



AGREEMENT BETWEEN

THE

OAK PARK BOARD OF EDUCATION

AND THE

OAK PARK ASSOCIATION OF

EDUCATIONAL OFFICE PERSONNEL

2007-2010



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

ARTICLE 1

RECOGNITION

Section 1. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all secretarial and clerical personnel, with the exception of Executive Secretaries as amended.

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

ARTICLE 2

BOARD RIGHTS AND RESPONSIBILITIES

Section 1. The Association recognizes that the Board is legally responsible for the operation of the entire school system, and that under Michigan law the Board has the necessary authority to discharge all of its responsibilities. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, discipline, promotion and termination of staff members, establishment and revision of rules and regulations governing and pertaining to the work and conduct of its employees and the right to decide the employee qualifications.

Section 2. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided however that no actions shall violate any of the terms of this Agreement.

ARTICLE 3

ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1. ASSOCIATION SECURITY

- A. Each employee who on the effective date of this Agreement is a member of the Association shall, as a condition of employment, maintain membership in the Association. Each employee hired on or after the execution of this Agreement, shall as a condition of employment, become a member of the Association thirty (30) calendar days after the date of hire or the effective date of this Agreement, whichever is later, and maintain membership in the Association.
- B. Exception to the above condition shall recognize that any employee may exercise the choice of the following alternative condition. In lieu of Association membership any employee may pay to the Association a monthly service charge. This contribution is to be construed as a donation toward the administrative cost of the Agreement.

- C. In the event that a member of the bargaining unit does not join the Association or pay the required service fee by the thirtieth (30th) day as required, such employee shall be terminated provided the Association has complied with the following:
1. Fulfillment of its fiduciary obligations by sending written notice to the employee that it is an obligation to tender dues or service charge, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice must be sent to the Board.
 2. Fulfillment of its responsibility by sending written notice to the employee (copy to the Board) that the employee has not fulfilled the obligations by the requisite date or reasonable period of time thereafter, and that a request for termination was being made to the Board.
 3. By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee has not complied with the obligations, and that it is an official request of the Association.

Section 2. CHECK-OFF

- A. The Board will deduct from the pay of each employee covered by this Agreement all current Association membership dues or service charges except initiation fees and assessments, provided that at the time of such deductions there is in possession of the Board a current written assignment executed by the employee in the form and according to the terms of the authorization forms. PAC contributions will not be deducted by payroll unless the Association provides the Board with an annual authorization for PAC deductions signed by each members of the Association authorizing such deductions.
- B. The Association shall notify the Board in writing of any membership dues or service charges certified by the Association as the uniform dues or service charges required of the bargaining unit members and the Board will act in accordance with the written certification.
- C. The Board will deduct current membership dues or service charges from the pay of employees for the first pay period in the calendar month. If the employee has no pay coming for the first pay period or if such pay period is the first pay of a new employee such dues or service charges shall be deducted from the pay in immediately subsequent pay periods ending in the calendar month. The initial deduction from the pay of an employee signing a new written authorization shall be from the second pay period following the date of authorization.
- D. The Board will deduct from the pay of employees in any month only the membership dues or service charges becoming due and payable in each month.
- E. All sums deducted by the Board shall be remitted to the Treasurer of the Association, if possible, not later than the 25th day of the calendar month in which such deductions are made. The Board shall not be liable for the remittance or payment of

any sums other than those constituting actual deductions made, and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which membership dues or service charges are normally deducted after the error has been called to its attention by the employee or the Association. If the Board in error makes an overpayment to the Association, the Board will deduct that amount from its next check.

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

Section 3. ASSOCIATION RIGHTS

- A. Upon request, the Executive Director of Human Resources shall meet informally with the President of the Association or a representative on matters relating to the implementation of this Agreement or other matters of mutual concern.
- B. The Board and the Association support the concept of in service education for secretarial personnel, and agree to cooperate to provide opportunities for such training.
- C. The Association shall have the right to use school buildings for meetings by making arrangements with the building principal who shall be given advance notice of one day for such meetings and shall designate the area of the building to be used.
- D. The Association shall have the right to use school mailboxes for organization material, provided that all such material is clearly identified and the organization accepts all responsibility for such material.
- E. The Board shall provide up to a total of fifteen (15) days per year for the collective use of the Association members for Association business. Application for the use of these days shall be processed through regular conference attendance channels and shall be signed by the Association President signifying his or her approval. No deduction from the individual's leave day accumulation shall be made for days so granted. It is understood that the only expense to the Board is the regular compensation of the secretary and cost of employing a substitute.

ARTICLE 4

GRIEVANCE PROCEDURE

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

Section 2. A grievance may be filed and presented by a member of the bargaining unit or by the Association acting through its representatives. Any individual employee may present the grievance and have the grievance adjusted without intervention of the Association if the adjustment of the grievance is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to have an Association representative present at such adjustment, provided however that the adjustment of a grievance between the Board or its designated representatives and an individual employee shall not preclude the Association from filing its own grievance with respect to the same subject.

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

Section 4. The parties are in agreement that any grievance between them, no matter what level, should be discussed openly and disposed of as quickly and as informally as possible in order to promote the efficient and smooth work performance. To effectuate this purpose employees are urged to submit grievances promptly and fully, and in any event all grievances must be presented in accordance with the following procedure:

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

STEP TWO: If the grievance was not resolved at Step One, the employee or the Association may appeal the decision within ten (10) working days after receipt of the response. Appeal will be according to the following conditions:

- (1) If Step One involved the employee's supervisor, Step Two will be the Executive Director for Human Resources.
- (2) If the grievance was initiated at Central Office Level, Step Two will be the Office of the Superintendent. The appropriate Central Office Administrator shall meet with the aggrieved employee and/or the Association within ten (10) working days after presentation of the grievance. A written response to the grievance shall be given to the employee and the Association within ten (10) working days after the date the meeting was held with the aggrieved employee and/or the Association. If the grievance remains unresolved at this step, the parties shall use the next ten (10) working days to meet at mutually agreeable times for the purpose of making further attempts to resolve the grievance.

STEP THREE: If the grievance remains unresolved at the conclusion of Step Two it may be submitted to arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Board within five (5) working days after the receipt of the decision under Step Two.

Following the written notice of request for submission to arbitration the Association and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the request for submission to arbitration, the American Arbitration Association shall be requested to provide an arbitrator in accordance with its rules and procedures.

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

Section 6. It shall be the function of the arbitrator, who shall be empowered except as the powers are limited below, after due investigation, to make a decision in cases involving the application or interpretation of this Agreement.

- A. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- B. The arbitrator shall have no power to establish salary structures or change any salary set forth in this Agreement.
- C. The arbitrator shall have no power to change any practice, policy or rule of the Board.
- D. The arbitrator shall have no power to decide any question, which, under this Agreement, is within the responsibility of management to decide.
- E. There shall be no appeal from an arbitrator's decision if within the scope of authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the Board. The Association shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator; nor shall the Association or its members by any other means attempt to bring about the settlement of any grievance.
- F. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- G. All grievances must be filed within five (5) working days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than five (5) working days prior to the date a grievance is filed.
 - (1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation received from any source during the period of the back pay.

- (2) No decision in any case shall require a retroactive wage adjustment in any other case.

H. Any grievance occurring during the period between the termination date of this agreement and the effective date of a new Agreement shall not be processed.

Section 7. Employees shall not leave their assigned duties to discuss or process grievances. Grievances shall be processed and discussed only during lunch period, rest periods, and after working hours.

Section 8. If the grievance affects a group of secretaries or the bargaining unit as a whole, the Association may submit such grievance in writing to the Executive Director for Human Resources, whose level shall be considered Step One for the processing of such grievances.

ARTICLE 5

STRIKE PROHIBITION

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

ARTICLE 6

WORKING CONDITIONS

Section 1. SCHOOL CLOSING PROVISION

A. Employees Assigned to School Building

1. Employees will receive their regular pay for student instruction days, which are canceled but shall work on any rescheduled student instruction days with no additional compensation or fringe benefits under the contract. Dates of make-up days shall not be grievable.
2. In the event that any non-instruction day is lost the employee will be paid, but that day shall be made up without additional compensation.

B. Employees Not Assigned to School Buildings

1. Employees not required to work on scheduled work days because of conditions not within the control of school authorities such as inclement weather, fire, epidemics or mechanical breakdowns, shall receive their regular pay for days which are canceled up to a maximum of thirty (30) hours per school year (July - June).

2. Employees shall not be paid for days, which are canceled beyond the thirty (30) hours covered in Section B1 above.
3. In the event that an employee is able to report to work at their supervisor's request on a day when their work location is closed that employee shall receive compensatory time.
4. Section 1 (B) of this Article shall pertain to Administration Building, Annex and Clinton Center.

Section 2. Emergency Dismissals In the event of a need to evacuate any building for emergency purposes resulting in a school student dismissal, secretaries shall remain on duty until such time as they are dismissed by their supervisor or the Executive Director for Human Resources or a designee. Dates of make-up days will not be grievable.

Section 3. Loss Members of the bargaining unit shall not be held responsible for loss within the school, or when on official school business, of school property or children's property unless proof of negligence is established.

Section 4. Tort Liability For the protection of employees covered by this Agreement who come in contact with children, the Board will provide, without cost to the employee, tort liability insurance coverage.

Section 5. Supervision of Students Supervision and discipline of students sent to the principal's office is not the responsibility of the secretaries. Students may not be sent to the office unless an administrator (or designee) is present to supervise the student(s).

Section 6. Enrollment To resolve an overburden of secretarial work due to the number of students enrolled in the elementary schools, if on the first count day, the student count in an elementary building exceeds 475, the Oak Park School District and the Oak Park Association of Educational Office Personnel-MEA will meet and develop a mutually agreed upon formula for enrollment-based secretarial staffing.

To resolve an overburden of secretarial work due to the number of students enrolled in the High School, if on the first count day, the student count at the High School exceeds 1200, the Oak Park School District and the Oak Park Association of Educational Office Personnel-MEA will meet and develop a mutually agreed upon formula for enrollment-based secretarial staffing.

ARTICLE 7

WORKING SCHEDULES

Section 1. Work Year

- A. Employees shall have a work year, which coincides with that of their immediate supervisor unless notified to the contrary in writing by the Executive Director of Human Resources.
Such employees shall have an opportunity to discuss the change with the Executive

Director of Human Resources or designee, where possible, prior to such action being taken.

Section 2. Work Day The workday for employees scheduled to work a full day shall be eight (8) hours. Employees are entitled to a lunch period of sixty (60) minutes.

Section 3. Rest Periods The work schedule for full time employees shall provide for two (2) paid fifteen (15) minute rest periods during the day. Part-time employees who work four (4) hours or less per day shall be scheduled for one (1) paid rest period of not more than fifteen (15) minutes.

Section 4. If the school day or year is extended or reduced by the State Legislature or school district, parties will meet to discuss any changes in school calendar as it may affect secretarial employees.

ARTICLE 8

DISCIPLINE AND DISCHARGE

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

- A. Written warning
- B. Written reprimand.
- C. Suspension (notice to be given in writing).
- D. Discharge.

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

Section 2. Progressive discipline need not be given to any employee for major infractions on the job, including, but not limited to, intoxication, theft and fighting.

Section 3. The Board shall not discipline or discharge any employee without just cause. "Just cause" as used herein means any act of misconduct connected with work either by omission or commission, and any complete inability to perform job duties or those of any job included in Schedule A of this contract; provided that the Board agrees that where just cause exists it will follow the steps of progressive discipline as set forth in Section 1 of this Article, except in those cases involving criminal action.

If, in any case, the Board feels there is just cause for discharge, the employee involved may be suspended for up to but not to exceed five (5) days. The employee and the Association will be notified in writing that the employee has been suspended and is subject to discharge.

Any employee found to be suspended or discharged without just cause shall be reinstated with back wages and with full restoration of all other rights and conditions of employment. Back wages shall be subject to Article IV, Grievance Procedure, Section 6.(G).(1).

Section 4. At the employee's request, after twelve (12) months of satisfactory service, previously documented discipline shall not be used in conjunction with further discipline. At the employees request after thirty-six (36) months (twenty-four (24) months for attendance cases) of satisfactory service, suspensions shall not be used in conjunction with further discipline or for any other purpose, except in the case of a drug-related offense.

ARTICLE 9

EMPLOYMENT STATUS

Section 1. Probationary Period

- A. New employees hired into the bargaining unit shall undergo a probationary period of sixty (60) days of work.
- B. During the probationary period probationary employees may be disciplined or dismissed without recourse to the grievance procedure.
- C. Leave day credit and vacation time credit shall accrue during the probationary period, but those days may not be used during such period. Probationary employees shall be paid for holidays.
- D. The employment status of temporary substitute employees assigned to the same specific assignment for thirty (30) consecutive workdays will be discussed with the union and administration on a case-by-case basis. If the need for the assignment is projected for 45 days or more, then the assignment becomes a position, which must be posted as an OPAEOP bargaining unit position.

Section 2. Seniority

- A. Seniority shall be based upon the length of accumulated service in the bargaining unit commencing with the date of hire.
- B. Seniority shall not accrue during any leave of absence.
- C. During the period any employee is on layoff status and not working, as regular employee seniority shall not accrue.
- D. If an employee resigns the employee shall forfeit all seniority.

Section 3. Substitutes In the event regularly employed personnel must be absent from work, substitute assistance may be employed. Arrangements for a substitute shall be made at least one week in advance where practicable. Such arrangements shall be made by the supervisor with the Executive Director for Human Resources.

ARTICLE 10

TECHNOLOGICAL TRAINING

Section 1. The Board shall provide in-house training, and when necessary external training for the bargaining unit members in areas identified by both the membership and the Board (i.e. accounting and budget, verbal and written communications skills, office responsibilities and procedures, organizational skills, technology updates, and anything else that pertains to improving job performance). The bargaining unit members' attendance is encouraged. All training shall be held during the scheduled workday, if possible. Training outside of the regular work schedule, shall be paid at the contractual rate.

ARTICLE 11

PERSONNEL FILES

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

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

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

Section 4. Employees shall be required to sign all matters of an evaluative nature initiated by the supervisor originating after initial employment prior to placement of such material in the file. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

If the employee believes the material placed or to be placed in the file is inappropriate or in error, the employee may submit a written response to said material, and said response will be attached to and made a permanent part of the material in question.

ARTICLE 12

EVALUATION

Section 1. Non-probationary employees shall be evaluated by June 1 of each school year by their supervisor on forms provided by the Executive Director of Human Resources. An employee with more than one supervisor will be evaluated as arranged by the Executive Director of Human Resources. One copy of the evaluation shall be retained by the supervisor, one copy shall be given to the employee during the evaluation conference and one copy shall be placed in the employee's personnel file.

Section 2. Employees receiving evaluations that denote need for improvement shall be subject to additional evaluations as deemed necessary by the Administration and/or supervisor.

Section 3. Probationary employees shall be evaluated prior to the completion of their probationary period.

Section 4. Evaluations shall not be subject to the grievance procedure as set forth in Article IV.

ARTICLE 13

VACANCIES, TRANSFERS, AND RECLASSIFICATION

Section 1. Vacancies

- A. Job vacancies or special opportunities within the Oak Park School District shall be posted for a period of five (5) working days in a conspicuous place in each building. Employees interested in such vacancies shall apply within five (5) working days after the first day of posting. All applicants shall be granted an interview and shall be notified in writing as to the disposition of their application.
- B. In the event that the employee selected for such job does not perform satisfactorily at the end of a sixty (60) days of work probationary period that employee shall be returned to his/her original position.

Section 2. Summer Employment

- A. A list of full-time and extended summer employment opportunities shall be sent to any member of the bargaining unit, including members on the availability list, as soon as practical after such position is known, provided that the employee has requested such notice from the Office of the Executive Director of Human Resources. Notices will be sent to the employee's last known address by first class mail. Summer employment positions will be filled on a rotational basis insofar as possible. The final decision for filling summer positions shall rest with the Executive Director of Human Resources.
- B. Members of the bargaining unit on the availability list are subject to employment if there are no applicants from within the bargaining unit.

Section 3. New Positions In the event a new permanent position is established, not presently covered in the classification schedule, the Association will be invited to discuss the classification before the position is filled on a permanent basis.

Section 4. Job Descriptions Determination of all job descriptions shall rest solely with the Superintendent or a Designee.

Section 5. Organizational Changes The authority for effecting all reductions in staff, promotions, and category reclassifications shall rest with the Superintendent or a Designee. Category reclassifications will be made only after consultation with the Association. Notification of all other actions will be submitted in writing to the Association.

Section 6. Transfers

- A. In the event a transfer not requested by an employee is made from Group A to Group B the employee shall be paid at the Group A rate for a period of one year.
- B. Transfer to another position within the school district shall be at the same experience level as held by the employee at the time of transfer.
- C. When a transfer requires technical or upgraded skills, the employee shall be permitted to train under the conditions set forth in Article X, Technological Training.
- D. If at the end of twenty (20) days of work performance shall be deemed unsatisfactory, the employee shall be notified in writing by the supervisor and shall be granted an additional twenty (20) days of work in which to upgrade performance to a satisfactory level. If at the end of the second twenty (20) days of work performance is still unsatisfactory, the Board's right of assignment will prevail.
- E. Involuntary assignment shall not take place without prior discussion with the affected employee and the Association. Involuntary transfer shall occur only for reasonable and just cause. The employee and the Association shall have been consulted prior to any final decision being made regarding the involuntary transfer.

If involuntary transfer is deemed necessary, the Executive Director for Human Resources shall discuss the proposed transfer with the Association and the employee involved and any objections shall be given consideration. The employee and the Association shall be given ten (10) working days prior notice of any involuntary transfer.

ARTICLE 14

LAYOFF AND RECALL

Section 1. Proposed reductions in staff shall be discussed with the Association President prior to implementation.

Section 2. In the event of a reduction in personnel, written notice shall be given to the employees to be laid off thirty (30) days prior to the effective date of the layoff.

Section 3. The sole factor for reduction in staff shall be seniority within the bargaining unit except in the situation of a teachers' work stoppage when the Board may exercise the option of furloughing the less than twelve month employees. It is understood by the parties that those employees would make up all time lost. Layoffs shall be in inverse order of seniority; recall shall be by direct order of seniority within the limits of qualifications and specifications.

Section 4. Recall shall be by written notice, return receipt requested, to the employee's last known address on file with the Board. The Board's obligation to rehire a laid-off employee shall cease two years following the date of layoff. In order to be eligible for recall the employee must make his/her availability known by certified letter to the Office of the Executive Director for Human Resources

within two (2) weeks of layoff and prior to June 1 of each successive school year. Failure to comply with these requirements shall result in termination of the employee's right to recall.

Section 5. Should such employees be reinstated within the two-year period, that employee will return to work on the same step of the salary schedule unless the employee completed the year, in which instance the employee would be automatically eligible for the next increment. All sick and accumulated benefits would be restored to, said employee upon return in accordance with the provisions of this Agreement. While on layoff as a result of reduction in staff, employees will have priority for substitute assignments.

Section 6. If a position is consolidated or eliminated, that employee shall be transferred according to the following procedure and order:

- A. To an open/unfilled position within the same classification for which the employee meets qualifications and specifications.
- B. To the position of the least senior employee with equivalent weekly working hours within the same classification for which the employee meets qualifications and specifications.
- C. To an open unfilled position in the next lower classification for which the employee meets qualifications and specifications.
- D. To the position of the least senior employee in the next lower classification for which the employee meets qualifications and specifications.

Section 7. The availability list of laid-off employees shall be given to the President of the Association upon request.

Section 8. No employee subject to layoff shall be permitted to exercise any seniority to bump into a higher classification. Placement of employees due to reduction in staff shall not be subject to the grievance procedure.

Section 9. Members on Leave or Layoff Members of the bargaining unit on leave or layoff shall receive notice of vacancies or special opportunities provided that each such member in order to be notified of such vacancy shall supply the Office of the Executive Director of Human Resources with an address and shall notify the Office of the Executive Director of Human Resources of availability for reemployment at six month intervals (July 1 and January 1). The Board's obligation to rehire a laid-off employee shall cease two (2) years following the date of layoff.

ARTICLE 15

LEAVE DAYS

Section 1. Sick and personal business leave days will be granted with pay at the beginning of each school year on a full year basis. Leave will be prorated at 1.5 days per calendar month for employees who have completed one year of service with the school district. Leave will be prorated at 1.2 days per calendar month for those employees with less than one year service with the school district. Leave will be prorated for part-time employees.

Section 2. In cases where an employee leaves the school system before the completion of the school year, a deduction will be made from the final pay if necessary.

Section 3. Leave days shall be cumulative to a maximum of two hundred (200) days.

Section 4.

- A. The accumulated bank of sick leave days may be used in the event of personal illness or illness or death in the family of the employee. Personal illness shall be defined as: personal illness due to an infectious disease, contagious disease, environmental disease, organism defect, mental disorders, physical disability caused as a result of an accident or injury, and quarantine. Sick leave days shall only be granted for the above reasons. The Board reserves the right to require proof of illness for any days taken as sick leave days.
- B. Any employee who, having exhausted the accumulated sick days, has a critical illness in the immediate family may be granted a leave of absence without pay for up to thirty (30) calendar days, subject to the right of the Board to require documentation of the need for such leave.
- C. Leave days may be used as either personal business leave, to a maximum of three (3) days yearly by employees with less than two (2) years service, and five (5) days yearly by employees who have completed two (2) years of service, or sick leave.
- D. A personal business day is defined as a day or days when time off is required to complete business or like transactions which, cannot be completed at any other time except during school hours, or when other unforeseen emergencies have arisen and absence from the employee's assignment is unavoidable. All personal business days must be applied for in writing with specific reason, a week in advance whenever possible, for the Superintendent's approval or that of a designated representative. Personal business shall cover the following areas:

1. Court cases, government, or other legal business that must be transacted during school hours.
2. Moving (limited to two (2) days)
3. Death in the family, or any other person deemed especially close by the employee.
4. Graduation from high school or college of members of the immediate family.
5. Matters of an emergency nature allowable at the discretion of the Superintendent or a designated representative.
6. Marriage of the employee or a member of the immediate family.
7. Religious observance: An employee, who for religious observance requires more than five (5) personal leave days, may present to the Superintendent or his designee at the beginning of the school year a written request for the total days required.
8. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations and the first and last day of the school year unless approved by the Superintendent or his representative.
9. Four of these five days may be used for personal business for which a specific reason need not be given.

ARTICLE 16

LEAVES OF ABSENCE

Section 1. General Conditions of Leaves

- A. Length of Leave All leaves of absence shall be for a period of no longer than one (1) year. An annual extension of a leave may be granted at the discretion of the Superintendent for a period of no longer than one (1) additional year.
- B. Availability for Return A letter of availability to return from leave shall reach the Superintendent's office not later than April 1 of the school year preceding the date of return. If a leave shall terminate at a time other than the beginning of a school year, such letter of availability shall reach the Superintendent's office not later than sixty (60) days preceding the termination date. Failure to comply with the above shall be interpreted as a resignation from the Oak Park Schools. The employee will return to work on the same step of the salary schedule unless the employee completed a full year, in which instance the employee would be automatically eligible for the next increment. All sick leave accumulated and unused and seniority benefits at the time of such leave of absence shall be restored to said employee upon return.

- C. Return Prior to Expiration Date An employee may return to work prior to the expiration date of a leave at the convenience of the school district.
- D. Fitness to Return from Health Leave Employees returning from leaves of absence shall present a doctor's certificate attesting to their fitness to return to full secretarial duties. Such certification shall be presented prior to the actual date of return.
- E. Working While on Leave A leave of absence need not be granted any employee who leaves a job for the sole purpose of obtaining or engaging in other full-time employment.

Section 2. Jury Service A leave of absence shall be granted an employee called for jury service. An employee shall be paid regular salary during jury duty. The employee shall endorse checks received for jury duty to the Oak Park School District. When on jury duty the employee is expected to report for work on days when not required to report for jury duty. Employees shall request to be excused from jury duty during the school year. Seniority shall accrue while on jury duty.

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

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

- A. An employee who becomes pregnant must notify the Superintendent in writing not later than the fifth (5th) month of such pregnancy. Such notification shall include a written statement from her physician verifying the state of pregnancy and giving the estimated date of birth.
- B. The Board encourages a pregnant employee to apply for and take a leave of absence for the welfare of the employee and her unborn child. A pregnant employee who determines to continue to work acknowledges the risk of accidental injury to herself and her unborn child.
- C. A pregnant employee who desires a leave of absence during her period of pregnancy shall make written request for such leave to the Superintendent at least thirty (30) days prior to the starting date of the leave of absence.
- D. Frequent absence by a pregnant employee shall be considered good and sufficient reason for the Board to place the employee on maternity leave of absence.
- E. The leave of absence for pregnancy shall extend through the postnatal examination. However, an employee may return to work sooner upon written notification with a doctor's statement verifying that the employee is physically able to perform all of the employee's normal duties.

- F. If an employee who has given birth to or adopted a child desires a leave of absence for maternal care purposes, the employee may make written application for such leave. A maternal care leave shall be granted subject to general conditions of leave.
- G. Before returning to work from a pregnancy, the employee must furnish a written statement from her physician that she is ready and able to return to her full work assignment.
- H. An employee given a leave of absence for the period of pregnancy shall receive credit toward the annual salary increment on the schedule appropriate to her rank, but such leave shall be without pay. A leave of absence granted for post-childbirth maternal care shall be without salary and without increment.
- I. Recognizing that the purpose of a probationary period is to provide the Board an opportunity to observe the work performance of an employee, it is understood that time off due to leave of absence for pregnancy or maternal care shall not be counted as service and shall not be counted toward completion of an employee's probationary period.

Section 5. Health Leaves Health leaves, when recommended by a physician, psychologist or psychiatrist shall be granted according to the general conditions of leave. At the end of such leave the employee must either return to work or resign.

ARTICLE 17

HOLIDAY AND VACATION DAYS

Section 1.

- A. The following days shall be recognized and observed as paid holidays:

Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Martin Luther King Day	Memorial Day
Independence Day – (limited to those employees scheduled to work during the first week of July)	

- B. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, then the succeeding Monday shall be observed as the holiday.
- C. In addition, the following holiday-related time off with pay shall be granted to all employees:

Good Friday	Day before or day after Christmas
Friday before Labor Day	Day before or day after New Year's Day
Day after Thanksgiving	

- D. At the beginning of each school year twelve month employees shall be granted vacation as follows:
- First two years of service - Twelve (12) days
Three through six years of service - Eighteen and one-half (18.5) days
Seven or more years of service - Nineteen (19) days
- E. Employees who work in the Administration or Annex Building shall take vacation days when the Administration considers their building to be closed unless the employee is specifically requested to work by the supervisor and the time has been mutually agreed upon.
- F. Less than twelve (12) month employees will work in accordance with the school calendar and will receive their hourly rate during the recess and break periods. Twelve (12) month employees who work in schools may take vacation days during recess and break periods.
- G. All vacation days must be used in the year in which granted unless authorized by the immediate supervisor to carry over until September 1 of the following school year.

Section 2. An employee shall be eligible for holiday pay under the following conditions:

- A. The employee shall have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on paid vacation or paid sick leave.
- B. The employee shall have worked the full period of the last scheduled work day prior to and the next scheduled work day following the holiday unless on paid vacation or paid sick leave. In the event of sickness a doctor's certificate may be required by the immediate supervisor. The employee will be docked for time absent if such certificate is not obtained when requested. If a holiday is observed on an employee's scheduled vacation, the vacation shall be extended one extra day.
- C. There shall be no holiday pay for an employee on suspension unless later reinstated.

ARTICLE 18

INSURANCE PROTECTION

Section 1. General Conditions

- A. Board payment for insurance protection shall be discontinued when an employee resigns, is terminated, is laid off or is on a leave of absence without pay.
- B. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other required matters.

- C. The Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. Failure by the carrier to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board of Education or the Association, nor shall such failure be considered a breach of any obligation by either of the two organizations.
- D. Disputes between beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure established herein.
- E. Employee insurance benefits will begin when applications have been completed and the enrollment policy of the insurance carrier has been met. Coverage for new employees shall become effective the first day of the month following successful completion of the probationary period, provided the necessary enrollment forms have been filed with the payroll office.
- F. In no instance shall an employee be covered by more than one (1) hospitalization contract to which the school district contributes.
- G. The Board shall not be required to provide Hospital/Medical insurance coverage to an employee who is under another Hospital/Medical insurance plan or policy. Each employee must certify to the Payroll/Employee Benefits Office on a form provided by the district that he/she is not knowingly covered under another Hospital/Medical insurance plan or policy. Employees who become eligible for Hospital/Medical insurance coverage under another plan after July 1 must inform the Payroll/Employee Benefits Office of their change of status within thirty (30) calendar days after the effective date of coverage.
 Employees who are discovered to have provided false certification or who have not provided such certification by July 1 of each school year or who fail to advise the Payroll/Employee Benefits Office of a change of status shall immediately be removed from the Board's Hospital/Medical coverage program and shall not be eligible for the option to health provisions (hospitalization, medical, surgical, dental, vision) for the remainder of the school year.

 Employees hired after July 1 of each school year are required to submit a certification of insurance form prior to their first day of work.
- H. Employees working less than thirty (30) hours per week shall not be eligible for insurance coverage as provided herein.

Section 2 Hospital/Surgical/Medical Benefits

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

Plan 1: For eligible employees electing to participate in this plan, the Board shall provide coverage for hospital-surgical-medical benefits through the Michigan

Education Special Services Association (MESSA) Super Care 1 with a \$10/\$10 RX card.

Plan 2: For eligible employees electing to participate in this plan, the Board will pay \$150 per month cash in lieu of health insurance.

- B. In the event of leave of absence without pay for reasons of non-service connected illness or disability, the employee shall have health insurance benefits paid in full by the school district for the first ninety (90) days of such leave. For such employees, said benefits may be continued for nine (9) consecutive months, subsequent to the expiration of the 90 day period above, on an employee cash pay basis. (Employee to provide the payroll office with monthly premiums at least ten (10) days prior to the month being covered.
- C. Coverage for which the Board will contribute under the foregoing may be, at the employee's option, protection for (1) self only, or (2) self and family.
- D. Employees may enroll under the "new hire" clause within thirty (30) days of completion of the probationary period. Subsequent opportunities to enroll in the above plan shall be provided during the enrollment periods specified by the carrier.

Section 3. Group Term Insurance

- A. The Board shall provide a total of \$30,000 term life insurance with double indemnity for each eligible employee. Employees electing health insurance coverage will receive \$25,000 negotiated term life insurance plus \$5,000 basic term life. Employees not electing health insurance coverage will receive \$30,000 negotiated term life insurance. The employee shall enroll and designate beneficiary (s) on the proper application form.
- B. Coverage for new eligible employees shall become effective the first of the month following completion of the probationary period, provided the necessary enrollment forms have been filed with the Accounting Department.

Section 4. Workers' Compensation Any employee who is disabled or injured in the line of duty shall receive such compensation and expenses as are prescribed by law plus, at the employee's option, the difference between his/her regular salary and the compensation benefits to the extent permitted by a pro rata deduction from his/her personal accumulated sick leave. Such supplementation, which shall be provided only for such periods as the employee would otherwise have been working, shall be provided by a deduction of sick leave prorated on the ratio of the supplementary pay by the Board to the employee's regular daily pay at the time of injury or illness until the employee's personal sick leave accumulation is exhausted.

Section 5. Long-Term Disability Insurance

- A. The Board shall provide a long-term disability policy for each eligible employee of the bargaining unit. Such long-term disability policy shall provide sixty percent

(60%) disability payment to a maximum of \$1,200 per month after a one-hundred-and-twenty (120) day waiting period.

Section 6. Dental Insurance The Board shall make monthly contributions for a family dental insurance plan Class I/II, 75: 75/75 with an annual maximum of \$2000 per year on behalf of each subscribing employee not already insured as a dependent through his or her spouse. Class III 75: with a lifetime maximum of \$2000.

Section 7. Optical Insurance The Board will make monthly contributions for a family optical insurance plan (MESSA - VSPIII) on behalf of each subscribing employee not already insured as a dependent through his or her spouse.

Section 8. The Board will pay the total cost of the MESSA Pak premium for the 2007-2008, 2008-2009 and 2009-2010 school years with the following formula in place:

Should the premium costs be increased from the previous year's costs by more than five percent (5%) the parties will meet and determine if the level of coverage could be adjusted to fall within the 0 – 5% premium increase paid by the Board. This could be accomplished either by switching to a different insurance or the coverage could be split 50/50 between the District and the employee by using pre-tax dollars by the OPAEOP member. Notification of which solution has been chosen by OPAEOP will be given to the district no later than August 31 of a given year.

ARTICLE 19

COMPENSATION

Section 1. Salary Schedule

Salary increases shall be four and one half percent (4.5%) for school year 2007-2008, zero percent (0%) for school year 2008-2009 and zero (0%) for school year 2009-2010. The increase shall be effective July 1, 2007.

2007-2008			
STEP	A	B	C
1	\$14.61	\$13.33	\$13.22
2	\$15.04	\$13.89	\$13.77
3	\$16.43	\$15.25	\$15.12
4	\$17.05	\$15.79	\$15.68
5	\$17.95	\$16.71	\$16.57
6	\$19.46	\$18.13	\$18.02

2008-2009			
STEP	A	B	C
1	\$14.61	\$13.33	\$13.22
2	\$15.04	\$13.89	\$13.77
3	\$16.43	\$15.25	\$15.12
4	\$17.05	\$15.79	\$15.68
5	\$17.95	\$16.71	\$16.57
6	\$19.46	\$18.13	\$18.02
2009-2010			
STEP	A	B	C
1	\$14.61	\$13.33	\$13.22
2	\$15.04	\$13.89	\$13.77
3	\$16.43	\$15.25	\$15.12
4	\$17.05	\$15.79	\$15.68
5	\$17.95	\$16.71	\$16.57
6	\$19.46	\$18.13	\$18.02

Section 2. Credit for experience may be given at the time of employment.

Section 3. The individual positions covered in the various groups are detailed in Schedule A, which is attached hereto and made a part of this Agreement.

Section 4. Employees shall be compensated at the hourly rate for hours worked.

Section 5. Longevity Employees covered by this Agreement shall receive longevity pay of \$10.00 per week upon the completion of fourteen (14) years service with the Oak Park School District. This section shall apply only to those employees hired before October 1, 1979.

Section 6. Increment Credit Personnel hired July 1 through December 31, inclusive, will receive credit for inside-the-system experience on the following July 1. Personnel hired January 1 through June 30, inclusive, shall not receive credit for inside- the-system experience until one year from July 1 following date of hire. This section shall apply only to those employees hired after July 1, 1982.

Section 7. Overtime

- A. Overtime shall be paid for all hours worked in excess of 40 hours in the regular Monday through Friday workweek. Absence with or without pay due to illness, vacation, personal leave or suspension shall not be counted as a day worked for the purpose of this section. Paid holidays and paid holiday-related time off shall be considered as days worked.

- B Employees required to work on Saturday shall be paid at the rate of time and one-half of the regular hourly rate.
- C When employees are required to work on Sundays or holidays such work shall be paid at the rate of time and one-half of the regular rate. This is in addition to straight time when work is performed on a holiday.

ARTICLE 20

RESIGNATIONS AND RETIREMENT

Section 1. Resignations Employee resignations should be submitted at least thirty days (30) working days but not less than fourteen (14) working days prior to the date of resignation.

Section 2. Severance Pay

- A. Any employee with fifteen (15) or more years of service who terminates employment excluding layoff and the estate of one who dies while employed by the Oak Park Board of Education shall be eligible for one day's pay for each full year of accumulated service in the Oak Park School District. Severance pay will not be paid in cases where proper notice of resignation was not given by the employee pursuant to Section 1 of this Article or where termination is for cause.
- B. Employees eligible for severance pay under the conditions listed in section 2(a) above shall be eligible for additional severance pay for each day of unused accumulated sick leave as follows:
 - \$10 per day for the first 75 days
 - \$15 per day for the next 75 days
 - \$20 per day for each day over 150 days
- C. An employee shall be considered employed for severance pay purposes if on the payroll when the employee retires or if death occurs.

ARTICLE 21

MISCELLANEOUS

Section 1. Mileage Any employee using his/her personal car for school business at the direction of the supervisor shall be paid at the IRS rate in effect on July 1 of each school year. Proper forms must be submitted for the expense incurred.

Section 2. Categorically Funded Positions Position's in the bargaining unit that are categorically funded are subject to rules and regulations of the funding agency notwithstanding the conditions of this contract and subject to the rules and regulations stipulated at time of hire.

ARTICLE 22

NEGOTIATION PROCEDURES

Section 1. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement except as provided in Article 25, Duration of Agreement.

Section 2. In any negotiations conducted between the parties to this Agreement neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining subject only to ultimate ratification.

Section 3. The Board will, upon written request, provide the Association with such statistics or financial information which the Board does not deem confidential, and which the Board may agree is reasonably necessary in connection with the negotiation of collective bargaining agreements succeeding this Agreement. It is understood, however, that the Board will not compile information or statistics not already compiled.

Section 4. Copies of this Agreement shall be reproduced and distributed at the expense of the Board and distributed to all members of the Association.

ARTICLE 23

CONFORMITY TO LAW AND ENTIRE AGREEMENT

Section 1. Conformity to Law This Agreement is subject in all respects to the laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment of decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

Section 2. Entire Agreement This Agreement supersedes and cancels all previous Agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 24

DURATION OF AGREEMENT

Section 1. This Agreement shall commence July 1, 2007 and shall continue in full force and effect until midnight, June 30, 2010.

Section 2. At least sixty (60) days, and not more than one-hundred-twenty (120) days, prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of Association personnel employed by the Board.

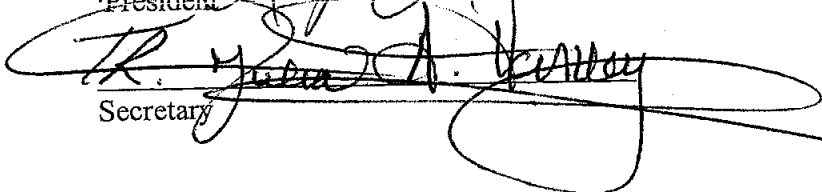
Section 3. Nothing in this Article or elsewhere in this Agreement shall be construed to require the Board or the Association to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Association.

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

OAK PARK BOARD OF EDUCATION


BY


President


Secretary

OAK PARK ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL

BY


President

Date: 7/6/07

SCHEDULE A

SECRETARIAL - CLERICAL CLASSIFICATIONS

Classification A

Accounts Payable Clerk
Payroll Assistant
Secretary/Receptionist, Administration Building
Secretary to Director of K-12 Literacy
Compensatory Education Secretary
Special Education Secretary

Classification B

Secretary to Elementary School Principal
Secretary to Middle School Principal
Secretary to High School Principal
Secretary to CASA Director
Secretary to Early Childhood Program Director

Classification C

Secretary (10 months)

Assistant Principal, RMS
Student Services, RMS
Athletic Director/KORT Program, OPHS
Main Office, OPHS
Student Services, OPHS

Secretary (12 months)

Summer School/Bookstore, OPHS
Transportation/Physical Operations, Annex