

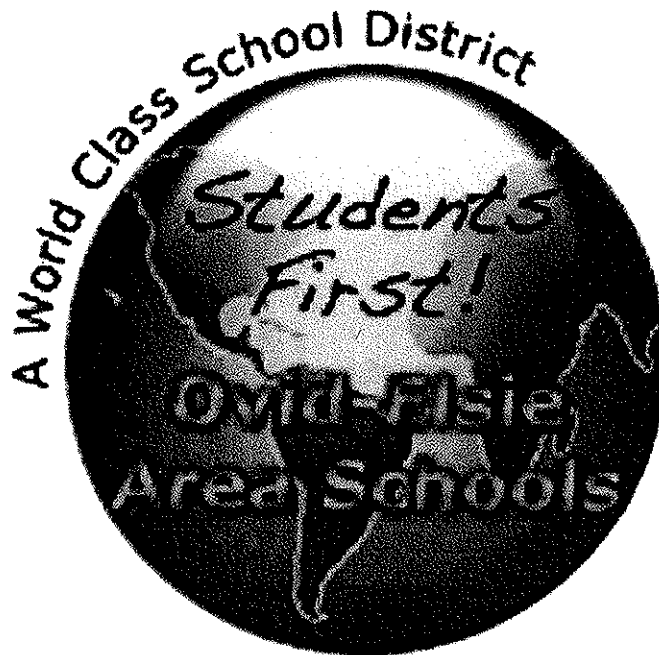
AGREEMENT

BETWEEN

Ovid-Elsie Area Schools Board of Education

AND

Ovid-Elsie Area Schools Clerical Staff



September 1, 2015 – August 31, 2018

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This Agreement is entered into this 1st day of September 2015 by and between the Ovid-Elsie Area Schools Board of Education, hereinafter called the "Employer" and the Ovid-Elsie Area Schools Clerical Staff, hereinafter called the "Employees".

ARTICLE I: RECOGNITION

- A. The Employer hereby recognizes the Clerical Staff as the sole and exclusive collective bargaining agent of the Employee covered by this agreement for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment.
- B. The term "Employee" as used hereinafter shall include all the Student Services Secretary, High School Secretary, Elementary Secretaries, Middle School Secretary, Special Education/Community Services Secretary and the Information Center Secretary, but excluding substitute employees, supervisors and all other employees of the Ovid-Elsie Area Schools.

ARTICLE II: DEFINITIONS

- A. Part-Time Employee is a member of the bargaining unit who works less than thirty (30) hours per week and works a minimum of thirty-seven (37) weeks per week.
- B. Full-Time Employee is a member of the bargaining unit who is scheduled to work forty (40) hours per week and works a minimum of thirty-seven (37) weeks per year.
- C. Full-Year Employee is a member of the bargaining unit who is scheduled to work forty (40) hours per week and works a minimum of forty-eight (48) weeks per year.

ARTICLE III: WORKING HOURS

- A. The hours associated with a position in the bargaining unit will be determined by the District's assessment of operating and service needs.
- B. The District reserves the right to establish the number of work days, work weeks, and work hours associated with each bargaining unit position to determine and to initiate reduction in work days, work weeks, and work hours.
- C. For the duration of this contract, all clerical staff positions recognized under Article I: B are full-time and will be compensated for 207 (8) hour days. The current full-year High School Secretary will be compensated for 240 days.

After fifteen (15) years of service in the District in the Clerical Bargaining Unit four (4) weeks paid vacation will be authorized.

- D. Daily work hours will be designed and agreed upon between the building administrator and the employee to coincide with each building's hours of operation. Employees who work in a full-time position will receive 30 minutes per day for an unpaid and uninterrupted lunch and two (2) fifteen (15) minute paid breaks during the daily work hours provided that coverage is available, the breaks are not added to the lunch period, and times for breaks can be mutually agreed upon by the building administrator and the employee.
- E. All employees may leave fifteen (15) minutes early on Fridays and days preceding holidays.

ARTICLE IV: PAID HOLIDAYS

- A. Paid holidays shall include Labor Day, Thanksgiving Day (and Friday after), Christmas Eve Day, Christmas Day, New Years Day, Good Friday* and Memorial Day. For the Full-Year Employee, paid holidays shall also include New Years Eve Day and the Fourth of July.
- B. *If Good Friday is a regular school day, a paid compensatory day of the employee's choosing (with administrative approval) will be allowed.
- C. In order to be eligible for holiday pay, an employee must work the last day immediately prior to the holiday and on the first workday immediately following the holiday.

ARTICLE V: LEAVE BANK

- A. Part-Time Employees
 - a. Six (6) days shall be credited to the leave bank upon returning to work in the fall. All unused days will roll over to the next year's leave bank. These days may be used for either illness or personal business. The Employee will notify the administrator at least two (2) business days prior to the pre-planned leave of absence.
- B. Full-Time Employees
 - a. Twelve (12) days shall be credited to the leave bank upon returning to work in the fall. All unused days will roll over to the next year's leave bank. These days may be used for either illness or personal business. The Employee will notify the administrator at least two (2) business days prior to the pre-planned leave of absence.

C. Full-Year Employees

- a. Thirteen (13) days shall be credited to the leave bank upon returning to work in the fall. All unused days will roll over to the next year's leave bank. These days may be used for either illness or personal business. The Employee will notify the administrator at least two (2) business days prior to the pre-planned leave of absence.
- b.
 - i. Full-Time and Full-Year Employees whose personal illness extends beyond the period compensated under leave allowance shall be granted a leave of absence without pay for a period not to exceed one (1) year. Upon return from leave, an employee shall be assigned to the same or similar position, if available, or a substantially equivalent position. Bargaining unit members on an unpaid leave of absence shall retain accumulated seniority.
 - ii. Use of leave days may also be granted when a member of the immediate family requires the care and attendance of the employee because of a serious injury or illness. Such use of leave is to be limited to not more than thirty (30) days per year. Immediate family for this benefit means spouse, parents, parents-in-law, children, brother or sister, daughter-in-law, son-in-law, grandparents, grandchildren, or step-relatives. In extenuating circumstances, the administrator may approve use of leave days for care of any outside the "family" or "step-family".
 - iii. The Employer shall provide Worker's Compensation Insurance as provided by law.
 - iv. The Employer shall comply with the Family and Medical Leave Act as required by law.
 - v. Leave time is not intended for vacation purposes during the school year.

ARTICLE VI: FUNERAL LEAVE

- A. Part-Time Employees will be allowed two and one-half (2 ½) days (equivalent to five (5) half days) for each death in the immediate family, not to be charged to the leave bank. When two and one-half (2 ½) days is not sufficient, additional days may be used and charged to the leave bank.

- B. Full-Year and Full-Time Employees will be allowed five (5) days for each death in the immediate family, not to be charged to the leave bank. When five (5) days is not sufficient, additional days may be used and charged to the leave bank.
- C. Immediate family shall include: spouse, parents, parents-in-law, children, brother or sister, daughter-in-law, son-in-law, grandparents, grandchildren, or step-relatives. In extenuating circumstances, the administrator may approve days, not charged to the leave bank, for funerals outside the "family" or "step-family".

ARTICLE VII: REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

- A. The District reserves the right to determine when staff reduction is necessary. The District also reserves the right to institute layoffs based on the elimination of positions or through a combination of position elimination, or a reduction in work weeks, workdays, and/or work hours.
- B. In the event of job elimination or layoff, the order of reduction shall be:
 - i. Employee with least seniority;
 - ii. Competency as determined by administrator;
 - iii. Job evaluation as determined by administrator;
 - iv. Employee(s) with the most seniority will be laid off last.
 - v. The Employee will have bumping rights should a position be eliminated.
- C. Recall of Employees shall be:
 - i. The Employee with the most seniority will be the first hired back
 - ii. No new hiring will be instituted until laid off employees are rehired or have submitted written refusal of the job
 - iii. Seniority shall be defined as the Employee's first working day in the school district in the bargaining unit
 - iv. Employees on layoff shall retain accumulated seniority
 - v. The District has no obligation to post a position when an employee may be recalled to perform the work required.
- D. Seniority shall be defined as the Employee's first working day in the School District in the Bargaining Unit.
- E. An Employee shall lose his/her seniority if he/she resigns, retires, is discharged by the Board, or leaves the Bargaining Unit to take another position outside the Bargaining Unit. An Employee also loses seniority after being on layoff for twenty-four (24) months after effective date of layoff. A new seniority date would be determined if the Employee is hired or returns to a Bargaining Unit position on a later date.

- F. In the event of more than one individual Employee having the same seniority date, all individuals affected will participate in a drawing to determine position on the seniority list should layoff or recall be considered. After thirty (30) days of distribution, an employee may not object to the seniority list.

VIII: VACANCIES/NEW POSITIONS

- A. In the event of a vacancy or new position, the Superintendent shall promptly notify all employees within this agreement and within ten (10) calendar days post notice of same on a bulletin board in each school building no less than fourteen (14) calendar days before the position is filled.
- B. Clerical employees submitting an application shall be given consideration before applicants are hired from outside. In the event that more than one employee submits an application and they are equally qualified, the applicant with more seniority shall be awarded the position.
- C. The District has no obligation to post a position when an employee may be recalled to perform the work required.

ARTICLE IX: TERMINAL LEAVE

- A. Employee's who upon permanent retirement from the District and who have been employed by the District for at least ten (10) consecutive years will receive a terminal leave payment as follows:
 - i. 10-15 years \$4,000
 - ii. 16-20 years \$4,500
 - iii. 21+ years \$5,000
- B. In the event of an Employee's death while still employed by Ovid-Elsie Area Schools and having met the requirement as set forth in Article IX: A, this benefit will be paid to the Employee's beneficiary as designated in writing. If the beneficiary is not designated, the terminal benefit will be paid in accordance to Section 10 of MCL 408.480.

ARTICLE X: SNOW DAYS/OVERTIME

- A. Employees shall normally not be required to report for duty on days when school is closed due to "An Act of God". Should a closing because of conditions not within the control of school authorities require the scheduling of additional days of student instruction because previously scheduled days could not be counted, such days will be rescheduled by the Board of Education without additional compensation to insure a minimum number of instructional days and hours are provided. Rescheduled time/day(s) will be the same as teachers.

ARTICLE XI: JURY DUTY

- A. Providing that the hearing judge will not accept a request to be excused, the Employee shall be paid by the District at the daily rate of pay and the compensation paid from the court shall be submitted to the District, excluding allowance for mileage by the court.

ARTICLE XII: INSURANCE

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, and/or third-party administrator, the District shall make annual hard cap payments (or premium equivalent payments, for self-funded benefits) on the Employee's behalf (and on behalf of Employee's eligible dependents) for Major Medical, Dental, Vision, Life and LTD.

Ovid-Elsie Area School employees are given three (3) choices for Major Medical insurance:

1. BCBS \$500/\$1,000 deductible
2. BCBS \$1,300/\$2,600 deductible with HSA
3. BCBS \$2,000/\$4,000 deductible with HSA

SET SEG Dental Insurance 80/20

SET SEG Vision Insurance Ultra Vision Plan III

\$20,000 Life insurance with AD&D

Long Term Disability

- 60% of the Employees current wage
- \$5,000 maximum monthly cap
- 90 calendar days modified fill
- Social Security freeze

- A. Payroll deductions towards the insurance premium shall be done bi-weekly.
- B. In lieu of insurance, the Employee will receive \$200 monthly for one person, \$250 monthly for two people, \$300 monthly for three people, \$350 monthly for four people or more, divided equally over 26 pay periods and calculated as part of the Employee's hourly rate to be considered reportable wages in accordance to the Office of Retirement Services.
- C. If the spouse of the Employee does not cover the Employee who is not taking insurance in the future, then the Employee will be able to have insurance offered by the Employer.

The Board of Education and the Clerical Unit mutually agree to review insurance programs annually to determine better opportunities exist for the Employee and the District.

ARTICLE XIII: HOURLY RATES

Starting Wage	\$9.30
After 90 Working Days	\$13.37
Year	2015-16 Hourly Rate
Beginning with Year 2	\$14.40
3	\$14.58
4	\$14.76
5	\$14.94
6	\$15.12
7	\$15.30
8	\$15.48
9	\$15.66
10	\$15.84
11-14	\$16.31
15-20	\$16.78
21+	16.98

The Board of Education and the Clerical Unit mutually agree to review enrollment numbers, no later than July 1 annually, during this agreement to determine if a raise is to be implemented for the upcoming contract year.

2015-16: Hourly Rate Schedule Above

2016-17: Steps; 0.5% added to scale if formula is satisfied

2017-18: Steps; 0.5% added to scale if formula is satisfied

The following formula will be utilized for determining the pay scale:

$$X < Y = 0.5\%; X > Y = 0\%$$

A number ("x") will be determined by taking the audited 2015 fall student count and subtracting the actual count on the last day of school in 2016.

$$2015 \text{ Fall Count} - 2016 \text{ Actual Count} = X$$

$$\text{Student Loss between school years} = Y$$

This number will become the value to determine whether or not a raise will be implemented based on the audited 2016 Fall Count for 2016-17 and audited

2017 Fall Count for 2017-18. If the loss of students experienced by the District is less than the value of "X", a 0.5% increase shall be added to the pay scale.

Example:

<u>Fall</u>		<u>End of Year</u>		<u>Value</u>
1500	-	1450	=	50, therefore X = 50

If, student loss is less than 50 students, 0.5% added. If the student loss is greater than 50 students, then no increase.

Actual loss of students (Y) based on Fall Count = 35

Therefore, actual loss of students is less than the predetermined value so in this case a 0.5% increase would be implemented.

$$35 < 50 = 0.5\%$$

Repeat steps of formula for 2017-18.

ARTICLE XIV: DURATION OF AGREEMENT

- A. This Agreement shall be effective September 1, 2015 and continue in effect until August 31, 2018.
- B. Employees will be provided a copy of the Master Agreement within thirty (30) days of ratification.
- C. The Employer and Employees shall initiate negotiations on or before April 1, 2018, for the purpose of entering into a successor Agreement for the forthcoming year.

ARTICLE XV: GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A grievance should be an alleged violation of the interpretation or meaning of expressed terms of this contract.
 - 2. A representative, if so desired may accompany any Employee or group of Employees who have a complaint or grievance.
 - 3. Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered withdrawn by the Employee. If the Board neglects or fails to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance may then be processed to the next higher step in the procedure.

B. Contents of Written Grievance(s)

1. They shall be signed by the grievant.
2. They shall contain the date when, to the best of the grievant's knowledge, the violation first occurred.
3. They shall contain a brief synopsis of the facts giving rise to the alleged violation and cite the section or subsection of the contract alleged to have been violated.
4. They shall specify the relief requested.

C. Grievance Process (Steps)

1. From the date of the alleged violation of the contract provisions, the grievant must within five (5) working days, discuss the alleged grievance with their immediate supervisor, in an attempt to resolve the complaint.
2. The immediate supervisor shall give a verbal reply to the grievant within three (3) working days from the date the grievance was brought to him/her by the grievant. If the supervisor's verbal response is not satisfactory, within three (3) working days of the receipt of the verbal response, the grievant shall reduce the grievance to writing and present the written response to the supervisor.
3. The supervisor shall provide his/her written response to the grievant within four (4) working days of the receipt of the written grievance. The grievant shall within three (3) working days of the supervisor's Step 2 reply, providing such reply is unsatisfactory, appeal the grievance to the Employee's Grievance Committee.
4. The Grievance Committee shall within ten (10) working days of the grievance appeal, meet to discuss and investigate the grievance and then either appeal the grievance to the Superintendent of Schools or advise the grievant of the reason(s) for not appealing the grievance further.
5. If the grievance is appealed to the Superintendent, the Superintendent shall within ten (10) working days upon receipt of the grievance, set a meeting with the grievant and Grievance Committee to hear the grievance. The Superintendent shall then render a written reply to the grievance within five (5) working days of the meeting.
6. If not satisfied with the Superintendent's reply to the grievance, the grievant shall within ten (10) working days of the receipt of the Superintendent's reply, advise the Superintendent of its intent to

appeal the grievance to the Michigan Relations Commission (MERC) Mediation Services.

7. If the grievance is not resolved in Step 6 within seven (7) working days of the mediation meeting, the grievance may be referred to the Board of Education. Grievances appealed to the Board of Education must be received at least seven (7) working days prior to a scheduled Board meeting.

ARTICLE XVI: CLERICAL EVALUATIONS

- A. The administrator in charge of the specified area shall evaluate each secretary not less than annually.
- B. The evaluation is to be completed prior to May 31 using the Personnel Appraisal Form (attached).

ARTICLE XVII: EMERGENCY MANAGER CLAUSE

An Emergency Manager appointed under the Local Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

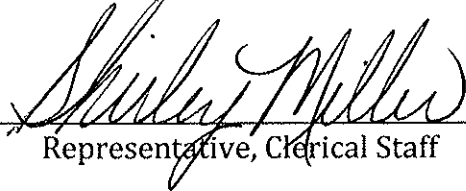
ADDENDUM A: SENIORITY LIST

CLERICAL STAFF – SENIORITY LIST

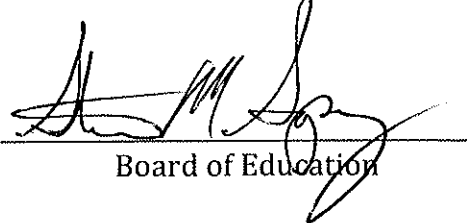
Shirley Miller	August 14, 1995
Carla Perrien	August 12, 1996
Teresa Russell	August 20, 2001
Valorie Zemla	August 15, 2011
Barb Ritenburg	August 15, 2011
Sue Horak	August 26, 2011
Chris Zehr	September 2, 2014

ADDENDUM B: AGREEMENT SIGNATURES

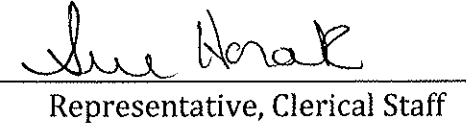
IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.



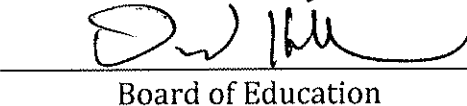
Representative, Clerical Staff



Board of Education




Representative, Clerical Staff



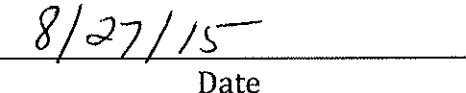
Board of Education



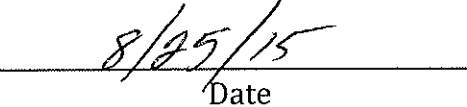
Veresa Russell



Superintendent



Date



Date

ADDENDUM C: PERSONNEL APPRAISAL FORM

Name: _____ Date: _____

School/Building _____

No. of Years in this Assignment: _____

		Below Average	Average	Above Average	Not Average
	<u>Applicable</u>				
I.	<u>Personal Relationships:</u>				
a.	Cooperation with Principal	_____	_____	_____	_____
b.	Rapport with the students, teaching staff and other employees.	_____	_____	_____	_____
c.	Appropriate dress.	_____	_____	_____	_____
d.	Participation in a reasonable number of in-service meetings.	_____	_____	_____	_____
e.	Public Relations	_____	_____	_____	_____
f.	Understanding and cooperation with rules and regulations as set forth by the building principal.	_____	_____	_____	_____
II.	<u>Work Performance:</u>				
a.	Develops respect by example in appearance, manners, behavior, language and interest.	_____	_____	_____	_____
b.	Supervision of assigned activities.	_____	_____	_____	_____
c.	Is well-versed and knowledgeable in matters pertaining to his/her work.	_____	_____	_____	_____
d.	Has individual and group discipline control.	_____	_____	_____	_____
e.	Helps other peers become better employees.	_____	_____	_____	_____
f.	Is fair, understanding, tolerant, sympathetic and patient with students.	_____	_____	_____	_____

- g. Is innovative using new ideas. _____
- h. Is prompt in meeting work schedule. _____
- i. Has necessary skills to perform assigned work. _____

III. Related Responsibilities:

- a. Care of equipment and facilities. _____
- b. Is cooperative in sharing the use of facilities. _____
- c. Understands place in the line of authority in relationship to:
 - 1. Principal _____
 - 2. Teachers _____
 - 3. Secretary _____
- d. Shows self-control and poise in all areas related to his/her responsibilities. _____
- e. Displays enthusiasm and vitality in assignment. _____
- f. Keeps principal informed about unusual events within the school day. _____

IV. **Suggested Recommendations In Areas Needed To Be Improved:**

V. Comments:

Check One: To be recommended for continued assignment
 To be recommended for reassignment, provided an understanding can be reached in areas where improvement is suggested.
 Not to be recommended for reassignment.

Evaluator's Signature

Employee Signature*

*The signature of the employee does not necessarily indicate agreement with the appraisal on the preceding pages, but indicates he/she has seen it. The employee may attach a memo explaining his/her disagreement regarding any aspect of this evaluation.