OAKRIDGE PUBLIC SCHOOLS

AND

OAKRIDGE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

OESPA

Collective Bargaining Agreement

July 1, 2018 – June 30, 2022

Amended October 16, 2019 with Wage Opener Letter of Agreement
Updated March 3, 2020 with Letter of Agreement for Arbitration Settlement

covering
Maintenance/Groundskeeper, Transportation and Food Service Employees

Table of Contents

AGREEMENT 3
ARTICLE I - Recognition 3
ARTICLE II - Management Rights 4
ARTICLE III - Association and Employee Rights 5
ARTICLE IV - Grievance Procedure 8
ARTICLE V - Seniority 11
ARTICLE VI - Layoff and Recall Procedures 13
ARTICLE VII - Vacancies and Transfers 14
ARTICLE VIII - Working Conditions 15
ARTICLE IX - Paid Leaves of Absence 15
ARTICLE X - Working Hours 18
ARTICLE XI - Holidays 20
ARTICLE XII - Unpaid Leaves of Absence 21
ARTICLE XIII - Vacations 23
ARTICLE XIV - Compensation 24
ARTICLE XV - Miscellaneous 28
ARTICLE XVI - No Strike - No Lockout 29
ARTICLE XVII - Insurance 29
ARTICLE XVIII - Duration of Agreement 34
APPENDIX A – Grievance Form 35
APPENDIX B - Job Classifications 39
APPENDIX C – Maintenance/Groundskeeper 40
Job Description – Maintenance/Groundskeeper 40
APPENDIX D - Food Service 42
Job Description – Head Cook 42
Job Description – Kitchen Helper 45
APPENDIX E - Transportation 47
Bus Discipline 47
Description of Types of Drivers 47
Job Description – School Bus Driver 48
Transportation Workload and Assignment 52
Definitions 52
Sports Runs 52
Field Trip and Shuttle Procedure 53
Regular Runs 54
Special Education Runs 54
Miscellaneous 55
Letter of Agreement – Wage Opener 56
Letter of Agreement – Arbitration Settlement 57

AGREEMENT

This Agreement by and between the Oakridge Public Schools, hereinafter referred to as the "Board", "Employer" or "District" and the Oakridge Educational Support Personnel Association, affiliated with the Michigan Education Association, hereinafter referred to as the "Association" or "Union" provides as follows:

ARTICLE I - Recognition

A. The Board of Education of the Oakridge Public Schools recognizes the Oakridge Educational Support Personnel Association MEA/NEA as the sole collective bargaining representative for all its employees employed as regular part-time and full time maintenance/groundskeeper employees and regular bus drivers working two hours or more per day and food service employees working two hours or more per day excluding all licensed personnel, teachers, custodians, co-op students, part-time and/or seasonal custodial and maintenance employees, Supervisors, substitute employees, and all other employees, in matters affecting wages, hours and working conditions, in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended.

B. The Employer agrees not to negotiate with any other maintenance/groundskeeper, food service or bus drivers' Association as long as the Oakridge Educational Support Personnel Association MEA/NEA is the recognized bargaining agent.

C. The word "employee," unless the context clearly states otherwise, shall mean a person employed within the bargaining unit as provided in paragraph A.

D. Regular part time maintenance/groundskeeper employees are defined to mean those employees who are scheduled to work regularly more than twenty (20) hours but less than forty (40) hours per week and/or less than twelve (12) months per year.

E. This Agreement shall supersede any School District rules, regulations, or practices, which are found to be inconsistent with the specific provisions of this Agreement.

ARTICLE II - Management Rights

A. The Employer retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the exclusive right:

1. To determine the number, size and location of its facilities and departments, the equipment, machines, technology, material, information, data, systems, supplies and procedures to be utilized in such buildings or branches and to change or discontinue the location or use thereof.
2. To make all financial decisions including, but not limited to: the setting, fixing, levying, collection and administration and control of all funds; the financing and borrowing of funds; the annexation, consolidation or other reorganization of the District; the right to maintain accounts and financial records.
3. To determine the organization of management and administration and the selection of employees for promotion to supervisory and other management functions.

B. Except as expressly restricted by this Agreement, the Employer retains the right to manage the academic and business affairs of the District and to direct the working forces of the District, including, but not limited to, the right:

1. To determine methods and schedules of work, including technological alterations; the transfer or subcontracting of work, locations of work; the procedures and processes to be used.
2. To determine the basis for selection of employees for hiring and the basis for their retention or dismissal.
3. To maintain discipline of employees including the right to make reasonable rules and regulations for the purpose of efficiency, safe practice and discipline.
4. To generally direct the work of the employees, subject to the terms and conditions of this Agreement, including the right to: hire, discharge, suspend or otherwise discipline employees; to assign or transfer them to particular jobs, duties or locations either on a temporary or permanent basis; to determine the amount of work needed and job content; to lay employees off for lack of work or for other proper or legitimate reason; to determine work standards and the quality and quantity of work to be assigned; and to make such studies as it shall require in connection therewith.

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

ARTICLE III - Association and Employee Rights

A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Employer hereby agrees that every employee of the Employer shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

As a duly elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379**,** that it will not discriminate against any employee with respect to hours, wages, or terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement. It is agreed by the Association that this does not give employees the right to perform duties of the Association during work hours except as otherwise provided herein.

B**.** Both parties specifically recognize the right of the other appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.

C. No employee shall be prevented from wearing insignia, pins or other identification or membership in the Association, which are in good taste, and are not considered to impair the normal educational climate of the school. Bulletin boards, in the employees' lounge or general offices shall be made available to the Association. The Association or any employee shall conduct no Association business during normal working hours except by permission from the Administration or otherwise provided herein. However, the Association President, Grievance Chair and Chief Negotiator may conduct official business without individual situation permission, provided the activity does not interfere with his/her employment assignment.

D. The Employer agrees to furnish to the Association in response to reasonable requests from time to time information concerning the financial resources of the district, tentative budgetary requirement and allocations.

E. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws.

F. All employees shall be entitled to full rights of citizenship and no religious or lawful political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing that the employee does not use the school to promote his/her religious or political beliefs and the activity is appropriate**.**

G. No bargaining unit member shall be disciplined without just cause**.**

H. The non-renewal or termination of a probationary employee shall not be subject to Section G above and shall not be subject to the grievance procedure.

I. If an employee is to be disciplined by an administrator, he/she may have a representative present from the Association. The employee will be notified if the meeting may result in disciplinary action.

J. Discipline Procedures. The Employer agrees to provide the employee with written notification of a disciplinary document that is to be made a part of the employee's personnel file. In instances where the Employer desires to conduct an investigatory interview with an employee, the employee shall be entitled upon request to have an Association representative present at the interview. A copy of all disciplinary actions involving suspension or discharge will also be provided to the Association, unless the employee requests that the matter be kept confidential.

K. Freedom of Information Request. The Employer is subject to and will abide by the provisions of the Michigan Freedom of Information Act, PA 442 1976, as amended.

L. Personnel Files. The Employer is subject to and will abide by the provisions of the Bullard-Plawecki Employee Right to Know Act, Act 397, 1978, as amended. Employees will be required to sign any material of a disciplinary nature or involving complaints against the employee that are to be placed in their personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary material or complaints shall not be interpreted as agreement with the disciplinary action or complaints. A statement to this effect shall precede the employee's signature.

M. Assaults. An employee who is assaulted while in the performance of assigned duties shall promptly report the assault to the Employer. The Employer shall promptly investigate the incident and render such assistance as necessary under the circumstances, including reporting and cooperating with law enforcement authorities.

N. Complaints Against Employees. All complaints to be included in the employee's disciplinary file must be in writing. In the event a complaint or charge is made by the person or group, against any employee, the employee shall be given a copy of what is to be included in the employee's file.

O. A bargaining unit member with or without his/her representative(s) will be allowed to review his/her official personnel file under the supervision of the Superintendent or his/her designee.

P. Whenever an employee is requested by the Employer to perform duties of the Association during regular school hours, the employee shall be released from regular duties without loss of pay**.**

Q. Building Representative's Duties. Duties or activities of the building representative shall not be performed during work hours, except with supervisory approval, including, but not limited to, the following:

1. To attend grievance meetings mutually scheduled to occur during work hours; or as otherwise agreed to in advance by their Supervisor.

2. The investigation and presentation of grievances according to the grievance procedure established in this Agreement.

3. The transmission of messages and information, which shall originate with and are authorized by the Local Association or its officers.

R. Compensation Information. Upon request and during normal business hours, the Association shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employer pertaining to specific grievances of employees within the bargaining unit, but this right of examination shall not permit the Association to remove any such time sheets or other records from the Employer's premises. Copies of such records shall be provided to the Association upon request at the Association's expense at the cost to the Employer for labor and copies**.**

S. Identification of Association Officers and Representatives. The Employer shall be informed in writing of the names of Association officers and representatives or any changes therein.

T. Association Information Requests. Upon reasonable written request and unless restricted by law, the Employer shall make available to the Association such information necessary to assist it in the processing of grievances, administration of the Agreement and the negotiation of successors to this Agreement.

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

V. Use of Employer Facilities and Equipment. The Association shall have the right to use the Employer's premises outside of regular school hours for Association meetings in accordance with the Employer's normal scheduling practices upon advance notice to the Administration. Any use of Employer equipment or supplies shall be upon advance approval of the Employer and reimbursement for costs.

W. Association Communication. The Association shall have the right to distribute Association material to employees as long as the distribution does not interfere with the operations of the Employer and the work being performed by the employees. This includes the right to place Association communications in designated employee mailboxes, to utilize District e-mail (subject to District's Acceptable Use Policy) and to post notices on bulletin boards in each of the buildings.

ARTICLE IV - Grievance Procedure

A. Definitions:

1. A “grievance” is an alleged violation of the express provisions of this Agreement.

2. The “aggrieved person” is the employee or employees making the claim.

3. The “employee” includes any individual who is a member of the bargaining unit, group or the association covered by this Agreement.

4. A “party of interest” is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

5. The "days" for this article shall exclude Saturdays, Sundays, holidays and days when the District does not normally conduct business.

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

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

Informal Step

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

1st Formal Step (See Grievance Form, Appendix A)

2. Providing the aggrieved employee(s) does not consider the informal grievance under (1) above to be resolved, he/she may file within five (5) days of the informal meeting a formal written grievance with his/her immediate supervisor using Appendix A. Such written grievance shall include pertinent information and follow a format mutually acceptable to the Association and the Board. A copy may be filed with the Association Representative.

3. Within five (5) days of receipt of the written grievance, a representative of the Employer (who will normally be the employee’s immediate Supervisor), will meet with the aggrieved and his/her Association Representative in an effort to resolve the grievance. Within five (5) days of the meeting, the Supervisor shall issue a written disposition.

2nd Formal Step

4. If the grievance remains unresolved, the Association shall have five (5) days after receipt of the immediate Supervisor's disposition to appeal the grievance to the Superintendent in writing who shall have ten (10) days after receipt of the grievance appeal to do one of the following:

    a. present a written disposition of the grievance to the Association Representative and grievant, or
    b. present a written notice to the Association Representative and grievant that the grievance will be presented to the Board for investigation or hearing as deemed appropriate by the Board for final determination. The Board's determination shall be made not more than thirty-five (35) days after delivery of notice to the Association that the grievance has been referred to the Board.

5. In the event the disposition of the Superintendent or his/her designee or the Board (as is applicable) is not satisfactory to the Association, then, within thirty (30) days following the date of receipt of the disposition, the Association only, and not an individual employee, may file a demand for arbitration of the dispute with the American Arbitration Association with a copy of the demand delivered to the office of the Superintendent within the same time period, all pursuant to the following rules and conditions. If the Board acts upon a grievance at its July meeting, the Association shall have, upon written advance notice to the Board, forty-five (45) days following the date of receipt of the written disposition in which to demand arbitration according to the procedures described above.

    a. The grievance shall relate solely to the application and interpretation of the terms and conditions of this Agreement.
    b. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of this Agreement.
    c. The arbitrator shall have no authority to hear or rule nor will there be any grievance upon any matter pertaining to the following:

        (i) If the employee or Association has filed a complaint, grievance, or claim with a state or federal agency or legal forum on a matter factually or legally related. It is the parties' intent that there be an election of remedies.
        (ii) The termination of or decision not to re-employ or decision to continue on probation any probationary employee.
        (iii) The content of the evaluation of an employee.

6. The decision of the arbitrator, if within the scope of his/her authority as above set forth shall be final and binding.

7. The arbitrator's fee and other expenses of the arbitration shall be shared equally by the parties.

8. Individual employees may not proceed to arbitration, only the Association may arbitrate a grievance.

D. All preparation, filing, presentation or consideration of grievances will be held at times other than when a bargaining unit member or participating Association representative is to be at his assigned duty station, except as otherwise mutually agreed to the contrary between the Employer and Association. Either party shall be permitted representation of choice in the formal grievance process, including Association or Board representative. The advisability of representatives shall be to serve interests of both parties in an effort to reach an appropriate solution to the problem.

E. A grievance may be withdrawn at any level.

F. Decisions rendered at all levels on a formal written grievance shall be recorded in writing and promptly transmitted to parties of interest.

G. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

ARTICLE V - Seniority

A. For the purposes of this Agreement there shall be the following departments and classifications within departments (see Appendix B):

1. Maintenance/groundskeeper

2. Transportation

3. Food Service

B. **Definition**: Seniority shall be computed from the most recent date of hire and shall be defined to mean the amount of time continuously employed in a classification and in a department. Time spent on paid leave or on layoff shall not be construed as a break in continuous service.

1. The seniority list shall be compiled in the order of the bargaining unit member with the greatest number of years seniority to the one with the least years of seniority, it shall include members on leave and layoff with such status and effective date of the same.

2. The District shall prepare and present to the Association a current seniority list of bargaining unit members prior to October 15th of each year. Accompanying the name of each member on the list shall be the date of most recent hire and each member's department and classification. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit.

3. A copy of the posted seniority list and all subsequent updates shall be provided to the Association.

4. Within 15 days of the posting of the seniority list; objections to the list shall be filed. Thereafter, the list shall be final and conclusive.

C. **Probationary Period**: New employees hired in a department shall be considered as probationary employees for the first ninety (90) working days of their employment. Administrators may add an additional thirty (30) working days after the employee and steward are notified. Any days missed during the probationary period shall extend the probationary period by that number of days. When an employee completes the probationary period, the employee shall be entered on the seniority list of the department as of the date of hire. There shall be no seniority among probationary employees.

D. Probationary employees may be discharged, disciplined or laid off for any reason without recourse to the grievance procedure.

E. **Loss of seniority:** A member of the bargaining unit shall lose his/her seniority for the following reasons only:

1. If he/she quits.

2. If he/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

3. If he/she is absent for two (2) consecutive work days without notifying the Employer, except in cases of proven emergency. After such absence, the Employer will send notification by certified mail to the employee at his last known address as shown by his employment records that he has lost seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made, when mutually agreed upon by the union and the Administration.

5. If he/she retires.

6. If he/she is to return from sick leave or a leave of absence and he/she is absent for two (2) consecutive working days without notifying the Employer, except in cases of proven emergency. After such absence, the Employer will send notification by certified mail to the employee at his last known address as shown by his employment records that he has lost seniority, and this employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

7. If the employee is laid off for more than one (1) year or the length of the employee's years of seniority whichever is less.

F. If an employee is hired into another department, any seniority earned in the previous department and classification shall be frozen until such time that the employee should return to that department.

ARTICLE VI - Layoff and Recall Procedures

A. The word "layoff" means a reduction in the working force.

B. When a reduction in the working force occurs, employees on probation and then the employee with the least seniority in the job classification affected will be the first to be laid off provided the more senior employee is qualified to perform the duties of the remaining positions as determined by the Employer.

C. No laid off employees will have any right to claim the job of a less senior employee in another classification unless she/he is qualified for that job and can perform the job satisfactorily as determined by the Employer. The above shall apply to all layoffs other than a temporary reduction in force for no more than three days. For any reduction in force of three (3) days or less the Employer may fill the job affected at its discretion.

D. When the working force is increased after a layoff, employees will be recalled within the job classification based on qualifications, as determined by the Employer. Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail. The employee shall inform the Administration in writing of his/her intent to return to work within five (5) days from receipt of the notice of recall. If there is not an acceptance in writing of such offer within five (5) days from receipt of the notice of recall the laid off employee shall be terminated.

E. The employee to be laid off for an indefinite period of time will have seven (7) calendar days notice of layoff. The local Association secretary and council shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

F. No hours shall be taken away from a regular bus driver and given to a regular bus driver with lower seniority. Regular runs of any type shall be awarded by seniority, being qualified, and by posting as set forth in this Agreement. (To become qualified a driver must sign up to be a sub on a run longer than theirs at the beginning of the school year and learn the run.)

G. When a driver's bus run is eliminated he/she may bump a driver employed by the District with less seniority whose length of run is less than or equal to that of the driver whose run was eliminated.

H. Laid off employees may bump an employee with less seniority in the same classification provided the employee demonstrates the necessary qualifications and ability, as determined by the Employer, in accordance with the job description. If no positions are available in the current classification, the employee may then bump into a lower classification in the same department where her seniority allows, provided the employee demonstrates the necessary qualifications and ability, as determined by the Employer, in accordance with the job description. The employee may not bump or be recalled into a position that results in increased insurance benefits.

ARTICLE VII - Vacancies and Transfers

A. A vacancy shall be defined as a newly created bargaining unit position or a present bargaining unit position that is not filled that the Board intends on filling.

B. All job vacancies shall be posted for a period of five (5) working days. The posting shall include the qualifications and background needed.

C. During the summer months, the Employer will post in the personnel office and on the District's website all vacancies as above described and shall forward copies of vacancies to bargaining unit members who have provided self-addressed stamped envelopes to the Employer.

D. Any employee may apply for the vacancy by signing the posting or submitting a written application to the Supervisor for an interview. The local president or chief steward may sign on behalf of any employee on vacation or paid sick leave; the officer must also inform the Supervisor in writing that he/she has signed on behalf of any employee.

E. Vacancies in any classification shall be filled by the most qualified applicant from within the District as determined by the Employer, or if someone from within the District is not considered to be the most qualified as determined by the Employer, then from outside the District as determined by the Employer. If qualifications are determined by the Employer to be equal, the applicant with the most seniority shall be given the position.

F. The successful applicant shall generally be notified within ten (10) working days following the end of the posting period. At the Employer's discretion, a new assignment may not begin until all vacancies created by the original vacancy have been filled.

G. An employee who is a successful bidder may not bid on any job for twelve (12) months from the date of the successful bid. For the purpose of this Agreement, the date of the notification of success would be sufficient. The twelve (12) month eligibility clause may be waived by mutual consent of the Association and the Employer.

H. An employee who has been granted a transfer to a vacancy shall have a trial period in the new position not to exceed thirty (30) work days. If, for any reason, the employee cannot meet the requirements of the new position as determined by the Employer, he/she may return to his/her former position during that period. Trial periods shall not take place during June, July and August. During the trial period, a substitute employee may be hired for vacated positions, or if feasible, the Board may by way of temporary transfer within the department move people up, by mutual agreement, so that a substitute is hired for the lowest classification.

I. In making temporary assignments in the maintenance/groundskeeper department for the purpose of filling vacancies of employees who are absent more than five (5) consecutive days on vacation, absent because of illness, etc., the Employer will offer the temporary vacancy to the full-time bargaining unit employee who meets the requirements before putting part-time employees in that position.

J. Vacancies due to absences shall be filled by building seniority first; unless the vacancy is going to be longer than a two (2) week time period, at which time the vacancy would be offered on the seniority rotation in order to temporarily fill the position.

ARTICLE VIII - Working Conditions

A. The Board of Education will pay for all bus driver physical examinations to the extent of the physical examination required by State law. The examination will be by a licensed physician selected by the District. If the physician examination and medical services go beyond the physical examination needs prescribed by the State, the bus driver will be required to pay for said additional expenses.

B. The Board of Education may also demand that additional physical examinations be taken during the year. The Board will pay for said medical services to the extent of the request by the Board.

C. All bus drivers are required to attend school for bus driver training programs which are approved by the Board of Education and/or the State of Michigan. Each driver will be paid his/her regular rate per class hour and mileage at the IRS rate per mile for use of the driver's personal vehicle to and from the meeting place as determined by the Transportation Supervisor. The Board, at its discretion, may provide a school vehicle.

D. All bus drivers are required to have a valid State of Michigan Commercial Driver's License. The first commercial driver's license is a requirement for the position and shall be paid for by the driver. The Board of Education will pay for renewal of Commercial Driver's License fees.

E. Whenever new buses are purchased and delivered to the School District, the Transportation Supervisor will meet with the officers of the Bus Drivers Association to determine the assignment of buses to the appropriate drivers. In the event the officers and Supervisor cannot agree upon the assignment of buses, the Superintendent of Schools will make the assignment and his/her decision will be final.

ARTICLE IX - Paid Leaves of Absence

A. All the full time and regular part-time employees with seniority shall earn sick leave at the rate of one (1) day per full calendar month of paid work. The unused sick leave days can be accumulated to 115 days as of October 1, 2004 for the duration of continuous employment, provided that employees will not be paid for a day of sick leave before they have earned it. Employees with more than 115 accumulated sick days as of October 1, 2004, shall not have those days reduced other than through the use of sick days but shall not be allowed to accumulate days so long as the employee has more than 115 days.

B. Leave of absence with pay chargeable against the employee's accumulative sick leave will be granted for the following:

1. Personal illness of the employee.

2. Illness or emergency in the immediate family of the employees (limited to spouse, parent, child or, upon written request of the employee and with approval of the Superintendent in his discretion, someone living in the employee's household) up to five (5) days in a fiscal year. Upon written request of an employee to the Superintendent with an explanation regarding why the employee believes use of additional paid sick leave time is needed, the Superintendent in his discretion may approve up to an additional three (3) of the employee's paid sick leave days for use by the employee. Any such approval by the Superintendent will not constitute a precedent or past practice for any purpose. Employees shall provide a medical statement confirming that the employee is medically needed.

3. Medical or dental appointments which cannot be taken care of outside of the employee's working hours.

4. Bereavement

   (a) A maximum of three (3) consecutive work days not chargeable to sick leave, one of which will be the date of the funeral, with two additional days chargeable to sick leave on request of the employee, for the death of a member of the employee's immediate family or relative who lives in the house of the employee.

   (b) A maximum of three (3) days for death of a relative.

   (c) An employee may be given a maximum of three (3) days (chargeable to sick leave) to attend funeral services of a person whose relationship to the employee warrants such attendance. The employee is obligated to get approval of the administration prior to such leave.

5. Any employee, who is absent because of an injury or illness compensable under the Michigan Workers' Compensation Law, shall have a choice of receiving only the Compensation Insurance payment or the difference between the Compensation payment and his regular salary. If the employee chooses the payment of the difference by the Board, deductions will be made from the employee's accumulative sick leave days at a rate of one fifth (1/5) day for each full day of absence until the accumulative sick leave has been used.

6. Additional absences, if approved by the Employer, shall result in deduction of pay on a per diem basis including cost of health insurance benefits.

7. An employee who is going to be absent must notify his/her Supervisor at least one hour before starting time except in case of emergency.

C. Leaves of absence with pay not chargeable against sick leave shall be granted for the following:

1. The Board agrees that in the event of the death of a school employee, the School should extend the proper expression of sympathy which would include allowing some employees, who so desire, to attend the funeral services providing those services are held locally. Employees requesting such leave shall be required to give at least twenty four hour notice that they would like to attend said service. The Board retains the right to determine the number of employees to be excused.

2. Absence when an employee is called for jury duty and required by law to serve on a jury, but payment shall be the employee's normal pay less the jury pay excluding reimbursements for travel pay and expense. Employee shall furnish record of jury pay.

3. Court appearance as a witness in a case connected with the employee's employment by the School, or in support of litigation initiated by the School but not in a case brought by the employee or Association against the Employer if the employee is testifying against the Employer.

4. Approved visitation at other schools or attendance at educational conference or conventions for which approval has been given in advance by the Board.

5. Time necessary to take mandatory physical examination as required by law.

6. Two days may be used for personal business providing that the employee requests such leave at least forty-eight (48) hours in advance. Not more than three (3) employees per department will be allowed to take said business day on same day, and no business day will be granted the day before or the day after a holiday or vacation period unless the employee proves that the business cannot be delayed to some other day. A personal business day can only be used for business that cannot be done at any other time. To use the personal business days, the employee will submit to the Supervisor a personal business day request form with a written explanation for the requested day. Personal business days will not be charged against sick time. If unused, those personal days would become part of the employee's accumulated sick leave. An employee may not take a personal day on a day that is not a scheduled work day.

D. Definition of terms:

1. "Immediate family" shall include father, mother, husband, wife, child, grandchild, sister, brother, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-child and foster child.

2. "Relative" shall include grandparents, uncle, aunt, first cousin, niece and nephew.

3. "Per Diem Basis" shall be the daily pay rate of the employee.

E. All employees returning to work from a disability leave of absence may be required to present a physician's certificate indicating the employee is medically able to return to work or a medical excuse for such absenteeism.

F. A physician's verification of illness or disability may be required when an illness or disability exceeds three (3) days' duration or where the employer suspects misuse or abuse of leave; the verification must be furnished as soon as possible, but in not more than two (2) workdays, if requested by the immediate Supervisor.

G. Union Leave: Up to ten (10) days per year, July 1, to June 30, may be used for Union business including participating in negotiations or attending Union meetings or conventions. The Union and employer shall share the cost of the employee's wages, retirement, insurance and substitute costs, if any. Union leave requests shall be made five (5) business days in advance to the Superintendent's office except in case of emergency. The Superintendent may grant up to five (5) employees Union leave for any particular day.

ARTICLE X - Working Hours

A. Maintenance/Groundkeeper

1. The Employer, in consultation with the Union**,** shall determine the starting and ending time of all regular shifts on a normal work day.

2. The regular full day shall consist of eight (8) consecutive hours per day, Monday through Friday, forty (40) hours per week.

3. The normal week is forty (40) hours. Employees will be paid time and one-half for work exceeding forty (40) hours per week.

4. Maintenance/Groundkeeper Employees will be provided thirty (30) minutes off for lunch, not included in the eight (8) hour period. The Employer shall establish when the normal lunch period will be after consultation with the Union.

5. Employees may take a rest break during each four (4) hour period; not to exceed fifteen (15) minutes each. The Employer shall establish when the normal break period will be after consultation with the Union.

6. All Saturday and Sunday work shall be paid at the rate of time and one-half.

7. Except as otherwise provided, all overtime shall be voluntary and shall be offered to the full-time employees on a seniority rotation basis. All overtime hours are subject to pre-approval by the Supervisor. The Maintenance/Groundskeeper Supervisor will equalize the overtime hours worked by the regular full-time employees to the extent feasible.

8. When scheduling overtime, employees shall be given forty-eight (48) hours prior notice when possible.

B. Bus Drivers

1. The Transportation Supervisor and the union will equalize the number of extra trips taken by the regular drivers during the school year by using the seniority rotation basis. New drivers will be eligible for the extra trips at the beginning of a new roster.

2. All bus drivers will be paid time and one-half for work exceeding forty (40) hours per week. All overtime hours are subject to pre-approval by the Supervisor.

3. Bargaining unit drivers may bid on Field Trips and Shuttles until the point at which a bid puts their accumulated hours (including Regular Runs, Special Education Runs, and/or Sport Runs) for the week at or above 40 assigned work hours for the week. After this point, a bargaining unit driver shall be frozen from bidding on Field Trips and Shuttles but can continue being assigned Sport Runs, subject to "Appendix E – Transportation Workload and Assignment, Sport Runs".

C. Food Service

1. Food service employees who work six (6) or more hours will be given two fifteen (15) minute breaks in a scheduled shift. Those working four (4) or more hours, but less than six (6) hours, will be given one fifteen (15) minute break.

2. All overtime hours are subject to pre-approval by the Supervisor.

3. Building events that are held within a building/kitchen, that are not part of the normal day and require Food Service, the food service employees of that building would be asked to work first. If no employee from the building wants to work, the seniority rotation procedure would be used from the food service employees of the other buildings.

4. Food Service employees will be paid their regular hourly rate for training pertaining to their job that is required by the Employer.

D. Notwithstanding the foregoing, the number of work days per year and the number of work hours per day and per week for each employee and the scheduling of those days and hours will be determined by the Employer in its discretion.

E. With Employer approval, employees may work in more than one Department so long as the assigned work days/hours do not conflict and do not result in overtime. The Employer, at its sole discretion, may allow an employee to work in more than one Department when the assigned work days/hours do conflict. Approval or denial will not constitute a precedent or past practice. A denial will not be subject to the grievance process. Upon approval, the Employer shall determine, in writing, which assignment the employee shall report to when assigned work days/hours do conflict and assign a substitute to the temporary unfilled work duties.

ARTICLE XI - Holidays

A. Full time (12 month) Maintenance/Groundskeeper employees and bus drivers with regularly assigned hours of 12 months per year shall receive the following holidays with full pay. Part-time employees will also receive the following holidays at their pro-rated rate.

Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
New Year's Day
Good Friday – unless school is in session
Memorial Day
July 4th
Floating Holiday – Maintenance/Groundskeeper employees only

B. Bus drivers and food service employees shall receive the following holidays with full pay.

Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day
Good Friday - unless school is in session

Drivers who work on Good Friday when others are not working will receive Holiday pay in addition to their regular pay.

C. To be eligible for holiday pay the employee must report to work and work the scheduled work day immediately preceding and the scheduled work day immediately following the holiday. The only exceptions include the following:

1. Employees eligible for vacation days, with Employer prior approval, may use a vacation day the scheduled work day immediately preceding and/or the scheduled work day immediately following the holiday and be paid for the holiday. Approval or denial will be at the sole discretion of the Employer. Approval or denial will not constitute a precedent or past practice. A denial will not be subject to the grievance process.

2. Employees who are absent from work the scheduled work day immediately preceding and/or the scheduled work day immediately following the holiday due to personal illness (employee only) shall receive holiday pay upon the employee providing a written statement from a physician confirming the illness of the employee OR the employee is excluded from the establishment by the Supervisor per Michigan Food Code regulations pertaining to employee illness.

ARTICLE XII - Unpaid Leaves of Absence

A. A maximum leave of absence of one (1) year without pay shall be granted an employee desiring to further his/her education, providing said education is in a field of study related to the employee's current assignment. When the employee provides evidence of completion of the educational experience for which the leave was given, the regular step increment for this year shall be allowed. An increment will not be given to the employee who does not complete a full year of additional educational experience as prescribed in the request for said leave which has been approved by the Board.

B. Military leave of absence without pay shall be granted according to the provisions of Michigan and federal law. An employee shall be entitled to the step increments and seniority for military service time as required by law. Employees required to fulfill annual training duty with reserve units, which conflict with the school calendar, shall be given leave without pay.

C. Employees who are elected offices of the State or National Association shall be given a leave of absence without pay for purposes of performing duties of the Association. Employees given such leave of absence shall not be given credit for annual step increment. Such leave shall not exceed the term of office held by the employee.

D. With at least thirty (30) days written notification to the Board (shorter notice will be accepted where the need for leave is not foreseeable) stating the nature of the child care or emergency situation, any employee who has at least one (1) year of employment may be given a maximum unpaid leave of absence of up to one (1) year for personal disability, for child care or immediate family emergencies. Said employee will forfeit all rights to re-employment if he/she accepts other employment during the leave of absence.

E. An employee who has been employed five (5) years in the Oakridge Public Schools can request a one (1) year unpaid leave of absence if the certain criteria and procedures outlined below have been met. Each request for the unpaid leave of absence will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of this Article. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave shall be granted is final.

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

F. The following conditions shall apply to all of the above unpaid leaves of absence referred to in this Article:

1. Step increment shall not accrue (except as required by law for military leaves and FMLA leaves) but position on the pay schedule shall be retained. Position shall be determined as that held by the employee at the time the leave was granted.

2. Sick leave shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return.

3. Other fringe benefits shall not be paid, except as otherwise required for employees eligible under the Family and Medical Leave Act.

4. Time spent on an unpaid leave cannot be added to the employee's seniority, except as required by law for military leaves.

5. Requests for unpaid leaves shall be in writing at least sixty (60) calendar days preceding the start of the leave, except for leaves taken under the Family and Medical Leave Act where thirty (30) days notice is required for foreseeable leaves.

6. The employee on leave must give written notice that he/she desires to return to work ninety (90) days prior to the end of the leave of absence and may return at the beginning of the school year or at the beginning of the second semester unless agreed otherwise by the employee and the Superintendent.

7. Employees returning from leave under this Article shall be entitled to the following reinstatement rights:

   a. An employee returning from military leave or leave taken under the Family and Medical Leave Act will be reinstated to his/her former classification at the conclusion of those leaves, to the extent required by those statutes if a position for which he/she is qualified exists.

   b. An employee returning from leave longer than ninety (90) days, other than those leaves referred to in (F)(1) above, shall be reinstated to a position held by the least senior member within the employee's classification with the same hours and benefits assuming that the returning employee has more seniority.

ARTICLE XIII - Vacations

A. All full-time (12 month) and regular part-time (over 20 hours per week) maintenance/groundskeeper employees, working twelve (12) months per year and averaging 25 hours or more per week shall earn vacation time according to the following schedule.

1 week after 1 year of service
2 weeks after 2 years of service
3 weeks after 7 years of service, 1 week of which must occur during summer
4 weeks after 12 years of service, 2 weeks of which must occur during summer
5 weeks after 20 years of service, 2 weeks of which must occur during summer

Vacation pay hours for regular part-time maintenance/groundskeeper employees shall be figured by dividing the number of hours worked in a year by the number of days worked during the same time period.

B. Vacations will be scheduled in the Supervisor's discretion with preference given according to seniority. Vacation time shall be figured from seniority date rather than by the fiscal year. Up to forty (40) hours may be carried into the following year with the permission of the Superintendent.

C. Vacation pay shall not exceed (40) hours pay at the employee's regular rate for each week of the vacation.

D. If an employee is laid off or retires, he/she will receive any unused vacation credit. A recalled employee, who received credit for vacation at the time of layoff, will have such credit deducted from his vacation the following summer.

E. Employees will not be given credit for vacation time during periods of leave of absence.

F. Regular part-time employees working less than twelve (12) months in any one fiscal year shall not be eligible for vacation pay.

ARTICLE XIV - Compensation

A. Wages:

The wage schedule for 2018-19, 2019-20, 2020-21, and 2021-22 are set forth below.

2018-19
Maintenance/Groundskeeper employees shall advance on Appendix A in the following manner:

- First, a step 11 shall be added to Appendix A.
- Then, employees shall advance one step on Appendix A.
- Then, step 1 shall be deleted from Appendix A.
- Then, the step schedule will be renumbered 1-10 with employees remaining at the same dollar value placement on Appendix A.
- Then, Appendix A shall increase by 0.75%

Transportation employees shall advance on Appendix A in the following manner:

- First, a step 11 shall be added to Appendix A.
- Then, employees shall advance two steps on Appendix A unless employee placement on the wage schedule only allows for only one step advancement.
- Then, step 1 shall be deleted from Appendix A.
- Then, the step schedule will be renumbered 1-10 with employees remaining at the same dollar value placement on Appendix A.
- Then, Appendix A shall increase by 0.75%

Head Cooks and Kitchen Helpers shall advance on Appendix A in the following manner:

- First, a step 11 shall be added to Appendix A.
- Then, employees shall advance two steps on Appendix A unless employee placement on the wage schedule only allows for only one step advancement.
- Then, step 0 and step 1 shall be deleted from Appendix A.
- Then, the step schedule will be renumbered 1-10 with employees remaining at the same dollar value placement on Appendix A.
- Then, Appendix A shall increase by 0.75%

2019-20 – amended October 16, 2019 (see letter of agreement)

- Employees shall advance two steps on Appendix A over their 2018-19 step placement, if eligible.
- Appendix A shall increase by 2.0%

2020-21 – amended October 16, 2019 (see letter of agreement)

- Employees shall advance one step on Appendix A over their 2019-20 step placement, if eligible.
- Appendix A shall increase by 2.0%

2021-22
Step level advancements shall not occur until mutually agreed between the Board and Association. Wage adjustments shall not occur until mutually agreed between the Board and Association.

Maintenance/Groundskeeper				
New Step	**2018-19** Increase 0.75 %	**2019-20 Increase 2%**	**2020-21 Increase 2%**	**2021-22 Open**
1	15.54	15.85	16.16	
2	15.89	16.21	16.53	
3	16.37	16.70	17.03	
4	16.77	17.11	17.45	
5	17.23	17.57	17.92	
6	17.60	17.95	18.31	
7	17.93	18.29	18.66	
8	18.35	18.71	19.09	
9	18.83	19.21	19.59	
10	19.32	19.71	20.10	

Bus Drivers				
New Step	**2018-19** Increase 0.75 %	**2019-20 Increase 2%**	**2020-21 Increase 2%**	**2021-22 Open**
1	13.98	14.26	14.55	
2	14.39	14.67	14.97	
3	14.77	15.07	15.37	
4	15.18	15.49	15.80	
5	15.62	15.93	16.25	
6	16.03	16.35	16.68	
7	16.37	16.70	17.03	
8	16.72	17.06	17.40	
9	17.23	17.57	17.92	
10	17.69	18.05	18.41	

Kitchen Helper				
New Step	**2018-19** Increase 0.75 %	**2019-20 Increase 2.0%**	**2020-21 Increase 2%**	**2021-22 Open**
1	11.80	12.03	12.27	
2	12.15	12.39	12.64	
3	12.51	12.76	13.02	
4	12.86	13.11	13.38	
5	13.20	13.46	13.73	
6	13.56	13.83	14.11	
7	13.91	14.19	14.48	
8	14.25	14.53	14.82	
9	14.58	14.87	15.17	
10	14.90	15.20	15.50	

Head Cook				
New Step	**2018-19** Increase 0.75 %	**2019-20 Increase 2.0%**	**2020-21 Increase 2.0%**	**2021-22 Open**
1	12.30	12.55	12.80	
2	12.65	12.91	13.17	
3	13.02	13.28	13.54	
4	13.36	13.63	13.90	
5	13.70	13.98	14.26	
6	14.06	14.35	14.63	
7	14.42	14.71	15.00	
8	14.75	15.04	15.35	
9	15.08	15.38	15.69	
10	15.40	15.71	16.02	

* All hours worked during a payroll period shall be submitted to the Supervisor for approval no later than the close of the business day on the last day of the payroll period unless the Employer extends the deadline. All hours approved by the Employer shall be paid no later than the Friday after the closing of the payroll period. All payments of wages shall be made via Direct Deposit to the bank of the employee's choosing or via pay card.

B. Down-time/drive-time:

1. The down-time (non-driving hours of employment) will be paid at the regular hourly rate as established in the pay schedule for the duration of the contract for regular runs and special education runs.
2. Shuttles and runners do not have down-time and shall be paid at the regular hourly rate.
3. Sport runs and field trips will be paid a single rate of $14.00/hour for drive-time and down-time.

C. Double Runs - Drivers will be paid for additional time worked, as determined by the Supervisor in consultation with the driver, for taking a requested double run.

D. Washing Buses – Drivers will be paid for one (1) hour per month per bus for nine (9) months at the driver's regular hourly rate for washing buses. Any additional washes would require prior approval of the Transportation Supervisor.

E. Experience Credit - Employee's under this contract who are new to the Oakridge District may be allowed credit for experience in other districts at the option of the Administration.

F. Full payment will be paid for in District runs according to hours worked.

G. A bus driver will be reimbursed up to $6.00 per breakfast, $8.00 per lunch, and/or $10.00 per dinner for the cost of a qualifying meal for field trips and sport runs (excluding regular runs, special education runs, and shuttles). To qualify for meal reimbursement, all of the following must be met:

1. the driver submits receipts to their Supervisor within 30 days of the expense,
2. the field trip or sport run must be at least 3 hours in duration (departure time to end time), and,

3. the duration of the field trip or sport run shall span at least the entire time of breakfast (8:30am - 9:30am), lunch (noon – 1pm), or dinner (5pm - 6pm).

H. All employees may present a non-transferrable District provided photo ID that will allow themselves and one guest to enter all home team athletic events, plays, and performances for free, excluding student sponsored or student fund raising activities and other activities not covered where employee attendance would cost the School or a School connected organization loss of revenue or added expense.

I. The Board will pay a driver at the regular rate for a bus disciplinary conference held with parents and called by the Transportation Supervisor.

J. The Board will provide each driver with an extension cord and flashlight including batteries as needed to be kept in the bus.

K. Bus drivers shall be paid their regular hourly wage for any meetings they are required to attend.

L. When the use of a personal vehicle is required to perform job duties and approved in writing by the employee's Supervisor, mileage reimbursement will be paid equal to the rate established by the Internal Revenue Service.

M. Longevity payment:

1. The following longevity payment will be in effect for all bargaining unit members for the duration of this contract.

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

   Longevity will be computed on an individual's base rate, (hourly wage) x total number of regular hours worked, including holidays and vacations, per year x appropriate percentage listed above. The following will be used to calculate longevity:

   Maintenance/groundskeeper:
   Hourly wage x regular hours worked x percentage = longevity amount

   Regular hours are normal weekly hours (not included: extra hours worked in summer months, hours for subbing or overtime hours). Based on 52 weeks.

   Transportation:
   Hourly wage x regular hours worked x percentage = longevity amount

   Regular hours are regularly scheduled everyday run hours (not included: special trip hours, subbing hours or bus wash hours). Based on 36 weeks (50 weeks if driver works through the summer).

   Food Service:
   Hourly wage x regular hours worked x percentage = longevity amount

Regular hours are normal weekly hours (not included: extra hours worked in summer months, hours for subbing or overtime hours). Based on 36 weeks. If a food service worker is assigned regular weekly hours during the summer, these hours will count in the longevity calculation.

Longevity will be prorated as follows:
First payment to be made last pay in June following 10th anniversary date.

Anniversary Date - July 1 - Jan. 30	= full year earned
Anniversary Date - Jan. 30 - June 30	= ½ year earned

N. Retirement - Any employee who retires under the Michigan Public Schools Employee Retirement System shall be paid for accumulated sick leave days at $9.50/day.

A bargaining unit employee with fifteen (15) or more years of service to the District who provides notice of his or her retirement ninety (90) days prior to the effective date of retirement shall receive $13.00 per day for accumulated sick days upon his or her retirement from the District.

O. Pay Periods

1. Employees will receive compensation in the corresponding pay period in which the hours were worked.
2. Overtime pay for employees will be paid during the corresponding pay period in which overtime is worked.
3. Unpaid days shall be accounted in the corresponding pay period for which the unpaid day occurred.

ARTICLE XV - Miscellaneous

A. This Agreement shall be binding upon parties hereto.

The Union agrees that the Employer has the right to hire part-time and/or seasonal custodial and maintenance employees, and to establish the wages, hours and working conditions for said part-time and seasonal employees.

B. Bus drivers and food services employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs or health conditions as defined by the city, county, or state health authorities, will be paid for such days. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will not be paid.

Maintenance/groundskeeper employees will work on scheduled days of student instruction which are not held because of inclement weather and will be paid their regular rate of pay for such days. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days. This provision is subject to the laws of the State of Michigan and the school calendar agreed to by the Oakridge Board of Education.

C. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 PA 436.

ARTICLE XVI - No Strike - No Lockout

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

B. Employer Application. The Employer, for its part, agrees that there shall be no lock-out during the term of this Agreement.

ARTICLE XVII - Insurance

A. **Medical Benefit Plan Coverage Year (MBPCY) and Treasury Hard Caps**
The Employer's annual contribution for medical benefit plan costs (including annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs) for health insurance shall be the hard cap rates set by the Michigan Department of Treasury for a MBPCY.

Bargaining Unit employees shall be responsible for all medical benefit plan costs in excess of the Employer's contribution, as designated in this Article, which will be obtained through payroll deduction.

For the 2018-19 school year, the MBPCY shall be July 1, 2018 – June 30, 2019 (12 months) for the purposes of PA 152. The Board will adopt Treasury's 2018 hard caps upon ratification of this contract which will be in effect until June 30, 2019 (12 months). Employee contributions for this MBPCY will be payroll deducted in the following manner:

- Maintenance/Groundskeepers will have payroll deductions occur from July 1, 2018 - June 30, 2019 (12 months) during the first and second pay periods of each month.
- Cooks and Bus Drivers will have payroll deductions occur from September 1 to June 30 (10 months) in each pay period they receive compensation.

To facilitate the transition to a 12-month MBPCY that begins on a January 1 and ends on a December 31, the District will adopt a pro-rated MBPCY which shall run from July 1, 2019 – December 31, 2019 (6 months). The Board will adopt Treasury's 2019 hard caps on July 1, 2019 which will be in effect until December 31, 2019 (6 months). Employee contributions for this pro-rated MBPCY will be payroll deducted in the following manner:

- Maintenance/Groundskeepers will have payroll deductions occur from July 1, 2019 – December 31, 2019 (6 months) during the first and second pay periods of each month.

- Cooks and Bus Drivers will have payroll deductions occur from September 1, 2019 – December 31, 2019 (4 months) in each pay period they receive compensation.

On January 1, 2020, the MBPCY shall be a 12-month period until December 31, 2020 for the purposes of PA 152. The Board will adopt Treasury's 2020 hard caps on January 1, 2020 which will be in effect until December 31, 2020 (12 months). Employee contributions for this MBPCY will be payroll deducted January 1, 2020 – December 31, 2020 (12 months) in the following manner:

- Maintenance/Groundskeepers will have payroll deductions occur from January 1 – December 31 (12 months) during the first and second pay periods of each month.
- Cooks and Bus Drivers will have payroll deductions occur in each pay period they receive compensation from January 1 – June 30 (6 months) which will account for the months of January 1 – August 31 (8 months) they receive insurance. Cooks and Bus Drivers will have payroll deductions occur in each pay period they receive compensation from September 1 – December 31 (4 months) which will account for the months of September 1 – December 31 (4 months) they receive insurance.

Effective January 1, 2021, the District will continue to adopt the hard cap rates determined by the Michigan Department of Treasury for medical benefit plan coverage years beginning on or after January 1 of each year unless the contract expires and PA 54 requires a freeze on wages and benefits. The MBPCY shall be a 12-month period for the purposes of PA 152. Employee contributions for a MBPCY will continue to be payroll deducted in the following manner:

- Maintenance/Groundskeepers will have payroll deductions occur from January 1 – December 31 (12 months) during the first and second pay periods of each month.
- Cooks and Bus Drivers will have payroll deductions occur in each pay period they receive compensation from January 1 – June 30 (6 months) which will account for the months of January 1 – August 31 (8 months) they receive insurance. Cooks and Bus Drivers will have payroll deductions occur in each pay period they receive compensation from September 1 – December 31 (4 months) which will account for the months of September 1 – December 31 (4 months) they receive insurance.

In the event that this arrangement is found to violate PA 152, bargaining unit employees shall be responsible for all medical benefit plan costs in excess of the Board's hard cap contribution, which will be obtained through payroll deduction.

Before adjusting a bargaining unit employee's payroll deduction, the Superintendent will provide reasonable notice to the employee.

B. **Plan A – Medical Insurance for eligible employees**

<u>The following existing insurance options will remain available July 1 – March 31, 2019:</u>

Option 1: MESSA Choices 2 - $200/$400, $20/$25/$50 copays (office visit/urgent care/ Emergency Room), Saver Rx Card

Option 2: MESSA ABC Plan 1

New eligible employees electing Plan A or employees switching to Plan A shall enroll in Medical Insurance Option 1. Eligible employees already on Option 2 will remain on Option 2.

The Board shall also provide:

Life $30,000 with AD& D WOP

Vision VSP 3 Plus with coordination of benefits

Dental 80/80/80 - $1,000 with Sealant Rider; Ortho 80 - $1,300; COB
LTD 66-2/3%; $5000 monthly maximum benefit; 60-day CDMF, No COLA WOP

The following insurance options will be available effective April 1, 2019:
Option 1: MESSA Choices 2 - $500/1000, 0% Co-Ins, $20 Office Visit, Saver RX w/Mail
Option 2: MESSA Choices 2 - $1000/2000, 20% Co-Ins, $20 Office Visit, Saver RX w/Mail
Option 3: MESSA ABC 1 - $1350/2700, 0% Co-Ins, Office Visit (N/A), ABC Rx w/Mail
Option 4: MESSA ABC 2 - $2000/4000, 20% Co-Ins, Office Visit (N/A), ABC Rx

New eligible employees electing Plan A or employees switching to Plan A shall enroll in Medical Insurance Option 1 or Option 2. Such employees may only elect to switch to the Medical Insurance Option 3 or Option 4 effective January 1 of a calendar year.

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

The Board shall also provide:
Life $45,000 with AD& D WOP
Vision VSP 3 Plus with coordination of benefits
Dental 100/80/80 - $1,000 with Sealant Rider; Ortho 80 - $1,300; COB
LTD 66-2/3%; $5000 monthly maximum benefit; 60-day CDMF, No COLA WOP

HSA Deposits
Effective January 1, 2019, eligible employees selecting Medical Insurance Option 3 or Option 4 shall select, exclusively during the corresponding open enrollment period, to have the Board either:

Option A:
Deposit into the HSA Health Equity Account of eligible employees in the following manner:

- an amount equal to 1/2 of the deductible for the ABC insurance plan on the first business day on or after January 1 of the calendar year.
- an amount equal to 1/6 of the deductible for the ABC insurance plan on the first business day on or after July 1 for the calendar year, and
- an amount equal to 1/3 of the deductible for the ABC insurance plan on the first business day on or after September 1 for the calendar year.

Option B:
Decline the employer’s deposits into the HSA Health Equity Account described in Option A. If Option B is selected, the amount equal to the deductible for the ABC insurance plan will reduce the employee payroll contribution amount in lieu of it being deposited into the employee’s HSA account.

The parties understand that in the event the minimum deductible necessary for the Medical Insurance Option 3 or Option 4 to comply with HSA eligibility is adjusted from the current deductible level, the deductible will automatically adjust to meet the federal minimum requirement on the next January 1.

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

Full time employees not electing a Plan A Medical Insurance Option will select the Plan B Ancillary Insurance.

C. **Plan B – Ancillary Insurance for eligible employees**

The Board shall provide eligible employees NOT electing a Plan A Medical Insurance Option, as defined in this contract, with the following coverage:

The following ancillary insurance will be available July 1 – March 31, 2019:

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

The following ancillary insurance will be available effective April 1, 2019:

Life	$45,000 with AD&D WOP
Vision	VSP 3 Plus with coordination of benefits—single rate
Dental	100/80/80 - $1,000 with Sealant Rider; Ortho 80 - $1,300; COB-single rate
LTD	66-2/3%; $5,000 monthly maximum benefit; 60-day CDMF, No COLA WOP

D. **Eligibility for Plan A Insurance**

The following employees shall be eligible for Plan A insurance coverage (single, two-person, or full family - as defined by the policy):

- Maintenance/Groundskeeper employee who works full time
- Food Service employee who works 6.5 or more hours per day

The following employees shall be eligible for Plan A insurance coverage (employee only as defined by the policy):

- Maintenance/Groundskeeper employees working part-time
- Food Service employees working 6 hours or more per day but less than 6.5 hours per day
- Bus drivers working 4 or more hours per day (based on Regular/Special Education Runs)

The following employees shall not be eligible for insurance coverage:

- Food Service employees working less than six (6) hours per day
- Transportation employees working less than four (4) hours per day

E. **Election in Lieu of Health Insurance**

Eligible employees not electing Plan A shall elect Plan B and One Hundred Seventy-Five ($175) per month in lieu of health insurance, which under the Employer's Section 125 Plan, the employee may elect to:

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

Cash in lieu of Health Insurance is only available to eligible unit members who voluntarily and in writing opt out of health benefits coverage offered under Plan A and who provide documentation to the Board that the employee is enrolled in other health coverage that meets the minimum value and coverage requirements of state and federal law. This paragraph will not be enforced if no longer required by law.

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

G. **General Provisions Relating to Insurance Coverage:**

1. It shall be the responsibility of the employee to meet the insurability requirements of the insurance carrier and to properly fill out all necessary forms that the insurance carrier may require. Failure of an employee to fill out the necessary insurance forms, required by the carrier or to meet the carrier's insurability standards shall not be the responsibility of the Employer.
2. All insurance benefits for which the Board is obligated to contribute shall be subject to the underwriting rules, regulations and limitations as set forth by the respective insurance carrier.
3. The Board, by payment of the premiums set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance carriers or their underwriters. The failure of the insurance carriers or their underwriters to provide any of the benefits for which they have contracted shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation by the Board.
4. Disputes between employee(s) or beneficiaries of employee(s) and the insurance carriers or their underwriters shall not be subject to the grievance procedure established in this Agreement.
5. New employees to the bargaining unit who are eligible for the above insurance shall be provided the insurance beginning with the first full month after the month in which they became an employee. In the event an employee is on indefinite layoff, the above insurance shall be continued through the month following the month in which their layoff was effective conditioned on employee paying their employee contribution for health insurance prior to the beginning of the last month of insurance. Such employee may be eligible for COBRA.
6. In the event an employee resigns, their insurance will terminate at the end of the month of resignation. Employee shall pay employee contribution for health insurance through payroll deduction.

ARTICLE XVIII - Duration of Agreement

This Agreement shall be from July 1, 2018 and shall continue in effect until June 30, 2022, except "Article XIV – Compensation" which shall be open for negotiation for the 2019-20, 2020-21, and 2021-22 school years covered by this contract.

The Union and the Board further agree to the use of "Letters of Agreement" to address contractual items that bring hardship upon either party due to circumstances outside of either control.

Date of Ratification: March 14, 2019

OAKRIDGE PUBLIC SCHOOLS
BOARD OF EDUCATION

Its President

Dated: 3-22-2019

Its Secretary

Dated: 3-26-2019

OAKRIDGE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION MEA/NEA

Its President

Dated: 3-22-19

Its Secretary

Dated: 3-22-19

APPENDIX A – Grievance Form
OAKRIDGE PUBLIC SCHOOLS
AND
OESPA
GRIEVANCE FORM
(See Article IV of Contract)

Grievance: _____ _____
(year) (number)

_____ _____ _____
(Name of Grievant) (Position) (Building) (Immediate Supervisor)

Informal Step (Section C 1)

_____ _____
(Date Grievance Occurred) (Date of informal meeting with Immediate Supervisor)

1st Formal Step (Section C 2)

_____
(Date formal written grievance filed with Immediate Supervisor)

_____
(Signature of Immediate Supervisor)

Statement of how the Agreement is claimed to be violated:

Articles and Sections of Agreement claimed to be violated:

Relief sought:

_____ _____
(Date) (Signature of Grievant)

_____ _____
(Date received by Immediate Supervisor) (Signature of Immediate Supervisor)
(Section C 3)

_____
(Date of meeting)

Disposition of Immediate Supervisor:

_____ _____
(Date of Disposition) (Signature of Immediate Supervisor)

_____ _____
(Date received by Grievant) (Signature of Grievant)

_____ _____
(Date received by Ass'n representative) (Signature of Ass'n representative)

Position of Grievant:

_____ _____
(Date) (Signature of Grievant)

Position of Ass'n:

_____ _____
(Date) (Signature of Ass'n representative)

2nd Formal Step (Section C 4)

_____ _____
(Date received by Superintendent) (Signature of Superintendent)

Disposition by Superintendent:

_____ _____
(Date of disposition by Superintendent) (Signature of Superintendent)

_____ _____

(Date of receipt by Grievant) (Signature of Grievant)

_____ _____

(Date of receipt by Ass'n representative) (Signature of Ass'n representative)

Position of Grievant:

_____ _____

(Date) (Signature of Grievant)

Position of Ass'n:

_____ _____

(Date) (Signature of Ass'n representative)

_____ _____

(Date received by Superintendent) (Signature of Superintendent)

Optional (Section C 4 b)
If submitted to Board

Position of Board:

_____ _____

(Date) (Signature of Board President)

_____ _____

(Date received by Grievant) (Signature of Grievant)

_____ _____

(Date received by Ass'n representative) (Signature of Ass'n representative)

Position of Grievant:

_____ _____

(Date) (Signature of Grievant)

Position of Ass'n:

_____ _____

(Date) (Signature of Ass'n representative)

_____ _____

(Date received by Superintendent) (Signature of Superintendent)

APPENDIX B - Job Classifications

Maintenance/Groundskeeping Department

1. Maintenance/Groundskeeper
   A Maintenance/Groundskeeper employee is in charge of the entire maintenance for the District and outside grounds and landscaping of the District. The Maintenance/ Groundskeeper shall be responsible to the Maintenance/Grounds Supervisor, building principals, and Superintendent.

Food Service Department - For purposes of this Agreement, the following will be recognized as the Food Service Department classifications in order from highest to lowest classification:

1. Head Cook
   Food service employee who is in charge of a particular kitchen and is responsible to the Food Service Director.

2. Kitchen Helper
   Food service employee who assists the head cook and is responsible to the head cook and the Food Service Director.

Transportation Department

1. Bus Drivers

During the life of this contract, the District shall review all job descriptions and job expectations; and with the consultation of the employees of the bargaining unit shall update all job descriptions and job expectations.

APPENDIX C – Maintenance/Groundskeeper

Job Description – Maintenance/Groundskeeper

A Maintenance/Groundskeeper employee is in charge of the entire maintenance, outside grounds, and landscaping of the District. The Maintenance/Groundskeeper shall be responsible to the maintenance/grounds supervisor, building principals, and Superintendent. The Maintenance/Groundskeeper job responsibilities shall include, but not be limited to, the following:

1. Prepares seeding or transplanting beds by cultivating soil and adding fertilizer or chemicals, if needed.
2. Plants seeds, bulbs, tree seedlings and shrubbery so that resulting growth will produce an attractive appearance.
3. Experiments with different varieties of lawn seeds to determine those best suited to the soil.
4. Prunes trees and trims hedges to promote growth and improve appearance.
5. Mows lawn with hand or power mowers and tools.
6. Maintains and connects sprinkling equipment and waters lawns and flowerbeds.
7. Inspects flowers, shrubs and trees for evidence of insects, fungi and other pests and sprays or dusts chemicals on infected areas.
8. Adjusts and repairs such equipment as lawnmowers, sprinklers and hedge shears, etc.
9. Plows and shovels snow from sidewalks and driveways, spreads sand, and salt to prevent slipping as directed.
10. Collects and disposes of leaves and refuse.
11. Repairs outdoor chairs, benches, fences.
12. Paints lines on sports and practice fields.
13. Assists in the inter-school transfer of supplies, mail, and equipment.
14. Responsible for the maintenance of the buildings in the District. Buildings shall be checked once per week for maintenance needs. The employee shall report all problems to the Supervisor who shall discuss it with the personnel involved.
15. Maintains the District's building security system and assist the Supervisor in monitoring security procedures.
16. Reports to work during emergency situations as directed, if possible.
17. Sets up equipment for special events, elections, meetings, and public events if requested.
18. The employee must be able to do maintenance in plumbing, electrical, carpentry, and other skilled trades
19. Maintains the boiler and heating systems used by the District
20. Maintains any and all ground keeping equipment used by the District and any or all duties deemed necessary to the successful operations of the School District.
21. Develops a regular preventive maintenance schedule with the maintenance Supervisor.
22. Other duties as may be assigned by the Supervisors (including custodial duties).

Other qualifications and clarification:

1. Maintenance and ground operations are considered interrelated and not separate functions.
2. Must have experience, if possible, in maintenance and grounds keeping work.
3. Must respond appropriately to maintenance work orders in a timely manner.
4. Must be able to take initiative in maintenance and grounds needs throughout the District.
5. Must dress appropriately. The Board will furnish two (2) uniforms per year. All employees in this classification will wear their uniform while on duty.

6. Must be able to work well with all other employees, third party contractors, students, parents, others.
7. Must take pride in his work.
8. Must relate well to the worker's superiors and follow their directions.
9. Must have the ability to understand and follow simple oral and written directions and must have the ability to read and write.
10. Must be able to perform all essential job functions including physical tasks.
11. Must maintain regular and reliable attendance and punctual arrival to work.
12. Must maintain confidentiality requirements.

APPENDIX D - Food Service

Job Description – Head Cook

SUMMARY:

This skilled food service classification involves coordination of the activities of the other food service employees within the facility. This food service work involves utilizing standard recipes, preparing attractive and nutritious food for cafeteria service and other special events to meet service schedules in accordance with health, safety, and sanitary procedures. The head cook shall perform the following duties:

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Prepare, cook, and serve nutritious and attractive meals in accordance with health, safety, and sanitary regulations.
2. Coordinate and assist with meal production as directed.
3. Direct and maintain strict safety, sanitation and cleanliness standards and practices in all food service areas as required by federal, state, local and District regulations and policies. Direct and participate in the overall sanitization of facility including, but not limited to:
   a. Scrubbing counters and work areas daily or as necessary.
   b. Washing and cleaning all serving utensils.
   c. Wearing appropriate uniform, gloves, etc.
4. Operate production equipment and dishwashing equipment.
5. Compile and maintain accurate records and forms for federal, state and local regulations as directed.
6. Serve customers (students, staff, and public) in a timely, consistent, appropriate, and courteous manner.
7. Monitor student food consumption during meal periods for reimbursable meal qualification at point of service.
8. Receive, stock, display, present and inventory food and supplies as directed.
9. Operate a cash register/Point of Sale terminal.
10. Maintain positive public relations.
11. Assist with coordination and implementation of sales promotions, events, and activities in facility.
12. Understand and determine qualified reimbursable meals and components of such meals.
13. Assist in promoting and achieving a high level of customer satisfaction.
14. Oversee and coordinate work with other food service employees to prevent waste and utilization of all time and leftovers.
15. Ensure proper labeling, dating and rotation of product in freezers, coolers and dry storage areas. Direct and/or assist in maintaining organization of said areas.
16. Adhere to all Health Department and Food Service Director Guidelines and regulations including, but not limited to appropriate dress and hair restraints.
17. Responsible for proper presentation, standard portion control, and maintenance of proper serving temperatures.
18. Maintain professional appearance at all times.
19. Report illnesses and absences to supervisor through established procedures.
20. Maintain high level of integrity and honesty.
21. Adhere to established building procedures.
22. Remain free of any alcohol or non-prescribed controlled substance abuse in the workplace throughout employment in the District.
23. Other duties as assigned by Director and/or designee.

QUALIFICATIONS:

1. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
2. Ability to interact positively with children, adolescents and adults.
3. Successful demonstration of food service meal production and presentation skills.
4. Knowledge and ability to maintain high standards of sanitation and cleanliness in food production and personal practices.
5. Basic nutrition knowledge.
6. Knowledge and ability to operate quantity food production equipment.
7. Ability to utilize a computer as a tool of operation.

SKILLS – MUST HAVE KNOWLEDGE OF AND ABILITY TO USE:

1. Steam tables
2. Stoves – Ovens – Steamer - Microwave ovens
3. Slicer – Mixer
4. Garbage Disposal
5. Dish Machine
6. Three Compartment Sink
7. Kitchen utensils and small equipment
8. Ability to use a computer as a tool of operation

EDUCATION AND/OR EXPERIENCE:

High school diploma required. Successful food service experience preferred.

LANGUAGE SKILLS:

Successful demonstration of high levels of personal interaction and customer service in a service organization. Ability to effectively and positively communicate with students K-12.

MATHEMATICAL SKILLS:

1. Ability to operate a cash register or POS terminal and make cash sale transactions.
2. Ability to perform necessary arithmetic, keep accurate records of production and follow and adjust standardized recipes.
3. Excellent skills in cash transactions.

REASONING ABILITY:

The ability to be responsive to a variety of situations in a mature manner. The ability to analyze situations and develop appropriate solutions to problems.

CERTIFICATES, LICENSES, REGISTRATIONS:

Successful completion of food safety and sanitation classes as specified by Employer. Certification must be maintained.

PHYSICAL DEMANDS:

1. Must be able to reach, stoop, bend, wipe, push and pull. Must have sufficient mobility to perform assigned tasks within production and service time frames.
2. Must be able to lift and carry 10-30 pounds on a regular basis and up to 40 pounds on an occasional basis.
3. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

Ability to perform in a fast paced environment. Possess the ability to respond to the needs of the operation at all times, including urgent situations. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK SCHEDULE:

Work year and schedule to be determined by the Director. Wages determined by collective bargaining agreement. Performance appraisal by Food Service Director.

PERFORMANCE EXPECTATIONS:

1. Recognize and portray a positive image in support of District goals, vision and policies.
2. Recognize, support and promote a team effort among staff in the delivery of service.
3. Reflect the philosophy of the Director in regard to program operations and management.
4. Timely communicate issues with the Director.
5. Maintain high standards of customer service and sustain exceptional customer relations.
6. Support and maintain a positive working environment.
7. Respect the issue of confidentiality at all times.
8. Must maintain regular and reliable attendance and punctual arrival to work.

Job Description – Kitchen Helper

JOB SUMMARY:
This general food service classification involves the preparation, presentation and serving of food.

ESSENTIAL DUTIES AND RESPONSIBILITIES include but are not limited to the following:

1. Assist in any aspect of food preparation, presentation, serving, and clean up as assigned by the Food Service Director and/or Head Cook.
2. Apply proper serving and preparation methods in the kitchen. Ensure standard portion control and maintain proper serving temperatures in accordance with Health Department rules and regulations.
3. Ensure proper labeling, dating and rotation of product in freezers, coolers and dry storage areas. Assist in maintaining organization of said areas.
4. Understand FIFO (first in first out) to rotate and store stock properly.
5. Serve customers (students, staff, and public) in a timely, consistent, appropriate, and courteous manner.
6. Adhere to all Health Department and Food Service Director Guidelines and regulations including, but not limited to, appropriate dress and hair restraints.
7. Maintain professional appearance at all times.
8. Understand and utilize proper cleaning and sanitizing methods in all areas of the kitchen and serving area.
9. Operate cash register/point of sale device during serving periods.
10. Be willing and able to take over in the event of the Head Cook's absence.
11. Report illnesses and absences to the Food Service Director through established procedures.
12. Maintain high level of integrity and honesty.
13. Adhere to established building procedures.
14. Remain free of any alcohol or non-prescribed controlled substance abuse in the workplace throughout employment in the District.
15. Recognize and portray a positive image in support of District goals, vision and policies.
16. Support and maintain a positive working environment.
17. Recognize, support and promote a team effort among staff in the delivery of service.
18. Reflect the philosophy of the Head Cook and Food Service Director in regard to program operations and management.
19. Timely communicate issues with the Head Cook and Food Service Director.
20. Must maintain confidentiality requirements.
21. Other duties as assigned by the Food Service Director and/or Head Cook.

SKILLS

Must have knowledge of and the ability to use the following:

1. Steam tables
2. Stoves – Ovens – Steamer – Microwave
3. Slicer – Mixer
4. Garbage Disposal
5. Dish Machine
6. Three Compartment Sink
7. Kitchen Utensils and Small Equipment
8. Ability to use a computer
9. Learn and follow food codes including, but not limited to, critical control points (temperatures).

10. Ability to read and comprehend simple instructions, recipes, production sheets, temperature logs, safety rules, MSDS sheets, etc.

EDUCATION/EXPERIENCE

1. High School Diploma required
2. Food Service experience preferred

PHYSICAL DEMANDS

1. Must be able to reach, stoop, bend, wipe, push and pull. Must have sufficient mobility to perform assigned tasks within production and service time frames.
2. Ability to lift and carry items weighing 10-30 pounds on a regular basis and up to 40 pounds on an occasional basis.

APPENDIX E - Transportation

Bus Discipline

1. Drivers shall maintain reasonable and orderly discipline on their buses.

2. Minor misbehavior problems shall be handled by the bus driver. Warning slips will be issued to students when necessary.

3. Persistent misbehavior or problems that may require a student to be denied bus riding privileges shall be discussed with the Transportation Supervisor and/or building principal.

4. In the case of a student being denied riding privileges, it shall be the responsibility of the Transportation Supervisor or building principal to inform the child and to contact the child's parent or guardian.

5. Corporal punishment of children by the drivers shall not be permitted.

Description of Types of Drivers

1. REGULAR DRIVER: A driver that regularly drives established runs. The time paid for said run is for the time determined by a time study. Prior to the bid meeting, the Transportation Supervisor shall establish the duration of time for each run by conducting a time study including all student stops *[Includes 15 minutes of pre-trip time]*. Thereafter, if regular drivers' actual driving time of regularly scheduled runs increases or decreases 15 minutes per day or more, the applicable driver's run(s) shall be posted and rebid. The time paid for said run will then be the new actual driving time as determined by the Transportation Supervisor in consultation with the driver before the position is posted. Fueling time shall be paid at 15 minutes per fueling.

2. SPECIAL EDUCATION: These are drivers that carry special needs children to and from school on an established daily run. The time paid for said run is for the time determined by a time study. Prior to the bid meeting, the Transportation Supervisor shall establish the duration of time for each run by conducting a time study including all student stops *[Includes 15 minutes of pre-trip time]*. Thereafter, if special education drivers' actual driving time of regularly scheduled runs increases or decreases over 15 minutes per day, the applicable driver's run(s) shall be posted and rebid. The time paid for said run will then be the new actual driving time as determined by the Transportation Supervisor in consultation with the driver before the position is posted. Fueling time shall be paid at 15 minutes per fueling. The understanding that Special Education children generally need more time spent loading/unloading is a major factor in these runs. A special education driver must become qualified with, but not limited to, the use of the lift and different types of connections for wheel chairs. All special education drivers must satisfactorily complete all mandatory special education driver training classes.

Job Description – School Bus Driver

SUMMARY**:** To provide safe, orderly and efficient transportation services to students of the Oakridge Public Schools community.

POSITION OVERVIEW**:** Bus drivers drive the bus/district vehicle and assure a safe and orderly ride. They pre-trip the vehicle and assure maintenance concerns are addressed. Fuel the bus and maintain cleanliness. Bus drivers assist students with seating, assistive devices, safety and behavioral concerns. They provide direction to the bus aide and students, both during routine activities and emergencies. Drivers communicate issues and relay information to the appropriate staff, students and parents on a daily basis.

ESSENTIAL DUTIES AND RESPONSIBILITIES**:** *Other duties may be assigned.*

CRITICAL SKILLS/EXPERTISE/QUALIFICATIONS

1. Must be 21 or older, and possess a high school diploma or equivalent.
2. Must be in possession of, or able to obtain within 60 days, a Commercial Driver License
    a. Appropriate group designation: B
    b. Appropriate endorsements:
        i. "P" for Passenger
        ii. "S" for School Bus
        iii. Air Brake
3. Ability to meet school bus driver certification requirements.
    a. Michigan School Bus Driver Education course.
    b. Commercial Driver License (CDL) Examination
4. Pass medical and physical qualifications as found in Federal Motor Carrier safety regulations.
5. Must maintain a valid Michigan Driver's license at all times.
6. Meet Michigan Department of Education competency levels of driving skills (Pass CDL skills test).
7. Clear Federal criminal check; includes fingerprinting.
8. Meet Federal DOT drug/alcohol testing requirements.
9. Meet CDL driving record eligibility requirements.

PERFORMANCE ABILITIES

1. Safely operate varying sizes and types of school buses and vehicles used to transport pupils.
2. Safely operate a school bus or vehicle in various traffic, weather and road conditions with the safety of students as the priority.
3. Familiarity with the geographic service area of district.
4. Knowledge of local, state, and federal rules, regulations, ordinances, and laws regarding school bus operation. Obey all state and federal laws.
5. Ability to exercise good judgment concerning emergencies, disabled vehicles, and abnormal driving.
6. Ability to sit and drive for extended periods of time.
7. Must be able to perform all essential job functions including physical tasks.

ESSENTIAL JOB FUNCTIONS

GENERAL

1. Exhibit a positive image as a representative of the school district.
2. Enjoy working with children of all ages and be sensitive to their needs.

3. Excellent moral character and personal habits.
4. Able to understand and have empathy for persons with disabilities.
5. Must establish and maintain effective communication with those contacted in the course of work.
6. Maintain a cooperative, positive, and harmonious relationship with staff, parents, students and others within the school setting and community which fosters recognition and respect for every individual.
7. Must be neat, clean and dress appropriately.
8. Display professional behavior when working with students, families, staff and others in the community.
9. Use respectable language at all times.
10. Employee will follow all health and safety rules, policies and procedures.

SPECIFIC

1. Follow all state and federal rules, regulation, guidelines and recommendations. Follow all procedures, policies, guidelines and directives of the district.
2. Perform a pre-trip and post-trip inspection.
3. Maintain and follow assigned schedules and routes.
4. Understand mechanical functions of school bus/district vehicle. Report defects using established form.
5. Maintain appropriate fuel level of vehicle (above ½ tank).
6. Keep work area in a neat and organized manner. Keep district vehicles clean inside and out.
7. Drive safely and defensively at all times.
8. React appropriately and independently in emergency situations.
9. Keep all student, parent and staff information confidential.
10. Maintain accurate and timely records regarding:
11. Daily school bus inspection report
12. Safety drill logs
13. Daily mileage
14. Amount of Fuel consumed
15. Student behavior
16. School bus/district vehicle defects
17. Follow district policies regarding reporting of accidents and/or incidents. This includes a written report and obtaining any and all information pertinent to the accident or incident.
18. Assure that students get on and off the bus in a safe and orderly fashion at their scheduled stop location.
19. Uphold district school bus passenger rules and regulations. Report inappropriate behavior using the established form.
20. Interact effectively with students/consumers.
21. Knowledge of universal precautions.
22. Have knowledge of common safety hazards and necessary safety precautions for self and others, sufficient to be able to establish a safe environment. Ability to use the principles of safety and to perform skills protecting the health and safety of self, students and co-workers.

<u>OTHER MISCELLANEOUS DUTIES</u>

1. Demonstrate responsible behaviors towards regular and reliable attendance, punctual arrival to work, work schedule, and appropriate use of time.
2. Report illnesses and absences to supervisor through established procedures.
3. Maintain high level of integrity and honesty.
4. Maintain high standards of customer service and sustain exceptional customer relations with students, staff, parents, and community.

5. Show enthusiasm, patience, and understanding when interacting with students, staff, parents, and community.
6. Maintain accurate records.
7. Adhere to established building procedures.
8. Recognize and portray a positive image in support of District goals, vision, and policies.
9. Recognize, support and promote a team effort among staff in the delivery of service.
10. Treat others in a respectful, compassionate, and fair manner.
11. Communicate issues to the appropriate person in a timely manner.
12. Must remain free of any alcohol or non-prescribed controlled substance abuse in the workplace throughout employment in the District.
13. Performs other duties satisfactorily as assigned.

QUALIFICATIONS REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE
Experience preferred.

LANGUAGE SKILLS
Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups, staff, parents, and the general public.

MATHEMATICAL SKILLS
Ability to calculate figures. Basic math skills.

REASONING ABILITY
Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

OTHER SKILLS and ABILITIES
Ability to apply knowledge of current research and theory in specific field. Ability to establish and maintain effective working relationships with students, staff and the community. Ability to communicate clearly and concisely both in oral and written form. Ability to perform duties with awareness of all district requirements and Board of Education policies.

PHYSICAL DEMANDS
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, sit, and talk or hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in this environment is quiet to loud depending upon the activity in the particular part of the day and location.

The employee shall remain free of any alcohol or non-prescribed controlled substance abuse in the workplace throughout his/her employment in the District.

Transportation Workload and Assignment

Definitions

1. REGULAR RUN. A "run" is the round trip daily transportation of students from a pick-up point to and/or from school to the designated drop-off point, and shall include daily transportation of Career Tech Center students.
2. SPECIAL EDUCATION RUN. A "special education run" is the scheduled transportation of special education students, and shall include Early Childhood Special Education students.
3. SPORT RUN. A "sport run" is the transportation of students to and from an athletic contest and the driver stays at the event. This includes teams and spectators. These runs are not considered field trips or shuttles.
4. RUNNER. A "runner" is the transportation of students to an athletic contest and the driver does not stay at the event. This includes teams and spectators. These runs are not considered field trips or shuttles.
5. FIELD TRIP. A "field trip" is the transportation of students from a school location to a site outside and/or inside the School District boundary. The driver remains at the site and returns with the students. A "field trip" will remain a "field trip" unless driver availability warrants a "Shuttle". Field trips are not sport runs. A "field trip" includes the transportation of the band to sporting events.
6. SHUTTLE. A "shuttle" is the transportation of students from a school location to a site outside and/or inside the School District boundary. The driver does not remain at the site and the same driver picks them up for the return to their school. Shuttles are not sport runs.

Sports Runs

Subject to Article X – Working Hours:

1. Sports runs shall be divided into three (3) rosters. These rosters shall be: Fall - Winter – Spring. Rosters shall consist of known sporting events scheduled prior to the beginning of the season..
2. Sport run rosters shall consist of regular full-time drivers.
3. Regular full-time drivers must sign-up for each sport run roster they choose at the beginning of the school year.
4. Sport run rosters shall be arranged in order of seniority and assignments made, beginning with the most senior driver and in order of seniority from thereon.
5. If a "roster" sport run is turned down, it shall be assigned to the next driver on the "open" sport run rotation list.
    a. The driver, who turned down the sport run, must wait until the next time his/her name comes up in the seniority rotation to take another trip.
6. Scheduled "roster" sport runs may be traded; the Supervisor must be notified of the trade. However, if a driver already has 40 or more hours of assigned work for the week, the trade shall not result in additional overtime unless otherwise approved by the Supervisor.
7. Sport runs not appearing on the sport run roster may not be traded and are considered "open" sport runs. Open sport runs are by seniority rotation beginning with the most senior driver signed up.
8. New regular full-time drivers will be eligible for sport runs at the beginning of the next season roster.

9. If a driver has been assigned a non-roster sport run and cannot take the run because of illness, he/she must wait until the next time his/her name comes up in the seniority rotation.
10. If an unscheduled or scheduled sport run is cancelled (not to be made up), the driver will take the first available sport run on the next posting, superseding seniority rule.
11. If a driver takes a sport run to a destination (related to a school activity) one day and the return trip is not until the next day or another day, the same driver or drivers shall return to bring the sport run back to the school.
12. Except for an emergency, drivers shall be notified at least twelve (12) hours in advance for a run.
13. Any error in the assignment of trips shall be corrected only through assignment of the next available trip. The affected driver has five (5) working days to inform the Supervisor in writing that an error was made. An error shall supersede a cancelled trip.
14. On the sports run or open sport run roster, if a trade is made or a run is taken and then turned back in at the last minute, for reasons other than a proven medical emergency or death in immediate family, the driver will lose his/her next turn on the open sports run seniority rotation.
15. On overnight sports runs the driver will remain in service until the last location is reached for the evening. The driver shall go back in service beginning with the time preceding the leave that it takes to pre-trip the vehicle until the event reaches the home location.
16. When no drivers are available due to a conflict with regular runs and special education runs, the Supervisor may utilize a substitute driver to transport a sport team to an event.

Field Trip and Shuttle Procedure

Subject to Article X – Working Hours:

1. Field trips and shuttles shall be announced each week by the Supervisor.
2. Meetings will be held on the first day of a work week for drivers to select posted field trips and shuttles for the following work week.
3. Bargaining unit drivers may bid on Field Trips and Shuttles until the point at which a bid puts their accumulated hours (including Regular Runs, Special Education Runs, and/or Sport Runs) for the week at or above 40 assigned work hours for the week. After this point, a bargaining unit driver shall be frozen from bidding on Field Trips and Shuttles. Each week the seniority rotation begins where the prior week left off.
4. If a field trip or shuttle is turned in, it shall be offered to the next driver on the seniority rotation list.
    a. The driver who turned in the field trip or shuttle must wait until the next time his/her name comes up in the seniority rotation.
    b. If a driver turns in a field trip or shuttle with less than 24 hours' notice, for reasons other than a proven emergency or death in immediate family, the driver will lose his/her next selection opportunity on the seniority rotation.
5. If a driver takes a field trip or shuttle to a destination one day and the return is not until the next day or another day, the same driver shall return to bring the field trip or shuttle back to the school.
6. Except for an emergency, drivers shall be notified at least twelve (12) hours in advance for a field trip or shuttle.
7. Any error in the assignment of a field trip or shuttle shall be corrected only through assignment of the next available field trip or shuttle. The affected driver has five (5) working days to inform the Supervisor in writing that an alleged error was made. An error shall supersede an "open" field trip or shuttle.

8. On overnight field trips, the driver will remain in service until the last location is reached for the evening. The driver shall go back in service beginning with the time preceding the leave that it takes to pre-trip the vehicle until the event reaches the home location.
9. Under extenuating circumstances, as determined by the District, when a field trip or shuttle conflicts with regular runs and/or special education runs, the Supervisor may utilize any driver at the Supervisor's discretion to transport the group to/from a destination with notification to the Association President.
10. If a field trip or shuttle is cancelled and the rescheduled date is within 72 hours, the same driver (at his/her option) may take the field trip or shuttle. The driver may turn in a conflicting field trip or shuttle in order to accept a rescheduled field trip or shuttle regardless of seniority rotation. If the cancelled field trip or shuttle is not rescheduled, the driver will be placed at the top of the seniority rotation list the following week and maintain their normal placement on the seniority rotation.

Regular Runs

1. Regular runs will be chosen by seniority at the beginning of each school year during the annual bidding process stated in Miscellaneous [1].
2. The qualification to serve as a regular run substitute is that the prospective substitute regular full-time driver must have learned all the regular runs. Time spent learning the runs shall be paid at the driver's regular rate of pay. Learning a run means time spent riding with the regular driver through the course of the run. It is acknowledged that runs that transport Kindergarten students include special training as determined by the Supervisor.
3. A substitute full-time driver shall continue to drive the regular run until the regular driver for that regular run returns. If the substitute regular full-time driver is not available to drive the run, the assignment is then given to the next available regular full-time driver on the seniority list. The only exception to the above is if the substitute regular full-time driver uses approved bereavement time or sick leave.
    a. A substitute regular full-time driver shall continue to drive the regular run until the regular driver for the regular run returns. If a regular driver is off for more than ten (10) working days, the regular run will go to the most senior substitute regular full-time driver until the regular run driver returns. If the most senior substitute regular full-time driver is not available to drive the regular run, the assignment is then given to the next available regular full-time driver on the seniority list. The only exception to the above is if the most senior substitute full-time driver uses approved bereavement time or sick leave.

Special Education Runs

1. To be a substitute on a special education run, a regular full-time driver must become qualified with, but not limited to, the use of the lift and the different types of connections for wheel chairs.
2. A special education substitute should learn the needs of the special education students for each run they substitute on.
3. Drivers who wish to substitute on special education runs must sign up at the beginning of each school year.

4. Special education field trips and shuttles shall only be driven by special education run drivers and/or the most senior qualified regular full-time driver if the special education run driver is not available.
5. Substitute drivers must take mandatory special education training classes.

Miscellaneous

1. During the month of August preceding each school year, drivers shall meet to select available regular runs and special education runs, by seniority bid. All drivers, including those on layoff or those returning from a leave, are entitled to participate and exercise their seniority to select runs . A driver has the option of keeping or remaining on the run(s) he/she drove the previous year. If a driver is unable to attend the meeting for reasonable reasons, he/she will schedule a meeting time with the Transportation Supervisor and local president to discuss the driver's selection wishes. Agreed upon bid options will take place on the missing driver's behalf during his/her turn in the seniority rotation. After the bid meeting, the Transportation Supervisor will contact the driver who missed the bid meeting to inform him/her of the run he/she was awarded.
2. Runs becoming vacant during the school year shall be posted for bid by seniority. The Transportation Supervisor shall call a meeting of all drivers, who will have the opportunity to bid by seniority on any run that is vacated because of the vacancy. No changes in assignment shall occur until all vacancies in the chain are filled. The final vacancy may be filled temporarily by a substitute driver when there are not enough regular full-time drivers to fill all the vacancies. A vacancy may be filled by a substitute driver for no more than twenty (20) working days.
3. If a driver is needed for a miscellaneous run or other extra work not defined under Definitions in this Appendix, it shall be offered first to the most senior driver unless that driver's hours are frozen. In the event the most senior driver is not available, or their hours are frozen, the miscellaneous run shall then be offered to the next driver, unless that driver's hours are frozen, and so forth in descending seniority order until a driver is assigned.
4. If a substitute driver is needed for a regular scheduled daily run, it shall always be offered first to the most senior regular full-time driver. In the event the most senior regular full-time driver is not available, it shall then be offered to the next regular driver and so forth in descending order until a substitute from the bargaining unit is found.
5. All school vans, when used to transport students to and from school on a daily basis, shall be driven by a regular full-time driver. These drivers shall have a valid Michigan CDL license and attend all required training courses, as provided by law.
6. Students residing outside the District requiring transportation under the McKinney Vento Homeless Assistance Act shall be transported by a bus driver in the Transportation Department if the assignment does not conflict with the bus driver's regularly assigned runs, as determined by the District. If a bus driver from the Transportation Department is not available, as determined by the District, the District may fill the assignment at its discretion.

Letter of Agreement – Wage Opener

Letter of Agreement (LOA)

between

Oakridge Board of Education
and
Oakridge Educational Support Personnel Association

This LOA made and entered into by and between the Oakridge Public Schools, hereinafter referred to as the "Board", "Employer", or "District" and the Oakridge Educational Support Personnel Association, hereinafter referred to as the "Association" or "OESPA".

It is mutually agreed that Article XIV – Wages Schedules and Rates shall be amended as stated in the attached. This wage increase shall occur prospectively effective October 17, 2019, after Board approval. A retroactive payment for the agreed upon increased wages on the hours worked during the period of July 1 – October 16, 2019 will be issued to employees during the first pay period in November 2019. This letter of agreement shall be attached to the collective bargaining agreement.

Annette Fowler, OESPA President — 10.14.19 Date

Tom Livezey – Superintendent — 10/14/19 Date

Craig Scott – Board President — 10-16-19 Date

Letter of Agreement – Arbitration Settlement

Letter of Agreement between the

OAKRIDGE PUBLIC SCHOOLS
AND
OAKRIDGE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

The Oakridge Educational Support Personnel Association filed two grievances pertaining to (1) meal reimbursement for bus drivers and (2) the assignment of a rescheduled field trip run. The grievances are separately scheduled for arbitration hearings before Arbitrators Opperwall and Barnes. Both parties' desire to settle these matters and agree as follows:

1. Meal reimbursement: AAA Case No 01-19-0001-9498

The parties agree to the following amended contract language:

Article XIV – Compensation

G. A bus driver will be reimbursed up to $6.00 per breakfast, $8.00 per lunch, and/or $10.00 per dinner for the cost of a qualifying meal for field trips and sport runs (excluding regular runs, special education runs, and shuttles). To qualify for meal reimbursement, all of the following must be met:

1. the driver submits receipts to their Supervisor within 30 days of the expense,
2. the field trip or sport run must be at least 3 hours in duration (departure time to end time), and,
3. one of the two following requirements are met:
    a. the duration of time driving on the field trip or sport run shall span at least the entire time of breakfast (8:30am - 9:30am), lunch (noon – 1pm), or dinner (5pm - 6pm); or.
    b. the driver is awarded a driving assignment that is immediately contiguous with a Field Trip or Sport Run and that time, when combined with the time driving on the Field Trip or Sport Run, spans at least 3 hours and at least the entire time of breakfast (8:30am - 9:30am), lunch (noon – 1pm), or dinner (5pm - 6pm).

By agreeing to the above language, the parties agree that paragraph #16 under Sport Runs remains unchanged.

The District will remit $18 to Karla Wheeler for meal reimbursement requested on 4/22/19 and 4/30/19.

2. Rescheduled Field Trips: AAA Case No 01-19-0001-9502

The parties agree to the following amended contract language:

> Appendix E – Transportation Workload and Assignment, Field Trip and Shuttle Procedure
>
> 10. If a field trip or shuttle is cancelled and the rescheduled date is within 72 hours, the same union or third party contracted driver (at his/her option) may take the field trip or shuttle. The driver may turn in a conflicting field trip or shuttle in order to accept a rescheduled field trip or shuttle regardless of seniority rotation. If the cancelled field trip or shuttle is not rescheduled, the driver will be placed at the top of the seniority rotation list the following week and maintain their normal placement on the seniority rotation. For any field trip or shuttle that has a rescheduled date beyond the 72 hours, it shall be posted at the weekly meeting for drivers to select on seniority rotation. If the rescheduled field trip or shuttle occurs beyond the 72 hours but prior to a weekly meeting, the supervisor may utilize any available driver at his/her discretion to transport the group.

The District agrees to provide 1 dozen donuts and juice to the union at the next two weekly bid meetings.

The parties will split the fees and costs associated with cancelling the arbitration. The parties are responsible for their own legal costs.

It is understood and agreed that this Agreement represents the full and complete resolution of the aforementioned grievances. The parties' execution of this Agreement shall not be construed as an admission of liability by either party. This Agreement is non-precedential and shall not establish a past practice in the future.

Tom Livezey, Superintendent
Oakridge Public Schools

January 15, 2020
Date

Bob Chase
President,
Oakridge Educational Support Personnel Association, MEA/NEA

3-13-2020
Date