



**2019 - 2022**

**A G R E E M E N T**

**between the**

**OXFORD COMMUNITY SCHOOLS**

**and the**

**OXFORD SCHOOL EMPLOYEES  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
CHAPTER OF LOCAL I472  
COUNCIL 25**

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**2019 – 2022  
AGREEMENT  
between  
OXFORD COMMUNITY SCHOOLS  
and the  
OXFORD SCHOOL EMPLOYEES – AFSCME - CHAPTER OF LOCAL 1472**

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This agreement is made between the Board of Education of the Oxford Community Schools (hereinafter referred to as the Board) and the Oxford School Employees Chapter of Local 1472 affiliated and chartered by Council 25 of the American Federation of State, County and Municipal Employees (hereinafter referred to as the Union.)

**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 Union.

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

To these ends, the Board and the Union 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 and the Exhibits neither add to nor subtract from the meaning, but are for reference only.

**ARTICLE I  
RECOGNITION AND NO STRIKE CLAUSE**

- A. 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 Union as the exclusive representative for the purpose of collective bargaining with respect to hours, wages, terms and conditions of employment for the duration of this Agreement for all employees of the Board included in the bargaining unit classifications as described below.
1. The bargaining unit or unit shall be defined to include the entire group of employees covered by the terms of this Collective Bargaining Agreement, and to include all classifications, positions, and job levels referred to in the Agreement.
  2. The term classification(s) refers to the categorical grouping of employees based upon work function. The four (4) classifications currently included in the Collective Bargaining Agreement are listed in the following section.
  3. The terms position(s) or job level(s) refer to the individual employment categories included within each designated classification as shown below.
    - a. Bus Driver Classification – Bus Driver, Driver/Dispatcher
    - b. Bus Monitor Classification – Special Education Bus Monitor, Bus Monitor
    - c. Technician Classification – Technician, Technicians Helper
    - d. Cafeteria Classification – Cafeteria Manager, Cafeteria Helper, Van Driver
- B. Excluded from the bargaining unit are Noon Aides, Crossing Guards, Board Office Support Staff, Child Care Workers and other “At Will” Employees, Paraprofessionals, Secretaries, Substitutes (except those employed pursuant to the Article XI – Layoff, Section C 5), Temporary Employees, and Supervisors, pursuant to the Act.
- C. 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 the employees represented by the Union, or make any agreement with such group or organization. The Board agrees to negotiate with none other than the Union for the duration of this Agreement.
- D. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives, and members shall not, for the duration of this Agreement, authorize any strike, slowdown, or stoppage of work.

**ARTICLE II  
SAVINGS CLAUSE**

- A. 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.

- B. A special conference shall be held within ten (10) days with any employee affected by Section A above to discuss the provision in question that may be invalid.
- C. All proposed supplemental agreements shall be subject to good faith negotiations between the Board and the Union. They shall be approved or rejected within a period of ten calendar days following the conclusion of negotiations. It is expressly understood that no areas of this contract may be re-opened for negotiation without the mutual agreement of the parties.

### **ARTICLE III MANAGEMENT RIGHTS**

- A. The Union 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 discipline, dismissal or discharge for just cause; and to promote, demote 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 Union.
- B. 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 UNION RIGHTS AND SECURITY**

- A. In order to afford its membership the full protection of the law, the Union hereby reserves unto itself, subject only to the express provisions of this 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, actions regarding this Agreement.

- B. All employees covered by this Agreement in Article I, Recognition, who are not members of the Union at the time it becomes effective, shall have the option to become members of the Union. The employee may choose to become a member of the union by paying dues or a service fee equal to the monthly dues of the union. All new employees hired, rehired or transferred into positions represented by the Union shall also have the option, within 30 days after completing their prescribed probationary period, to become members of the union.
- C. In the event a bargaining unit member does not join the union or opts to voluntarily revoke authorization to deduct a membership or service fee payment to AFSCME, he/she will not be permitted to attend and vote at any union meeting. As outlined by the AFSCME constitution, a member in good standing is a person who: (a) has signed and submitted an official AFSCME payroll authorization/dues deduction form to the union; (b) is not in arrears on payment of dues; (c) is eligible to attend any union meeting; (d) is eligible to vote on motions/issues and contracts.

## **ARTICLE V REPRESENTATION**

- A. Employees shall be represented by a steward in each of the following classifications:
  - 1. Bus Drivers and Driver/Dispatchers
  - 2. Bus Monitors
  - 3. Technicians
  - 4. Cafeteria Employees
- B. A list of stewards and Union 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.
- C. Alternates shall be named in the absence of a steward, and the immediate Supervisor shall be immediately notified.

## **ARTICLE VI SPECIAL CONFERENCES**

- A. Upon the request of either party, special conferences to consider important matters will be arranged at a mutually agreed time between the local Chapter Chairperson and the Board or its designated representative. The time and date of special conferences shall be arranged within ten (10) working days following the date that a conference is requested.
- B. Arrangements for special conferences shall be made in advance, and an agenda of the matters to be considered 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.
- C. Special conferences shall include at least two (2) representatives of the Board and at least

two (2) representatives of the Union. They may be attended by a representative of the Union Council or a representative of the International Union.

- D. Minutes which reflect the disposition of the matters discussed in special conferences shall be taken, and shall be provided to both parties within ten (10) working days after the conference is concluded.

## **ARTICLE VII GRIEVANCE PROCEDURES**

- A. A grievance is an alleged violation involving a work situation or a deviation from, or a misinterpretation, misapplication, or violation of any provision of this Agreement.

1. An employee may at any step in the Grievance Procedure withdraw any grievance without prejudice. A notice of withdrawal shall be made in writing, and if the grievance is reopened, it must revert to Step I of the grievance procedure within twenty (20) calendar days of being withdrawn.
2. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate of pay.
3. The parties to this Agreement recognize the existence of state mediation services and fact finding processes under the law, and concur that if mutually agreed upon by the parties, they could serve as an intermediate step in the grievance procedure between the Board of Education hearing and arbitration.

- B. A grievance shall be presented and adjusted in accordance with the following procedures only. If it is necessary to proceed with a written grievance it shall be presented only on a prescribed district grievance form.

1. Step 1
  - a. The employee shall discuss the matters believed to be grievable with his/her steward.
  - b. The steward shall discuss these matters with the building principal of the employee's primary work assignment, or with the supervisor of the employee's classification in cases where the primary work assignment is not within a particular school building. During this discussion, the principal or supervisor shall be advised that the discussion involves a possible grievance.
2. Step 2
  - a. If the matter is not resolved verbally at Step 1, it shall be reduced to writing and submitted to either the building principal or the classification supervisor within twenty (20) working days from the date the alleged grievance occurred. The written grievance shall be signed by the employee(s) and the steward involved.

- b. The building principal or classification supervisor shall be responsible to see that a written response to the grievance is tendered to the local Chapter Chairperson within ten (10) working days of receipt of the written grievance.
3. Step 3
  - a. Within ten (10 ) working days after receiving the written response at Step 2, the local Chapter Chairperson may appeal the decision to the Superintendent of Schools or his/her designee. The appeal shall be in writing, and shall be accompanied by a copy of the original grievance, and a copy of the Step 2 response.
  - b. The Superintendent or designee shall respond by investigating the alleged grievance, meeting with a designated representative from AFSCME, and allowing all parties a reasonable opportunity to be heard. The Superintendent or designee shall then render a decision in writing within ten (10) working days after receipt of the appeal.
4. Step 4
  - a. Within ten (10) working days after receiving the decision of the Superintendent or designee, the local Chapter Chairperson may appeal the decision to the Board of Education by filing a written notice of intent at the Board Office.
  - b. The Board shall grant a hearing on the grievance within thirty (30) calendar days after receiving the appeal, and the local Chapter Chairperson shall be advised of the hearing at least forty-eight (48) hours in advance.
  - c. The Board of Education shall render a decision on the appeal, and shall deliver a written response to the local Chapter Chairperson within ten (10) working days of the hearing.
5. Step 5
  - a. If the written response at Step 4 of the process does not satisfactorily resolve the grievance, the Union may within thirty (30) calendar days after receipt of the response, request arbitration by written notice to the Board of Education delivered to the Superintendent or his/her designee.
  - b. Any arbitration hearing will be conducted under the rules of the American Arbitration Association. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Superintendent or his/her designee and the Union on the first dates mutually agreeable to the parties, and consistent with the availability of the arbitrator. If the parties fail to identify an arbitrator agreeable to both parties, an Arbitrator will be selected according to the Rules of the American Arbitration Association.
  - c. The arbitrator will be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the testimony and argument, and the decision of the arbitrator shall be final and binding on the parties, if within the scope of his/her authority.



- d. Expenses for the arbitrator's services and for the cost of the arbitration proceedings shall be borne equally by the Board and the Union. Each party, however, will be responsible for compensating its own representatives and witnesses as necessary. 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 was filed.

C. Designated members of the bargaining unit may participate in grievance proceedings in accordance with the terms of this Section.

- 1. The steward of an employee involved in a grievance (or in the absence of said steward, the chief steward) may investigate and present grievances to the Board or the appropriate Board representative, upon having advised his/her immediate supervisor of same. The immediate supervisor will grant permission and provide sufficient time to the steward involved to leave work for these purposes.
  - a. The privilege of stewards 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 otherwise be abused.
  - b. Any alleged abuse of this provision by either party will be a proper subject for a special conference.
- 2. The local Chapter Chairperson shall also be allowed time off under the above provision to present grievances at Step 4 of the Grievance Procedure. In addition, the local Chapter Chairperson will be allowed to seek advice and counsel from the parent Union at any step in the grievance procedure, and have a representative

from the parent Union present at any grievance hearing.

## **ARTICLE VIII DISCIPLINE, SUSPENSION AND DISCHARGE**

- A. With respect to warnings, reprimands or other disciplinary actions short of suspension or discharge, the parties agree to the following guidelines.
1. Such actions will be handled directly with the employee by the supervisor involved.
  2. A record of verbal reprimand shall be sent to the union steward and the employee and placed in the employee's personnel file. This record shall contain the following: the date of the incident prompting the verbal reprimand; the date it was issued; the name of the employee reprimanded; and a brief description of the reason for the verbal reprimand. The record will not be considered a written reprimand.
  3. If the employee and/or the steward involved wishes to contest any such disciplinary action, he/she shall initiate a grievance at Step 1 of the prescribed procedure.
- B. If an employee is suspended or discharged from his/her employment with the district, the Board agrees to promptly notify the involved steward in writing. The Board further agrees that the employee shall be allowed to discuss his/her suspension or discharge with the steward, and that the Board will make available an area where they may do so, before the employee is required to leave District property.
1. Upon request, a designated representative of the Board will discuss the suspension or discharge with the employee and the steward.
  2. Should the employee or the steward consider the discharge or suspension to be improper, a grievance shall be presented in writing through the Union at Step 3 of the prescribed procedure within five (5) regularly scheduled workdays from the date the suspension or discharge was imposed.

In imposing any sanction on a current charge, the Board will not take into account any prior infraction (except for moral turpitude and felony convictions) that occurred more than 48 months previously. Nor will the Board impose sanctions on an employee for inadvertent errors on their employment application after a period of 24 months from his/her date of hire, unless the application was deliberately falsified.

## **ARTICLE IX PROBATION AND SENIORITY**

- A. All individuals newly employed for positions within the bargaining unit shall be considered probationary employees for the first sixty (60) workdays of their employment, excluding

the summer months when school is not in session for those employees who are not scheduled to work during that period. During this probationary period, employees may be summarily discharged.

1. The sixty (60) workday probationary period shall be accumulated within not more than a six (6) month period which is part of the employee's regularly scheduled work year for the assigned position. If the probationary period is not completed within the six (6) months allowed, the employee shall be required to serve a new sixty (60) workday probationary period.
2. Employees successfully completing the probationary period as described, shall be entered on the seniority list of the bargaining unit, and shall rank for seniority purposes as described in Section B below.
3. The probationary period shall not affect wage adjustments that are due to an employee in accordance with the wage schedule.
4. The Union shall represent probationary employees for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

B. Members of the bargaining unit shall accrue two types of seniority.

1. District-wide seniority shall be based on an employee's last date of hire within the bargaining unit. When more than one employee is hired on the same date, seniority will be determined by the last four digits of the employee's social security number (the lower the number, the higher the individual's seniority).
  - a. Such seniority shall be used for the purposes of transfer, promotion, or the filling of vacancies resulting in a change in classification. After an employee has changed classifications in such a manner, he/she shall accrue classification seniority in accordance with Section 2 below.
  - b. Such seniority shall also be used for the purpose of determining the eligibility of employees for longevity payments.
2. Classification seniority shall be based on an employee's length of service within a classification, commencing with his/her first day of employment or, in the case of transfer or promotion, the employee's first day of work in a classification. When an employee is asked to remain in position by administration (i.e., bus driver finishes out school year), the classification seniority date will be established as the date that the employee would have normally started in the position.
  - a. Except as otherwise provided in Section 1 above, classification seniority shall be used for other contractual purposes including but not limited to wage placement, shift preference, vacation benefits, layoff and recall, and transfers or promotions within the classification.
  - b. If an employee moves from one classification to another, such employee shall retain his/her years of service credit for purposes of the applicable vacation

schedule (if applicable).

- c. An employee who has accrued seniority in more than one (1) classification shall retain such accrued seniority in each, which may be exercised in accordance with the layoff and recall provisions of this agreement.
3. Substitute employees shall not accrue seniority for any purpose under the terms of this agreement, nor shall any time worked as a substitute by any employee be credited to his/her accrued seniority, except as otherwise provided in the layoff provisions of this agreement.
  4. In case of layoff, members of the bargaining unit who are elected to the positions of chapter chairperson, vice chairperson, secretary or treasurer of the Oxford School Employees Chapter of Local 1472 shall have senior employee status for positions within their classification for which they are qualified and have the ability to perform.
- C. Employees shall lose their seniority only if they quit, or they are discharged, and the discharge is not reversed through the grievance process.
1. Employees who are absent for three (3) consecutive working days without notifying their immediate supervisor shall be terminated from their employment.
  2. Employees who do not return from sick leaves or leaves of absence within three (3) working days of the return dates established according to the leave provisions of this Agreement shall be terminated from their employment.
  3. Employees who do not return to work within three (3) working days when recalled from layoff as set forth in the recall provisions of this agreement, shall be terminated from their employment.
  4. In all such cases, the Superintendent or his/her designee shall send written notification to the employees at their last known address that their employment has been terminated.
  5. In proper cases, exceptions shall be made by the Superintendent or his/her designee.
- D. The Board shall maintain a current seniority list at all times, and will provide the chapter chairperson with up to date copies up to once per month upon request. The Board will also furnish the chairperson with a list of new hires, terminations and other personnel changes quarterly or as otherwise needed.
1. Prior to ratification of this Agreement, the Union shall be furnished with a seniority list including all current employees, showing each employee's name, original date of hire, district-wide seniority date and classification seniority date. Each current employee will be afforded the opportunity to verify the accuracy of said list.
  2. All employees hired after ratification of this Agreement shall be added to the seniority list as outlined in preceding sections of this Article.

**ARTICLE X  
LAYOFF**

- A. Layoff shall be defined to mean a reduction in the working force that is covered by the terms of this Agreement.
- B. Employees being laid off shall be given a written notice of layoff in accordance with this provision at least seven (7) calendar days prior to the date the layoff is to be effective.
1. The written notice of layoff shall be delivered to an affected employee personally or via first-class mail sent to the employee's address of record with the district. If an employee is on vacation or away from his/her residence for an extended period of time, it is his/her responsibility to notify the personnel office in writing of an address where he/she can be notified in accordance with this provision.
  2. In the event that the written notice of layoff is mailed to an employee, the seven (7) calendar day notice period shall commence on the second day following the date that the notice of layoff is mailed by deposit in a United States Postal Service mailbox or by delivery to a United States Post Office.
- C. In the event of a layoff, affected employees shall be laid off in the order and manner outlined below.
1. First, temporary and probationary employees within the classification(s) affected by the layoff.
  2. Second, the necessary number of the least senior employees in the classification(s) affected by the layoff, based upon the seniority the affected employee(s) have accrued in the classification, subject to the following conditions.
    - a. An employee being laid off from his/her position may exercise his or her seniority to displace a less senior employee from any position within his/her classification which is equal to or lower than his/her position based upon comparative wage rates. Comparative wage rates shall not include shift premium or weekend check pay.
    - b. In the event no position is available to an employee within his/her classification, and the employee has worked and accrued seniority in another classification within the bargaining unit, he/she may exercise his/her accrued seniority in his/her former classification to displace a lower seniority employee in that classification.

- c. This procedure shall only affect the lower seniority employee(s) in a classification, and shall apply to employees who are displaced by other employees exercising their seniority rights within the classification. An employee who wishes to exercise his/her bumping rights must be qualified for the position at no expense to the district.
3. For purposes of this provision, the seniority of an employee shall be based upon the seniority he/she has accrued in a classification, not on seniority accrued on district-wide seniority within the bargaining unit.
  - a. Employees who are laid off under the terms of this provision, excluding temporary and probationary employees, shall accrue seniority while laid off for a period not to exceed their accumulated seniority at the time of layoff, or a period of one (1) year, whichever period is less.
  - b. When a laid off employee is recalled, the seniority accrued during layoff shall not apply to his/her wage placement, nor allocation of vacation or sick leave days.
4. Laid off employees shall be provided written notice of all bargaining unit positions which are posted in accordance with Article XIV, Transfer, Promotion and Displacement (including promotional vacancies and newly created positions), during the period such employees are eligible for recall under the terms of this provision. Notification shall be by first class mail sent to the employee's last known address.
5. 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 bargaining unit rights under the terms of this Agreement. Any laid-off employee who substitutes shall be paid the base rate of the pay for that classification.

A laid off employee who works as a substitute for more than forty (40) consecutive work days in the same classification shall be entitled to the accrual and use of all contractual benefits provided to regular employees hereunder, except insurance benefits. Such entitlement shall begin on the 41st consecutive day in position and shall not be retroactive.

- D. In the event of a layoff affecting bus monitors, they shall be laid off in the order and manner outlined below.
  1. First, probationary bus monitors.

2. Second, the necessary number of the lowest seniority bus monitors.
3. Bus monitors who are laid off shall not be eligible to displace employees in any other classification. Similarly, employees laid off from other classifications shall not be eligible to displace bus monitors.

## **ARTICLE XI RECALL**

- A. In the event the work force covered by the terms of this Agreement is increased following a layoff, employees shall be recalled in the order and manner outlined below, subject to the applicable provisions of Article XV, Leaves of Absence.
  1. First, employees who exercised their seniority within their classification by accepting another position equal to or lower than the position from which they were laid off shall be recalled to the position they held at the time of layoff 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 to secure a position in another classification in which they had previously worked.
  3. Employees being recalled in accordance with the provisions of Section 2 above shall be eligible for positions that are lower than or equal to the position from which they were laid off based upon comparative wage rates, provided that they are qualified to assume the position that differs from the one they held at the time of layoff.
- B. In the event of a recall, the Board shall provide a written notice of recall to the affected employee(s) by personal delivery, or by registered or certified mail, sent to the employee at his/her last known address. It is the responsibility of the employee to keep the Board advised of his/her current address, and of any changes in his/her address.
- C. In the event an employee fails to report his/her intent to return to work within five (5) working 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 reported his/her intent to return to work, the employee shall be considered a quit.
- D. An employee shall remain eligible for recall for a maximum period of three (3) years from the date the employee was laid off. No employee shall have a right to recall for a period of time exceeding his/her accumulated seniority at the time of layoff.
- E. If bus monitors are recalled following a layoff, they shall be recalled to their classification

in reverse order of the layoff, with the highest seniority employee being recalled first. Laid-off bus monitors shall not be eligible for recall to positions in other classifications, nor shall laid-off employees from other classifications be eligible for recall to the bus monitor classification.

## **ARTICLE XII WORK YEAR, DAYS, AND HOURS**

- A. The regular work year for various classifications in the bargaining unit shall be as follows.
1. A twelve month work year will be in effect for technicians, beginning September 1 each year and ending August 31 the following year.
  2. The normal work year for special education bus monitors and for special education bus drivers who transport students to extended year programs is based upon the number of days of student instruction prescribed for those students, typically 230 days, occurring both during and between regular school years. The year for such drivers also includes a bid day preceding the start of the regular school year.
  3. The normal work year for all other bus drivers is based upon the number of days of student instruction occurring during the regular school year when school is in session, plus the preceding bid day.
  4. The normal work year for cafeteria employees is based upon the number of days of student instruction occurring during the regular school year when school is in session and student food service is provided, plus a preparation day preceding the school year and a kitchen closing day following it. The van driver may also be assigned responsibility for distribution of food and/or mail on days when food service is not provided, and between regular school years on a modified schedule.
  5. The normal work year for regular bus monitors is based upon the number of days of student instruction occurring during the regular school year when school is in session, plus the preceding bid day.
- B. When schools are closed because of inclement weather or other emergency causes, employees in all classifications are expected to report for work.
1. If an employee cannot report for work because of the weather or other emergency causes, the employee will notify his/her Supervisor by telephone as soon as possible. Employees providing such notification will receive their regular pay, but shall have one (1) sick day deducted from their sick bank for each day they do not report for work or vacation time may be used.  
If an employee is authorized by his/her Supervisor not to report for work or to leave work early due to inclement weather or other emergency causes, pay will be handled in the following manner: Food Service and Transportation employees shall be paid for the first three Act of God day during the school year. No sick days will be used other than 230 day Transportation employees. If make-up days are scheduled for days beyond the first three days, and the employee works on the



make-up day(s), he/she will be paid for the day(s) worked. Bus drivers and/or bus monitors who work a year-round schedule (230 days) will be permitted to use sick days for days beyond three if school is cancelled and they are not given the opportunity to work on the cancelled days.

C. The workday and hours for drivers, monitors, technicians and cafeteria workers shall be governed by the provisions outlined below.

1. The regular workday for bus drivers shall be the number of hours of their assigned run as determined by their initial employment and/or the bid process described in Article XIV, Transfer, Promotion and Displacement.2.The workday and hours for bus monitors shall be determined by the Supervisor of Transportation.3. The regular full workday for technicians shall consist of eight (8) hours per day, excluding a one-half (1/2) hour unpaid lunch period.
4. The regular workday for cafeteria workers shall be the number of hours determined by their initial employment as subsequently modified by the Supervisor of Food Services. Employees working six (6) hours or more per day will be given a one-half (1/2) hour paid lunch period, and those working four or more hours shall be given a fifteen (15) minute relief break as part of their paid workday.
5. Fulltime employees covered by the provisions of this section may take a relief break in the morning, and a second relief break in the afternoon, or during the first half and second half of their shift, whichever may apply. Relief breaks shall not exceed ten (10) minutes in length.

D. The assignment of overtime or extra time to cafeteria workers shall be governed by the provisions outlined below.

1. Overtime or extra time in a building that is not an extension of a shift, shall be rotated among employees within the building on the basis of classification seniority.
2. Overtime or extra time that is not an extension of a shift and that is not covered within a building, shall be rotated on a district-wide basis according to classification seniority. The appropriate supervisors shall furnish the Union an up to date copy of the rotation list upon request.
  - a. Overtime or extra time that is properly assigned and refused shall be counted for the purpose of overtime distribution, the same as if it was actually worked.
  - b. When an error is made in the allocation of overtime or extra time and an employee is not assigned hours that he/she should have been offered, and the supervisor is made aware of the problem, the employee shall be given the opportunity to work the amount of time lost. Job related work shall be assigned and paid for at the request of the employee affected.
  - c. The above guidelines may be modified for reasons of safety or efficiency.

**ARTICLE XIII  
TRANSFER, PROMOTION, AND DISPLACEMENT**

- A. 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 purposes of promotion.
1. All vacancies and newly created positions shall be posted on the Union bulletin board in each building at least seven (7) calendar days prior to filling such a vacancy or position. The posting of a vacancy or newly created position shall be both for purposes of this section regarding transfers, and for purposes of the section below regarding promotions. Applications for posted positions shall be in writing, and shall be submitted within the specified posting period.
  2. If an application is received from one or more employees within the classification in which the vacancy or newly created position exists, a bid will be scheduled to first consider a lateral transfer on a seniority basis within the classification before an appointment from outside the classification is considered. If an application is received from one or more employees within the bargaining unit, but outside the classification in which the vacancy or newly created position exists, a transfer based on qualifications and seniority within the unit will be considered before an employment from outside the unit is considered.
  3. In certain circumstances, Administration reserves the right to assign employees to an alternate building/assignment based on the best interests of the students, building or program. The right to assign is reserved for situations where it is determined that an employee will be more effective in a change of location/assignment and will not be done for reasons which are arbitrary or capricious. If such an assignment is required, the employee shall not lose daily hours based on the reassignment. Should the need for a transfer arise, Administration will consult with union representatives to provide rationale for this action prior to meeting with the affected employee(s). If another employee is affected by this transfer, the affected employee shall not lose daily hours or experience a reduction in pay based on this assignment. If circumstances require a change of assignment, administration will work with the union and these individuals to accomplish the transfer(s) with the least amount of disruption and/or inconvenience as possible.
- B. Promotions to vacant positions within the bargaining unit shall be made on the basis of being qualified, and fulfilling the requirements for the position. If these factors are met, seniority shall be the deciding factor. Promotion to positions of Kitchen Manager will be made based on qualifications and ability to fill the requirements of the position. This includes the ability to successfully pass testing requirements. The Van Driver position is not included on the bid unless included by the Director. Employees who apply for the van driver position must successfully pass testing requirements prior to being awarded the position (the test will be developed with involvement/input of the union). These positions will not be filled solely on the basis of seniority. Individuals currently in a position will remain based on past practices.

1. Vacancies that offer an opportunity for promotion shall follow the posting and application procedures outlined in the section above regarding transfers.
  2. First consideration for promotion shall be given to eligible employees within the classification in which the vacancy exists. Thereafter consideration shall be given to eligible employees in other classifications in the bargaining unit.
  3. In the event the senior applicant is denied a promotion, management shall provide the employee in question with reasons for the denial in writing.
  4. An employee applicant granted a promotion shall serve a trial period of forty (40) workdays (not including summer work) to determine the employee's desire to remain in the position, and his/her ability to satisfactorily perform the duties associated with the position. At the discretion of administration, an extension for an additional twenty (20) workdays may be granted for the trial period.
    - a. If an employee does not remain in a position to which he/she has been promoted, that employee may, after a two-year period, exercise this option only once more, when the prescribed trial period shall be twenty (20) working days.
    - b. Weekly progress reports will be generated by the supervisor during either trial period. Any employee who, in the opinion of the immediate Supervisor, does not satisfactorily complete his/her trial period will be returned to the classification from which he/she was promoted. If the employee is thus deemed unsatisfactory in the new position, notice and reason shall be submitted to the Union in writing by the Board, with a copy to the employee. The matter may then become a proper subject for the grievance procedure at Step 3.
    - c. During either trial period, the employee shall, at his/her discretion, have the opportunity to revert back to his/her former classification.
    - d. During either trial period, the employee shall be paid at the rate specified for the position in which they are working. If an employee chooses to return or is returned to the position from which he/she was promoted, his/her salary shall revert to the rate specified for that position, but his/her seniority shall not be affected.
- C. In the event a bargaining unit employee is transferred to a non-bargaining unit position in the school district, and thereafter is transferred back to a position within the unit, the employee shall be credited with the seniority he/she accrued before leaving the unit. The employee shall not, however, have accumulated additional bargaining unit seniority while serving in the non-bargaining unit position.
- D. In the event a school building closing or another significant program alteration eliminates the positions of certain bargaining unit employees, such employees may displace other employees within the same classification in the same position or job level based upon comparative wage rates and seniority as defined in Article I, Recognition and No Strike Clause. This provision may not be used for promotional purposes. If the building closing

or program alteration results in a reduction of personnel within one (1) or more classifications, the provisions of Article X, Probation and Seniority, shall apply to such classification(s), rather than the provisions of this Section.

- E. The initial selection of bus driver runs shall be made on the basis of seniority and qualifications at a bid meeting conducted at the beginning of each school year. Regular bus runs to be made available this initial bid meeting or subsequently shall not exceed eight (8) hours per day.
1. If an employee does not work out on the run he/she selected, that position shall be opened again for filling according to seniority and qualifications.
  2. Four (4) weeks after the start of the school year, either the Union or the Transportation Supervisor may request a meeting to review the status and times of runs which were initially selected at the beginning of the school year and to consider alternatives in light of changes which may have occurred on the initially selected runs.
  3. If after thirty (30) days a regular driver's selected run proves to be shorter than the length it was assigned when it was originally bid for, and the difference is fifteen (15) minutes or more, the driver may displace any less senior regular driver. Displaced drivers, in turn according to seniority, may displace other less senior drivers until all regular runs have been reassigned.
  4. When dispatch hours are combined with bus driver hours, the Supervisor reserves the right to attach routes to the dispatch portion of the position. The combined portions may not exceed eight (8) hours per day, and the dispatcher portion will not be re-bid from year to year. The driving portion of the package will be developed each year based on seniority and according to the amount of dispatch time needed.
- F. Employees on long-term leave will be allowed to bid into vacant positions only if they can present medical documentation which would release them to return to work with no restrictions within 30 days of the scheduled start date of the vacancy. This documentation must be provided to the Human Resource Department prior to the bid meeting. In the absence of such documentation, the employee may not participate in the bid process.
- G. Food Service Bid – The bid process for food service staff shall be based on seniority and qualifications at a bid meeting held every other year.
1. A list of planned positions for the upcoming school year will be posted prior to the conclusion of the current school year. The posting will provide location, a brief description of the job category, and designated hours. It is understood that job duties may be adjusted based on the needs of the department.
  2. A bid meeting will be held by the third week of May for all positions (unless an alternate date is otherwise mutually agreed upon). At this meeting, positions will be assigned based on seniority. The hours will be available for review seven (7) calendar days prior to the bid meeting.

3. Qualified individuals who hold the position(s) of kitchen manager at the high school and middle school will not be displaced at the bid meeting. Should these individuals choose to vacate their positions prior to the end of the school year, they will be required to notify the Food Services Supervisor, in writing, two (2) weeks prior to the bid meeting and the positions will be posted. Qualifications will be outlined on the posting and job description. Testing and interviews for the position will be held (prior to the bid meeting, if possible). The testing will be viewed as pass/fail (with an 80% completion rate). With equal qualifications, seniority will be a factor in placement determination.
  4. Employees who are displaced as a result of the bid meeting may, according to seniority, displace other less senior employees until all positions have been reassigned.
- H. Food Service Hours – Food service employees whose position is changed by an addition or reduction in hours shall use the following process:
1. Reposting of kitchen helper positions – If the regularly scheduled daily time required for a kitchen helper or van driver position(s) is increased by thirty (30) minutes or more, the position(s) will be reposted within ten (10) working days. If the move is within the same classification with only an increase in hours, the move will be deemed a transfer and seniority will be the determining factor.
  2. Displacements and/or reduction in hours – In the event that a kitchen helper or van driver assignment is reduced by fifteen (15) minutes or more, in an effort to restore lost time, the employee shall be allowed to exercise his/her seniority to bump within the classification or to any lesser classification. The notification for the reduction will be posted within ten (10) working days of the change. Displaced employees shall be afforded the same procedure as identified above.

#### **ARTICLE XIV LEAVES OF ABSENCE**

- A. Members of the bargaining unit who are elected to local Union positions or who are selected by the Union to do work which takes them from their employment with the Board shall, at the written request of the Union, 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.
1. Upon his/her return from leave for the purpose of holding a Union office, an employee shall be re-employed with accumulated seniority.
  2. Seniority shall not accrue during a leave of absence for the purpose of conducting Union business, but the employee shall retain his/her seniority accumulated prior to the commencement of the leave.
- B. A childbirth and/or child care leave of absence without pay and without fringe benefits shall

be granted upon written request. Such request should be submitted a minimum of three (3) months prior to the anticipated last day of work.

1. A childbirth leave shall commence as deemed necessary by the attending physician, and the employee shall be expected to return to work at the conclusion of the childbirth disability, as certified by the attending physician. The employee's position shall not be subject to posting during this period, or for a period of ninety (90) consecutive days, whichever is longer. Previously accumulated sick leave may be used at the discretion of the employee.
2. A child care leave may be granted for a period of up to one (1) year, during which time the employee shall be permitted to return to work providing there is an opening for which the employee is qualified within his/her classification. In the event the employee requests to return to work within a one (1) year period after the leave was granted and a position is not available, the employee will be permitted to bump the least senior employee within his/her classification. If the employee chooses not to return at the end of the leave, he/she shall be considered as terminated (resigned). The employee's position shall not be subject to posting during the initial ninety (90) days of his/her leave. During the leave of absence, the employee shall not lose any previously accumulated sick leave days, seniority, or salary position on the schedule.

C. Within thirty (30) days after an employee has been absent due to illness, injury and/or disability, he/she shall submit a written request for a medical leave of absence. Such application shall be accompanied by a physician's statement indicating the nature of the illness, injury, or disability. In the absence of such letter, the district shall determine the status of the employee based on certain factors. If the employee is unable to submit a request due to a medical condition, the leave will commence automatically. If the employee does not submit a letter for other reasons, he/she may be considered as having voluntarily resigned. In any case, the medical leave will commence upon the first day of the extended absence. The employee will be eligible to use accumulated sick leave days for such leave, and upon the exhaustion of such days, use unpaid leave time. Leaves of absence without pay and without fringe benefits shall be granted for the period deemed medically necessary, subject to the conditions outlined below.

1. Any employee wishing to return from a medical leave of absence shall furnish written notice of intent to return to work, accompanied by a physician's statement certifying that he/she may return and is able to perform his/her job duties.
  - a. An employee who has less than five (5) years of seniority within the bargaining unit shall be eligible to return from a medical leave of absence to his/her own position provided that such employee returns within one hundred eighty (180) calendar days from the date his/her leave commenced.
  - b. An employee who has five (5) or more years of seniority within the bargaining unit shall be eligible to return from a medical leave of absence to his/her position, provided that such employee returns to employment within three hundred sixty five (365) calendar days from the date his/her leave commenced.

- c. During the above one hundred eighty (180) or three hundred sixty five (365) day periods, the affected employee's position shall not be subject to posting or to any of the provisions of Article XIV, Transfer, Promotion and Displacement. Until the expiration of these periods, the method and manner of filling such positions shall be at the sole discretion of the Board.
  - d. An employee who is receiving worker's compensation benefits as a result of an injury which occurred while working for Oxford Community Schools at the time that the above one hundred eighty (180) or three hundred sixty five (365) day periods expire, shall for an additional three hundred sixty five (365) day period, be permitted to return to work providing there is an opening for which the employee is qualified within his/her classification.
  - e. If an employee fails to return from a medical leave of absence within the above one hundred eighty (180) or three hundred sixty five (365) day periods, the Board will post and fill the position as provided in Article XIV, Transfer, Promotion and Displacement unless said position has been eliminated by the Board. Failure to return from medical leave during the designated period, inappropriate medical documentation, or failure to submit appropriate extension requests will result in termination of employment.
  - f. A request for an extension of a medical leave, up to 180 or 365 days (based on initial work period), may be considered based on appropriate medical certification and timely notification. The decision to grant the extension will be made by Administration. In the event the employee is deemed medically fit to return to work within the 180 or 365 day extension period, he/she will be required to return to a vacant position, if available. This provision may not be used for promotional purposes. In the event that a position is not available upon the expiration of the employee's leave of absence extension, the employee may bump an employee within the same classification in the same position or job level based upon comparative wage rates and seniority. If the employee chooses not to return to a position, he/she shall be considered terminated.
2. An employee may be eligible to return to employment prior to the expiration of his/her medical leave of absence in accordance with Section D 4 below, provided that he/she has furnished the appropriate physician's statement and a written notice of intent to return in a timely manner.
- D. Leaves of absence without pay or fringe benefits may be granted for a good cause other than those outlined in the three sections above, to employees who have been continuously employed by the Board for at least one (1) year, subject to the provisions outlined below.
1. Employees desiring a leave of absence shall submit a written application to Board indicating the reason(s) for the leave and, subject to the limitations in this section, the length of the leave desired. The Board or its designee shall respond to such an application within thirty (30) days from the date it is submitted, except in emergencies.

2. Leaves of absence, for reasons other than medical, shall not exceed one (1) year. No extensions shall be granted.
  3. Seniority shall not accrue during a leave of absence that exceeds ninety (90) calendar days.
  4. Employees desiring to return 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.
    - a. During the initial ninety (90) day period of a leave, the affected employee's position shall not be subject to posting or to any of the provisions of Article XIV, Transfer, Promotion and Displacement. Until the expiration of this period, the method and manner of filling such positions shall be at the sole discretion of the Board.
    - b. Employees returning from a leave of absence after the ninety (90) day period noted above shall be eligible to return to a position within their same classification and job level, provided that such a position is available.
      1. In the event such a position is unavailable 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 a period of one (1) year. If no position becomes available during the eligibility period, the employee shall be allowed to bump the least senior employee within his/her classification.
      2. If a position within the employee's classification and job level becomes available during his/her eligibility period, the employee may return to the position, provided that he/she has greater seniority for the position than any employee who would be eligible to return to the position from a medical leave of absence pursuant to Section C above.
- E. All requirements of the Family Medical Leave Act will be observed, but it is understood by both parties that the leave provisions of that Act are corresponding with rather than in addition to the leave provisions of this Agreement. The leave provisions of this Agreement will thus be extended only in those instances, if any, when they are exceeded by the requirements of FMLA.

## **ARTICLE XV LEAVE DAYS**

It is the expectation that employees will report to work on a regular basis and be on time for scheduled work. Absenteeism places an undue burden on the school district's ability to manage and direct the programs and activities that affect students, parents, staff and the community. It is recognized that over the course of the year, there may be reasons for employees to be absent from work. However, the frequency



and duration of these absences must be monitored by the employer and excessive absenteeism will be addressed. Good attendance will benefit employees in terms of job security, better earnings, protection of sick leave benefits and equitable treatment.

All AFSCME personnel, in the event of personal illness, family illness, death in family or other reason, are expected to follow the reporting procedures for absences as provided by the district/supervisor. All employees must request and receive permission from their appropriate administrator/supervisor before leaving their assigned work area and/or building while on duty. Failure to comply with the reporting procedures may result in loss of pay to the employee and/or further disciplinary action.

Any absence which is taken for an improper reason or which is used for purposes other than as stated by the employee shall be considered abusive. Any employee abusing the leave policies of the district shall be subjected to appropriate discipline, up to suspension or termination. In addition, it is the expectation that employees will punch themselves in and out of work and not request others to do so. Employees who register time records for other employees (punch in or out of work) or who request such action, will be subject to discipline, up to and including termination.

- A. A member of the bargaining unit selected to attend conferences, conventions or other functions of the International Union, or of the Michigan A.F.S.C.M.E. Council 25 shall be excused from work to attend such functions without loss of pay, subject to the following limitations.
  - 1. The number of days that 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.
  - 2. The Union shall provide at least a two (2) week notice prior to the use of conference days under this provision, and not more than two (2) employees shall be absent at any one time for this purpose.
- B. Funeral or bereavement leave may be used at the request of the employee in connection with death(s) in the immediate family.
  - 1. Immediate family shall be considered to include the following: spouse, parents or step-parents, children or step-children, siblings, grandparents, grandchildren, aunts and uncles, in-laws (including mother-in-law, father-in-law, daughters-in-law, sons-in law, sisters-in-law, and brothers-in-law), or any other relative living in the employee's home.
  - 2. The first two (2) days of leave will not be deducted from sick leave, but any additional days will be deducted from accumulated sick leave, including necessary travel time that may be authorized upon approval of the immediate Supervisor.
  - 3. Requests may be submitted for funerals of non-immediate family members using personal days or sick days.
- C. Sick leave may be taken without loss of pay for personal illness, and for serious illness or quarantine of immediate family members (i.e. spouse, parents or step-parents, children or step-children) residing in the employee's home.

1. The Board may require documentation for the use of sick leave days prior to or after holidays or school recesses, for the use of three (3) consecutive sick leave days, or if approved by the appropriate administrator, for patterns of excessive absence. If the employee is required to use a physician designated by the Board to provide such documentation, the Board will pay for the medical expenses incurred.
  2. Employees newly entering the school district workforce will not be granted any benefits under the Board's sick leave policy until that employee has completed work for one (1) pay period. The Board does reserve the right, however, to grant additional sick leave days without loss of pay to employees with ten (10) or more years of service to the district, and to pass final judgment in each individual case.
    - a. Technicians, special education bus monitors and special education bus drivers working an extended school year shall earn twelve (12) sick leave days for each full year worked, which may accumulate to a maximum of one hundred fifty (150) days.
    - b. All other bus drivers, bus monitors, and all cafeteria workers shall earn ten (10) sick leave days for each full school year worked, which may accumulate to a maximum of one hundred twenty five (125) days.
  3. All employees whose starting time occurs between 6:00 a.m. and 10:00 a.m. shall notify their immediate supervisor or his/her designee of their use of a sick leave day as soon as possible. Second shift employees shall notify their supervisor or his/her designee of their use of a sick leave day prior to 1:00 p.m., except in emergencies. Third shift employees shall notify their Supervisor or his/her designee of their use of a sick leave day prior to 2:30 p.m., except in emergencies.
- D. Business leave may be approved to permit employees to conduct necessary business and legal activities that cannot be handled outside of regular work hours.
1. One day, not to be deducted from the sick leave of technicians, special education bus monitors and special education bus drivers working an extended school year may be approved under this section for the following specific purposes only.
    - a. Mortgage applications and mortgage closings.
    - b. Meetings with the Internal Revenue Service or other government bodies if required to attend.
    - c. Probate court hearings or other meetings required for the purpose of estate settlement or adoption proceedings.
    - d. Criminal court appearances in which the employee is not the defendant, and civil court appearances in which the employee is not the plaintiff.
  2. Two days, to be deducted from the sick leave of all employee classifications may be approved under this section to conduct other necessary business, legal or personal activities that cannot be handled outside of regular work hours. Documentation may be required.
  3. A written request shall be submitted to the employee's immediate supervisor on a

prescribed form at least three (3) work days in advance of the anticipated absence, and the supervisor shall return the form approving or disapproving the leave at least one (1) day in advance of the absence. In cases of emergency, the time limits do not apply.

- E. Technicians shall be eligible to take one (1) paid personal leave day per year, at a time when no substitute will be required for the employee – normally when students are on recess. Employees in this classification with fifteen (15) or more years of district-wide seniority shall be eligible to take a second such leave day.
- F. Any employee who is called for jury duty and who misses work as a result shall be paid the difference between the amount paid by the court for such service, and the amount normally paid to the employee for the amount of work missed. In the event an employee who is called for jury duty is excused from duty prior to 11:00 a.m. of any workday, the employee shall report to work for the purpose of completing his/her normal shift or scheduled workday.
- G. When an employee is on full-time active duty with the Armed Forces Reserves or the National Guard, he/she will be paid the difference between his/her reserve pay and his/her regular pay from the school district, provided proof of service and pay is submitted. A maximum of two (2) weeks of such service per year is the normal limit, except in the case of an emergency.

## **ARTICLE XVI HOLIDAYS AND VACATION DAYS**

- A. Holiday pay will be provided to all classifications of employees in an amount equal to their regular rate of pay for the number of hours normally worked by the employee.
  - 1. All twelve month employees shall be entitled to the following twelve (12) holidays: New Year's Day and the day preceding, Good Friday, the Monday following Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day following, Christmas Day and the days preceding and following.
  - 2. Employees in all other classifications shall be entitled to the following eight (8) holidays: New Year's Day and the day preceding, Good Friday, Memorial Day, Labor Day, Thanksgiving Day and the day following, and Christmas Day.
  - 3. In order to be paid for each holiday listed above, the employee must work the regular scheduled workday immediately before or immediately after the holiday or holiday period in question.
  - 4. In the event the holidays set forth above fall on a Saturday or Sunday, the affected holidays shall be rescheduled for the adjacent Friday or Monday, 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 that does not conflict with school, by mutual agreement between the Superintendent or

his/her designee and representatives of the Union.

5. In the event school is in session on the Monday following Easter Sunday, the scheduled holiday for technicians, twelve month bus drivers and bus monitors shall be rescheduled to another date that does not conflict with school by mutual agreement between the Superintendent or his/her designee and representatives of the Union.
- B. Technicians will earn credit toward vacations with pay in accordance with the schedule outlined below. The accrual of vacation time shall be based on the employee's anniversary date annually. If an employee transfers from a classification which provided paid vacation, such employee shall retain his/her years of service credit for purposes of allocating vacation days.
1. During the first year or partial year of employment, vacation days will be earned on a prorated basis of 5/6<sup>th</sup> of a day per month worked.
  2. From the second through the fifth year of service, ten (10) vacation days will be earned each year.
  3. For each additional year of service over five (5), one additional day of vacation will be earned up to a maximum of twenty (20) days per year.
  4. The accrual of vacation days will be capped at twice the number of such days earned each year. (i.e., An employee earning ten vacation days per year may accrue a maximum of twenty vacation days, an employee earning fifteen vacation days may accrue a maximum of thirty, etc.). Employees must use any vacation days that exceed their individual cap, or lose such days without any type of compensation.
  5. If an employee separates employment from Oxford Schools, he/she will receive payment for accrued vacation which is not used prior to separation.
  6. Vacations shall be taken in consecutive days of one (1) or more weeks, unless approved for shorter periods by the employee's immediate Supervisor.
    - a. Vacation requests shall be made at least one week prior to the start of the proposed absence, and the approval of such requests shall not be unreasonably withheld.
    - b. Other than during the normal school summer vacation period, not more than one (1) employee per classification may take his/her vacation at the same time. The period two (2) weeks prior to the start of school shall not be considered part of this normal vacation period, and when necessary, the granting of vacation requests shall be on the basis of seniority.
    - c. When an employee is eligible for a paid holiday during his/her scheduled vacation, the vacation should be extended one (1) day continuous with the vacation.

- d. If an employee becomes ill and is under the care of a physician during his/her vacation, the vacation will be rescheduled, and the provisions of Article XVI, Leave Days will apply.
  - e. A vacation may not be waived by an employee and extra pay received for work during that period, unless a specific exception is made by the Board.
  - f. Requests for unpaid vacation days will be reviewed by the Director on a case-by-case basis and will not be unreasonably denied.
7. While on vacation, an employee will be paid a daily amount equal to his/her regular rate of pay for the number of hours normally worked by the employee.
- C. Bus drivers, bus monitors and cafeteria workers hired prior to the ratification date of the 2009-12 agreement (06-03-10) will be entitled to up to five (5) paid vacation days during each contractual work year as outlined below. The paid vacation days will not accrue from year to year. Employees hired after the date of ratification for the 2009-12 agreement (06-03-10) will not be entitled to vacation days.
- 1. After five (5) years of service, such employees will earn a total of 1 paid vacation day. After ten (10) years of service, they will earn a total of three (3) paid vacation days. After fifteen (15) or more years of service, they will earn a total of five (5) paid vacation days.
  - 2. Paid vacation days may be taken only during school recesses or at other times when no substitute will be required to replace the employee.
  - 3. Employees in these classifications desiring to take vacation days in accordance with this provision shall submit a written request to their immediate supervisor on a prescribed form.
  - 4. In the event that one or more of the holidays for which employees in these classifications are eligible occur during the period that such an employee is on an approved vacation, the employee shall be paid for the holiday(s) as specified above.

**ARTICLE XVII**  
**TEMPORARY AND SUBSTITUTE EMPLOYEES**

- A. From time to time, the Board may employ temporary employees to supplement the regular work force. Their employment will conform to the following guidelines and limitations.
- 1. They may be employed for not more than ninety (90) total work days during any one school year, counted from first day of school each year.
  - 2. They cannot replace a permanent employee.
  - 3. Their rate of pay will be the initial base rate of the classification in which they are employed.

4. They will not be eligible to receive any of the fringe benefits contained in this Agreement.
  5. They may work overtime when the district overtime list is exhausted.
- B. The Board may also employ substitute employees to supplement the regular work force. Their employment will conform to the following guidelines and limitations.
1. They may be employed to work in place of regular employees who are absent from their job for any period of time.
  2. They cannot permanently replace a permanent employee.
  3. Their rate of pay and working conditions will be established by the district at its sole discretion.
  4. They will not be eligible to receive any of the fringe benefits contained in this Agreement.
  5. They may work overtime when the district overtime list is exhausted.

## **ARTICLE XVIII EMPLOYEE BENEFITS**

- A. Health insurance coverage will vary according to differing circumstances of the individual employee as described below. Eligible employees and their eligible dependents shall be offered health coverage in compliance with the Affordable Care Act. Notwithstanding any other obligations in this agreement, the district reserves the right to, at its sole discretion, select a health insurance carrier which offers an affordable plan that provides "minimum coverage" pursuant to 26 USC Section 36(B)(c)(2)(C)(ii). Upon request by either party during the life of this agreement, the parties agree to review health insurance carriers/plans to consider adoption of a less costly plan. All board paid health insurance payments for employees will be in compliance with the Publicly Funded Health Insurance Contribution Act (PA 152) and the Affordable Care Act.

For the life of this agreement, health care increases for the HMO health plan (from the 2016-17 level) will be shared equally by the district and employees. The cost will be shared only to the extent allowed under the stipulations of PA 152 (hard cap law). For the PPO plans offered, the district will pay at the same level it paid for those plans in the 2016-17 school year. For the remaining years of the agreement, the district payment will be equal to the amount paid for the HMO plan. Should health insurance increases for the HMO exceed 10% for years two and three of the agreement, the parties agree to review plans and explore options to lower the rate(s) and/or review alternate health care plans if either party requests the review. This clause will be used for all employee groups.

The insurance level of coverage (percentage based on number of hours worked in the

previous school year) will be used as a basis for coverage upon return in September. Beginning October 1, new hours will be established to determine level of coverage. If hours substantially change during the school year (1 hour or over), Administration will review and determine if employee contribution amount would be adjusted (in compliance with ACA). The Board will adjust the pro-rated amounts paid by employees to comply with federal and/or state law.

The state cap will be frozen through August 31, 2017 (or based on negotiated health care changes) at January 2014 levels (no increase of hard cap): Single- person coverage - \$5,857.58; Two-person coverage - \$12,250; Family coverage - \$15,975.23.

1. Employees who work 30 hours per week shall be eligible for coverage paid up to the District established minimum. (Board will establish hard cap or 80/20 percentage cap).
2. Transportation employees who work between 26 hours per week, but less than 30 shall be eligible for coverage paid at 50% by the Board in compliance with Public Act 152. Food service employees who work between 26 to 30 hours per week waived the eligibility for 50% paid health coverage in order to allow the employees to work the additional hours (per agreement of 11-20-14).

All employees who work 40 hours per week and elect not to receive such coverage shall receive a cash payment of \$100 per month. Employees must provide proof of health coverage in order to waive insurance. Employees who receive coverage through Oxford Community Schools under a spouse's contract will not be eligible for the payment in lieu of health insurance. The employee may elect to receive monthly payments through payroll or apply them to a 403b account with a company approved by the Board of Education.

B. The Board will provide a dental insurance plan subject to the terms of the policy coverage selected by the Board.

1. All current employees who had Board paid dental insurance coverage prior to September 1, 2000, may continue such coverage with one hundred percent (100%) of the premium paid by the Board.
2. All twelve month employees as defined in Section A above who were not covered by Board paid dental insurance coverage, or who were employed after September 1, 2000 shall be eligible for dental insurance coverage according to the following schedule.
  - a. Transportation employees in this category who work twenty-six (26) hours or more per week shall be eligible for coverage fully paid by the Board.
  - b. Food Service employees who work thirty (30) hours or more per week shall be eligible for coverage fully paid by the Board.
  - c. Those who work less than twenty-six (26) hours, may purchase coverage at their own expense (minimum eligibility of 20 hours to purchase at own expense)

3. All ten month employees as defined in Section A above who were not covered by Board paid dental insurance coverage, or who were employed after September 1, 2000 shall be eligible for dental insurance coverage according to the following schedule.
  - a. Transportation employees in this category who work twenty-six (26) hours or more per week shall be eligible for coverage with eighty-five percent (85%) of the premium paid by the Board.
  - b. Food Service employees who work thirty (30) hours or more per week shall be eligible for coverage with eighty-five (85%) percent of the premium paid by the Board.
  - c. Those who work less than twenty-six (26) hours may purchase coverage at their own expense (minimum eligibility of 20 hours to purchase at own expense).

C. The Board will provide unit employees with a vision insurance plan subject to the terms of the policy.

1. All current employees who had Board paid vision insurance coverage prior to September 1, 2000, may continue such coverage with one hundred percent (100%) of the premium paid by the Board.
2. All twelve month employees as defined in Section A above who were not covered by Board paid vision insurance coverage prior to September 1, 2000, or who were employed after September 1, 2000, shall be eligible for vision insurance coverage according to the following schedule.
  - a. Employees in this category who work twenty-six (26) hours or more per week shall be eligible for coverage fully paid by the Board.
  - b. Food Service employees who work thirty (30) hours or more per week shall be eligible for coverage paid by the Board.
  - c. Those who work less than twenty-six (26) hours may purchase coverage at their own expense (minimum eligibility of 20 hours to purchase at own expense).
3. All ten month employees as defined in Section A above who were not covered by Board paid vision insurance coverage prior to September 1, 2000, or who were employed after September 1, 2000, shall be eligible for vision insurance coverage according to the following schedule.
  - a. Employees in this category who work twenty-six (26) hours or more per week shall be eligible for coverage with eighty-five percent (85%) of the premium paid by the Board.
  - b. Food Service employees who work thirty (30) hours or more per week shall



be eligible for coverage with eighty-five (85%) percent of the premium paid by the Board.

- c. Those who work less than twenty-six (26) hours may purchase coverage at their own expense (minimum eligibility of 20 hours to purchase at own expense).
- D. Regular employees who work an average of four (4) hours or more per day shall be provided a term life insurance policy with an accidental death and dismemberment clause.
1. The policy shall provide coverage in the amount of \$15,000 for all eligible employees in the bargaining unit subject to the rules and regulations of the insurance carrier.
  2. Upon retirement, members of the bargaining unit who have been covered by the district's term life insurance, and who are under seventy (70) years of age, may purchase up to \$8,000 worth of term life insurance subject to the rules and regulations of the insurance carrier. It will be the responsibility of the retired employee who elects to purchase such insurance to pay the premium plus a two percent (2%) administrative fee once yearly at the board office.
- E. Regular employees who work an average of four (4) hours or more per day shall be provided with short and long term disability policies. After ninety (90) days of disability, the policies will pay sixty-six and two-thirds percent (66-2/3%) of an employee's wages, not to exceed a maximum of two thousand five-hundred dollars (\$2,500) per month, for the duration of the disability or until age sixty-five (65), subject to the terms of the policy.
- F. Effective on the first day of the month, eligible employees will be afforded the opportunity to establish flexible spending accounts under the provisions of Section 125 and Section 129 of the IRS Code. It is understood that the Board will not contribute funds to said accounts on behalf of employees electing to participate.
- G. The Board will provide uniforms or other items of clothing for employees or employee groups on an annual basis as described below.
1. Bus drivers and bus monitors who have worked for the district for one (1) full school year shall receive either one (1) jacket or shall be reimbursed for appropriate footwear up to \$100 every three (3) years. The employee is responsible to pay tax on purchase. The jacket must be selected/approved by the employer. This provision shall not apply to substitute bus drivers.
  2. Regular uniforms and coveralls shall be provided for technicians as needed. In addition, the Board shall provide each technician with an annual allowance of one hundred fifty dollars (\$150.00) to be applied toward the purchase of insulated coveralls or jackets. Technicians will be allotted a work shoe/boot allowance of seventy-five dollars (\$75) per year.
  3. The district will provide up to two (2) uniforms (or equal parts of uniforms) per year for cafeteria workers. When deemed necessary, additional uniforms and/or parts of uniforms may be provided as determined by the supervisor. Shoes will be

provided every year, up to a cost of \$75. The employee is responsible to pay tax on purchase. Receipts must be submitted to the Food Service Office for reimbursement by November 1 of the applicable year. After he/she has worked for the district for one (1) full school year, since he/she is most directly affected by seasonal changes, the van driver will also receive an allowance of seventy-five dollars (\$75.00) every three (3) years to be applied toward the purchase of a winter jacket. Employees will have the responsibility for maintaining and cleaning their own Board provided clothing.

4. Where appropriate, the clothing purchased by the Board will be monogrammed with the name of the school district so as to readily identify the wearer as an employee of the district. It is expected that employees will routinely wear said clothing while on duty, and after appropriate warnings from the supervisor, continued failure to do so may result in a reprimand or other disciplinary action.

H. The Board will cover the cost of certain employee testing and licensing as outlined below.

1. After they have worked for the school district for one (1) full school year, bus drivers shall be reimbursed for the cost of the state fees required for obtaining a chauffeur's or other special driver's license or permit, in an amount not to exceed seventy-five dollars (\$75) per year. To be eligible for reimbursement, the employee shall present a receipt detailing the payment of the license and certification fees.
2. After they have worked for the school district for one (1) full year, technicians shall be reimbursed for the cost of testing and licensing as follows.
  - a. After they have successfully completed the tests specified in, technicians shall be reimbursed for the cost of the state fees required for obtaining a motor vehicle technician certificate, in an amount not to exceed sixty dollars (\$60.00) per year. To be eligible for reimbursement, the employee shall present a receipt acknowledging payment of the license and certification fees.
  - b. If, at their own option, technicians elect to complete any of the ASE tests specified in Article XXI, Miscellaneous Provisions, Section D, they shall also be reimbursed for the cost of these tests in an amount not to exceed one hundred dollars (\$100.00) per year. To be eligible for reimbursement, the employee shall present a receipt certifying successful completion of the specified tests, and acknowledging payment of the testing fees.

I. Individual employees or employee groups will also be eligible for certain other financial benefits as outlined below.

1. If asked to provide their own transportation in the course of their work, employees will be reimbursed at the current IRS rate. Payments for this purpose will be made in January and July upon submission of necessary documentation by the employee.
2. Bus drivers shall be entitled to a meal allowance for bus runs out of the district

which are five (5) or more hours in duration and which include a regular mealtime. The amount of the allowance shall be up to \$4.00 for breakfast, \$5.00 for lunch, and \$9.00 for dinner. Drivers shall furnish receipts for all meal reimbursements.

3. Technicians shall be entitled to an annual district allowance of up to three hundred fifty dollars (\$350.00) for the purchase of necessary small tools, subject to the approval of the Transportation Supervisor.
  4. An annual payment of four hundred fifty dollars (\$450) will be provided to technicians at the end of each contract year upon verification of at least five (5) or more state and/or ASE certifications.
- J. Each bargaining unit employee is covered by worker's compensation laws in the state, and is entitled to the benefits for which they qualify under the provisions of said laws. In addition, the Board agrees that an employee deemed eligible for worker's compensation benefits will be paid an amount by the district sufficient to make up the difference between the employee's worker's compensation income and his/her regular net weekly income. Such payments shall be made for a maximum of sixty (60) calendar days, and shall not result in decrements being made to the employee's accumulated sick leave.
- K. Retirement
1. If an employee separates employment from Oxford Schools, he/she will receive payment for accrued vacation which is not used prior to separation.
  2. All employees with ten (10) or more years of employment in the bargaining unit shall, upon verification of their retirement by MPSERS, be paid for sixty percent (60%) of their accumulated sick leave days at their per diem rate at the time of their retirement.

## **ARTICLE XIX EMPLOYEE COMPENSATION**

- A. Longevity payments shall be added to the hourly rate of all bargaining unit members according to the following schedule. Employees who complete the specified years of service in the bargaining unit shall begin receiving the appropriate, non-cumulative longevity payment on the first full payroll following their anniversary date.

Employees with five (5) or more years of service in the unit	\$.10/hr
Employees with ten (10) or more years of service in the unit	\$.15/hr
Employees with fifteen (15) or more years of service in the unit	\$.20/hr
Employees with twenty (20) or more years of service in the unit	\$.25/hr
Employees with twenty five (25) or more years of service in the unit	\$.30/hr
Employees with thirty (30) or more years of service in the unit	\$.35/hr

- B. Wage increases for technicians will be effective as of September 1 of each year of the Agreement. Wage increases for bus drivers, bus monitors, and cafeteria workers shall be effective as of the beginning of each school year.

<b>AFSCME - ARTICLE XIX - RATES OF PAY</b>			
<b>BUS DRIVER</b>			
	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
Base Starting Rate	17.50	18.20	18.93
After 60 Workdays	17.91	18.62	19.37
After 1 Year	18.34	19.08	19.84
After 2 Years	19.21	19.98	20.78
After 3 Years	20.12	20.92	21.76
<b>BUS MONITOR</b>			
Base Starting	13.76	14.31	14.88
After 1 Year	14.09	14.65	15.24
After 2 Years	14.62	15.21	15.82
After 3 Years	15.15	15.76	16.39
<b>TECHNICIANS</b>			
Technician Rates	26.11	27.15	28.24
Technician's Helper	14.85	15.44	16.06
Head Technician Premium	1.00	1.00	1.00
<b>CAFETERIA</b>			
Base Starting Rate	12.21	12.70	13.21
After 60 Workdays	12.46	12.96	13.48
After 1 Year	12.75	13.26	13.79
After 2 Years	13.33	13.87	14.42
After 3 Years	13.95	14.51	15.09
<b>CAFETERIA</b>			
OHS Kitchen Manager	16.99	17.67	18.37
OMS Kitchen Manager	16.67	17.33	18.02
Van Driver	16.67	17.33	18.02
District Central Kitchen Mgr. Prem.	1.00	1.00	1.00
Elem. Team Leader Additional	0.25	0.25	0.25

D. The school district pays an overtime premium to all of its employee groups under the various circumstances outlined below.

1. All employees covered by the terms of this Agreement shall be compensated at a rate of one and one-half (1-1/2) times their regular hourly rate for any hours worked beyond eight (8) hours in one day or beyond forty (40) hours in one (1) week, with the exceptions for cafeteria employees as listed below. Cafeteria employees who provide food service for banquets or other activities will be paid at their regular hourly rate for work up to forty (40) hours in any one week and at time and one-half (1-1/2) for work over forty (40) hours in any one week. Assignments for banquets or similar activities will be made by the Food Service Director, who will attempt to equalize such assignments to the extent possible.
2. Employees who are scheduled to work overtime immediately prior to or immediately following their regular shift shall be paid time and one-half for actual time worked only and such overtime shall not be treated as call-in overtime.
3. When an employee is required to work on Saturday, he/she is paid at time and one-half (with the exception of the food service banquet provision). If a shift starts on Saturday and continues into Sunday, the employee shall be paid double time for all hours worked on Sunday.
4. When an employee is required to work on a Sunday, he/she will be paid double time, with the exception of cafeteria employees who provide food service for banquets or other activities. These employees will be paid at time and one-half for banquet work for any hours over 40 (regardless of whether the work is performed on Saturday or Sunday).
5. When an employee is required to work on a holiday, he/she shall be paid his/her holiday pay plus time and one-half (i.e., a total of double time and one-half), except when the holiday is on a Sunday, he/she shall be paid his/her holiday pay plus double time (i.e., a total of triple time).

E. The following guidelines shall apply to individual employees or groups of employees as specified.

1. No wages will be paid to special education bus monitors when a monitor is not required on a special education bus run.
2. Bus drivers required by the district to attend driver classes shall be paid at their regular rate, providing they meet the requirements for reimbursement. Also, in the event bus drivers are authorized by the Transportation Supervisor to attend in-service training sessions, or are required to attend meetings or to perform bus garage duties, drivers shall be paid their regular rate of pay for the time involved. Drivers and monitors shall be paid at their regular rate for all activity, athletic and field trips during the period of driving/monitoring, except for weekend trips, which shall be paid at time and one-half
3. Under the school district's current payroll schedule, employee paychecks cover the two week period which ends ten (10) days prior to the date of the check. If

hours are reported incorrectly, or another error results in a shortage on an employee's paycheck, that shortage will be made up on the immediately following payroll. If the shortage exceeds twenty-five percent of the employee's regular pay, however, the employee will not be required to wait, but will be issued an offline check upon notification to the payroll office of the shortage.

4. A direct deposit program will be provided to all AFSCME employees. Each employee shall have direct deposit of all payroll disbursements into a bank or credit union of their choice.
5. When a new job is created in the unit and cannot be properly placed in an existing classification, the employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate is proper, it shall be subject to the provisions of Article VII, Special Conferences.
6. Employees requested by their supervisor to work in a higher classification shall be paid at the rate of that higher classification for the hours worked in the higher classification.
7. The Board shall set the rate of pay for all substitutes used in the bargaining unit at its sole discretion.
8. Bus Drivers will have one month to complete route log using layover time.

## **ARTICLE XX MISCELLANEOUS PROVISIONS**

- A. The following provisions shall apply to all members of the bargaining unit or to the unit in general.
  1. The Board acknowledges that any movement of work not otherwise authorized in this Agreement will be discussed with the Union by the Board's designee in order to provide protection for the employment and the seniority of any bargaining unit employees involved.
  2. The Board agrees that all benefits which may accrue to members of the bargaining unit as a result of the provisions of this Agreement shall not be affected by the race, gender, age, marital or dependent status of any employee.
  3. The Board will provide bulletin boards in each district facility for use by the Union, and the Union in turn will maintain said bulletin boards in an orderly fashion. No obnoxious or inflammatory material will be displayed on said bulletin boards, and public communication not individually delivered to unit members will be confined to these bulletin boards or other designated places in the respective buildings.
- B. The following provisions shall apply to bus drivers and bus monitors within the unit.
  1. Special bus runs for athletic, activity and field trips will be posted forty-eight (48)

hours in advance whenever possible.

- a. All such trips shall be rotated among drivers on a seniority basis and shall be equalized as much as possible and practical. If all drivers refuse such a trip, one shall be assigned.
  - b. Any special bus trip out of the district that involves more than ten (10) students shall be chaperoned by a coach, sponsor or other responsible adult in addition to the assigned driver.
  - c. When a special trip utilizes a district owned vehicle and more than four (4) students require transportation to the event, a bus driver will be employed to drive the vehicle to the activity. If four (4) students or less require such transportation, a school-owned vehicle other than a school bus may be driven by any licensed adult authorized by the Board.
2. Summer runs, other than existing special education runs, shall be posted and assigned on the basis of seniority. Special education bus monitors assigned to bus runs that extend into the summer beyond the regular school year, shall be entitled to remain with their assigned bus runs until the runs are discontinued. Other special education summer bus runs requiring a bus monitor shall be filled on a seniority basis from among the special education bus monitors. The bus monitor having the highest seniority shall have the first option of selecting an available special education summer bus run not filled by a regular driver.
  3. The minimum call-in time for drivers shall be two (2) hours. An average of one-half (1/2) hour per day shall be allowed for clean-up, warm-up, and fueling of buses, except that an additional allowance shall be made for kindergarten and special runs.
  4. Regular drivers may substitute on a run in the absence of the regular driver according to the following guidelines.
    - a. During the regular school year a driver shall indicate this desire by placing his/her name on the volunteer substitute list maintained at the bus garage.
    - b. To be notified of available trips during the summer, a driver must indicate his interest by placing his/her name on a summer volunteer list that will be posted one (1) week before the end of the regular school year. The assignment of hours under this provision shall be equalized to the extent possible.
    - c. If a regular driver notifies the transportation department that he/she will be absent during his/her noon run prior to the time the daily noon run sheet is taken down at approximately 9:00 a.m., the run will be offered to the first eligible driver on the substitute driver list. If notification is not received until after the noon run sheet is taken down, then the district may offer the run to any available regular driver without regard to the substitute driver list, or assign the run to a non-bargaining unit substitute driver, as the district deems most expedient.



- d. If a regular driver permanently loses an entire run, which for purposes of this section means all of the work between his/her punch-in time and the next punch-out time, then that driver shall be given the opportunity to be placed in the first position on the substitute driver's list, and he/she shall be given the opportunity to substitute for absent drivers before any other non-bargaining unit substitutes are called. If there is more than one such driver, they shall be listed and assigned to substitute in order of seniority.
  5. The district will offer CPR/first aid training for drivers and monitors. This training is required for special education bus drivers and monitors. The class will be taken on the employee's own time, but will be paid for by the district.
  6. Bus drivers will be provided with report forms in duplicate for the purpose of reporting faulty equipment, and in the interest of safety daily reports are required.
- C. The following provisions shall apply to technicians within the bargaining unit.
1. All currently employed technicians and any new hires in the technician classification shall hold a minimum of six (6) state technician certifications, including truck engine repair (gas), truck engine repair (diesel), truck drive trains, truck brakes and braking, truck suspension and steering, and truck electrical systems. The district also recognizes the value of six (6) additional state certifications, including auto engine repair, auto manual transmissions, auto automatic transmissions, auto brakes and braking, auto front end and steering, and auto electrical systems. Temporarily, one (1) of these auto certifications may be substituted for the corresponding required truck certification, until the employee is able to secure the latter.
  2. All currently employed technicians and any new hires in the technician classification may also choose to secure ASE certification, for which the district will provide limited financial reimbursement as outlined in Article XIX, Section H 3 b. This reimbursement will be limited to the ASE Medium and Heavy Duty Truck Series Tests or the School Bus Series Tests which correspond to the state certification areas specified in Section 1 above.
  3. If the district chooses to fill the technician's helper position established in this contract, the above certification requirements shall not apply. The district may, however, choose to financially assist any helper who may be employed if he/she is interested in securing any of the specified certifications.
- D. The following provisions shall apply to cafeteria employees within the bargaining unit.
1. Within one (1) year of their employment as permanent cafeteria employees, all members of this classification must be certified in Food Service Basics and be ServSave certified. Classes are to be taken on the employee's own time. The initial cost for the ServSave classes will be paid by the district. For re-certification, the district will pay for the test only (first re-certification test only). Any employee who fails the test will be responsible for costs of retesting. The employee will be responsible for the cost of classes should they need to be retaken in order to receive a certificate of completion.

2. Professional Standards/training requirements for school nutrition employees will follow Michigan Department of Education guidelines.
  3. Employees shall be assigned to specific positions by the Food Service Supervisor. In individual cafeterias, various job assignments may be made by the kitchen manager or the Food Service Supervisor to expedite the school lunch program.
  3. In-service training will be encouraged, and assignments will be made by the Superintendent or his/her designee upon recommendation of the Food Service Supervisor. Employees will be paid regular rate for inservice meetings they are required to attend.
  4. A health examination is a condition of employment, the cost of which is to be assumed by the applicant. If a physical exam is required after initial employment, the Board will allow thirty dollars (\$30.00) toward the cost of the exam.
  5. Employees will receive two (2) hours guaranteed time with pay when they have reported to work and emergencies shut down the lunch program for that day. The district shall not be obligated to pay for reporting time when employees are notified of such a shutdown in any manner before reporting to work.
  6. One cafeteria employee in each building will be given the opportunity to be trained or recertified in CPR. The class will be taken on the employees own time, but will be paid for by the Board.
- E. The current contract has been rewritten in some areas based upon the tentative agreement. Should it be determined that a matter has been overlooked by either party, a review of this language will be conducted by the Board and Union. If the matter under consideration is covered by a portion of the new agreement which was copied, modified or rewritten from the corresponding portion of the old agreement, then it is to be assumed that the change was intentional, and the language of the new agreement shall prevail. If the matter under consideration is not covered by the new agreement, but is covered by a portion of the old Agreement, then it is to be assumed that the matter was overlooked, and the language of the old agreement shall prevail.
- F. It is agreed that the language pertaining to custodial employees will be removed from the AFSCME agreement with the stipulation that if custodians are employed by the district as district employees (not contract employees), the language will be negotiated and incorporated into the agreement.
- G. Job descriptions for the positions included in the bargaining unit, as listed in Article I – Recognition Clause, shall be listed on the Oxford Schools website. In the case when revisions to the existing job descriptions need to be made or when new job descriptions need to be created, administration shall meet with union representatives to discuss these changes/additions prior to publication on the website.

## **CONTRACT RE-OPENER CLAUSE**

For years 2020-2021 and 2021-2022 of the collective bargaining agreement, the following revenue targets will be used to determine wage re-openers to the contract.

- Revenue realized for the 2019-2020 school year will be utilized to determine wage re-openers to the contract for the 2020-2021 school year. The parties agree to re-open the contract to discuss the overall revenue change and determine if revisions to the contract are necessary if the revenue increase is below 1.5 million dollars (\$1,500,000) or above 2.5 million dollars (\$2,500,000). Revenue is defined using the following factors:
  1. Total amount of any per pupil increase or decrease. This figure will include factors such as categorical, federal, and other funding sources. This amount will be determined based on the unaudited fall enrollment figures from 2019.
  2. Fifty percent (50%) of the excess/deficiency of revenues over expenditures as determined by the audited financial statement for the 2018-2019 school year.
  3. Fifty percent (50%) of any excess/deficiency of revenues as a result of enrollment increase or decline. This amount will be determined based on the unaudited fall enrollment increase/decrease from 2019.
  4. Any other funding changes that would impact the overall revenue of the district (i.e. change in virtual funding model, MPSERS 147C offset from the state, etc.)
  
- Revenue realized for the 2020-2021 school year will be utilized to determine wage re-openers to the contract for the 2021-2022 school year. The parties agree to re-open the contract to discuss the overall revenue change and determine if revisions to the contract are necessary if the revenue increase is below 1.5 million dollars (\$1,500,000) or above 2.5 million dollars (\$2,500,000). Revenue is defined using the following factors:
  1. Total amount of any per pupil increase or decrease. This figure will include factors such as categorical, federal, and other funding sources. This amount will be determined based on the unaudited fall enrollment figures from 2020.
  2. Fifty percent (50%) of the excess/deficiency of revenues over expenditures as determined by the audited financial statement for the 2019-2020 school year.
  3. Fifty percent (50%) of any excess/deficiency of revenues as a result of enrollment increase or decline. This amount will be determined based on the unaudited fall enrollment increase/decrease from 2020.
  4. Any other funding changes that would impact the overall revenue of the district (i.e. change in virtual funding model, MPSERS 147C offset from the state, etc.)

**ARTICLE XXI  
RATIFICATION AND TERMINATION**

- A. This Agreement shall be effective as of September 1, 2019, and shall remain in full force and effect until August 31, 2022. 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.
- B. The Agreement shall remain in full force and be effect during the period of negotiations until notice of termination of the Agreement is provided to the other party in the following manner. In the event that either party desires to terminate the 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.
- C. The Union agrees to submit this Collective Bargaining Agreement to the membership and recommend that it be ratified and adopted in its entirety, and final action on 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.

**AFSCME UNION**

**OXFORD COMMUNITY SCHOOLS**

\_\_\_\_\_  
Debra Bunker, AFSCME

\_\_\_\_\_  
Tom Donnelly, President

\_\_\_\_\_  
Stephanie Nahas, AFSCME

\_\_\_\_\_  
David Pass,  
Asst. Supt. of Human Resources

Date: \_\_\_\_\_

Date: \_\_\_\_\_