

OAKRIDGE PUBLIC SCHOOLS

**OAKRIDGE PARAPROFESSIONAL/CLERICAL
ASSOCIATION, MEA/NEA**

COLLECTIVE BARGAINING AGREEMENT

2010-2013

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General Agreement

Preamble

This Agreement, made and entered into by and between the Oakridge Public Schools, hereinafter referred to as the "Board" or "Employer" and the Oakridge Paraprofessional/Clerical Association MEA/NEA, hereinafter referred to as the "Association" on this 25th day of July, 2012.

Nondiscrimination and Harassment Policy

It is the policy of the Oakridge Public School District that no employee shall on the basis of race, color, national origin, creed or ancestry, political belief, sex, disability, religion, age, height, weight, or marital status, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity and in employment. Further, no employee shall be subjected to any harassment on the basis of his/her race, color, religion, sex, national origin, creed, ancestry, political belief, age, height, weight, disability, marital status and other categories protected by state and federal law.

It is understood that all gender specific terms such as "he/she, his/her" mean employee.

ARTICLE I - Recognition

A. Collective Bargaining Unit

The Employer recognizes the Association as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment or other conditions of employment in the following bargaining unit: All full-time and regular part-time aides, paraprofessionals and hall monitors and office/clerical employees employed by the Employer, excluding supervisors, substitutes, confidential employees and all other employees.

B. Paraprofessionals Department

For purposes of this Agreement, the following will be recognized as the paraprofessional classifications:

- Classroom Aide (may include but not limited to Title I, computer, community education, interpreters, art and alternative education)
- Mandated Special Education Aide
- Library Aide
- Monitor (may include but not limited to bus, hall, lunch, playground suspension room)
- Production Assistant

C. Office/Clerical Employees Department

For purposes of this Agreement, the following will be recognized as the Office personnel classifications in order from highest to lowest classification:

1. Head Secretary
2. Assistant Secretary
3. Attendance Clerk
4. Receptionist
5. Dispatcher

D. Positions Excluded

The term "Employee" or "Employees", when used in this Agreement, shall mean and include only those described and defined in Sections A through C of this Article as being represented by the Association, and shall not include the following:

1. Students hired on a cooperative basis with educational programs.
2. Casual or irregular persons who are called in to work on a temporary basis.
3. Persons hired for a fixed period of time not to exceed ninety (90) consecutive calendar days.

Such persons described in D1 through D3 above shall not be covered by this Agreement.

- E. The Employer agrees not to negotiate with any employees' organization other than the Association as long as the Association is recognized as the Bargaining Agent. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment. The decision to pursue arbitration shall be exclusive to the Association and Employer.
- F. This Agreement shall supersede any school District rules, regulations, or practices, which are found to be inconsistent with the specific provisions of this Agreement.

ARTICLE II - Management Rights

- A. The Employer retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the exclusive right:
1. To determine the number, size and location of its facilities and departments, the equipment, machines, technology, material, information, data, systems, supplies and procedures to be utilized in such buildings or branches and to change or discontinue the location or use thereof.
 2. To make all financial decisions including, but not limited to: the setting, fixing, levying, collection and administration and control of all funds: the financing and borrowing of funds; the annexation, consolidation or other reorganization of the District: the right to maintain accounts and financial records.
 3. To determine the organization of management and administration and the selection of employees for promotion to supervisory and other management functions.
- B. Except as expressly restricted by this Agreement, the Employer retains the right to manage the academic and business affairs of the District and to direct the working forces of the District, including, but not limited to, the right:
1. To determine methods and schedules of work, including technological alterations, the transfer or subcontracting of work, locations of work, the procedures and processes to be used.
 2. To determine the basis for selection of employees for hiring and the basis for their retention or dismissal during the probationary period.
 3. To maintain discipline of employees including the right to make reasonable rules and regulations for the purpose of efficiency, safe practice and discipline.
 4. To generally direct the work of the employees, subject to the terms and conditions of this Agreement, including the right: to hire, discharge, suspend or otherwise discipline employees, assign employees or transfer them to particular jobs, duties or locations either on a temporary or permanent basis; determine the amount of work needed and job content; lay employees off for lack of work or for other proper or legitimate reason; and to determine work standards and the quality and quantity of work to be assigned; and to make such studies as it shall require in connection therewith.

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

ARTICLE III - Association and Employee Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Employer hereby agrees that every employee of the Employer shall have the right freely to organize, join and support any Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.
- B. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 of other laws of Michigan or the Constitution of Michigan and the United States that it will not discriminate against any employee with respect to hours, wages, or terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement. It is agreed by the Association that this does not give employees the right to perform duties of the Association during school hours except as otherwise provided herein.
- C. Both parties specifically recognize the right of the other appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.
- D. No employee shall be prevented from wearing insignia, pins or other identification or membership in the Association, which are in good taste, and are not considered to impair the normal educational climate of the school. Bulletin boards, in the employees' lounge or general offices shall be made available to the Association. The Association or any employee shall conduct no Association business during normal working hours except by permission from the administration or as otherwise provided herein. However, the Association President, Grievance Chair and Chief Negotiator may conduct official business without individual situation permission, provided the activity does not interfere with his/her employment assignment.
- E. Freedom of Information Request. The Employer is subject to and will abide by the provisions of the Michigan Freedom of Information Act, PA 442 1976, as amended. The Employer agrees to furnish to the Association in response to reasonable requests from time to time information concerning the financial resources of the District, tentative budgetary requirement and allocations.
 - 1. Upon request and during normal business hours, the Association shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to specific grievances of employees within the bargaining unit, but this right of examination shall not permit the Association to remove any such time sheets or other records from the Employer's premises. Copies of such records shall be provided to the Association upon request at the Association's expense at the usual rates.
 - 2. Upon reasonable written request and unless restricted by law, the Employer shall make available to the Association such information necessary to assist it in the processing of grievances, administration of the Agreement and the negotiation of successors to this Agreement.
- F. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws.
- G. No bargaining unit member shall be disciplined without just cause.

- H. The termination of a probationary employee shall not be subject to Section G above and shall not be subject to the grievance procedure.
- I. If an employee is to be disciplined by an administrator, he/she may have a representative present from the Association.
- J. Discipline Procedures. The Employer agrees to provide the employee with written notification that is to be made a part of the employee's personnel file. In instances where the Employer desires to conduct an investigatory interview with an employee, the employee shall be entitled upon request to have an Association representative present at the interview. A copy of all disciplinary actions involving suspension or discharge will also be provided to that Association, unless the employee requests that the matter be kept confidential.
- K. Personnel Files. The Employer is subject to and will abide by the provisions of the Bullard-Plawecki Employee Right to Know Act, Act 397, 1978, as amended. Employees will be required to sign any material of a disciplinary nature or involving complaints against the employee that are to be placed in their personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary material or complaints shall not be interpreted as agreement with the disciplinary action or complaints. A statement of this effect shall precede the employee's signature. A bargaining unit member, with or without his/her representative(s), will be allowed to review his/her official personnel file under the supervision of the superintendent or his/her designee.
- L. Assaults. An employee who is assaulted while in the performance of assigned duties shall promptly report the assault to the Employer. The Employer shall promptly investigate the incident and render such assistance as necessary under the circumstances, including reporting and cooperating with law enforcement authorities.
- M. Complaints Against Employees. All complaints to be included in the employee's disciplinary file must be in writing. In the event a complaint or charge is made by the person or group, against any employee, the employee shall be given full information with respect thereto and with respect to any investigation conducted by the Employer that is to be included in the employee's file.
- N. Whenever an employee is requested by the Employer to perform duties of the Association during regular school hours, the employee shall be released from regular duties without loss of salary.
- O. Building Representative's Duties. Duties or activities of the building representative shall not be performed during work hours, except with supervisory approval, as follows:
1. To attend grievance meetings mutually scheduled to occur during work hours; or as otherwise agreed to in advance by their supervisor.
 2. The investigation and presentation of grievances according to the grievance procedure established in this Agreement.
 3. The transmission of messages and information, which shall originate with and are authorized by the Local Association or its officers.

Other than during scheduled break and lunch periods or with the prior written permission of the Employer, the Association, its representatives, including Building Representatives, may not transact Association business on school property during work hours. The Association agrees that such business shall not interfere with the operations of the Employer and the work being performed by the employees.

- P. Identification of Association Officers and Representatives. The Employer shall be informed in writing of the names of Association officers and representatives or any changes therein.
- Q. Use of Employer Facilities and Equipment. The Association shall have the right to use the Employer's premises outside of regular school hours for Association meetings in accordance with the Employer's normal scheduling practices upon advance notice to the Administration. Any use of Employer equipment or supplies shall be upon advance approval of the Employer and reimbursement for costs.
- R. Association Communication. The Association shall have the right to distribute Association material to employees as long as the distribution does not interfere with the operations of the Employer and the work being performed by the employees. This includes the right to place Association communications in designated employee mailboxes, to utilize District e-mail (subject to District use policy), and to post notices on bulletin boards in each of the buildings.

ARTICLE IV - Association Dues and Fees and Payroll Deductions

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties shall join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required by the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for service fees or Association membership dues.

In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction the employer shall, pursuant to MCLA 408.477, and at the written request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below. Payroll deductions made pursuant to this provision shall be made in equal amounts (as nearly as may be) from the paychecks of each bargaining unit member.

Such dues or service fees shall be deducted from the regular salaries of bargaining unit members who have a signed authorization on file with the District's business office. Payroll deductions will be for one-twentieth (1/20) of the total amount for twenty (20) consecutive pays beginning with the first pay of a school year. The Association will give prompt written notice to the District's business office of the names of any bargaining unit members who have revoked the authorization to deduct dues or service fees. Upon receipt of that notice, the District shall immediately discontinue payroll deduction of such amounts. The Association shall be responsible for reconciliation of any amounts paid or owed with the bargaining unit member.

Cash payment of dues or service fees shall be paid to the Association by October 1. By October 15 annually the Association will furnish the District with a list of bargaining unit members who have remitted membership dues or service fees directly to the Association.

Monies payroll deducted under this Article shall be remitted to the Association, or its designee, no later than fifteen (15) days following deduction.

- B. The procedure in all cases of nonpayment of the service fee shall be as follows:
 - 1. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request

for wage deduction may be filed with the Employer in the event compliance is not affected.

2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Employer to make such deduction pursuant to Section A above.
 3. The Employer, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same.
- C. Pursuant to *Chicago Teacher's Union v Hudson*, 106 S Ct 1066 (1986), the Association has established an "Objections to Political-Ideological Expenditures – Administrative Procedures." Those Administrative procedures (including the timetable for payment) apply only to non-Association bargaining unit members. The remedies set forth in those procedures shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- D. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to nonmembers, along with other required information, may not be available and transmitted to nonmembers until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated upon expiration of the objection period for nonmembers of the fee that given school year.
- E. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees, the amount of said professional fees and the amount of service fee to be deducted by the Employer, and that said service fee includes only those amounts permitted by the Agreement and by law. It is expressly agreed that the Employer shall have no obligation to make involuntary deduction of service fees under this section until such time as the Association shall furnish the Employer with verification that the Association's "Objections to Political-Ideological Expenditures--Administrative Procedures" have been approved by the court of record in *Lehnert v Ferris Faculty Association – MEA/NEA*, 643 F Supp 1306 (WD Mich, 1986). Further, the Association promptly agrees to notify the Employer of any future litigation where an order has been issued preventing the Association from implementing its "Objections to Political-Ideological Expenditures – Administrative Procedures" or any successor procedures pertaining to the same subject matter. In such event, the Employer shall have the right to suspend the involuntary wage deduction procedure specified herein for non-Association bargaining unit members.
- F. The Association shall indemnify and save the Employer harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Employer for the purposes of complying with the Association security/agency shop provision of this Article. The Association shall, when the Employer is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association security/agency shop article provisions under this Article.

ARTICLE V - Grievance Procedure

A. Definitions:

1. A “grievance” is an alleged violation of the express provisions of this Agreement.
2. The “aggrieved person” is the employee or employees making the claim.
3. The "employee" includes any individual or group who is a member of the bargaining unit or the association covered by this Agreement.
4. A “party of interest” is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. "Days" for this article shall exclude Saturdays, Sundays, holidays and days when the District does not normally conduct business.

B. The primary purpose of this procedure is to provide a means for securing, at the lowest level possible, equitable solutions to grievances, which may arise from or bearing on this Agreement.

C. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits in this Grievance Procedure are mandatory but may be extended by mutual consent. Any complaint or grievance not initiated or appealed, within the time limits provided, shall be considered as withdrawn. Any grievance not responded to by the Board or its representatives within the time limits provided may be appealed to the next step.

1. An employee(s) having a grievance shall, within ten (10) days from the date on which action or lack thereof gave cause for the grievance, contact the immediate supervisor, stating the grievance and the alleged violation of the Agreement, for mutual consideration of the claim on an informal basis. If a grievance arises in more than one building the written grievant shall be filed as set forth in (4) below.

Mutual efforts shall be for solution of the problem. The supervisor shall, within one day of initial discussion, prepare a written summary of the case and action taken. A copy shall be provided to the employee(s) initiating the claim.

2. Providing the aggrieved employee(s) considers the disposition under (1) above not acceptable, he/she may file within five (5) days a formal written grievance with his/her immediate supervisor. Such written grievance shall include pertinent information and follow a format mutually acceptable to the Association and the Board. A copy may be filed with the Association Representative.
3. Within five (5) days of receipt of the written grievance, a representative of the Employer (who will normally be the employee’s immediate supervisor), will meet with the aggrieved and his/her Association Representative in an effort to resolve the grievance.
4. If the grievance remains unresolved, the Association shall have five (5) days after the meeting with the immediate supervisor to appeal the grievance to the Superintendent who shall have ten (10) days after receipt of the grievance appeal to do one of the following:
 - a. present a written disposition of the grievance to the Association Representative and grievant, or

- b. present a written notice to the Association Representative and grievant that the grievance will be presented to the Board for investigation or hearing as deemed appropriate by the Board for final determination. The Board's determination shall be made not more than thirty (30) days after delivery of notice to the Association that the grievance has been referred to the Board.
 - 5. In the event the disposition of the Superintendent or his/her designee or the Board (as is applicable) is not satisfactory to the Association, then, within thirty (30) days, or forty-five (45) days if the Board decision is in July with advance notice by the Association, following the date of receipt of the disposition, the Association only, and not an individual employee, may file a demand for arbitration of the dispute with the American Arbitration Association with a copy of the demand delivered to the office of the Superintendent within the same time period, all pursuant to the following rules and conditions:
 - a. The grievance shall relate solely to the application and interpretation of the terms and conditions of this Agreement.
 - b. The arbitrator shall have no authority to add to, subtract from modify, change, alter or amend the terms and conditions of this Agreement.
 - c. The arbitrator shall have no authority to hear or rule nor will there be any grievance upon any matter:
 - (i) If the employee or Association has filed a complaint, grievance or claim with a state or federal agency or legal forum on a matter factually or legally related. It is the parties intent that there be an election of remedies.
 - (ii) The termination of or decision not to re-employ or decision to continue on probation any probationary employee.
 - (iii) The content of the evaluation of an employee.
 - 6. The decision of the arbitrator, if within the scope of his/her authority as above set forth shall be final and binding.
 - 7. The arbitrator's fee and other expenses of the arbitration shall be shared equally by the parties.
 - 8. Individual employees may not proceed to arbitration, only the Association may arbitrate a grievance.
- D. Either party shall be permitted representation of choice in the formal grievance process, including Association or Board representative. The advisability of representatives shall be to serve interests of both parties in an effort to reach an appropriate solution to the problem.
- E. A grievance may be withdrawn at any level.
- F. Decisions rendered at all levels on formal written grievance shall be recorded in writing and promptly transmitted to parties of interest.
- G. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

ARTICLE VI - Seniority

- A. Definition. Seniority shall be computed from the most recent date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit in a department. Time spent on leave or on layoff shall not be construed as a break in continuous service.
1. The seniority list shall be compiled in the order of the bargaining unit member with the greatest number of years seniority to the one with the least years of seniority, it shall include members on leave and layoff with such status and effective date of the same.
 2. The District shall prepare and present to the Association a current seniority list of bargaining unit members prior to October 15th of each year. Accompanying the name of each member on the list shall be the date of most recent hire and each member's department and classification. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit.
 3. A copy of the posted seniority list and all subsequent updates shall be provided to the Association.
 4. Within 15 days of the posting of the seniority list; objections to the list shall be filed. Thereafter, the list shall be final and conclusive.
- B. Probationary Period. An employee upon hire shall be regarded as a probationary employee until the employee completes ninety (90) days of work in a bargaining unit position. Administrators may add an additional thirty (30) days of work after the employee and steward are notified. Any days missed during the probationary period shall extend the probationary period by that number of days. Upon completion of the probationary period, seniority shall be retroactive to the date of hire and the employee will be eligible for placement upon the seniority list. A probationary employee may be disciplined, discharged, laid off or otherwise terminated without any obligation of re-employment and there shall be no recourse to the grievance procedure for such action.
- C. Loss of Seniority. An employee shall lose seniority and have the employment terminated for the following reasons:
1. If the employee quits or retires;
 2. If the employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
 3. If the employee is absent for two (2) consecutive workdays without notifying the Employer, the Employer will send notification by certified mail to the employee at the last known address that the employee has lost seniority, and such employment will be terminated unless the employee contacts the Employer within twenty-four (24) hours of receipt or five (5) days of mailing providing a showing of good cause. Any disagreement with the termination may be processed under Grievance Procedure.
 4. If the employee fails to return to work at the expiration of a leave of absence or upon notice of recall from layoff. The Employer will send notification by certified mail to the employee at the last known address as shown by the employment records that the employee has lost seniority, and such employment has been terminated. Any disagreement with the termination may be processed under Grievance Procedure. Employees on Employer-approved leaves of absence shall continue to accrue seniority during the period of their leave of absence.
 5. If the employee is on layoff for a period of one (1) year or the length of his/her seniority, whichever is less.

ARTICLE VII - Hours of Work

- A. Work Schedules. All employees will be assigned to a regular work schedule at the commencement of the school year. Any changes by the Employer in an employee's starting and ending time will be made upon five (5) work days' advance written notice to the employee. The Employer reserves the right to make temporary adjustments in work hours as to the days of the week, the daily start and quit times and the amount of hours in any work day or work week if an emergency requires such temporary change.

Unless temporary changes to reporting days are mutually agreed upon by the Administration and employee, reporting days shall be the following: the head secretary shall report ten (10) business days prior to the first teacher work day and remain ten (10) work days after the last teacher work day, the assistant building secretary shall report five (5) work days prior to the first teacher work day and remain five (5) work days after the last teacher work day, and the production assistant paraprofessional shall report five (5) work days prior to the first student day.

Secretaries may voluntarily work up to eight (8) days during scheduled Christmas vacation on a work plan pre-approved in writing by their supervisor with the number of days specified. No secretary denied such work time shall file or receive unemployment compensation for such time.

- B. Pay Period. The regular pay period for compensation purposes shall be a two-week pay period beginning on a Monday and ending the following second Sunday. The regular work week shall be Monday through Friday. Employee shall submit time worked as scheduled and Administrators shall forward time worked to ensure prompt payment at regular pay period. If time worked is not timely submitted through no fault of the employee, a pay check shall be issued within three (3) business days of the employee notifying the Employer of the matter.
- C. Break Periods. Full-time employees are entitled to a 15-minute paid duty-free break during the first half of their work day and a 15-minute paid duty-free break during the second half of their work day and an unpaid duty-free lunch break for a period of time of at least 30 minutes and at a time as determined by the supervisor in consultation with the employee. Regular part-time employees with a regular schedule of three (3) or more consecutive work hours will receive one (1) fifteen (15) minute duty-free break at a time to be arranged with the Supervisor.
- D. Overtime. Time and one-half the employee's regular rate of pay will be paid for all hours worked in excess of forty (40) hours in a work week except for parent teacher conferences in which the employee will receive compensatory time at straight time rate as per calendar. Employees are expected to work a reasonable amount of overtime as may be required by the Supervisor. To the extent possible, the Employer will attempt to equalize overtime over a school year within the classification in each building. Except in emergency situations, employees must secure the prior written approval of their Supervisor before working overtime.
- E. Collaboration Time. The District shall provide a minimum of ten (10) minutes of time for elementary classroom paraprofessionals and the teacher to whom the paraprofessional is assigned, to confer prior to the start of the school day. If it is not possible to schedule 10 minutes prior to the start of the day, the District will attempt, if possible, to schedule 10 minutes at the end of the school day. The parties understand that if neither of the options listed above is possible to schedule, the parties involved shall work out a mutually agreeable alternative time.
- F. It is agreed that the Oakridge Public Schools will allow work-release time for elementary office personnel to collaborate for the purpose of scheduling parent-teacher conferences in advance of scheduled conference times for no more than eight (8) hours. The Employer will determine the scheduling of the day and provide ten (10) days advance notice.

- G. Provided the professional development is relevant to their current job classification, as determined by the immediate supervisor, it is agreed that the Oakridge Public Schools will allow a minimum of nine (9) hours for office personnel to attend professional development opportunities.

Paraprofessionals may attend professional development opportunities at the discretion of the immediate Supervisor. Employees will be compensated for the attendance time in professional development.

The employee will be expected to incorporate or utilize new skills or practices outlined from the professional development.

- H. First-aid and CPR training shall be provided annually to all paraprofessionals and office personnel as required to keep certification current.

I. Definitions

1. Full-time Paraprofessional Employee: Paraprofessional who is on a regular assigned schedule of thirty (30) or more hours in a work week for the designated work period in the school year.
2. Regular Part-time Paraprofessional: Paraprofessional who is on a regular assigned schedule of less than thirty (30) hours in a work week for the designated work period in the school year.
3. Full year Office/Clerical: An office/clerical employee who works twelve (12) months a year, for thirty (30) or more hours in a work week.
4. School year Office/Clerical: An office/clerical employee who works ten (10) months, for thirty (30) or more hours in a work week.
5. Part-time Office/Clerical: An office/clerical employee who works less than ten (10) months per year and/or less than thirty (30) hours in a work week.

ARTICLE VIII - Layoff & Recall

A. Layoff and Recall.

1. Indefinite Layoff Defined. A layoff is any reduction in hours of thirty (30) minutes or more per day for employees who work six (6) or more hours per day or where a change in insurance benefits would result; or fifteen (15) minutes per day for employees who work less than six (6) hours per day with no change in insurance benefits, for twenty one (21) or more consecutive workdays or for an indefinite period of time.

Where an indefinite layoff is to occur, the affected employee will receive written notice thereof five (5) work days in advance of the layoff.

2. Temporary Layoff Defined. A layoff or a reduction in hours of twenty (20) consecutive workdays or less is regarded as temporary and may be made without regard to the provisions of Paragraph (3) below.

3. Indefinite Layoff Procedure

- a. Whenever an indefinite layoff is to occur, the affected employee in the affected classification shall be laid off first; provided however, that a less senior employee may be retained if a more senior employee does not meet the qualifications and ability necessary to perform the duties of that position, as determined by the Employer, in accordance with the job description.
- b. A paraprofessional so laid off, may bump a paraprofessional with less seniority in the same classification provided the paraprofessional demonstrates the necessary qualifications and ability, as determined by the Employer, in accordance with the job description. If no positions are available in the current classification, the paraprofessional may then bump into another classification where her seniority allows, provided the paraprofessional demonstrates the necessary qualifications and ability, as determined by the Employer, in accordance with the job description. The paraprofessional may not bump or be recalled into a position that results in increased insurance benefits.
- c. A secretary so laid off, may bump any secretary with less seniority in the same classification provided the secretary demonstrates the necessary qualifications and ability, as determined by the Employer, in accordance with the job description. If no positions are available in the current classification, the secretary may then bump into a lower classification where her seniority allows, provided the secretary demonstrates the necessary qualifications and ability, as determined by the Employer, in accordance with the job description. The secretary may not bump or be recalled into a higher classification than the employee was working prior to the layoff.

4. An employee who displaces an employee in a different pay grade shall be assigned a rate at the same step the employee was at prior to the displacement.
5. Employees with seniority shall be recalled in order of seniority within the former department provided they possess sufficient ability and experience to perform the available work, as determined by the Employer, in accordance with the job description.

The Employer's obligation with respect to recall shall be to send a letter, certified mail, addressee only, return receipt requested, to the last address on the employee's record. It shall be the responsibility of the employees to keep the Employer notified of any change in address.

Laid off employees shall lose the right of recall one (1) year after the effective date of layoff or the length of the employee's seniority, whichever is less.

ARTICLE IX - Vacancies and Transfers

A. Vacancy.

1. A vacancy shall be defined as a newly created bargaining unit position or a present bargaining unit position that is not filled and is intended to be filled on a permanent basis and has not been eliminated by Board action within forty-five (45) days.
2. All job vacancies shall be posted for a period of five (5) workdays. The posting shall include the qualifications and background needed. Job vacancies shall be posted fifteen (15) workdays during non-school days (Christmas Break, Summer Break, Spring Break). During the summer months, vacancies will be posted on the District's website and will be mailed to Employees who provide self-addressed stamped envelopes.
3. Any person interested in the position may apply for the vacancy by delivering to the Personnel Office a written application by the end of the posting period.
4. All applicants will be considered for the vacancy and the vacancy shall be awarded to the most senior qualified applicant as determined by the Employer and in the event that no applicant is qualified then the position may be filled from non-employee applicants.
 - a. Applicants will be reviewed according to their experience, training, educational background and demonstrated skills.
 - b. No consideration need be given to any applicant who is on probation or who has been awarded a job pursuant to this Article within the preceding twelve (12) months unless the Employer approves otherwise.
5. The applicant selected shall be given a trial period of up to thirty (30) work days on the job to determine if the minimum requirements for the job can be met and if not, the employee shall be returned to the former job at the former rate and with no loss of seniority. During the trial period the Employer may fill the selected applicant's former position pursuant to (B)(1) of Temporary Vacancies.
6. Summer Work. In the event that summer work within the bargaining unit is available, such work will be awarded to the person who regularly performs those duties. If the employee declines the work or if the work is not associated with an existing position such work will be posted for bidding by employee applicants. The position will be awarded to the most qualified applicant as determined by the Employer and in the event the qualifications are equal the most senior qualified applicant will be selected. If there are no qualified applicants, the Employer may hire from other sources.

B. Temporary Vacancies/Transfers.

1. Scheduled Leaves of Absences (of less than 60 work days). If the job to be filled is caused by leave of absence scheduled and approved in writing at least five (5) work days in advance of the leave, the supervisor in charge will fill the job in the following order:
 - a. the temporary call-in of a qualified employee first from within that department on layoff;
 - b. the voluntary transfer of a qualified employee first from within that department who has signed a temporary posting and who has the available hours to fill the temporary vacancy;
 - c. the call-in of substitute personnel.

The employee transferred shall be returned to the prior position at the conclusion of the temporary vacancy.

Any temporary transfer that is extended beyond sixty (60) consecutive work days shall be posted pursuant to A.2 above.

2. Temporary Vacancies/Transfers. If a vacancy occurs, the employee must be able to do their current job classification and then work the hours needed for the vacancy, provided it does not result in overtime. If they are employed in more than one job setting, they may be employed as the substitute for the job vacancy with the greater hours and a substitute may be called for their job setting with the lesser hours.
3. Unscheduled Absences. If the job to be filled is caused by the unscheduled absence of an employee, the supervisor in charge may fill the job pursuant to the following order:
 - a. the temporary call-in of a qualified employee first from within that department on layoff; or the voluntary transfer of a qualified employee from first within that department who has the available hours to fill the temporary vacancy; or
 - b. the call in of substitute personnel.
 - c. If the job cannot be filled by (a) or (b) above, then the least senior qualified employee first from within that department shall be assigned to the job.
 - d. Personnel that have signed up by October 1, for the first semester, and/or by February 1, for the second semester, will be considered for additional hours to fill unscheduled absences. It is the employee's responsibility to notify the substitute of changes in availability.
4. Involuntary temporary transfers may be made to a different job, duties, location or classification for which the employee is qualified and may be made for such reasons as deemed essential to meet the demands of the operation. The employee transferred shall be returned to the prior position at the conclusion of the temporary vacancy.

- C. Substitute List. An employee who is on layoff, upon request, will be placed on any one or all of the substitute lists maintained. Such employee shall be paid at the substitute pay rate; shall have the right to refuse the assignment without loss of recall rights and shall be considered as on layoff status while working as a substitute.

ARTICLE X - No Strike - No Lockout

- A. Association/Employee Application. During the life of this Agreement, the Association agrees on behalf of itself and the employees that there will be no concerted absence from work, cessation or interruption of work or strikes or picketing of the Employer's buildings or premises. The Association agrees it will take all reasonable affirmative action to prevent or stop any or all such activity above mentioned by notifying the employees that it disavows these acts.
- B. Employer Application. The Employer, for its part, agrees that there shall be no lock-out during the term of this Agreement.

ARTICLE XI - Miscellaneous

- A. Address and Telephone Changes. It is the responsibility of the employee to keep the Employer advised of his/her current name, address and telephone number.
- B. Work Days. Work days shall be defined as days the Central Administration Office is open.
- C. Veteran's Employment Rights. Subject to the applicable eligibility requirements, the Employer shall abide by the provisions of the Federal Uniformed Services Employment and Re-employment Rights Act of 1994 and the Michigan Veteran's Re-employment Act.
- D. Copies of Agreement. The Employer shall provide one copy of this Agreement to each employee after it has been executed by all parties, and will provide a copy to each new employee. In addition, the Employer will provide ten (10) copies for the use of the Association.
- E. Severability. During the term of this Agreement, if any of the provisions herein contained are rendered or declared invalid by operation of law or by decree of a court of competent jurisdiction. All remaining provisions shall remain in full force and effect for the duration of the Agreement.
- F. Complete Agreement. The provisions of this Agreement represent the complete agreement between the parties. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by both parties.
- G. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

ARTICLE XII - Paid Leaves of Absence

A. Sick Leave.

1. All the full-time and regular part-time employees with seniority shall earn sick leave at the rate of one (1) day per full calendar month of paid work. The unused sick leave days can be accumulated to 115 days for the duration of continuous employment, provided that employees will not be paid for a day of sick leave before they have earned it. Employees with more than 115 accumulated sick days as of October 1, 2002, shall not have those days reduced other than through the use of sick days but shall not be allowed to accumulate days so long as the employee has more than 115 days.
2. Proration for sick days (hours) earned will be based on the number of hours worked during a normal full work week without regard to varying hours worked on any given day. Example: Total hours worked per week divided by the number of work days regularly assigned per week.
3. Such employees may utilize accrued paid sick leave when they are unable to work due to a personal illness, injury, or other disability including a disability associated with pregnancy, miscarriage or childbirth. Employees may also use accrued paid sick leave for illnesses of any immediate family member residing in their home that necessitates the employee's presence with that individual. The immediate family is defined in Section B below. Employees using more than ten (10) days shall provide a medical statement asserting that the employee is medically needed.
4. An employee shall notify the Employer of the need to utilize paid sick leave as far in advance as reasonably possible.
5. Such leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter may be extended in writing at the discretion of the Employer, without pay or benefits, but for no longer than twelve (12) additional weeks, except as may otherwise be required by the Family & Medical Leave Act.
6. All employees returning to work from a disability leave of absence may be required to present a physician's certificate indicating the employee is medically able to return to work.
7. A physician's verification of illness or disability may be required in order to receive credit for pay purposes when an illness or disability exceeds three (3) consecutive work days' duration or where the employer suspects misuse or abuse of leave; the verification must be furnished within four (4) work days of the first day of absence, if requested by the immediate supervisor.
8. Any employee who retires under the Michigan Public Schools Employee Retirement System shall be paid as follows for any accumulated sick leave the employee has earned:

| | |
|----------------|--------------|
| First 150 days | \$ 9.50/day |
| 151 - 200 days | \$ 13.00/day |
| 201 + days | \$ 17.00/day |

Effective July 1, 2007, reimbursement under this provision shall be limited to 115 days unless the employee retires with ten (10) or more years of service with the District.

- B. Bereavement Leave. Employees shall be granted the number of bereavement days listed below for the applicable-named parties per incident.
1. (a) Five (5) consecutive work days, one of which will be the date of the funeral for the death of an immediate family member, not chargeable to sick leave. Immediate family shall include spouse, child, step-child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, brother or sister-in-law, son or daughter-in-law, or any minor child assigned by the court to the employee.
 - (b) Up to three (3) consecutive work days, for the death of a relative not chargeable against the employee's accumulated sick leave. Relative shall include grandparents, nieces, nephews, first cousins, uncles and aunts.
2. Such days shall be paid for on the same prorated basis as set forth in Section A(2) above.
- C. Jury Duty Leave. An employee summoned by a court to serve as a juror shall be given a leave of absence for the period of their jury duty. For each day that an employee serves as a juror when the employee otherwise would have worked, the employee shall receive the employee's regular pay and the amount the employee received from the court shall be paid over to the Employer.
- D. Subpoena Leave. An employee who is subpoenaed to give testimony in any judicial matter involving the Employer by any party other than the Association shall be given a leave of absence for the period of attendance required by the subpoena. For each day that an employee is required to be in court pursuant to the subpoena when the employee otherwise would have worked, the employee shall receive the employee's regular pay and the amount the employee received from the court shall be paid over to the Employer.
- E. Personal Business Day.
1. An employee with seniority is eligible for two (2) paid days of business leave in each school year, July 1 to June 30. Such days shall be paid for on the same prorated basis as set forth in Section A(2) above.
 2. A request for such leave must be made in writing at least twenty-four (24) hours in advance; not more than three (3) employees will be allowed to be absent on the same day, and no business day will be granted the day before or the day after a holiday unless the employee proves that the business cannot be delayed to some other day. Such time must be taken in at least three (3) hour increments. A personal business day can only be used for business that cannot be done at any other time. To use the personal business days, the employee will submit to the supervisor a personal business day request form. Personal business days will not be charged against sick time. If unused, these personal days would become part of the employee's accumulated sick leave.
- F. Union Leave. Up to ten (10) days per year, July 1, to June 30, may be used for Union business including participating in negotiations or attending Union meetings or conventions. The Union and employer shall share the cost of the employee's wages, retirement and substitute costs, if any. Union leave requests shall be made five (5) business days in advance to the Superintendent's office except in case of emergency. The Superintendent may grant up to five (5) employees Union leave for any particular day.

- G. Return from Leave of Absence. Subject to the requirements of the Family & Medical Leave Act, an employee returning from a leave of absence granted pursuant to this Agreement within twelve (12) months from the date the leave commenced shall be returned to the former position if available or to a comparable position for which the employee is qualified and has the greater seniority. An employee returning from a leave of absence of more than twelve (12) months shall be restored to a comparable position that is open or if none, the employee may displace the least senior employee, if he/she has more seniority, in a classification for which he/she is qualified.
- H. Schedule Cancellation. In the event an employee's scheduled work day is canceled because of conditions not within the control of school authorities, such as severe storms, fire, epidemics, utility power unavailability, water or sewer failure, or health conditions (as defined by city, county, or state health authorities) and the employee would otherwise have worked, the employee shall be paid for such day. If the day is to be made up, the employee will not be paid for the make up day, unless the employee elects to use an available personal day for such pay.

Pay for such day shall be calculated on the same formula as set forth in Section A(2) of this Article.

In the event such incident occurs and the employee is directed to leave work prior to the end of the work day, the employee will be paid for the balance of the assigned hours in the day.

One secretary per building, chosen at the Supervisor's discretion, may be required to report for two (2) hours of work on days school is cancelled due to conditions not within the control of school authorities and shall be paid for such time in addition to their regular day's pay at her regular hourly rate. This is an exception to Article VII.D – Overtime.

ARTICLE XIII - Unpaid Leaves of Absence

- A. A maximum leave of absence of one (1) year without pay shall be granted an employee desiring to further his/her education, providing said education is in a field of study related to the employee's assignment. When the employee provides evidence of completion of the educational experience for which the leave was given, the regular step increment for this year shall be allowed. An increment will not be given to the employee who does not complete a full year of additional educational experience as prescribed in the request for said leave which has been approved by the Board.
- B. Military leave of absence without pay shall be granted according to the provisions of Michigan and federal law. An employee shall be entitled to the step increments and seniority for military service time. Employees required to fulfill annual training duty with reserve units, which conflict with the school calendar, shall be given leave without pay.
- C. Employees who are elected offices of the State or National Association shall be given a leave of absence without pay for purposes of performing duties of the Association. Employees given such leave of absence shall not be given credit for annual step increment. Such leave shall not exceed the term of office held by the employee.

- D. With at least thirty (30) days written notification to the Board (shorter notice will be accepted where the need for leave is not foreseeable) stating the nature of the child care or emergency situation, any employee who has at least one (1) year of employment will be given a maximum unpaid leave of absence of up to one (1) year for personal disability, for child care or immediate family emergencies.
- E. An employee who has been employed five (5) years in the Oakridge Public Schools can request a one (1) year unpaid leave of absence if the certain criteria and procedures outlined below have been met. Each request for the unpaid leave of absence will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of this Article. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave shall be granted is final.

The employee can request only one such leave every seven (7) years and not consecutive. The number of employees who can be on leave during any one year shall be determined by the Board.

- F. The following conditions shall apply to all of the above unpaid leaves of absence referred to in this Article:
1. Step increment shall not accrue (except for military leaves) but position on the salary schedule shall be retained. Position shall be determined as that held by the employee at the time the leave was granted.
 2. Sick leave shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return.
 3. Other fringe benefits shall not be paid, except as otherwise required for employees eligible under the Family and Medical Leave Act.
 4. Time spent on an unpaid leave cannot be added to the employee's seniority, except for military leaves.
 5. Requests for unpaid leaves shall be in writing at least sixty (60) calendar days preceding the start of the leave, except for leaves taken under the Family and Medical Leave Act where thirty (30) days notice is required for foreseeable leaves.
 6. The employee on leave must give written notice that he/she desires to return to work fifteen (15) work days prior to the end of the leave of absence and may return at the beginning of the school year or at the beginning of the second semester unless agreed otherwise by the employee and the Superintendent.
 7. Said employee will forfeit all rights to re-employment if he/she accepts other employment during the leave of absence.

8. Employees returning from leave under this Article shall be entitled to the following reinstatement rights:
 - a. An employee returning from military leave or leave taken under the Family and Medical Leave Act will be reinstated to their former classification at the conclusion of those leaves, to the extent required by those statutes.
 - b. An employee returning from a medical leave 18 months or less will be reinstated to the position they held at the time the leave was granted, if available, provided the employee can still perform the basic functions of the position. If the position is no longer available or after 18 months, the employee may bump any employee with less seniority in the same classification provided they can perform the basic functions of the position.
 - c. An employee returning from leaves longer than ninety (90) days, other than military and FMLA leave(s), shall be reinstated to a position held by the least senior member within the employee's classification with the same hours and benefits assuming that the returning employee has more seniority.

ARTICLE XIV - Holidays and Vacations

A. Recognized Holidays. The following days are recognized as holidays for all full-time and regular part-time employees with seniority:

- Friday before Labor Day for paraprofessionals
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Day
- New Year's Day
- Good Friday
- Memorial Day
- July 4th (if the employee works the day before and the day after)
- Floating Holiday for secretaries

B. Holiday Eligibility. In order to be eligible for holiday pay, an employee must satisfy all of the following conditions and qualification:

1. The employee must work on the day before the holiday and the day after the holiday.
2. The employee must be on the active payroll as of the date of the holiday. For purposes of this section a person is not on the active payroll of the Employer during an unpaid leave of absence, layoffs, when receiving workers' compensation or on a disciplinary suspension without pay.

C. Holiday Pay. Eligible employees shall receive holiday pay for each recognized holiday in an amount equal to the number of hours worked per day in their normal work week schedule. All holiday pay shall be at the employee's straight-time regular rate of pay. Eligible employees required to work on a recognized holiday shall receive holiday pay in addition to pay at their straight-time regular rate of pay for all work performed on the holiday.

D. Secretary Vacation.

1. Full year secretaries shall earn vacation as follows:

| | | |
|----------------------------|---|---------|
| after 1 st year | - | 1 week |
| after 2 - 6 years | - | 2 weeks |
| after 7 - 11 years | - | 3 weeks |
| after 12 - 19 years | - | 4 weeks |
| over 19 years | - | 5 weeks |

2. Vacations will be approved by the supervisor. Vacation time is non-accumulative and is to be taken within the year of eligibility unless vacation is denied and then such time may accumulate.
3. If a Full Year Office/Clerical employee is not employed the full year, July 1 to June 30, the number of vacation days will be prorated.

ARTICLE XV - Wage Schedules and Rates

For the 2010-11 year, there will be no wage increase in Appendix A; however, there will be step increases and longevity increases.

Effective with the conclusion of the 2010-2011 school year, employees shall remain at their step level placement and longevity placement as of the 2010-2011 school year and shall not thereafter advance steps or longevity except under the conditions provided below. If and when step and longevity advancement occurs after 2010-2011, an employee eligible for step and/or longevity advancement will move to the next step in relation to their 2010-2011 step and longevity placement.

For the 2011-2012 and 2012-2013 years, there will be no wage increase in Appendix A and there will be no step increases or longevity increases.

A. Wages.

1. Employees who have earned Associated Degrees in their field of work may be placed by the Employer at a wage rate not to exceed \$2.00 per hour above the ten (10) year rate.
2. New hires may be placed on an appropriate step on the wage schedule at the discretion of the Employer in recognition of prior experience, but not above the four year level. Thereafter, such employee will progress in accordance with the schedule.
3. A new hire with an associate degree in her field of work may be placed on an appropriate step on the wage schedule at the discretion of the Employer or at a rate not to exceed Two Dollars (2.00) above the top rate.
4. At such time as the Employer shall establish a new classification within the bargaining unit, the Association will be notified of the wage rate assigned. Such rate will be considered permanent unless a written request for a meeting on the rate is filed with the Employer within thirty (30) calendar days after such notice. Such rate will then be subject to negotiations by the parties.

B. Pay Periods

1. Employees, at least two weeks prior to the first day of work each school year, shall notify the payroll office in writing of their selections for 26 pays. Employees may not alter the number of pays once selected.

C. Longevity Payment.

Longevity is defined as the length of continuous service with the Oakridge Public Schools, irrespective of job classification.

Longevity will be prorated as follows:

First payment to be made last pay in June following 10th anniversary date.

Anniversary Date - July 1 - Jan. 30 = full year earned
Anniversary Date - Jan. 30 - June 30 = 1/2 year earned

10 to 15 years of service ---- 4%
16 to 20 years of service ---- 4.5%
21 years and over ----- 5.25%

Longevity will be computed on an individual's base rate, (hourly wage) x total number of regular hours worked, including holidays and vacations, per year x appropriate percentage listed above. (2,080 hrs. = 12 month sec. and actual hours worked for a 10 month sec.)

In the event of termination (re: illness, retirement) the employee's longevity will be figured on the employee's base rate x the number of hours earned to date of termination x the longevity percentage of the agreement. The school fiscal year of July 1 to June 30 will be used with payment in the last paycheck in June. Individuals will become eligible for longevity payment the year following the completion of ten (10) years of service. To qualify for a year's experience, a person shall have worked a minimum of six months.

D. Employees chaperoning school field trips shall have their admission costs reimbursed.

ARTICLE XVI - Insurance

- A. The Board shall provide the insurance selection as described below for a full twelve (12) month period. The Employer shall sign an Employee participation agreement.

Full-Year Secretaries

For 2010-11 school year, select either:

MESSA SuperCare 1 (2003 revised) - Full Family rate with Preferred Rx (\$5/\$10 co-pay), \$100/\$200 deductible; employee pays premium difference between SuperCare 1 and MESSA Choices II \$10/\$20, based on selection (i.e., single, two-person, family).

OR:

MESSA Choices II with \$10/\$20 Rx co-pay; fully Board paid.

For 2011-12 school year and July 1 - August 31, 2012:

Plan A:

MESSA Choices II with a \$10/\$20 prescription co-pay based on employee status (single, two-person, family).

The Board shall also provide:

| | |
|----------|---|
| Life - | \$30,000 with AD& D WOP |
| Vision - | VSP 3 Plus with coordination of benefits |
| Dental - | 80/80/80 - \$1,000 with Sealant Rider; Ortho 80 - \$1,300; COB |
| LTD- | 66-2/3%; \$5000 monthly maximum benefit; 60 day CDMF, No COLA WOP |

Employees will continue to contribute the amount of the premium increase which became effective July 1, 2011 through June 30, 2012. Effective July 1, 2012, the Employer will contribute the following annual “hard cap” amounts toward the health insurance premium: \$15,000 - full family, \$11,000 - 2 person, and \$5,500 - single. Employees taking Plan A health insurance coverage will contribute any remaining amount through payroll deduction.

Plan B:

The Board shall provide those employees NOT electing Plan A the option to elect Plan B:

| | |
|----------|--|
| Life - | \$30,000 with AD&D WOP |
| Vision - | VSP 3 Plus with coordination of benefits—single rate |
| Dental - | 80/80/80 - \$1,000 with Sealant Rider; Ortho 80 - \$1,300; COB-single rate |
| LTD - | 66-2/3%; \$5,000 monthly maximum benefit; 60 day CDMF, No COLA WOP |

For September 1, 2012 - June 30, 2013

Plan A:

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

The Board shall also provide:

Life - \$30,000 with AD& D WOP
Vision - VSP 3 Plus with coordination of benefits
Dental - 80/80/80 - \$1,000 with Sealant Rider; Ortho 80 - \$1,300; COB
LTD- 66-2/3%; \$5000 monthly maximum benefit; 60 day
CDMF, No COLA WOP

Effective July 1, 2012, the Employer will contribute the following annual “hard cap” amounts toward the health insurance premium: \$15,000 - full family, \$11,000 - 2 person, and \$5,500 - single. Employees taking Plan A health insurance coverage will contribute any remaining amount through payroll deduction.

Plan B:

The Board shall provide those employees NOT electing Plan A the option to elect Plan B:

Life - \$30,000 with AD&D WOP
Vision - VSP 3 Plus with coordination of benefits—single rate
Dental - 80/80/80 - \$1,000 with Sealant Rider; Ortho 80 - \$1,300; COB-
single rate
LTD - 66-2/3%; \$5,000 monthly maximum benefit; 60 day CDMF, No
COLA WOP

Effective September 1, 2012, employees taking Plan B will contribute 20% toward the premium (or representative premium) cost, which amount will be payroll deducted.

B. **School Year Secretaries and Paraprofessionals** working thirty (30) or more hours per week

For 2010-11 school year, select either:

MESSA SuperCare 1 (2003 revised) - Single rate with Preferred Rx (\$5/\$10 co-pay), \$100/\$200 deductible; employee pays premium difference between SuperCare 1 and MESSA Choices II \$10/\$20, based on selection (i.e., single, two-person, family).

OR:

MESSA Choices II with \$10/\$20 Rx co-pay; fully Board paid.

For 2011-12 school year and July 1 - August 31, 2012:

Plan A:

MESSA Choices II with a \$10/\$20 prescription co-pay based on single only employee status.

The Board shall also provide:

- Life - \$30,000 with AD& D WOP
- Vision - VSP 3 Plus with coordination of benefits – single rate
- Dental - 80/80/80 - \$1,000 with Sealant Rider; Ortho 80 - \$1,300; COB – single rate
- LTD- 66-2/3%; \$5,000 monthly maximum benefit; 60 day CDMF, No COLA WOP

Employees will continue to contribute the amount of the premium increase which became effective July 1, 2011 through June 30, 2012. Effective July 1, 2012, the Employer will contribute the annual “hard cap” amount of \$5,500 (single status) toward the health insurance premium. Employees taking Plan A health insurance coverage will contribute any remaining amount through payroll deduction.

Plan B:

The Board shall provide those Employees NOT electing Plan A the option to elect Plan B - Single coverage rate:

- Life - \$30,000 with AD& D WOP
- Vision - VSP 3 Plus with coordination of benefits – single rate
- Dental - 80/80/80 - \$1,000 with Sealant Rider; Ortho 80 - \$1,300; COB – single rate
- LTD - 66-2/3%; \$5,000 monthly maximum benefit; 60 day CDMF, No COLA WOP

For September 1, 2012 - June 30, 2013:

Plan A:

MESSA Choices II with a \$10/\$20 prescription co-pay, \$200/\$400 (in network deductible), \$20 office co-pay based on single only employee status.

Effective July 1, 2012, the Employer will contribute the annual “hard cap” amount of \$5,500 (single status) toward the health insurance premium. Employees taking Plan A health insurance coverage will contribute any remaining amount through payroll deduction.

Plan B:

The Board shall provide those employees NOT electing Plan A the option to elect Plan B Single coverage rate:

- Life - \$30,000 with AD& D WOP
- Vision - VSP 3 Plus with coordination of benefits – single rate
- Dental - 80/80/80 - \$1,000 with Sealant Rider; Ortho 80 - \$1,300; COB – single rate
- LTD - 66-2/3%; \$5,000 monthly maximum benefit; 60 day CDMF, No COLA WOP

Effective September 1, 2012, employees taking Plan B will contribute 20% toward the premium (or representative premium) cost, which amount will be payroll deducted.

- C. **Part-Time Employees** who are assigned a regular schedule of work of more than 20 but less than 30 hours per week will continue to contribute the amount of the premium increase which became effective July 1, 2011 through August 31, 2012 for the following coverage through payroll deduction:

Plan B

The Board shall provide Part-Time Employees the option to elect Plan B Single coverage rate:

| | | |
|--------|---|--|
| Life | - | \$30,000 with AD&D WOP |
| Vision | - | VSP 3 Plus with coordination of benefits - Single rate |
| Dental | - | 80/80/80 - \$1,000 with Sealant Rider; Ortho 80 - \$1,300; COB - Single rate |
| LTD | - | 66-2/3%; \$5,000 monthly maximum benefit; 60 day CDMF, No COLA WOP |

Effective September 1, 2012, employees taking Plan B will contribute 20% toward the premium (or representative premium) cost, which amount will be payroll deducted.

- D. **Election in Lieu of Health Insurance.** A full time employee not electing MESSA Plan A shall have the option to elect Plan B and One Hundred Twenty Dollars (\$120) per month, which under the Employer's Section 125 Plan, the employee may elect to:

1. be added to the regular payroll check; or
2. be utilized to purchase benefits under the plan.

A full year secretary shall receive One Hundred Seventy-Five dollars (\$175) per month in lieu of taking the insurance.

- E. The Board shall provide a Section 125 Plan to allow employees to purchase insurance benefits and pay contributions for health insurance with pre-tax dollars.

- F. **General Provisions Relating to Insurance Coverage.**

1. It shall be the responsibility of the employee to meet the insurability requirements of the insurance carrier and to properly fill out all necessary forms that the insurance carrier may require. Failure of an employee to fill out the necessary insurance forms, required by the carrier or to meet the carrier's insurability standards shall not be the responsibility of the Employer.
2. All insurance benefits for which the Board is obligated to contribute shall be subject to the underwriting rules, regulations and limitations as set forth by the respective insurance carrier.
3. The Board, by payment of the premiums set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance carriers or their underwriters. The failure of the insurance carriers or their underwriters to provide any of the benefits for which they have contracted shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation by the Board.
4. Disputes between employee(s) or beneficiaries of employee(s) and the insurance carriers or their underwriters shall not be subject to the grievance procedure established in this Agreement.

5. New employees to the bargaining unit shall be eligible for the above insurance beginning with the first full month after the month in which they complete the probationary period. In the event an employee is on indefinite layoff, the above insurance shall be continued through the month following the month in which their layoff was effective.

ARTICLE XVII - Term of Agreement

Effective/Expiration Dates. This Agreement shall become effective as of July 25th, 2012, and shall remain in full force and effect through June 30, 2013, at 11:59 p.m. The parties agree to meet within a reasonable time to commence negotiations.

Signed this 25th day of July, 2012.

OAKRIDGE PUBLIC SCHOOLS
BOARD OF EDUCATION

By Steve Koomsburg
Its President

By [Signature]
Its Secretary

OAKRIDGE PARAPROFESSIONAL/
CLERICAL STAFF, MEA/NEA

By Racame Durrell
Its Co-President

By Brenda [Signature]
Its Co-President

By Mary Martin
Its Secretary

APPENDIX A – Wage Schedule

| Head Secretary | | | |
|-----------------------|--------------|--------------|--------------|
| Step | 10-11 | 11-12 | 12-13 |
| 1 | 17.26 | 17.26 | 17.26 |
| 2 | 17.57 | 17.57 | 17.57 |
| 3 | 17.90 | 17.90 | 17.90 |
| 4 | 18.23 | 18.23 | 18.23 |
| 5 | 18.54 | 18.54 | 18.54 |
| 6 | 18.84 | 18.84 | 18.84 |
| 7 | 19.17 | 19.17 | 19.17 |
| 8 | 19.50 | 19.5 | 19.5 |
| 9 | 19.79 | 19.79 | 19.79 |
| 10 | 20.13 | 20.13 | 20.13 |

| Assistant Secretary | | | |
|----------------------------|--------------|--------------|--------------|
| Step | 10-11 | 11-12 | 12-13 |
| 1 | 14.99 | 14.99 | 14.99 |
| 2 | 15.30 | 15.30 | 15.30 |
| 3 | 15.61 | 15.61 | 15.61 |
| 4 | 15.95 | 15.95 | 15.95 |
| 5 | 16.27 | 16.27 | 16.27 |
| 6 | 16.57 | 16.57 | 16.57 |
| 7 | 16.91 | 16.91 | 16.91 |
| 8 | 17.22 | 17.22 | 17.22 |
| 9 | 17.54 | 17.54 | 17.54 |
| 10 | 17.87 | 17.87 | 17.87 |

| Paraprofessional | | | |
|-------------------------|--------------|--------------|--------------|
| Step | 10-11 | 11-12 | 12-13 |
| 1 | 9.06 | 9.06 | 9.06 |
| 2 | 9.45 | 9.45 | 9.45 |
| 3 | 9.70 | 9.70 | 9.70 |
| 4 | 10.05 | 10.05 | 10.05 |
| 5 | 10.48 | 10.48 | 10.48 |
| 6 | 10.77 | 10.77 | 10.77 |
| 7 | 11.24 | 11.24 | 11.24 |
| 8 | 11.76 | 11.76 | 11.76 |
| 9 | 12.16 | 12.16 | 12.16 |
| 10 | 12.55 | 12.55 | 12.55 |
| 11 | 13.13 | 13.13 | 13.13 |

See Article XV - Wage Schedules and Rates for step, wage, and longevity language applying to all departments and classifications in this Collective Bargaining Agreement.