) day period Monday-Friday inclusive, and shall not exceed eight (8) hours in any one day period (regular hours).

Section 2.

- a. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.
- b. Employees who are unable to report for work at the established time set forth by the district for their particular shift to begin, shall notify the Supervisor of Physical Operations or designee prior to their shift as follows:
  - i. Employees assigned to the FIRST SHIFT shall notify the Supervisor by 6:30 a.m.
  - ii. Employees assigned to the SECOND SHIFT shall notify the Supervisor by 12:00 noon.

- iii. Employees assigned to the THIRD SHIFT shall notify the Supervisor by 9:00 p.m.

Section 3. Except for emergency situations, over which the Board has no control, employees shall be notified five (5) working days prior to shift change.

Section 4. All employee's work schedules shall provide for two (2) fifteen (15) minute rest periods during each shift.

Section 5.

- a. When schools are closed because of inclement weather or other Acts of God, bargaining unit members are not required to work.

They will be compensated at the daily rate of pay for the first two days per school year. Additional school closing days will be deducted from the employee's leave day bank if they are unable to report for work due to severe weather conditions.

However, if schools are closed because of inclement weather or others Acts of God, A.M. Head Custodians, Maintenance Engineers, Building Tradesmen and any other employees deemed necessary by the immediate supervisor shall report to work and will be compensated at their daily rate of pay. They will also be given an equivalent amount of compensatory time off with pay based on the number of hours worked. Compensatory time off will be scheduled at the discretion of the immediate supervisor. If they are unable to report to work due to severe weather conditions, they shall be paid their daily rate of pay.

- b. If an employee is at work when a "Tornado Watch or Tornado Warning" is issued, the employee shall remain at work unless otherwise instructed by the Supervisor of Physical Operations or designee.

Section 6. All employees shall be granted a thirty (30) minute lunch period during each work shift. The lunch period shall be scheduled in the middle of each shift, whenever possible.

Section 7. The need for safety equipment for certain jobs will be examined by the Supervisor of Physical Operations. If it is determined that safety equipment is needed such equipment shall be provided.

Section 8. Any assault upon an employee while on duty or immediately preceding or following the employee's shift while the employee is on school property, and, in the course of the employee's employment, shall be immediately reported to the employee's immediate supervisor. In the event the employee requires legal consultation with respect to his or her rights incidental to the assault, legal counsel will be provided by or through the Board for that purpose. Civil authorities may be asked to intervene if deemed appropriate by the District or the employee.

When recommended by a physician, absences resulting from a confirmed school related assault will be considered as a work related injury. Any employee disabled or injured as a result of the assault shall receive such compensation and expenses as are prescribed by law.

Section 9. Summer bus runs shall be offered to drivers on a seniority basis.

Section 10. Assignment of bus drivers to scheduled field trips will be posted no later than the end of the second work day preceding the trip, whenever possible. This provision will not apply to assignments required by the unavailability of the assigned driver on the day of the trip.

Section 11. Except as provided for in Article VII, the Board reserves the right to employ one field trip/sports bus driver position. The field trip/sports driver will be guaranteed a minimum of two (2) hours per day.

This position will include insurance benefits as described in Article XV. Leave days and vacation days will not be accrued. Further this position will not be eligible for holiday pay. A review of this position will be mutually agreed upon.

Effective July 1, 1994, all current and laid off employees will be grand fathered from this position. Any grandfathered employee choosing to bid on this position, shall not be excluded from bidding on a full time position in the future.

## ARTICLE VIII

### VACANCIES, TRANSFERS, RECLASSIFICATIONS

#### Section 1.

- a. Job vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position, following the employer's decision to fill the vacancy on a permanent basis. Postings shall be placed in a conspicuous place in each building by the head custodian of each building. During holiday, winter and spring breaks job vacancies will be posted for a period of ten (10) days. A copy of the posting shall be sent to the Union president and individuals on vacation at the time of posting.
- b. Employees wishing to apply must do so in writing to the Executive Director of Human Resources or designee, within the posting period.
- c. The most senior applicant who meets the minimum requirements shall be granted a four week trial period.
- d. The employer shall only be required to post the original vacancy and the next succeeding vacancy caused as a direct result of the original posting. The second posting shall only be made following successful completion of the four- week trial period required by paragraph 1.c above. Succeeding openings shall be filled at the employer's discretion.

Section 2. When an employee makes application for a vacancy, the employee shall be notified in writing regarding the disposition of the application.

Section 3. Changes in existing work loads, existing job descriptions or the establishment of new job descriptions will be made only after consultation with the Union. When existing job descriptions are changed or new descriptions are established, they shall be posted prominently on bulletin boards.

## ARTICLE IX

### REDUCTION IN STAFF

Section 1. The authority for effecting all reductions in staff shall rest with the Board or its representatives in accordance with the terms of this Agreement.

Section 2. Seniority shall be on a District-Wide basis. The union president, and vice-president, and chief steward shall have the highest seniority ranking during a layoff, as long as they have the ability to perform the remaining work. This seniority status does not protect a union officer from the bumping procedure so long as the bump does not create a layoff of the officer. Layoff shall be by lowest seniority employees in affected classifications provided they meet the minimum qualifications.

Section 3. Procedure for Layoff.

- a. Probationary employees shall be laid off first unless there are no seniority employees qualified to perform the work of their position. Probationary positions shall be posted for filling during the twenty (20) working day notice period to determine qualifications.
- b. The Board shall inquire as to whether there are any employees within affected classifications willing to take a voluntary layoff. If there are such employees, they shall be the first employees to be laid off. Seniority and recall rights will be maintained while on voluntary layoff.
- c. If it becomes necessary to reduce additional positions, the least senior employee in the classification or subclassification being reduced shall have the right to bump the least senior employee in the same or next lowest classification over which he or she has greater seniority and for whose position he or she is qualified. In the event that more than one (1) position is reduced, the least senior affected employee shall bump according to the above, and so forth, until the list of affected employees is exhausted. Employees unable to bump according to this procedure shall be laid off.
- d. Qualifications shall be determined on the last work day prior to the effective date of the layoff; e.g., if an employee successfully obtains bus driver certification on or before his or her last date of work in the



classification being reduced, he or she will be considered to have met that requirement for a bus driver position.

- e. Subsequent to July 1, 1993, any employee bumped from their position but not laid off shall be given a priority for the first opening that may occur in the classification from which they were bumped. If the employee refuses such opening they forfeit any future priority over that position.

Section 3. Employees on layoff shall retain their seniority for purposes of recall for a period of twenty-four (24) months or the length of their seniority, whichever is greater.

Section 4. Employees laid off through the procedure as stated in this Article shall be maintained on a recall list and shall be recalled in reverse order of layoff.

Section 5. Notice of recall shall be sent to the employee at the last known address by certified mail, return receipt requested. If an employee fails to notify the employer of his/her intent to return to work within five (5) working days from the date of receipt of the recall notice, he/she shall be considered as having quit.

Section 6. Each employee is responsible for keeping the employer advised, in writing, of any change or address and will not be excused for failure to report for work on recall if the employee fails to receive recall notice because of failure to advise the employer in writing of a change of address.

Section 7. The Board shall have no obligation to recall probationary employees who may be laid off.

Section 8. Should an employee be offered a position for which the employee is qualified and refuses such appointment, the employee will lose the right to remain on the seniority recall list and shall be considered to have quit.

Section 9. The Board shall give a twenty (20) working day notice to the employee and the Union prior to layoff of an employee.

## ARTICLE X

### SENIORITY

Section 1. An employee shall acquire seniority after completing a probationary period of sixty (60) days to work.

- a. The seniority date shall be the last date of hire. Seniority shall be on a District wide basis.
- b. Effective July 1, 1993 individuals with the same hire date shall be placed on the seniority list in alphabetical order. Name changes shall not affect seniority.

Section 2. During the probationary period the employee shall be evaluated by the immediate supervisor a minimum of two (2) times. Such evaluation shall be submitted in writing to the Personnel Office after discussion with the employee and after the employee has signed the evaluation stating that he/she read and understands the evaluation. The employee may respond to the evaluation in writing within three (3) work days after the discussion. Such response shall be attached to the original evaluation when submitted to the Personnel Office.

Section 3. Seniority shall be lost and an employee shall be removed from the payroll and seniority list for the following reasons:

- a. If an employee quits or retires.
- b. If an employee is absent from work without notice, except for circumstances beyond the control of the employee.
- c. If it is determined that the employee deliberately falsified his/her employment application for the purpose of gaining an advantage or benefit that would not be otherwise merited.
- d. If an employee is discharged for disciplinary reasons as defined in Article XI.
- e. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.

- f. The employee does not notify the Board of his/her desire to return to work prior to thirty (30) calendar days of the expiration of leave of absence.
- g. Abuse of Worker's Compensation Act.
- h. Factors listed in (a-g) are not necessarily meant to exclude all possible causes for loss of seniority.

Section 4. Seniority shall not be granted for any period an employee is on leave of absence for more than one year.

Section 5. An employee's seniority shall entitle the employee only to such rights as are expressly provided in this Agreement.

## ARTICLE XI

### DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action or measures shall generally include the following:

- a. Informal oral reprimand
- b. Formal oral reprimand (notation of date only placed in employee's personnel file).
- c. Written reprimand
- d. Suspension (notice to be given in writing).
- e. Discharge

Section 2. Disciplinary action may be initiated at any of the above steps depending upon the seriousness of the infraction as determined by the Board or its designated representative.

Section 3. In cases of disciplinary action other than Informal Oral Reprimand, the employee and the Union will be notified, in writing, and a copy shall be placed in the employee's personnel file.

Section 4. The employee shall have the right to be represented by the Area Steward or Union Representative at the time disciplinary action is imposed, provided, however, that the Area Steward or Union Representative shall be given the opportunity to be present

when the disciplinary action is imposed whether or not the employee requests such representation.

Section 5. If the Board feels that disciplinary measures may include the discharge of an employee, the employee(s) involved will be suspended for five (5) working days. The employee and the Union will be notified, in writing, that the employee has been suspended and is subject to discharge.

Section 6. If it becomes necessary to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 7. Any employee found to be unjustly suspended or discharged shall be reinstated with back wages and with full restoration of all other rights and conditions of employment. Back wages shall be subject to Article VI, Section 6, f and g.

Section 8. At the employee's request, after twelve (12) months of satisfactory service discipline as defined in Section 1(b) and (c) as defined above, shall not be used in conjunction with further discipline. At the employee's request after thirty (30) months (twenty-four months for attendance cases) of satisfactory service, suspensions shall not be used in conjunction with further discipline or for any other purpose.

## ARTICLE XII

### LEAVE DAYS

#### Section 1.

- a. Sick and personal business leaves will be granted with pay at the beginning of each school year on a full year basis. Leave will be prorated at 1.5 days per working month for employees who have completed two years of service with the school district. Leave will be prorated at 1.2 days per working month for those employees with less than two years service with the school district. In cases where the employee leaves the school system before the completion of the school year, a deduction will be made from the final pay, if necessary.
- b. Effective July 1, 1995 leave shall be accumulative to a maximum of 200 days.

- c. Sick leave days may be used in the event of illness or death in the immediate family. Members of the immediate family are limited to husband, wife, mother, father, son, daughter, sister, brother, grandparents, or a close relative who lives in the same house as the employee. The employer reserves the right to notify the employee that he/she will be expected to provide proof of illness for the next use of a sick leave day. Such notification will be in writing, and the employee will initial the employer's copy to signify knowledge of the notification.
- d. Leave may be used as either personal business leave to a maximum of three (3) days yearly by employees with less than two (2) years of service and five (5) days yearly by employees who have completed two (2) years of service, or sick leave.

Section 2. All personal business days (as defined in Section 1.d above) must be applied for in writing, with specific reason, one week in advance. An exception may be granted in an emergency situation as determined by the Board or its designated representative. Personal business shall cover the following areas:

- a. Court cases where the employee is a defendant, government or other legal business that must be transacted during school hours.
- b. Moving (limited to two (2) days entitlement).
- c. Religious observance.
- d. Death in the family or of any other person deemed especially close by the applicant.
- e. Graduation from high school or college of members of the immediate family.
- f. Marriage of the employee or a member of the immediate family, as defined in Section 1.c.
- g. A personal leave day shall not be granted for the day preceding or the day following a holiday.
- h. A member of the bargaining unit at International, State, or District meetings (limited to two (2) days entitlement) of the Union.



- i. During the first year of employment, one personal private day may be used for which a specific reason need not be given. After the first year of employment, up to three (3) of the personal private days may be used for an unspecified reason.

## ARTICLE XIII

### LEAVES OF ABSENCE

Section 1. General Conditions of Leave: An employee after two (2) years of continuous service, shall be eligible for a leave of absence subject to the conditions of leave as described in this Article. All authorizations for leaves shall be provided to the employee in writing.

- a. Length of Leave: All leaves of absence shall be for a period of no longer than one (1) year. An annual extension of a leave may be granted with the approval of the Superintendent for no longer than two (2) additional years.
- b. If requested in writing by the employee prior to thirty (30) calendar days of the expiration of leave, he/she will be reinstated in the first available opening for which he/she is qualified. He/she will return to work on the same step of the salary schedule unless he/she completed a full year, in which instance he/she would be automatically eligible for the next increment. If the leave is for less than forty-five (45) calendar days, the employee's position will be held open.
- c. Working While On Leave: A leave of absence need not be granted any employee who leaves for the sole purpose of obtaining or engaging in other full time employment.

Section 2. Jury Service: A jury service leave will be granted to any member of the bargaining unit called for jury service upon request. The Board shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty fee paid by the Court (not including travel expenses or reimbursement for expenses) for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work.

Section 3. Personal Leave: A leave of absence without pay shall be granted according to the general conditions of leave.

Section 4. Pregnancy and Maternal Care: Any employee who becomes pregnant or requires time off for post-childbirth maternal care immediately following pregnancy shall be eligible for a leave of absence subject to the following terms and conditions:

- a. An employee who becomes pregnant must notify the Superintendent in writing not later than the fifth (5th) month of such pregnancy. Such notification shall include a written statement from her physician verifying the state of pregnancy and giving the estimated date of birth.
- b. The Board encourages a pregnant employee to apply for and take a leave of absence for the welfare of the employee and her unborn child. A pregnant employee who determines to continue to work acknowledges the risk of accidental injury to herself and her unborn child.
- c. A pregnant employee who desires a leave of absence during her period of pregnancy shall make written request for such leave to the Superintendent at least thirty (30) days prior to the starting date of the leave of absence.
- d. Frequent absence by a pregnant employee shall be considered good and sufficient reason for the Board to place the employee on maternity leave of absence.
- e. The leave of absence for pregnancy shall extend through the post-natal examination. However, an employee may return to work sooner upon written notification with a doctor's statement verifying that the employee is physically able to perform all of the employee's normal duties.
- f. If an employee who has given birth to, or adopted a child desires a leave of absence for maternal care purposes, the employee may make written application for such leave. A maternal care leave shall be granted subject to general conditions of leave.
- g. Before returning to work from a pregnancy, the employee must furnish a written statement from her physician that she is ready and able to return to her full work assignment.

- h. An employee given a leave of absence for the period of pregnancy shall receive credit toward the annual salary increment on the schedule appropriate to her rank, but such leave shall be without pay. A leave of absence granted for post-childbirth maternal care shall be without salary and without increment.
- i. Recognizing that the purpose of a probationary period is to provide the Board an opportunity to observe the work performance of an employee, it is understood that time off due to leave of absence for pregnancy or maternal care shall not be counted as service and shall not be counted toward completion of an employee's probationary period.

Section 5.

- a. Sick/Health Leaves: All employees who are absent from duty due to personal illness shall be allowed sick leave in accordance with the provisions of this Agreement.
- b. Health Leaves, when recommended by a physician, psychologist, or psychiatrist shall be granted according to the general conditions of leave. At the end of such leave the employee must either return to work or resign.
- c. All sick leave accumulated and unused at the time of such leave of absence shall be restored to said employee upon his return.
- d. Fitness to Return from Sick/Health Leave: Employees returning from leaves of absence shall present a doctor's certificate attesting to their fitness to return to full duties. Such certification shall be presented prior to the actual date of return.
- e. An employee who has exhausted his/her personal sick leave and any additional sick leave approved by the sick bank committee, and is unable to return to work, shall be placed on leave of absence without pay.

Section 6. Effective with the ratification of the 1996-97 contract the central sick bank shall be eliminated. The days remaining in the central sick bank shall be dispersed to the current employees at a rate of .5 days per year of seniority as of July 1, 1996.

ARTICLE XIV

HOLIDAYS AND VACATIONS DAYS

Section 1. The following days shall be recognized and observed as paid holidays:

Independence Day	New Years Day
Labor Day	Martin Luther King, Jr. Day
Thanksgiving Day	Memorial Day
Christmas Day	

Eligible employees shall receive eight hours pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, then the succeeding Monday shall be observed as the holiday.

In the event school is in session on December 24th, no member of the bargaining unit shall be expected to work later than the normal closing time for the building in which they are employed, and in no case shall the employee be required to work later than 4:30 p.m. of that date. It is expected that this will be accomplished by regular second shift employees reporting for work for first shift duty at times designated by the supervisor.

Section 2. In addition, the following holiday-related time off with pay shall be granted:

Good Friday	One day before New Years Day
One day after Thanksgiving	or the day after, providing
One day before Christmas or the day after.	that it is not a school day. Decision rests with management.

Section 3. An employee shall be eligible for holiday pay under the following conditions:

- a. He shall have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on paid vacation or paid sick leave.
- b. He shall have worked the full period of his last scheduled work day prior to and his next scheduled work day following the holiday unless he is on paid vacation or paid sick leave. In the event of sickness a doctor's

certificate will be required. If a holiday is observed on an employee's scheduled vacation, his vacation shall be extended one extra day.

- c. Eligible employees who do not work on a holiday shall be paid a sum computed by multiplying their current hourly rate of pay by the number of hours in their regular work day.
- d. There shall be no holiday pay for an employee on suspension.

Section 4. All employees covered by this Agreement shall receive an annual vacation with full pay based on the following schedule:

At the conclusion of each year for first 7 years.....13 days

At the conclusion of each subsequent year.....20 days

- a. Vacations shall be computed from September 1 through August 31. The vacation allowance to which an employee is entitled shall be determined by the number of years of service he has completed by June 30 of a given year and will be posted and scheduled. Except as provided for in Section 4b of this Article, vacation days shall accrue on a per working month basis but shall be front loaded on September 1 each year. Employees will be entitled to use vacation days with prior approval of the Supervisor of Physical Operations or designee. Working month shall be defined to mean 50% or more of scheduled work days. Eligibility for accrual of vacation days shall include actual days worked plus paid holidays plus paid sick leave days plus paid vacation days.
- b. Vacation allowance shall be pro-rated during the first year of employment to the nearest half day (Based on 5/6 of a day per month of service to June 30).
- c. Vacation allowance may not be accumulated from one fiscal year to the next except on the basis of written request which must have the approval of the Executive Director of Human Resources. All carry over vacation days must be scheduled and used with approval of the supervisor prior to the opening day 1997.
- d. From close of school to opening day for teachers and students employees will be limited to no more than ten

days vacation during this period. Senior employees shall receive priority for scheduling summer vacations.

- e. Vacation pay will be paid on the regular pay day for that period which the employee was on vacation.
- f. All requests for vacations must be submitted to the Supervisor of Physical Operations or designee each year prior to the period during which vacation is scheduled.

## ARTICLE XV

### INSURANCE PROTECTION

#### Section 1. General Conditions:

- a. The Board will provide the benefits set forth below for each eligible full time employee.
- b. The Board, by payment of the premium payments required to provide the benefits set forth herein, shall be relieved from all liability with respect to the benefits contracted for with the Insurance Company.

Failure of the Insurance Company to provide such benefits, for any reason, shall not result in any liability to the Board of Education, nor shall such failure be considered a breach of any obligation by the Board of Education.

- c. Board payment for benefits shall be discontinued on the date the employee resigns, is terminated, is laid-off, or is placed on leave of absence without pay for reasons other than non-service connected illness or disability except as provided for in Section 1d of this Article.
- d. In the event of leave of absence without pay for reasons of non-service connected illness or disability, the employee shall have health benefits, hospital-medical-surgical only, paid in full by the school district for the first ninety (90) days of such leave. After ninety (90) days, the employee may request coverage under COBRA.
- e. Employees may enroll under the "new hire" clause within thirty (30) days of the date of satisfactory completion of the probationary period. Subsequent opportunities to

enroll shall be provided during open enrollment periods specified by the Carrier.

Section 2. Hospital-Medical-Surgical Benefits.

- a. Eligible employees may participate in either of the following plans:

Plan 1: MESSA Super Care I

There shall be no double coverage of Plan I benefits.

The coverage for which the Board will contribute under the foregoing may be, at the employee's option, benefits for (1) self only, or (2) self and family, including only spouse and eligible children.

Plan 2: Employees selecting Plan 2 will be eligible for benefits listed in Section 3 thru Section 7. For employees electing to participate in this plan, the Board will contribute seventy-five dollars (\$75.00) per month cash which the employee may choose to invest in a tax sheltered annuity in accordance with Board policy.

Section 3. Life Insurance

- a. The Board shall provide group term life insurance for each full time employee in the bargaining unit. The employee shall enroll and designate his beneficiary on the proper application form. The amount of such insurance shall be \$12,000 with double indemnity.
- b. The premium payments shall be subject to the limitation set forth under Section 1.
- c. Such insurance shall provide for the following:
  1. If the employee becomes totally and permanently disabled before reaching age 70, premium payments cease and the full amount of insurance will be paid to the beneficiary if death occurs before recovery.
  2. On termination of employment by the insured employee, the amount of the group life insurance may be converted within 31 days to an individual policy on any of the plans then being issued by the Insurance Company, except term insurance. No



medical examination shall be required and the premium paid will be based upon age at time of conversion.

#### Section 4. Long Term Disability

The Board shall make available a long term disability plan which will pay 60% of an eligible employee's base salary. Benefits will be in accordance with the Age Discrimination in Employment Act. Qualifications will be based on any one (1) period of total disability, after the expiration of a qualifying period of 180 days.

#### Section 5. Worker's Compensation

Any employee who is disabled or injured in the line of duty shall receive such compensation and expenses as are prescribed by law plus, at the employee's option, the difference between his/her regular salary and the compensation benefits to the extent permitted by a pro rata deduction from his/her personal accumulated sick leave. Such supplementation shall be provided only for such periods as the employee would otherwise have been working and shall be provided by a deduction of sick leave prorated on the ratio of the supplementary pay by the Board to the employee's regular daily pay at the time of injury or illness until the employee's personal sick leave accumulation is exhausted. In no case will the Board of Education's supplement extend beyond the individual employee's accumulated leave earned as of the last day worked.

#### Section 6. Dental Insurance

The Board will provide a Dental Plan for all employees as follows: 75/75/75 coverage, employee, Spouse and eligible children, to a maximum of \$1,000.00.

#### Section 7. Optical Insurance

The Board will provide a Family Optical Insurance Plan.

#### Section 8. Probationary Employees

For new employees, the insurance coverages described in Sections 2 through 7 above shall become effective on the first day of the month following successful completion of the probationary period, provided the necessary enrollment forms have been filed with the Payroll Department.

Section 9.

The District will pay the cost of hospital-medical-surgical increases 0% to 5% per year. Effective with the 1998-1999 school year, if the total cost of Insurance Pak increases more than 5% per year, the district and the employee will equally share the increased cost. The employee portion shall be paid with pre-tax dollars.

ARTICLE XVI

COMPENSATION

Section 1. Effective July 1, 1997 the salary schedule shall be increased by 2%.

Salary Schedule

1997-1998

Classification	Step 0	Step 1	Step 2	Step 3
A	N/A	N/A	15.69	16.63
A(1)	12.35	12.97	14.12	15.03
A(2)	12.18	12.86	13.92	14.86
B	12.03	12.68	13.72	14.68
C	11.72	12.40	13.35	14.32
D	11.41	12.10	12.97	13.95
E	11.00	11.54	12.53	13.42

1998-1999

Classification	Step 0	Step 1	Step 2	Step 3
A	N/A	N/A	16.00	16.96
A(1)	12.60	13.23	14.40	15.33
A(2)	12.42	13.12	14.20	15.16
B	12.27	12.93	13.99	14.97
C	11.95	12.65	13.62	14.61
D	11.64	12.34	13.23	14.23
E	11.22	11.77	12.78	13.69

1999-2000

Classification	Step 0	Step 1	Step 2	Step 3
A	N/A	N/A	16.32	17.30
A(1)	12.85	13.49	14.69	15.64
A(2)	12.67	13.38	14.48	15.46
B	12.52	13.19	14.27	15.27
C	12.19	12.90	13.89	14.90
D	11.87	12.59	13.49	14.51
E	11.44	12.01	13.04	13.96

Section 2. An additional \$ .15 per hour will be allotted each employee who holds a Michigan State Low Pressure Boiler License and each Mechanic who holds State Certification.

Section 3. The Board will reimburse employees for the cost of chauffeur's license renewal. In the event an employee leaves the employment of the Oak Park School District prior to the expiration of a license renewed at Board expense, a pro rata portion of the cost will be deducted from the employee's last pay.

Section 4.

- a. (1) Employees covered by this Agreement who are assigned to the second or third shift shall be paid a differential rate above their regular rate while assigned to such shift. Differential rates shall be as follows:

<u>Shift</u>	<u>Differential Rate Per Hour</u>
Second	\$.15
Third	\$.15

- b. Shift schedules shall be as follows:

First shift shall begin no earlier than 6:00 A.M. and end no later than 4:30 P.M.

Second shift shall begin no earlier than 2:00 P.M. and end no later than 12:30 A.M.

Third shift shall begin no earlier than 10:00 P.M.  
and end no later than 9:30 A.M.

Section 5. When a scheduled pay day falls within the first three days of a school vacation period, paychecks shall be available on the last working day preceding the school vacation period. During vacation periods, paychecks shall be available at the Administration Building between the hours of 9:00 a.m. and Noon.

Section 6. Employees involved in school activities requiring use of personal transportation shall be compensated at the IRS maximum allowable rate per mile in effect September 1 of each year. When an employee is required to move from one work location to another during the same work shift by personal transportation, he or she shall be paid at the above rate. Maintenance employees shall receive \$750.00 annually in lieu of the above, if required to use their own vehicle.

Section 7.

- a. All work performed in excess of forty (40) hours per week or on Saturdays shall be paid at time and one-half (1 1/2) the employee's rate of pay. Hours worked on Sundays shall be paid at double the employee's rate of pay. Hours worked on Holidays shall be paid at time and one-half the employee's normal rate in addition to Holiday pay for all hours worked. For purposes of calculating the forty (40) hour work requirement time off while on paid vacation, paid holiday or paid sick leave will be counted as time worked.
- b. The Employer shall make every effort to equalize overtime by classification and, if applicable, by building. This provision shall not apply to the Maintenance Department due to specialization required in duties.
- c. Overtime work shall be voluntary whenever possible. There shall be no discrimination against any employee who declines to work overtime.
- d. If legislation is enacted which permits employees to choose compensatory time in lieu of overtime, the Union and the Board shall meet to discuss contract language regarding the issue.

Section 8. When employees covered by this Agreement are assigned out of their classification for four (4) hours or more in any one day, they shall receive pay at the rate of the higher classification.

Section 9. Employees covered by this Agreement who are called to work outside of their regularly scheduled shift shall be paid for a minimum of two hours.

Section 10. Any regular employee who retires and the estate of one who dies while employed by the Oak Park Board of Education shall be eligible for severance pay of one day's pay for each full year of active service or major portion thereof in the Oak Park School District. Time spent on leave shall not be counted as active service.

Any regular employee who retires and the estate of one who dies while employed by the Oak Park Board of Education shall be eligible for severance pay for unused accumulated sick leave in the amount of \$5 per day for the first 60 days, \$10 per day for the next 60 days and \$15 per day for the next 60 days. Effective July 1, 1995 leave day payout will \$10 per day for the first 75 days, \$15 per day for the next 75 days and \$20 per day for the next 50 days.

A retiree to be eligible for severance pay must qualify for regular or medical retirement under the Michigan School Employees Retirement System. An employee shall be considered employed for severance pay purposes if the employee is on the payroll when he/she retires or is deceased.

Section 11.

- a. Annually the Board will purchase (3) uniforms for each non-probationary employee. Selection of color, type and style shall be decided by the Board after consultation with the Union. Employees will have the choice of selecting either a long sleeve or a short sleeve shirt/blouse.
- b. Laundering and maintenance of the uniforms shall be the responsibility of the individual employee. Employees are required to wear the said uniform while on duty.
- c. Employees whose service is terminated shall turn in his/her uniforms and keys prior to receiving his/her final paycheck and/or severance pay if applicable.

- d. For the life of this contract, an employee shall be offered a choice of jacket, coveralls or rain gear each year in lieu of their annual uniform allotment if their work requires such gear.

Section 12.    ADVANCED TRAINING CREDIT

- a. The Board will encourage employees to attend voluntary training programs offered by an accredited apprentice program or institution of higher education, i.e. Boiler Operator, HVAC, Carpentry, Electrical, Diesel Mechanic, etc.

Compensation will be awarded for those attending and successfully completing course work in a trade designated by the Board as an area of critical need. Employees should consult with the district in writing as to the course of study to be undertaken.

- b. Upon earning a license or equivalent in a trade designated by the Board as an area of critical need, an employee will receive an increase in their hourly rate in the amount of \$.50 per hour.
- c. Upon earning a journeyman status, the employees will also receive an additional increase in their hourly rate of \$.50 per hour.
- d. Such additional training shall be considered but shall not be the sole determining factor in promotion to a higher classification

Section 13.

- a. For purpose of movement on the wage schedule set forth in Section 1 above, eligible employees shall receive credit on July 1 of each year according to the following schedule:

- 1. Persons hired between January 1 and June 30 shall have an anniversary date of the July 1 first following their date of hire.

- 2. Persons hired between July 1 and December 31 shall have an anniversary date of the July 1 first preceding their date of hire.

3. Persons hired on July 1 shall have as an anniversary date their date of hire.

b. The parties also agree that, notwithstanding the provisions of this section, members of the bargaining unit hired prior to September 1, 1980, will continue to have their anniversary date for purposes of advancement on the salary schedule determined by date of hire. This section will be applicable only to persons hired on or after September 1, 1980.

Section 14. The parties agree that employees in the bargaining unit as of June 30, 1980, shall continue to receive, when eligible, longevity pay of \$120.00 after completion of fourteen (14) years of continuous service in the Oak Park School District.

#### ARTICLE XVII

##### PERSONNEL FILES

Section 1. An employee's personnel file shall be maintained in the Office of the Executive Director of Human Resources.

Section 2. An employee shall have access to his/her personnel file at a mutually agreed upon time.

Section 3. Maintenance and inspection of personnel files shall be in accordance with the Bullard-Plawecki Right to Know Act (397 PA 1978).

#### ARTICLE XVIII

##### MISCELLANEOUS

Section 1. The Board will, upon written request, provide the Union with such statistics or financial information which the Board does not deem confidential, and which the Board may agree is reasonably necessary in connection with the negotiation of collective bargaining agreements succeeding this Agreement. It is understood, however, that the Board will not compile information or statistics not already compiled.

Section 2. The Union shall be permitted to use bulletin board space of the various locations controlled by the Board at the determination of the individual charged with the supervision of such location (i.e., Building Principal). Any bulletin board space



designated shall be identified by the Union with the name of the Union. The authorized Union representative shall have the responsibility of posting materials on the bulletin board and for keeping such notices timely.

Section 3. If the Board or its representative agrees to allow any of the following during working hours, on School District premises, it shall be without loss of pay:

- a. Post Union notices.
- b. Distribute Union literature.
- c. Transmit communications, authorized by the Local Union or its officers, to the Board or its representative.
- d. Consult with the Board or its representative, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement except as limited by Article VI, Section 8, of this Agreement.

Section 5. If any employee is required to wear protective clothing, excluding uniforms, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Board. The cost of maintaining protective clothing in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the Board.

Section 6. When facilities are desired for Union meetings, requests for such facilities shall be made in accordance with established Board policy.

Section 7. Union officials shall be permitted to visit school premises under the terms specified by the Oak Park Board of Education Policy #1212 for the purpose of investigating and processing grievances provided that the visit does not interfere with normal work activities.

#### ARTICLE XIX

#### WAIVER CLAUSE

The parties acknowledge that during 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, and that the

understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

#### ARTICLE XX

##### CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union and employees in the bargaining unit and in the event that any provisions of this Agreement shall at any time be held to be contrary to law then such provisions shall be of no force and effect but all other provisions shall be continued in full force and effect.

#### ARTICLE XXI

##### ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

#### ARTICLE XXII

##### DURATION OF AGREEMENT

This Agreement shall commence upon ratification by both parties, and shall continue in full force and effect until midnight, June 30, 2000.

If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than 60 nor more than 90 days prior to the termination date. In any event, this Agreement shall not be extended beyond June 30, 2000, except by written consent of the parties.

Provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board or the Union to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Union.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

OAK PARK BOARD OF EDUCATION

LOCAL #1528A, COUNCIL #25 AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO

BY: Andrea C. Falley

Lataupa Hahn-Banks

DATE: 12/15/97

BY: [Signature]

Ricky Mull

[Signature]

Belinda J. Davis

Janet M. Ellis

[Signature]

AFSCME Representative

DATE: 12/1/97

SCHEDULE I

BARGAINING UNIT CLASSIFICATION

Classification A

Lead Building Trades Person  
Building Trades - Electrical

Classification A (1)

Building Trades Person  
Mechanic  
Painter  
Warehouse

Classification A (2)

Junior Building Trades person - Upon the satisfactory completion of two (2) consecutive years in this category, an employee will be reclassified as a Classification A(1) Building Trades person.

Classification B

High School Engineer  
Clinton School/Administration Building Engineer

Classification C

Middle School Engineer

Classification D

Head Custodian  
Special Courier

Classification E

Custodian  
Bus Driver  
Grounds Keeper  
Bus Driver/Custodian  
Field Trip/Sports Driver  
Floor Maintenance Operator

Note: The above proposed changes will not result in reposting positions (excluding "field trip/sports driver")

## APPENDIX A

### TEMPORARY PART TIME BUS DRIVER POSITIONS

Should a Court order the Oak Park School District to transport students not previously transported by the District in the 1988- 89 school year, then:

- a. The Board may employ part-time bus drivers, and these employees shall be included within the collective bargaining unit represented by the Union and pursuant to this Agreement.
- b. These part-time bus drivers will be utilized to absorb the increased demands on the District's transportation services due to the Court Order and therefore will not directly result in the layoff of a full-time bus driver/custodian.
- c. For purposes of this Agreement, a part-time bus driver shall be defined as an employee whose regular schedule is no more than 4 hours per day (except for summer recess to cover summer vacation periods).
- d. Part-time bus drivers shall be paid the same rate as employees in the full-time bus driver/custodian classification.
- e. Part-time bus drivers will be allowed to purchase insurance benefits, at their own expense, if eligible under the Rules and Regulations of the carriers.
- f. Part-time bus drivers shall not be eligible for a paid lunch.
- g. Part-time bus drivers may be assigned to drive field trips and extra runs if no full-time drivers are available for said trips.
- h. Part-time bus drivers may substitute for full-time bus driver/custodian employees when such full time employees are absent.
- i. Part-time bus drivers are not eligible for any

benefits or seniority under the parties' Collective Bargaining Agreement, except as expressly provided herein, including but not limited to holiday pay, vacation pay, sick leave and other leaves of absences.

- j. The District shall employ no more than five (5) part- time bus drivers.
- k. Appendix A will become null and void if the above cited Court Order is not enforced by the Court, legislature or any other agency of State or Federal government.
- i. Any problems relating to temporary part-time bus drivers not covered herein shall be a matter of negotiations through Special Conference.



## DRUG AND ALCOHOL ABUSE

### INTRODUCTION - NOTICE AND PURPOSE

The parties to this Agreement agree that the workplace should be free from drug and alcohol abuse. Employees of the district cannot work safely and productively if they report for work or work while they are under the influence of alcohol or drugs. Moreover, the presence of substance abuse, controlled substances and related activities within the District is inconsistent with the District's educational goals and responsibilities. For these reasons, and the applicable State and Federal laws and regulations, the parties are committed to maintaining a work and educational environment free of controlled substances and alcohol.

In order to achieve these objectives, the parties agree to the following terms:

#### Section 1. - Policy Regarding Drug Abuse

The manufacture, use, possession, distribution, sale or distribution of a controlled substance by an employee while on District premises, while engaged in District business, or while participating in or attending a District activity is prohibited.

Reporting to work, working or otherwise being on District premises or at a District activity while under the influence of a controlled substance is also prohibited.

The use and possession of controlled substances as prohibited by this policy does not apply to use and possession pursuant to the direction of a licensed health care professional or as otherwise authorized by federal law.

Furthermore, as a part of this policy, any employee convicted of violating any criminal drug statute related to conduct occurring in the workplace must report that conviction to the Superintendent, or his designee, in writing with five (5) calendar days after the conviction.

#### Section 2. - Policy Regarding Alcohol Abuse

Reporting to work, working or otherwise being on District premises or at a District activity while under the influence of alcohol is absolutely prohibited. The possession of alcohol, in sealed or unsealed containers (excluding sealed containers in personal vehicles) on District premises is also prohibited, as is the unauthorized consumption or distribution of alcohol on District

premises. Under no circumstances will the consumption or distribution of alcohol be permitted while participating in or attending any District activity involving students.

### Section 3. - Definitions

- a. **District Premises.** The term "District Premises" as used in this Agreement includes, but is not limited to: (1) all buildings and facilities of the District and the property adjacent to them, including fields and parking lots; and (2) District owned, leased or rented vehicles or equipment.
- b. **District Activity.** The term "District Activity" as used in this Agreement means any activity, program or event related to the District's program involving students of the District, whether directly sponsored by the District, a group affiliated with the District, or any other entity sponsoring the activity, program or event in which the District participates.
- c. **Controlled Substance.** The term "controlled substance" as used in this Agreement means any substance listed in Schedules 1 through V of the Federal Controlled Substances Act (21 U.S.C. 812) and applicable regulations, as well as any other illegal drugs or anabolic steroids. Such substances include, but are not limited to, marijuana, cocaine, crack cocaine, heroin, peyote, PCP, mescaline and LSD.

### Section 4. - Policy Administration

- a. In compliance with Federal Guidelines, Bus Drivers, maintenance employees holding a CDL or any other employees in safety sensitive positions as described by DOT regulations shall be subject to random drug testing.

The random drawing shall be held at the Annex and at least two representatives of the Administration and two Union Officials shall be present at the drawing. The names of all individuals subject to the testing shall be included in each drawing.

Employees subject to the testing shall be escorted to the test site by security or other designated management representatives.

Test results shall be confidential.

In the event an employee tests positive for alcohol or controlled substance and is recommended for treatment by a SAP, the employee shall be suspended without pay pending the completion of the prescribed treatment program and a negative return to duty test result.

If the treatment is not recommended by a SAP, a suspension without pay for 5 to 20 working days may be imposed upon the employee.

If an employee has a second positive test, the employee shall be subject to immediate termination.

- b. **Employee Notification.** All employees will be notified of this Agreement at the time it is adopted and once each school year, thereafter. New employees will be notified of this Agreement during their orientation, if not sooner. Compliance by employees with the policies in and requirements of this Agreement are mandatory conditions of employment.
- c. **Employee Initiated Rehabilitation.** Employees with a problem related to drug or alcohol use are encouraged to volunteer for rehabilitation assistance before the problem leads to a situation which could jeopardize their employment.

Employees who desire assistance in dealing with a drug or alcohol problem and wish for a referral to a rehabilitation program may confer with the Personnel Department or their union representative. Employees may also seek assistance through entities such as the County Health Department, Henry Ford Hospital (Maple Grove Center), William Beaumont Hospital, Providence Hospital, Eastwood Clinic (Royal Oak), Catherine McCauley Chemical Dependency Program (Ann Arbor) and Brighton Hospital.

d. **Discipline.**

Disciplinary action will be taken against employees who violate Sections 1 and 2 of this Agreement, as permitted by and in accordance with state and federal law and the procedures of the applicable collective bargaining agreement, as follows:

1. The manufacturing, possessing **AND** using, distributing, selling, or the attempt to manufacture, distribute, possess **AND** use or sell any controlled substance, while on District premises, while engaged in District business, or while participating in or attending a District activity, will result in immediate discharge; **EXCEPT AS PROVIDED IN SECTION A ABOVE.**
2. All other violations of Sections 1 and 2 of this Agreement will result in discipline up to and including immediate discharge, pursuant to the main

collective bargaining agreement between the parties. Rehabilitation may be a part of the discipline and a condition for returning to work.

Employees believed to be subject to discipline under subparagraphs 1 and 2, above, will also be referred to law enforcement authorities.

e. **Confidentiality**

The confidential nature of all actions taken pursuant to this Agreement is to be respected. Toward this end, efforts will be made to assure that only those individuals with a "need-to-know" are to be advised of actions taken pursuant to this Agreement. Those with a need-to-know normally include the employee's supervisor, District executive management, law enforcement personnel and the employee's union officials.



