

6/30/94

**1992 - 1994 AGREEMENT**

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**OXFORD AREA COMMUNITY SCHOOL DISTRICT**

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**OXFORD EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION, MEA-NEA**

*Oxford Area Community Schools*

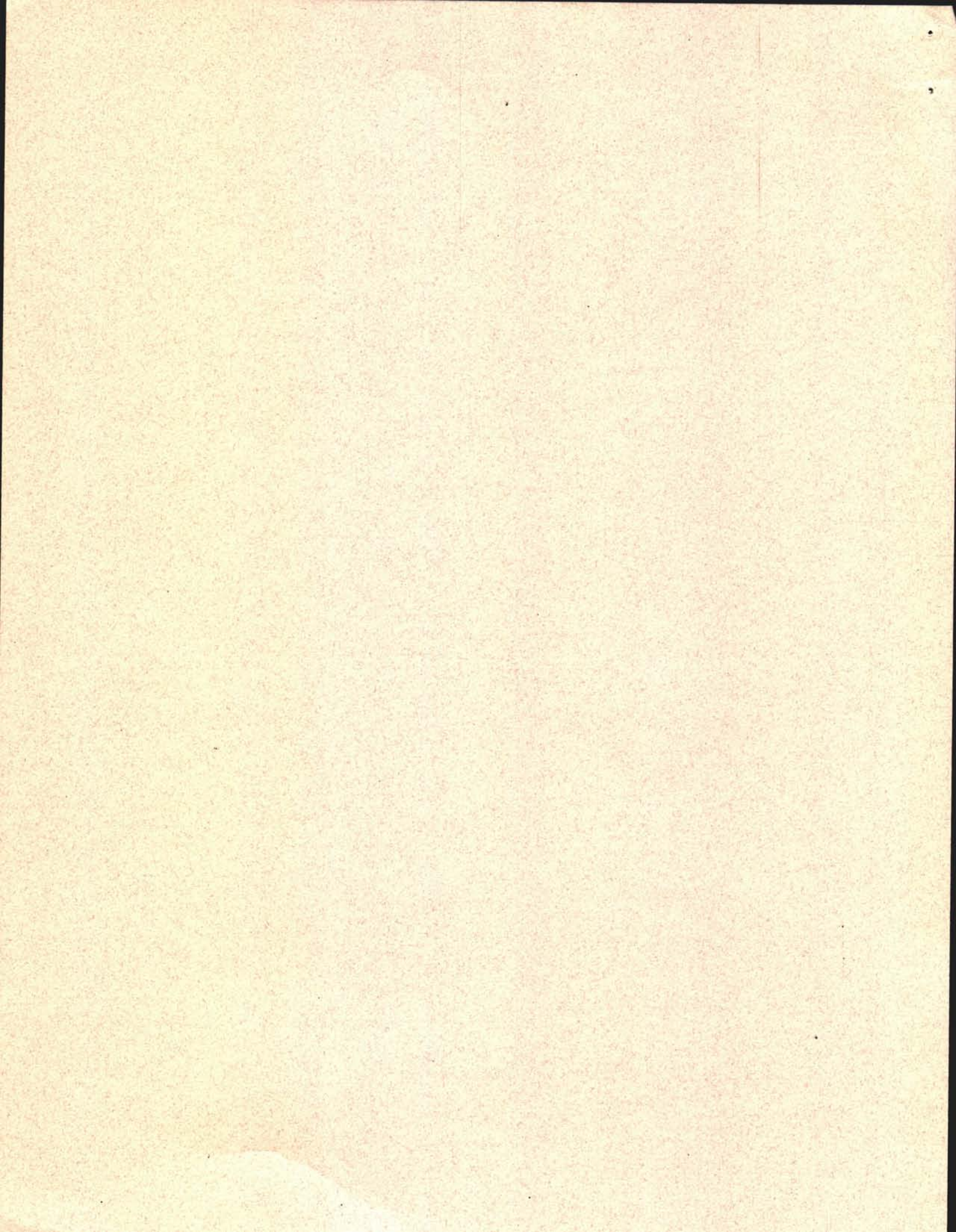


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1992-1994  
A G R E E M E N T  
between the  
OXFORD AREA COMMUNITY SCHOOL DISTRICT  
and the  
OXFORD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

THIS AGREEMENT, made between the BOARD OF EDUCATION OF THE OXFORD AREA COMMUNITY SCHOOL DISTRICT (hereinafter referred to as the Board) and the OXFORD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA, (hereinafter referred to as the Association).

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly relations for the mutual interest of the Board, employees and Association.

The parties recognize that the interest of the community depends upon the Board's and the Association's success in establishing a proper service to the community.

To these ends, the Board and the Association encourage to the fullest degree friendly and cooperative relationships between the respective representatives at all levels and among all employees.

NOTE: The headings used in this Agreement neither add to nor subtract from the meaning but are for reference only.

**ARTICLE I**  
**RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment for the duration of this Agreement for all the employees of the Board included in the bargaining unit described below:

All full-time and part-time Paraprofessionals, and Secretaries. Excluding noon aides, crossing guards, clerical (employed at Board Office and confidential employees), library aides, mechanics, custodial employees, bus drivers, cafeteria employees, substitutes, not including substitutes employed pursuant to Article IX, Section C (6), temporary employees and supervisors, pursuant to the Act, and all other employees.

**ARTICLE II**  
**ASSOCIATION RIGHTS**

A. **AID TO OTHER UNIONS**

The Board and its administrative staff will not aid or promote any labor group or organization which purports to engage in collective bargaining on behalf of Association members or make any agreement with such group or organization. The Board agrees to negotiate with none other than the Association for the duration of this Agreement.

B. REPRESENTATION

1. Employees shall be represented by a building representative in each of the following buildings: Daniel Axford Elementary School, Leonard Elementary School, Clear Lake Elementary School, Middle School, High School, Central Services, and Bus Garage.

A list of building representatives and Association officers shall be submitted to the Superintendent of Schools by September 30 of each year and within thirty (30) days after any changes have been made.

2. Alternates shall be named in the absence of a building representative, and the immediate Supervisor shall be immediately notified.
3. The building representative of an employee involved in a grievance proceeding (or in the absence of the building representative, the Association President) during his/her working hours may, in accordance with the terms of this Article, investigate and present grievances to the Board or the appropriate Board representative upon having advised their immediate Supervisor of same. The immediate Supervisor will grant permission and provide sufficient time to the building representatives to leave their work for these purposes. The privilege of building representatives to leave their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and building representatives will perform their regularly assigned work at all times. Any alleged abuse by either party will be a proper subject for a special conference.
4. The Association President shall also be allowed time off under these provisions to present grievances at Step 4 of the Grievance Procedure.

C. ASSOCIATION BULLETIN BOARDS

Bulletin boards and other established written media of the Association shall be confined to designated places in the respective buildings. The Board shall provide bulletin boards. The Association will maintain said bulletin boards in an orderly fashion.

D. NEGOTIATIONS

In order to afford its membership the full protection of the law, the Association hereby reserves unto itself, subject only to express provisions of the Collective Bargaining Agreement, all rights expressed in Act 379 of the Michigan Public Acts of 1965. It is mutually understood that those rights include the right to bargain with the Board with respect to wages, hours, and other terms and conditions of employment and the rights to grieve, through the established procedure, on actions regarding this Agreement.

E. USE OF FACILITIES

The Association and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as any other group as established by Board policy and must apply on Building Use Forms.

F. FILE REVIEW

Any employee desiring to review his/her personnel file shall make prior arrangement with the Central Administration Office, and the Superintendent or his designee shall be present during the time the employee reviews his/her personnel file. Employees requesting copies of documents from their personnel file may be charged a reasonable fee for the copies, not to exceed the fee established by the District for copies of public documents.



G. PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union or any other plan or program approved by the Board. To be eligible for payroll deduction, an annuity plan or program must have a minimum of six (6) bargaining unit participants, and the maximum number of annuity companies or carriers for the entire bargaining unit shall not exceed six (6). Any changes in the amount of the TSA deduction shall be in accordance with applicable IRS Regulations.

H. USE OF SCHOOL EQUIPMENT

The Association and its members shall have the privilege of using School District equipment upon the consent of the Building Principal or other designated Administrator and subject to the rules, regulations and policies of the Board of Education as they relate to the use of such equipment. The decision of the Building Principal or other designated Administrator regarding the use of such equipment shall be final.

ARTICLE III

MANAGEMENT RIGHTS

The Association recognizes that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in it by the Laws and Constitutions of the State of Michigan and of the

United States, including, but without limiting, the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities; and the activities of its employees during working hours.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
3. To determine the work schedules, the hours of the working day and the duties, responsibilities, and assignments of all employees represented by the Association. 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 which are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

#### ARTICLE IV

##### DUES DEDUCTION AND AGENCY CLAUSE

###### A. ASSOCIATION SECURITY

All employees who are members of the Association at the signing of this Agreement and all new employees who voluntarily become members of the Association shall, as a condition of employment, remain members of the Association in good standing for the duration of this Agreement. Employees covered by this Agreement who are not members of the Association at the time it becomes effective and all new employees or employees transferred or rehired shall be required as a condition of employment, either to become members of the Association for the duration of this

Agreement on or before the 30th day following such effective date or pay a service charge equal to the monthly dues of the Association. The Board shall deduct the required amount of fee for payment of Association dues or a service charge from the pay of each bargaining unit employee from whom it receives a signed authorization to do so. The amount of dues or service fees to be deducted, and all authorization forms shall be filed with the Board's Superintendent of Schools two (2) weeks prior to the second scheduled payday of the first month of employment. Such dues or service charge is to be deducted from the second pay in each calendar month and remitted to the financial officer of the local Association no later than the tenth day of the following month. The Board shall furnish a monthly listing of employees for whom dues or service charge deductions have been made. Such listing shall show the amount of the deduction or service charge for each employee. The Superintendent or his designee shall furnish the names and positions of newly hired bargaining unit employees within thirty (30) days of their date of hire to the Association President.

1. Deductions shall be made only in accordance with the provisions of said authorization for check-off dues or service charge, together with the provisions of this Agreement. The Board shall have no responsibility for the collection of initiation fees, membership dues or service charge, special assessment or any other deduction not in accordance with this provision.
2. Limit of Board's liability: The Board shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employee.

3. The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with Article IV of this Agreement.
4. Any employee may voluntarily cancel or revoke the authorization for check-off deduction within a thirty (30) day period prior to August 31st of any year of this Agreement with written notice to the Board and the Association.
5. The refund to employees of monies deducted from their wages under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of said dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction.
6. The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with this Agreement.

#### ARTICLE V

##### SPECIAL CONFERENCES

Special conferences for important matters will be arranged at a mutually agreed time between the Association President and the Board or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Board and at least two (2) representatives of the Association. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the MEA. The time and date of special conferences shall be arranged within ten (10) working

days following the date the special conference is requested. Association representatives attending special conferences during normal working hours shall not lose pay when attending such conferences.

## ARTICLE VI

### GRIEVANCE PROCEDURE

A. A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement by an employee, a group of employees, or the Association.

B. Grievance Procedure - A grievance shall be presented and adjusted in accordance with the following procedures only:

1. Step 1

- a. The employee shall discuss items believed grievable with the building representative or other Association Representative.
- b. The building representative shall discuss the grievance with the immediate Supervisor or other appropriate Administrator. During this discussion, the immediate Supervisor shall be advised that the discussion involves a possible grievance.
- c. Association grievances may be initiated at Step 3 where appropriate and by mutual consent.

2. Step 2

- a. If the matter is not resolved verbally through Step 1, it shall be reduced to writing and submitted to the immediate Supervisor/ Administrative Representative within twenty (20) working days from the date the alleged grievance occurred. The written grievance shall be signed by the employee or employees involved and the building representative or other designated Association Representative.

- b. The immediate Supervisor/Administrative Representative shall be responsible to see that a written response to the grievance is tendered to the Association President within ten (10) working days of the receipt of written grievance.

3. Step 3

- a. Within ten (10) working days after receiving the decision from the immediate Supervisor/Administrative Representative the Association President may appeal the decision to the Superintendent of Schools or designee. The written appeal shall be accompanied by a copy of the original grievance and a copy of the decision of the immediate Supervisor/ Administrative Representative.
- b. The Superintendent or designee shall respond by investigating the alleged grievance, meeting with a MEA representative and allowing all parties a reasonable opportunity to be heard. The Superintendent or designee shall tender in triplicate a decision within ten (10) working days after receipt of appeal, with copies being sent to the Association President.

4. Step 4

- a. Within ten (10) working days after receiving the decision of the Superintendent or designee, the Association President may appeal the decision to the Board Grievance Committee by written notice filed at the Board Office. The Board shall grant a hearing on the grievance within thirty (30) calendar days. The Association President will be advised of the hearing at least forty-eight (48) hours in advance.
- b. The Board Grievance Committee shall render a decision on the appeal hearing within ten (10) working days. The decision shall be submitted to the Association President in writing.
- c. Both parties recognize the credence and existence of the possibilities of State Mediation under the law and further concur that if mutually agreed upon, could possibly provide a fifth step of the Grievance Procedure when necessary.

5. Step 5

- a. If the grievance is still unsettled, only the Association may within thirty (30) calendar days after the written reply of the employer's representative, request arbitration by written notice to the Board Grievance Committee (under the Rules of the American Arbitration Association), and the Arbitrator shall not add to or subtract from the wording of the Agreement.
- b. The arbitration proceeding shall be conducted by an Arbitrator to be selected under the Rules of the American Arbitration Association.
- c. The decision of the Arbitrator, if within the scope of his authority, shall be final and binding on the parties, and the Arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the testimony and argument.
- d. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Board and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.
- e. The Arbitrator shall be subject to the following limitations:
  - (1) The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement nor to render any decision inconsistent with the terms and provisions of this Agreement.
  - (2) The Arbitrator shall have no power to apply state or federal law.
  - (3) The Arbitrator shall not usurp the functions of the Board of Education in the proper exercise of its judgment and discretion under the law and this Agreement.
  - (4) Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the Arbitrator shall have no power to order one.

- (5) The arbitration award shall not be made retroactive beyond twenty (20) working days preceding the date the grievance is filed.

C. General

1. The Association President will be allowed to seek advice and counsel and have present at any hearing or step in the Grievance Procedure a representative from the MEA.
2. Any individual employee at any time may present a grievance to the Board and have the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given an opportunity to be present at such adjustment.
3. An employee may at any step in the Grievance Procedure withdraw a grievance or any grievance without prejudice. Withdrawal notice shall be in writing, but if said grievance is reopened, it must revert back to Step 1 of the original Grievance Procedure within twenty (20) calendar days of being withdrawn.
4. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate.
5. The Board and the Association will share such information as is required for processing grievances upon written request.

ARTICLE VII

DISCHARGE AND SUSPENSION

A. Notice of Discharge or Suspension - The Board agrees to promptly notify in writing the Association President or designee upon the discharge or suspension of an employee.

B. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with the Association President or designee and the Board will make available an area where they may do so before the employee is required to leave



School District property. Upon request, the Board or its designated representative will discuss the discharge or suspension with the employee and the Association President or designee.

C. Appeal of Discharge or Suspension - Should the discharged or suspended employee or Association President or designee consider the discharge or suspension to be improper, a grievance shall be presented in writing through the Association at Step 3 (a) of the Grievance Procedure within four (4) regularly scheduled workdays from the date the discharge or suspension was imposed. Except in cases of discharge and suspension, any grievances involving other forms of disciplinary actions, such as reprimands or written warnings, shall be initiated at Step 1 of the Grievance Procedure. Written notice of written reprimands shall be provided to the Association President or designee who represents the employee being disciplined within two (2) working days of the date of the written reprimand.

D. Use of Past Record - In imposing any sanction on a current charge, the Board will not take into account any prior infraction which occurred more than two (2) years previously nor impose sanctions on an employee for inadvertent errors or mistakes on their employment application after a period of two (2) years from their date of hire, unless application is deliberately falsified.

## ARTICLE VIII

### PROBATION AND SENIORITY PROVISIONS

A. All new employees hired into the bargaining unit shall be considered as probationary employees for the first sixty (60) actual workdays of their employment. Absences during the probationary period shall extend the probationary period by the number of absences, and an employee shall not have completed the probationary period until these additional days have been worked. Employees completing the probationary period shall be entered on the seniority list of the bargaining unit and shall rank for seniority from their date of hire. The probationary period shall not otherwise affect wage adjustments which are due to an employee in accordance with the wage schedule.

B. The Association shall represent probationary employees for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. Probationary employees may be summarily discharged.

C. Seniority

1. Classification Seniority - Except as otherwise provided in this provision, seniority shall be on the basis of an employee's length of service in a classification commencing with the employee's date of hire or, in cases of transfers or promotions, the employee's first day of work in a classification.
2. District-Wide Seniority - For purposes of transfer, promotion or the filling of vacancies only, resulting in a change in classification (example: change from the paraprofessional classification to a secretary classification), an employee's seniority shall be on a school district-wide basis in accordance with the employee's last date of hire within the bargaining

unit. After an employee has changed classifications, he/she shall accrue classification seniority in accordance with Subsection 1 immediately above.

3. Accrued Seniority in More Than One (1) Classification - An employee who has accrued seniority in more than one (1) classification shall retain such accrued seniority which may be exercised in accordance with the Layoff and Recall provisions of this Agreement.
4. Transfers to Positions Not in the Bargaining Unit - If a member of the bargaining unit leaves the unit to accept another position in the District, that member shall retain seniority previously accrued in the unit. The member shall not, however, accumulate bargaining unit seniority while working in the position outside the bargaining unit subject to the following exception. Any employee who transferred as described above prior to September 1, 1985, shall continue to accrue bargaining unit seniority while working in the non-bargaining unit position, and if such an employee returns to the unit, he/she shall be credited with his/her accrued unit seniority plus any seniority accumulated in his/her non-unit position. An employee who did so transfer may only return to an open bargaining unit position in accordance with Article XI, Section A(1), except when that employee's non-unit position is eliminated due to a reduction in force. In that case, the employee may return to the bargaining unit in accordance with Article IX, Section C(3). With the exception of such employees who transferred prior to September 1, 1985, all others who transfer as described above, may subsequently return to the unit only if an open position is available, they qualify for it according to Article XI, Section A(1), and they have previously accrued sufficient unit seniority.
5. General - It is understood and agreed that seniority accrued within a classification, except as provided above, shall be the basis for the following purposes, including, but not limited to: wage placement, vacation benefits, promotions or transfers within the classification and other purposes regarding the exercise of seniority in a classification. When two (2) or more employees have the same seniority date, they will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected personnel and Association representatives to be in attendance.

D. Seniority List

1. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
2. The seniority list on the date of this Agreement will show the names and job titles of all employees entitled to seniority within their classification.
3. The Board will keep the seniority list up to date at all times and will provide the Association President with current copies up to once per month upon request.

E. LOSS OF SENIORITY

1. Employees shall lose their seniority for the following reasons only:
  - a. They quit.
  - b. They are discharged and the discharge is not reversed through the Grievance Procedure.
  - c. (1). An employee who is absent for three (3) consecutive working days without notifying their immediate Supervisor shall be terminated from their employment.  
  
(2). After such absence, the Superintendent or designee shall send written notification to the employee at their last known address that their employment has been terminated.  
  
(3). Exceptions shall be made by the Superintendent or designee involving proper cases.
  - d. They do not return to work when recalled from layoff as set forth in the Recall Procedure. In proper cases, exceptions shall be made by the Board.
2. Employees who do not return from sick leaves or leaves of absence will be treated the same as provided in 1c above.

F. SENIORITY OF ASSOCIATION OFFICERS

Elected Association officers shall have senior employee status in case of layoff for positions within their classification for which they're qualified and have the ability to perform.

## ARTICLE IX

### LAYOFF

A. Definition - "Layoff" shall be defined to mean a reduction in the working force covered by the terms of this Agreement.

B. Notice - Employees being laid off shall be given a written notice of layoff in accordance with this provision at least fourteen (14) calendar days (seven [7] calendar days in the event of a work stoppage by another employee group) prior to the date the layoff is to be effective. The written notice of layoff shall be provided to an employee by personal delivery which may include placement in an employee's pay envelope or by first-class mail mailed to the employee's address listed on his/her personnel record. If an employee is on vacation or away from his/her residence for an extended period of time, the employee will notify the personnel office in writing of an address where the employee can be notified in accordance with this provision. In the event that the written notice of layoff is mailed to an employee, the fourteen (14) or seven (7) calendar day notice period, whichever is applicable, shall commence on the second day following the date that the notice of layoff is mailed by placement in a United States Post Office mailbox or deposited with a United States Post Office.

C. Procedure - In the event of a layoff, affected employees shall be laid off in the following order and in the following manner:

1. First, probationary employees and temporary employees within the classification or classifications affected by the layoff.
2. Second, the necessary number of the lowest seniority employees in the classification or classifications affected by the layoff based upon the seniority the affected employee or employees have accrued in the classification, subject to the following provision.
3. A seniority employee being laid off from his/her position may exercise his or her seniority as to any position within his/her classification which is equal to or lower than his or her position based upon comparative wage rates. In the event no position is available within the employee's classification and the employee has accrued seniority and worked in another classification within the bargaining unit, the employee may exercise his or her seniority accrued in his/her former classification and displace a lower seniority employee in that classification. This procedure shall only affect the lower seniority employee or employees in the classification and shall apply to employees who are displaced by other employees exercising their seniority rights within the classification.
4. Seniority - For purposes of this provision, the seniority of employees shall be based upon the seniority the employee has accrued in a classification, not on seniority accrued on a district-wide basis. Employees who are laid off under the terms of this Agreement, excluding probationary employees, shall accrue seniority while laid off for a period not to exceed their accumulated seniority or a period of one (1) year, whichever period is less. The accrual of seniority during a layoff shall not apply to wage placement, vacations or accrual of sick leave days.
5. Notice of Vacant Bargaining Unit Positions - Laid off employees shall receive written notice of vacant bargaining unit positions (including promotional positions and newly created positions which are posted in accordance with Article XI) by first-class mail mailed to their last known address during the period such employees are eligible for recall under the terms of this Agreement.
6. Substitutes - An employee who is laid off under this provision and who works as a substitute in a bargaining unit position during the period of layoff shall not accrue any bargaining unit rights under the terms of this Agreement, except as provided above. Laid off

employees who substitute in the classification from which they were laid off shall be paid the rate of pay they were being paid at the time they were laid off for the performance of substitute work during the period such employees are eligible for recall under the terms of this Agreement. The rate of pay paid to laid off employees for the performance of substitute duties shall not be subject to incremental increases or wage schedule increases. The rate of pay paid to laid off employees who substitute in the classification from which they were laid off shall not be less than the base rate of the classification. If an employee who is laid off substitutes in a classification other than the classification from which he/she was laid off, the employee shall be paid the substitute rate for that classification.

## ARTICLE X

### RECALL\*

A. Procedure - In the event the work force covered by the terms of this Agreement is increased following a layoff, the following procedure shall apply.

1. First, employees who have exercised their seniority within their classification by accepting another position equal to or lower than the position from which they were laid off shall have the option of returning to the position they held at the time of layoff if the position is reinstated on the basis of seniority accrued within the classification, with the highest seniority employee being recalled first.
2. Second, employees shall be recalled to the classification from which they were laid off in reverse order of the layoff, with the highest seniority employee being recalled first. This provision applies to employees who were laid off from the classification and to employees who were, likewise, laid off from the classification but who exercised their accrued seniority in another classification in which they had previously worked. Employees being recalled in accordance with this provision shall be eligible for positions which are lower than or equal to the position from which they

\*The recall of employees from layoff shall be subject to the applicable provisions of Article XIV, Section A(4), entitled "Return from Leave of Absence".

were laid off based upon comparative wage rates, provided that they are qualified if the position or job level within the classification is different from the position or job level they held at the time of layoff.

B. Notice of Recall - In the event of a recall, the Board or its designee shall provide a written notice of recall to the affected employee or employees by personal delivery or by registered or certified mail, sent to the employee's last known address. It is the responsibility of the employee to advise the Superintendent or designee of his/her current address and of any changes in address.

C. Reporting to Work - In the event an employee fails to report his/her intent to return to work or fails to submit a written recall refusal pursuant to Section E of this Article within seven (7) calendar days following the date of delivery of a written notice of recall, the employee shall be considered a "quit". Further, in the event an employee fails to report to work within ten (10) working days after the date the employee is scheduled to return to work, the employee shall be considered a "quit".

D. Right to Recall - No employee shall have a right to recall or be eligible for recall for a period of time exceeding his/her accumulated seniority at the time of layoff up to a maximum period of six (6) years. The minimum period during which an employee shall have a right to recall or be eligible for recall shall be a period of two (2) years from the date the employee is laid off.



E. Refusal of Recall - In the event a secretary is laid off from a full-time position and is recalled to less than a full-time position, or in the event the secretary is laid off from a part-time position and is recalled to a position of lesser time than the part-time position, the affected secretary may refuse the recall and shall retain his/her recall rights as provided in this Agreement. A laid-off paraprofessional may refuse recall to a position of lesser time than the position from which the paraprofessional was laid off, provided that the amount of reduced time is one (1) or more hours per day for the position to which the paraprofessional is being recalled. A paraprofessional refusing recall in accordance with this provision shall retain all recall rights as provided in this Agreement.

Employees refusing recall shall provide written notification of such refusal to the School District within the time limits set forth in Section C of this Article. If an employee refuses recall to a part-time, lesser time or reduced time position, the employee shall not be eligible to displace the employee granted the part-time, lesser time or reduced time position even if such position becomes full time or the hours are increased for such position, unless the position becomes vacant and is available for employees on the recall list.

## ARTICLE XI

### TRANSFERS

#### A. Vacancies and Newly Created Positions

1. Transfers - In the event of a vacancy or a newly created position within the bargaining unit, employees shall be given the opportunity to transfer on the basis of seniority, provided that such transfer may not be used for promotional purposes. A lateral transfer of an employee within the classification in which the vacancy or newly created position exists will be considered on the basis of skill requirements, experience level and seniority. In the event candidates are equal, seniority shall be the deciding factor.
2. Posting - Job vacancies will be posted for a period of seven (7) calendar days on the Association bulletin board in each building. Employees interested shall apply within the seven (7) calendar day posting period. The employee applying for the transfer and who is selected shall be granted a four (4) week trial period (not including summer work) to determine: a) desire to remain on the job, and b) ability to perform the job. In the event the applicant is denied the transfer, reasons for denial shall be given in writing by the Board to such employee.
3. Summer Notification - During the summer when school is not in session, the building representatives will be sent notices of vacancies or newly created positions required to be posted in accordance with this Article. The Association shall furnish the names and addresses of building representatives for purposes of this provision by June 1 of each year.

#### B. Building Closing and Program Changes and Alterations -

In the event of a school building closing or program change or alteration affecting bargaining unit employees, such employees may displace other employees within the same classification at the same job or position level based upon comparative wage rates, as defined in Article IX, on the basis of seniority. If the building closing or program change or alteration results in a

reduction of personnel within one (1) or more classifications affected by the closing, the provisions of Article IX shall apply to such classification or classifications, rather than the provisions of this Section. This Section may not be used for promotional purposes.

C. Voluntary Changes - Any paraprofessional employee who voluntarily changes to a secretary classification will be placed on the secretary pay scale at the paraprofessional's current rate of pay or the secretary base pay, whichever is greater.

## ARTICLE XII

### PROMOTIONS

#### A. Vacancies and Newly Created Positions

1. Promotions - Promotions within the bargaining unit shall be made first within the classification, then within the bargaining unit and shall be made on the basis of skill requirements, experience and seniority. In the event the qualifications of the applicants are equal, then seniority shall be the determining factor.
2. Posting - Job vacancies will be posted for a period of seven (7) calendar days on the Association bulletin board in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who is qualified shall be granted a four (4) week trial period (not including summer work) to determine: a) desire to remain on the job, and b) ability to perform the job. In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing by the Board to such employee.

B. During the four (4) week trial period, the employee shall have the opportunity to revert back to their former position and/or classification. If the employee is unsatisfactory in the new position, notice and reason shall be

submitted to the Association in writing by the Board with a copy to the employee. The matter may then become a proper subject for the Grievance Procedure under Step 3(a).

C. During the trial period, employees will receive the rate of the job they are performing.

D. Any employee who, in the opinion of the immediate Supervisor, does not satisfactorily complete his/her trial period in the position and/or classification to which he/she has been promoted, will be returned to the position and/or classification from which he/she was promoted. His/her salary will revert to the position and/or classification from which he/she was promoted, and their seniority shall not be affected.

E. Any employee who is promoted during his/her probationary period shall be considered to have satisfactorily completed his/her probationary period in that classification.

F. Employees requested to work in a higher classification shall be paid at the same rate of the higher classification for the entire day.

G. Promotions Within a Classification - Employees who receive a promotion within their classification (example: Secretary, Office to Secretary, Administrative) shall receive credit for wage placement purposes for the seniority such employees have accrued within the classification and shall be placed on the appropriate step accordingly.

## ARTICLE XIII

### PAID LEAVES

- A. Sick Leave:
1. In case of illness, the Board allows sick leave without loss of pay to permanent employees for the following reasons: personal illness, serious illness or quarantine of immediate family. The annual sick leave allowance shall be credited at the beginning of the employee's work year. Any used but unearned sick leave days from the employee's annual sick leave allowance shall be deducted from the employee's last pay in the event the employee terminates prior to the end of the work year.
    - a. Secretaries - A maximum of twelve (12) sick leave days per year with a maximum accumulation of one hundred eighty (180) days for the 1992-93 and the 1993-94 work years.
    - b. Paraprofessionals - Ten (10) sick leave days per year with a maximum accumulation of one hundred and twenty (120) days for the 1992 -93 and the 1993-94 work years.
  2. The immediate family will be defined as: father, mother, wife, husband or child. Use of sick days for serious illness or quarantine of the immediate family shall be subject to the approval of the Superintendent or designee.
  3. The Board reserves the right to grant additional days without loss of pay to employees with over ten (10) years of service to the School District and to pass final judgment in each individual case.
  4. No employee entering the service of the Oxford Area Community Schools will be granted any benefits under the sick leave policy until that employee has completed work for one (1) pay period.
  5. All employees shall be paid for sixty percent (60%) of all accumulated sick days at retirement. Employees must have a minimum of ten (10) years' service in the Oxford Area Community Schools to be eligible for this reimbursement.
  6. General - All employees whose starting time occurs between 6:00 a.m. and 10:00 a.m. shall notify their immediate Supervisor or his or her designee of their use of a sick leave day as soon as possible.

7. An employee who has been absent five (5) consecutive workdays may be requested to present a doctor's statement upon return to work. In case of prolonged illness (over ten [10] consecutive workdays), periodic reports from a doctor may be requested by the Administration. In addition, a pattern of absences may also require a doctor's statement.

B. Childbirth and Child Care Leaves

1. A childbirth leave shall be granted upon written request. Accumulated sick leave may be used at the discretion of the employee. The employee shall be expected to return to work at the conclusion of the childbirth disability, as certified by the attending physician.
2. Child care leaves without pay may be granted upon written request. Such leave should be requested a minimum of thirty (30) days prior to the anticipated last day of work. The employee will be entitled to return from such leave within one (1) year from the date the leave was granted. The employee shall be permitted to return to work providing there is an opening for which the employee is qualified within the classification. During the leave of absence, the employee shall not lose any previously accumulated sick days, seniority or salary position in schedule. In the event the employee on leave under this provision requests re-employment within a one (1) year period after the leave was granted and a position is not available, the right to return shall be automatically extended an additional year.

C. Funeral Leave - Leave may be used at the request of the employee for death in the immediate family: wife, husband, mother, father, children, grandparents, in-laws,\* brothers, sisters, stepparents, stepchildren, grandchildren or any relative living in the employee's home. The first two (2) days of funeral leave will not be deducted from sick leave. One (1) additional day not deducted from the employee's sick leave allowance may be used by the employee upon approval of the Superintendent or designee for necessary travel or business in connection with a

death or funeral. Sick leave may be extended to include necessary travel time with the approval of the immediate Supervisor. Funeral leave for close friends shall be granted at the discretion of the Supervisor.

\*Term shall be defined to include son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law.

D. Business Leave:

1. Two (2) days off, not to be deducted from sick leave, may be approved under this section to cover necessary business and legal activities that cannot be handled on any other day. These will only include:
  - a. Mortgage application
  - b. Mortgage closing
  - c. Internal Revenue Service
  - d. Adoption
  - e. Estate settlement
  - f. Court appearance (if employee is not the defendant).
  - g. Meetings with government bodies if required to attend.
2. A written request shall be made to the immediate Supervisor at least three (3) working days in advance of the anticipated absence; the immediate Supervisor shall reply in writing two (2) days in advance of the absence. In cases of emergency, time limits do not apply. Business or legal activities may be considered as part of the sick leave allowance after two (2) days, not to exceed two (2) days per year.
3. Personal Business Day - Two (2) days of the employee's annual sick leave allowance may be used as personal business days by the employee. If the personal business days are not used during the school year, it may be accumulated as part of the employee's sick leave allowance. The personal business days may be used for business that cannot be arranged for times before or after the employee's workday and shall not be used to extend vacation, periods of recess or holiday periods,

or for social or recreational purposes or for vocational or avocational purposes. The employee shall provide at least twenty-four (24) hours advance notice to the Superintendent or designee of the use of the personal business day under this provision, except in emergencies. Use of a personal business day under this provision may be deferred during periods of unusually high absenteeism among employees. In such an event, requests for use of a personal business day shall be granted based upon the order in which such requests are submitted, to the extent possible.

E. Jury Duty - The School District shall pay an employee who is called for jury duty the difference between the amount paid by the court and the regular amount paid to the employee, if either the employee or the Superintendent is unable to get the employee excused from the duty.

F. Association Conferences - A member of the Association authorized by the Association President to attend a function of the MEA-NEA, such as conferences or conventions, shall be allowed time off to attend such functions without loss of pay subject to the following: the maximum number of days which may be used under the terms of this provision shall not exceed twelve (12) workdays within a two-year period for the entire bargaining unit. The Association shall provide notice of at least one (1) week prior to the use of a conference day under this provision and not more than two (2) employees shall be absent at any one time under this provision.



## ARTICLE XIV

### UNPAID LEAVES OF ABSENCE

A. Leaves of absence without pay or benefits will be granted for a good cause to those employees who have been continuously employed by the Board for one (1) year or more (the one-year period is not applicable to medical leaves of absence), subject to the following provisions:

1. Application - Employees desiring a leave of absence shall submit a written application to the Board (to be filed at the Board Office) containing the reason or reasons for the leave of absence and, subject to this provision, the length of the leave of absence. The Board or its designee shall respond to an employee's application for a leave of absence within thirty (30) days from the date it is submitted, except in emergencies.
2. Length of Leave Leaves of absence shall be for reasonable lengths of time not to exceed a period of two (2) years. A leave of absence may be extended for a period of one (1) additional year upon the written application of the employee desiring the extension which shall be filed not less than sixty (60) days prior to the expiration of his/her leave of absence.
3. Seniority - Seniority shall not accrue during a leave of absence which exceeds ninety (90) calendar days.
4. Return from Leave of Absence - Employees desiring to return to employment from a leave of absence shall submit a written notice of intent to return to the Superintendent or his/her designee not less than thirty (30) days prior to the expiration of their leave of absence. Employees desiring to return from a leave of absence shall be eligible for a position within their same classification and job level, provided that a position is available. In the event no position is available upon the expiration of the employee's leave of absence, the employee shall remain eligible for an available position within his/her classification and job level for an additional period of one (1) year. If a position within the employee's classification and job level becomes available during the eligibility period, the employee may return to the position, provided that the employee has greater seniority for the position

than any laid off employee who would otherwise be eligible for the position pursuant to Article X. Employees on a medical leave of absence shall be eligible to return from a medical leave of absence according to the applicable provisions of Section 5 of this Article.

5. Medical Leave of Absence - Any employee who has been absent due to illness, injury and/or disability for a period of ninety (90) consecutive days or who has exhausted his/her accumulated sick leave days, whichever period is later, shall submit a written application for a medical leave of absence, together with a physician's statement indicating the nature of the illness, injury or disability. The application shall be submitted within thirty (30) days following the conclusion of the ninety (90) consecutive day period or following the date the employee has exhausted his/her accumulated sick leave days, whichever period is later (for employees not receiving worker's compensation benefits, this period shall not exceed the maximum number of accumulated sick leave days provided in Article XIII Section A (1) (a) for secretaries and in Section A (1) (a) for paraprofessionals and for employees who are receiving worker's compensation benefits, this period shall not exceed three hundred sixty-five (365) calendar days). A medical leave of absence shall be subject to the applicable provisions of this Article. An employee who has been employed with the District less than five (5) years shall be eligible to return to employment from a medical leave of absence in accordance with Section 4 of this Article. An employee who has been employed by the District for more than five (5) years shall return from a medical leave of absence to his/her position, provided that such employee returns to employment within one (1) year from the date the employee's medical leave of absence commences. During the above one (1) year period, the affected employee's position shall not be subject to posting or to any of the provisions of Article X (Recall), Article XI (Transfers) and Article XII (Promotions), and said position may be filled by the Board or its designee in any manner and with any person that it deems appropriate. The method and manner of filling such position shall be at the sole discretion of the Board. If an employee who has been employed by the District for more than five (5) years fails to return from a medical leave of absence within the one (1) year period, the Board will post the position. Any employee returning from a medical leave of absence shall furnish a physician's statement certifying that the employee

may return to work and perform his/her job duties and shall furnish written notice of intent to return to the District. An employee on a medical leave of absence may be eligible to return to employment prior to the expiration of his/her medical leave of absence in accordance with Section 4 or this Section, whichever is applicable, provided that the employee has furnished the appropriate physician's statement and furnished a written notice of intent to return.

6. Vacancies - The positions of employees on leaves of absence, with the exception of a medical leave of absence for employees who have been employed by the District for more than five (5) years, which exceed ninety (90) calendar days shall be treated as vacancies in accordance with article XI of this Agreement unless such positions have been terminated or eliminated by the Board. During the period preceding the filling of such vacancies, such positions may be filled with substitutes or temporary employees. This provision shall be subject to the provisions of Section 5 of this Article.
7. Leaves for Association Business - Members of the Association elected to local Association positions or selected by the Association to do work which takes them from their employment with the Board shall, at the written request of the Association, receive temporary leaves of absence without pay and without fringe benefits for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority. Seniority shall not accrue during a leave of absence for Association business, but the employee shall retain seniority accumulated prior to the commencement of the leave.
8.
  - a. In the event the Universal Military Training Act is reinstated by Congress during the duration of this Agreement Articles XX, XXI, XXII of the 1973-1974 contract will be reinstated into the existing Agreement.
  - b. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Board of Education when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

## ARTICLE XV

### WORK YEAR AND WORKING HOURS

#### A. Work Year

1. Notice - On or before February 1st of each school year, except in emergencies, the Superintendent or designee shall provide to each secretary a statement setting forth the employee's name, current classification and length of work year. A copy of the statement shall be forwarded to the Association President. The length of the work year for employees may be subject to adjustment due to the make up of student days.

#### 2. Regular Work Year

a. Paraprofessionals - The regular work year for paraprofessionals shall be based upon the number of days of student instruction occurring during the regular school year when school is in session, plus two (2) additional workdays.

b. Secretaries - The regular work year for secretaries will range from 195 days to 240 days depending upon the employee's position and exclusive of holidays and vacation days.

#### 3. Start of Work Year

a. Each employee shall be informed of the tentative starting date for the next school year prior to the end of the employee's current scheduled work year, except in emergencies.

b. In the event an employee is required to begin the new work year prior to the tentative starting date, the Superintendent or designee shall notify the employee two (2) weeks prior to the revised starting date, except in emergencies. An employee who begins the new work year prior to his/her tentative starting date shall be provided with one (1) of the following options upon approval of the Assistant Superintendent:

(1) An appropriate number of unpaid days off during the work year.

(2) Continue to work the longer work year.

#### 4. Extended Work Year

a. In the event an employee is required to work beyond the assigned work year, the affected employee shall be notified in writing of the extended work year thirty (30) calendar days prior to the end of the employee's assigned work year, except in emergencies. An employee whose work year is extended beyond the assigned work year for reasons other than the make-up of student days shall be provided with one of the following options upon the approval of the Assistant Superintendent:

(1) An appropriate number of unpaid days off during the subsequent work year.

(2) Continue to work the longer work year.

5. Rescheduling of Workdays - Nothing contained herein shall prevent the rescheduling of workdays as deemed necessary by the Superintendent or designee after consultation with the Association President. The rescheduling of workdays shall also be subject to the provision regarding Emergency Closing of Schools whenever applicable.

6. For purposes of this provision, an "emergency" shall be defined as an unforeseen or unexpected occurrence or condition, including but not limited to unresolved school calendar or starting date, death or illness.

B. Working Hours

1. Paraprofessionals - The paraprofessional's workday shall consist of a minimum of four (4) hours per day based on a five (5) day per week schedule, unless otherwise mutually agreed between the Union and the Superintendent or designee. The following general provisions shall apply to teacher paraprofessionals:

a. Paraprofessionals working in the summer program will be paid at the same rate as during the school year.

b. The minimum call-in time shall be two (2) hours.

c. Time worked over the regular shift shall be paid to the nearest one-half (1/2) hour.

d. In the event a paraprofessional's hours increase by more than one (1) hour per day, the affected paraprofessional's position shall be posted as a vacancy pursuant to Article XI. A

paraprofessional with higher seniority who is working fewer hours than the hours associated with the posted position shall be eligible to displace the affected para- professional and be placed in the posted position. If more than one (1) para- professional applies for the posted position, seniority shall be the determining factor, provided all of the applicants are working fewer hours than the hours associated with the posted position. The displaced paraprofessional shall be assigned to the position vacated by the para- professional who is placed in the posted position.

2. Secretaries - The regular workday for secretaries shall be eight (8) hours, with a half-hour, duty-free, paid lunch.

In the event a half-time secretarial position is increased to a full time position, the expanded position shall be treated as a vacancy and shall be filled as provided for in Article XI and/or Article XII. If, as a result, the secretary who held the original half-time position is displaced by another secretary, then the latter's previous position (along with any other positions which may subsequently result) shall also be treated as regular vacancies, and shall also be filled as provided for in Article XI and/or Article XII.

- C. Relief Break - Employees working six (6) hours or more shall be entitled to a ten (10) minute relief break in the mid-morning and in the mid-afternoon, as scheduled by the immediate supervisor. Employees working less than six (6) hours shall be entitled to a ten (10) minute relief break during their scheduled workday, as scheduled by the immediate supervisor. It is the intent of this provision to provide a relief break away from regular work responsibilities.

- D. Emergency Closing of School

1. School Closing - Employees Required to Report - When schools are closed due to inclement weather or other natural causes, employees are expected to report for work unless such employees are authorized not to report for work in accordance with Subsection 2 of this provision. If an employee cannot report for work due to inclement weather or other natural causes, the employee shall notify his/her Supervisor by telephone and shall be eligible to use one (1) sick leave day from his/her sick leave bank for each day that such employee does not report for work.

2. School Closing - Employees Not Required to Report
- a. Paraprofessionals - In the event that paraprofessionals are authorized by their Supervisor not to report for work or are authorized to leave work early due to inclement weather or other emergency causes, and in the event that such day or part of a day is rescheduled as a make-up day for students on a day when such paraprofessionals are not scheduled for work, the paraprofessionals shall not be paid for the day or part of a day school is closed. Paraprofessionals shall be scheduled to work on the make-up day and shall receive their normal pay for the make-up day. If no make-up day is scheduled for students and if paraprofessionals are told by their Supervisor not to report for work or are authorized to leave work early due to inclement weather or other emergency causes, they shall be paid for the day.
- b. Secretaries - If secretaries are authorized by their Supervisors not to report for work or are authorized to leave work early due to inclement weather or other emergency causes, the secretaries shall be paid for the day or part of the day school is closed, subject to the other provisions of this section. If a day or part of a day when school was closed due to inclement weather or other emergency causes is rescheduled as a make-up day for students, but the number of days in the secretary's work year is not increased as a result, the secretary shall receive his/her normal pay for his/her regular work year. If such a day or part of a day is rescheduled and causes an increase in the number of days in a secretary's work year, the following guidelines will be observed: The secretary is expected to work, but at his/her option, may do so without pay, or may do so and use one (1) day of accumulated sick leave for each such day. A secretary who is absent on such make-up day(s) shall be indebted to the District for the pay he/she received on the day or part of the day being made up.
3. Early Dismissal - When students and teachers are dismissed early due to inclement weather which affects driving conditions, employees may leave work when the building has been cleared of students, except in emergencies and subject to the provisions of Subsection 2 of the provision.

4. Statutory Change or Modification - If, due to a statutory change or modification, the School District can count days school is closed for students due to inclement weather or other emergency causes as days of pupil instruction for state aid purposes, and/or if the School District is not required to make up days of student instruction without loss of state funding, employees shall not be required to make up days school is closed for students as a result of inclement weather or other emergency causes and shall not lose pay or paid leave.

E. Adding of Additional Shift - In the event that a second shift is added for employees covered by the terms of this Agreement, the working hours, compensation and other conditions relating to such second shift shall be negotiated with the Association prior to implementation.

F. Classroom Coverage - Bargaining unit members shall not be required to provide classroom supervision in the absence of a teacher for more than fifteen (15) minutes at any one time, except in emergencies. Alleged abuse of this provision will be a proper agenda item for a Special Conference pursuant to Article V, if requested by an employee and/or the Association.

#### ARTICLE XVI

##### OVERTIME PREMIUM

A. Any hours worked after eight (8) hours in any day or over forty (40) hours in any one (1) week shall be compensated for at the rate of one and one-half (1 1/2) times the regular hourly rate for all employees covered by the terms of this Agreement. This provision is subject to the provisions of Section B set forth below for time worked on holidays and Sundays.



B. Time and one-half will be paid for all designated holidays plus holiday pay and double time for all hours worked on Sundays.

ARTICLE XVII

HOLIDAY PROVISIONS

A. Employees shall be paid their current rate based upon the number of hours normally worked by the employee for the following holidays:

1. Secretaries:

The day preceding New Year's Day

New Year's Day

Good Friday

The Monday following Easter Sunday

Memorial Day

Fourth of July - Secretaries shall not receive July 4th as a holiday unless they have been scheduled to work the last scheduled workday immediately preceding the July 4th holiday or have been otherwise scheduled to work a full twelve (12) month work year.

Labor Day

Thanksgiving Day and the day following

Christmas Day and the day preceding

The day following Christmas Day

2. Paraprofessionals:

The day preceding New Year's Day

New Year's Day

Good Friday

Memorial Day

Labor Day

Thanksgiving Day and the day following

Christmas Day and the day preceding

B. In the event the holidays set forth in Section A fall on a Saturday or Sunday, the affected holidays shall be rescheduled for a Friday or Monday, as the case may be, provided school is not in session on the rescheduled day or days. If school is in session on such day or days, the holiday or holidays shall be rescheduled to another day which does not conflict with school, by mutual agreement between the Superintendent or his designee and representatives of the Association.

C. In the event school is in session on the Monday following Easter Sunday, the scheduled holiday for employees in the secretary classification shall be rescheduled to another date which does not conflict with school by mutual agreement between the Superintendent or his designee and representatives of the Association.

#### ARTICLE XVIII

##### VACATIONS

A. Eligibility - Secretaries will earn credit toward vacations with pay in accordance with the following schedule:

1. The first year employees will be prorated at the rate of 5/6th of a day per month worked.
2. From one (1) through five (5) years of service - ten (10) days vacation.
3. For each year over five (5) years, one (1) day shall be added to a maximum of twenty (20) days.

For computation purposes, those employees hired between July 1 and December 31 will have their vacation years of service figured from July 1 of that year, and those employees hired between January 1 and June 30 will have their vacation years of service figured from July 1 of that year.

Example: Hired in August, 1985 - employee will complete first year on June 30, 1986. Hired in January, 1986 - employee will complete first year on June 30, 1987.

Employees will be paid for any unused vacation days of the current school year by the end of the fiscal year (June 30).

B. If an employee is laid off or retires, they will receive vacation credit accrued in the current fiscal year.

C. Upon request, paraprofessionals will be permitted to take unpaid vacation days in an amount not to exceed ten (10) days per school year. Paraprofessionals desiring to take unpaid vacation days in accordance with this provision shall submit a written request for such days to their immediate supervisor at least ten (10) days prior to the commencement of the vacation. Within five (5) working days, except in emergencies, after receiving the employee's request for unpaid vacation days, the employee's Supervisor shall provide written notification to the requesting employee of the approval or disapproval of the use of unpaid vacation days. Not more than three (3) employees in the paraprofessional classification may take unpaid vacation days at the same time. To the greatest extent possible, the taking of unpaid vacation days shall not interfere with the efficient operation of the employee's department.

D. Secretaries shall take their vacation during the school year when school is not in session. Any exception to this Article must be approved by the Administration.

E. In the event a holiday provided for secretaries in Article XVII occurs during the employee's scheduled vacation, the employee shall receive holiday pay for such day instead of vacation pay.

F. A vacation may not be waived by an employee and extra pay received for work during that period. Exceptions may be made by the Board's permission.

G. If an employee becomes ill and is under the care of a duly licensed physician during their vacation, the vacation will be rescheduled and the Sick Leave article will apply.

H. Employees will be paid their current rate of pay on a regular working day, but not over eight (8) hours while on vacation and will receive credit for any benefits provided for in this Agreement.

I. Pay Advances - If a regular payday falls during the employee's vacation, and they want advanced pay, they must make the written request at least two (2) weeks prior to the time of vacation.

## ARTICLE XIX

### EMPLOYEE BENEFITS HEALTH INSURANCE, DENTAL INSURANCE, LIFE INSURANCE, DISABILITY INSURANCE AND VISION INSURANCE

A. Health Insurance - a fully Board-paid Blue Cross/Blue Shield MVF-1 health care insurance plan will be provided for full time secretarial employees. Coverage will include a full family, \$2.00 co-pay prescription drug rider, Option I master medical coverage, ML rider and semi-private room coverage, Second Opinion, Case Management, and Predetermination Riders. The cost of additional riders covering individuals excluded from the basic full family policy may be purchased by the employee.

1. Any employee who works under thirty (30) hours per week may belong to the group health plan, with the employee paying all costs (no cost to the Board).
2. Any employee who works thirty (30) hours per week or more shall, upon written application, be covered in the group health insurance plan by the employer paying one half (1/2) of the premium. Any employee who works thirty (30) hours per week or more and who has not less than ten (10) years of seniority with the School District within the bargaining unit shall, upon written application, be covered in the group health insurance plan by the employer paying 100% of the premium, subject to the terms of the policy and insurance enrollment periods and subject to the provisions herein set forth. Employees who are eligible for health insurance under the terms of this provision shall be responsible for notifying the Board Offices of their election to receive such insurance in accordance with this provision and shall complete the appropriate application for such coverage. Employees or their spouses or their eligible dependents shall not be entitled to medical insurance coverage under the terms of this provision in the event they are covered by other medical insurance plan(s). Upon the request of the Superintendent or his/her designee, an employee shall furnish a letter or provide information from the spouse's employer or any other appropriate person, firm, entity, or corporation stating that the employee and/or spouse and/or eligible dependents are not

covered by a medical insurance plan. Employees under this provision shall disclose employment by spouses or provide other information for purposes of verifying medical coverage.

THIS PROVISION IS NOT RETROACTIVE AND IS SUBJECT TO ANY APPLICABLE REQUIREMENTS OF THE MEDICAL INSURANCE CARRIER.

3. Health Insurance Option - Secretaries who do not elect to receive health insurance shall receive the sum of twenty five (\$25) per month to be applied to mutually agreed upon insurance coverages or TSA's approved by the Board.

B. Dental Insurance - The Board of Education agrees to provide an 80/80 dental plan to be selected and paid by the Board for full-time secretarial employees.

C. Life Insurance - Regular employees who work four (4) hours or more per day shall be provided a term life insurance policy with an accidental death and dismemberment clause as follows:

Secretaries:	\$20,000
Paraprofessionals:	\$13,000

D. Short Term and Long Term Disability Policies - The Board of Education agrees to provide a group income protection insurance plan for all regular employees whose regular work schedule is four (4) hours per day or more, which pays sixty-six and two-thirds (66 2/3%) percent of an employee's pay (not to exceed a combined maximum of One Thousand Five Hundred and 00/100 [\$1,500.00] Dollars per month from all sources) after ninety (90) days of disability to age sixty-five (65) subject to all the terms of the insurance policy.

E. Vision Insurance - The Board of Education agrees to provide MESSA Vision Plan 3, for full-time secretarial employees, subject to the terms of the policy effective March 1, 1990.

F. Extended Cash Pay Coverage - At the option of the employee, group health care insurance coverage at group rates may be extended up to thirty-six (36) months beyond the date the Board ceases to be liable for the premium payments, subject to the approval of the insurance carrier and consistent with the provisions of the federal COBRA regulations. To be eligible for this extended coverage, the employee shall make payments to the Board and/or insurance carrier in an amount and manner consistent with the provisions of the COBRA Law. Failure to receive timely payment may result in the employee being dropped from continuing group coverage unless prior arrangements have been made with the appropriate Board personnel or with the insurance carrier. A similar availability of health insurance coverage at group rates shall be available to qualifying dependents of employees as provided for in COBRA guidelines.

## ARTICLE XX

### WORKER'S COMPENSATION INSURANCE

Each employee will be covered by the applicable worker's compensation insurance laws. The Board further agrees that an employee being eligible for worker's compensation insurance will receive, if injured on the job, in addition to the worker's compensation income, an amount to be paid by the Board sufficient

to make up the difference between worker's compensation and the employee's regular net weekly income based on hours, and it shall not exceed a period of over ninety (90) calendar days. (This is not chargeable to sick leave.)

## ARTICLE XXI

### MISCELLANEOUS PROVISIONS

A. Attendance at Meetings - All employees covered by the terms of this Agreement shall be paid their regular hourly rate for all meetings the employees are required to attend by their Supervisor. This provision does not apply to meetings at which employees' attendance is voluntary or to hearings held pursuant to the Grievance Procedure.

B. Study Committees - The Board and the Association agree to establish one or more Study Committees consisting of up to three (3) representatives of the Administration and three (3) representatives of the Association for the purposes of: reviewing and studying additional training, instruction, courses, programs, certification and compensation for all employees; reviewing and clarifying the current language of the contract; resuming the joint study previously undertaken to develop written job descriptions which include skill requirements and expected duties and responsibilities for all bargaining unit positions.

C. Definitions - For purposes of the Collective Bargaining Agreement, the following terms shall be defined in the following manner:



1. Unit or Bargaining Unit - These terms shall be defined to include the entire group of employees covered by the terms of the Collective Bargaining Agreement and are inclusive of all classifications, positions, and job levels referred to in the Agreement.
2. Classification - The term classification refers to the categorical grouping of employees based upon work function. The two (2) classifications under the terms of the Collective Bargaining Agreement are as follows:
  - a. Secretary
  - b. Paraprofessional
3. Position or Job Level - These terms refer to the individual positions included within the employee's specific classification. The following positions are included within each designated classification:
  - a. Secretary Classification
    - (1). Secretary, Administrative - All secretaries who are primarily responsible to a certified administrator for a significant portion of their work:  
Secretary to Elementary Principal  
Secretary to Middle School Principal  
Secretary to High School Principal.  
Secretary to High School Counseling  
Secretary to Community Education Director  
Secretary to Special Education Director

(2). Secretary, Office - All other secretaries who have more general office or department responsibilities.

Secretary to Elementary Offices

Secretary to Middle School Office

Secretary to High School Office

Secretary to High School and Athletic Offices

Secretary to Community/Vocational Education

Secretary to Special Education Office

Dispatcher to Transportation Office

b. Paraprofessional Classification

Paraprofessionals

4. Job Descriptions

The Association recognizes that the Board retains sole discretion to officially adopt job descriptions, and the Board agrees that once adopted, such job descriptions will not be unilaterally altered without prior discussion with the Association. Job descriptions for new bargaining unit positions shall be discussed between the parties prior to such positions being posted.

D. Paraprofessionals - General

1. Arrangements will be made to provide a suitable place for changing apparel.
2. The Board will provide suitable and serviceable rain gear for paraprofessionals, with provisions for a place to hang clothing.
3. The decision to use paraprofessionals for playground supervision will be determined by the Principal. Reasonable attempts will be made to limit such assignments during inclement or extremely cold weather. If an employee and/or the Association alleges abuse of this provision, it will be a proper subject for a Special Conference under Article V.

E. Paraprofessionals - Clothing Allowance - A clothing allowance of forty dollars (\$40.00) per year will be granted to paraprofessionals regularly required to work outside. This shall be paid at the end of the fall semester only, after working a full year.

F. Mileage Allowance - Employees required in the course of their work to drive personal automobiles shall receive a car allowance of \$.185 per mile or the IRS allowance, whichever is higher.

G. NO STRIKE CLAUSE

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not, for the duration of this Agreement, authorize any strike, slow down or stoppage of work.

H. RATES FOR NEW JOBS

When a new job is created in a unit and cannot be properly placed in an existing classification, the employer will notify the Association prior to establishing a classification and rate structure. In the event the Association does not agree that the description and rate is proper, it shall be subject to the Special Conference Article.

I. SAVINGS CLAUSE

1. If any provision of this Agreement or any application of the Agreement to any employee covered under this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and

subsisting, except to the extent provided by law, but all other provisions or applications shall continue in full force and effect.

2. A special conference shall be held within ten (10) days with the employee affected by this provision to discuss the provision in question that may be invalid.

J. SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiations between the Board and the Association. They shall be approved or rejected within a period of ten (10) calendar days following the conclusion of negotiations. It is expressly understood that no areas of this contract may be reopened for negotiation without the mutual agreement of the parties.

K. Upon the prior written authorization and approval of the Superintendent or his/her designee, employees may be permitted to attend conferences and/or workshops related to their job duties and responsibilities at the expense of the School District.

L. Upon prior authorization by the Superintendent or his/her designee, employees may attend work related adult education and community education classes in the School District and shall be reimbursed for the cost of such classes upon successful completion.

M. Technological Changes - The parties agree that major changes in technology may impact on bargaining unit members and positions. Every attempt will be made to insure that when major technological changes are contemplated by the employer, a smooth and positive transition is made to minimize impact on the employees. Examples of steps to be taken may include, but not be limited to the following:

1. Advance consultation with the affected employee(s) and/or Association.
2. Training opportunities.

N. MEDICALLY FRAGILE STUDENTS - Whenever new students who enroll in the district are determined to be medically fragile through the IEPC process, and are deemed to require specialized health services as a result, a plan will be developed to identify and/or appropriately train a paraprofessional to meet these needs. Specialized health services are understood to include, but not be limited to, suctioning, catheterization, diapering or attending to other personal hygiene or medical needs of a student. If the needs of the student are so severe as to require a one-on-one aide, or other circumstances so dictate, a new position will be posted and filled, with the health service requirements indicated. If the needs are less severe, and the position must be filled within existing staffing levels, then the initial step will be to seek a volunteer to undertake the assignment - first within the building involved, then within the rest of the paraprofessional classification. If all paraprofessionals within the building decline the assignment, it

is understood that the displacement and reassignment of classification members may become necessary; if all paraprofessionals within the bargaining unit decline the assignment, it is understood that the district may be required to employ a new paraprofessional and that the layoff of unit members or the reduction of unit member hours may become necessary as a result. All training that is necessary for the performance of the above described health services will be the responsibility of the district, which will provide the necessary time and funding necessary in a timely manner.

#### ARTICLE XXII

##### APPENDICES

The following Appendices are incorporated and made a part of this Agreement:

- A. Rates of Pay
- B. Temporary and Substitute Employees
- C. Skill Requirements and General Job Descriptions

#### ARTICLE XXIII

##### RATIFICATION AND TERMINATION

This Agreement shall be effective as of July 1, 1992, and shall remain in full force and effect until June 30, 1994. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90)

days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraphs:

1. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.
2. The Association agrees to submit this Collective Bargaining Agreement to the membership and recommend that it be ratified and adopted in its entirety and final action of such ratification shall be taken.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first below written.

Nancy J. Maslowsky  
Nancy Maslowsky, President

John Smith  
President

Mary Ann Cockman  
Mary Ann Cockman, MEA-NEA

Sandra Sander  
Secretary

Date: June 29, 1993

Date: July 15 1993

APPENDIX A

A. RATES OF PAY

Classification/Job Level

Prior Secretary I 1992-93    1993-94

End of 3 years \$10.03

Secretary, Office 1992-93    1993-94  
(Prior Secretary II)

Secretary to Elementary Offices  
Secretary to Middle School Office  
Secretary to High School Office  
Secretary to High School and Athletic Offices  
Secretary to Community/Vocational Education Offices  
Secretary to Special Education Office  
Dispatcher to Transportation Office

Base \$8.38 \$8.59  
After 60 workdays \$8.81 \$9.03  
End of 1 year \$9.29 \$9.52  
End of 2 years \$9.72 \$9.96  
End of 3 years \$10.46 \$10.72

Secretary, Administrative 1992-93    1993-94  
(Prior Secretary III)

Secretary to Elementary Principal  
Secretary to Middle School Principal  
Secretary to High School Principal  
Secretary to High School Counseling  
Secretary to Community Education Director  
Secretary to Special Education Director

Base \$8.51 \$8.72  
After 60 workdays \$8.94 \$9.16  
End of 1 year \$9.41 \$9.65  
End of 2 years \$9.85 \$10.10  
End of 3 years \$10.57 \$10.83

Prior Secretary IV 1992-93    1993-94

End of 3 years \$10.68

Paraprofessionals 1992-93    1993-94

Base \$7.10 \$7.28  
After 30 workdays \$7.50 \$7.68  
After 1 year \$7.92 \$8.11



B. Retirement - The Board will pay retirement costs on all wages into the Michigan Public School Employees Retirement System as required by law.

C. Longevity - Longevity shall be paid to both secretaries and paraprofessionals who have completed the indicated years of service to the School District in the bargaining unit as follows:

After completion of 10 years service	\$.10 per hour
After completion of 15 years service	\$.15 per hour
After completion of 20 years service	\$.20 per hour
After completion of 25 years service	\$.25 per hour

The above amounts shall not be cumulative from one longevity step to the next - e.g. an individual being paid \$.10 for longevity would be paid \$.15 for longevity (not \$.25) upon the completion of 15 years of service.

APPENDIX B

TEMPORARY AND SUBSTITUTE EMPLOYEES

A. From time to time, the Board may employ temporary employees to supplement the regular work force. However, in no case will the period of employment of these temporary employees exceed ninety (90) days, and in no case can a temporary employee replace a permanent employee.

B. The rate of pay for these temporary employees will be the rate established for the initial starting rate of the classification.

C. Fringe benefits contained in this Agreement will not apply to temporary or substitute employees.

APPENDIX C

OXFORD AREA COMMUNITY SCHOOLS  
SECRETARY, ADMINISTRATIVE

Skill Requirements:

1. High School diploma.
2. One year experience in office procedures.
3. Experience and training which provide the following abilities, skills and knowledge:  
  
knowledge of grammar, spelling, punctuation and arithmetic;

ability to type/word process at 55 WPM corrected;

ability to operate a personal computer and standard office equipment;

ability to compose and generate letters and other correspondence;

ability to communicate tactfully, courteously and effectively with staff and community

Reports to: Administrator in charge

Job Goal: To serve as confidential secretary to the administrator(s) and to facilitate the mission of the school through effective communication, problem solving and the provision of quality clerical support services.

Responsibilities and Duties:

1. Serve as secretary to the administrator-in-charge and perform clerical functions as needed.
2. Assist with enrollment of new students, keep enrollment records up to date, assist with the determination of Fourth Friday count.
3. Maintain appropriate records, files and accounts.
4. Maintain inventory and prepare orders for all instructional and office supplies.
5. Maintain Internal Funds for building/office.
6. Facilitate the scheduling of building usage and keep master calendar.
7. Schedule appointments and Parent/Teacher conferences.
8. Sort and disburse mail.
9. Process new materials and books.
10. Prepare staff/office reports and evaluations.
11. Maintain personnel records for building/office staff as directed.
12. Serve as liaison with parent/community groups.
13. Perform other related duties as assigned.

OXFORD AREA COMMUNITY SCHOOLS  
SECRETARY, OFFICE

Skill Requirements:

1. High School diploma.
2. Experience and training which provide the following abilities, skills and knowledge:  
  
knowledge of grammar, spelling, punctuation and arithmetic;  
  
ability to type/word process at 50 WPM corrected;  
  
ability to operate a personal computer and standard office equipment;  
  
ability to compose and generate letters and other correspondence;  
  
ability to communicate tactfully, courteously and effectively with staff and community

Reports to: Administrator in charge

Job Goal: To assist in providing competent secretarial service in the building/office and to help in accomplishing its mission through effective communication and problem solving.

Responsibilities and Duties:

1. Perform general office receptionist duties.
2. Assist in maintaining accurate student records and files and accounts.
3. Assist with student needs and concerns.
4. Process student records requests.
5. Assist in maintaining materials and equipment.
7. Assist with sorting and disbursing mail and supplies.
8. Serve as a liaison with parents and community groups.
9. Perform other related duties as assigned.

OXFORD AREA COMMUNITY SCHOOLS  
PARAPROFESSIONAL

Skill Requirements:

1. High School diploma or equivalent.
2. The ability to learn and perform routine clerical tasks and operate standard office equipment.
3. The ability to relate effectively with students, staff and parents.
4. The ability to assist with the instruction of students in a structured situation.

Reports to: Building Principal - Also to the Director of Special Education when regular assignment includes a significant special education component.

Job Goal: To provide instructional, technical, clerical and supervisory support to staff and students in the building.

Responsibilities and Duties:

1. Supervise students in such areas as hallways, cafeterias, bus lines, playground and settings relating to before and after school activities as directed by the building administrator.
2. Assist the classroom teacher in supervising students under special circumstances such as when on field trips, when small groups instruction is being conducted or when the teacher must temporarily leave the classroom for an emergency.
3. Assist with learning activities with students under the supervision of the classroom teacher.
4. Perform clerical tasks for such as typing, duplication, filing, recording, word processing, inventory, etc.
5. Perform non-instructional tasks for teachers such as contacting parents, arranging field trips, correcting papers, gathering instructional materials and bulletin boards.
6. Supervise and assist Special Education certified students in Resource Rooms and Basic Classrooms when regular assignment includes a significant special education component.

## LETTER OF UNDERSTANDING

In accordance with their discussions during their negotiations of the 1991-92 collective bargaining agreement, the parties agreed to a Letter of Understanding which authorized the following:

1. The establishment of a new central office clerical position to perform centralized data processing functions,
2. The exclusion of said position from the OESPA bargaining unit,
3. The assignment of some of the student data processing functions being performed as part of the Data Communications position at the High School to the newly created position,
4. The assignment of the remainder of the data processing functions performed as part of the Data Communications position to another high school position, and
5. The transfer/creation of new half-time clerical positions at Clear Lake and Daniel Axford Elementary Schools.

In connection with the negotiation of the 1992-94 collective bargaining agreement it has been agreed that the intent of the original Letter of Understanding will be carried out in a manner that will maintain the 1992-93 OESPA staffing levels for the duration of the contract.

