

Master Agreement

between

***Clio Area Schools
Board of Education***

and

***Clio Office
Personnel Association***

2013-2016

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AGREEMENT

This Agreement entered into this June 23, 2015, by and between the Clio Board of Education, hereinafter referred to as the "Board" and Clio Office personnel Association MEA/NEA, hereinafter referred to as the "Union and/or Association"

ARTICLE I

Recognition

The Board hereby recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit described as follows: All secretaries and clerks, excluding office and clerical employees assigned to the Central Administration offices, Bus Service Center and supervisors as defined by the Michigan Employment Relations Commission.

- A. A regular, full-time employee is one who is employed at least six (6) hours per day for the regularly scheduled work year.
- B. A regular, part-time employee is one who is employed a specific number of hours each week for the regularly scheduled work year, but less than thirty (30) hours per week.
- C. A probationary employee is one who is employed to fill a regular full, or regular part-time position, but is considered to be on probation for the first ninety (90) working days of the employment, according to Article 5, paragraph D.
- D. A substitute employee is one who is employed to fill a regular full, or regular part-time position on a *per-diem* basis in the absence of the regular employee.
- E. A temporary employee is one who is employed to temporarily fill a regular position for less than ninety (90) days, according to Article 6, paragraph C.

ARTICLE II

Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, Flint Area School Employees Credit Union, savings bonds, United Way, or any other plans or programs approved by the Board.

ARTICLE III

Rights

A. **Association Rights**

1. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the bargaining unit shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted and lawful activities for mutual aid and protection.
2. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may collect the established charge thereof. No charge shall be made for use of school rooms before the commencement of the school day, nor for a reasonable time after school hours. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable time, provided that this shall not interfere with or disrupt normal school operation.
3. The Association shall have the right to use school facilities, materials and equipment, including clerical and audio-visual equipment, at reasonable times, when such equipment is not otherwise in use, with the permission of the Administration.
4. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards, at least one of which shall be provided in each school building.
5. After having received a written request from the President of the Association or her designee, the Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District, and such other information which may be necessary for the Association to develop accurate proposals for bargaining and to process any grievance.
6. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, and/or physical impairment.

B. **Board Rights**

1. The Board, on its own behalf and on behalf of the electors of the Clio School District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the School Code and the laws of the State, the Constitution of the State of Michigan and/or the United States. Such rights and duties, *etc.*, shall include but not be limited to, the right to:
 - a. Manage and control its business, its equipment, and its operations of the entire school system.
 - b. Continue its rights, policies, and practices of assignment and direction of the personnel and schedule all of the foregoing.
 - c. Determine the services, supplies and equipment necessary to continue its operation and to determine methods and means of distributing the above.
2. The Board shall continue to have the right to establish, modify or change any condition except those covered by provisions of this Master Agreement.

ARTICLE IV

Working Hours

- A. Employees will be given their schedules (Appendix D Calendar) by the end of the first semester of the previous work year if available. However, if the district's needs change, hours or days may be increased or decreased. Before hours or days are decreased on a permanent basis, the Administration shall meet with the Union to discuss the reasons. If hours or days are increased, employees will be paid for the increased hours or days.
- B. Each full-time employee working six (6) hours or more shall be entitled to have two (2) fifteen (15) minute breaks. Each part-time employee, working more than three (3) hours, shall be entitled to have one (1) fifteen (15) minute break. An employee working seven (7) or more hours shall also be entitled to a thirty (30) minute, duty-free lunch period.
- C. Employees who are requested to work beyond their scheduled time shall be compensated at the current hourly rate up to forty (40) hours, or granted compensatory time. For time worked in excess of a forty (40) hour week, the employee will be entitled to time-and-one-half, or compensatory time, as agreed to between the employee and his/her supervisor.

ARTICLE V

Working Conditions

- A. Employees shall cooperate with the faculty in creating an atmosphere conducive to good working conditions for both employees and students
- B. Employees are expected to give two (2) weeks or more notice when leaving the employment of the school.
- C.
 - 1. No employee shall be disciplined, suspended or discharged for reasons without just cause.
 - 2. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated the disciplinary action, and all written disciplinary action will be documented as such.
 - 3. It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members.
 - a. Verbal warning
 - b. Written warning
 - c. Written reprimand
 - d. Suspension with pay
 - e. Suspension without pay
 - f. Dismissal for just cause only.
 - 4. The progressive steps may be altered, dependent upon the seriousness of the nature of the incident.
 - 5. Any employee has the right to representation for any disciplinary matter.

6. In the event any employee shall be suspended or discharged from employment and believes he/she has been unjustly treated, such suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure, except that probationary employees may be terminated at any time without recourse to the grievance procedure.
 7. Serious or frequent complaints made against an employee by any parent, student or other person, will be promptly called to the attention of the employee. Any complaint regarding dishonesty or moral turpitude will be brought to the employee's attention promptly.
 8. Any complaint significant enough to be investigated by the District will be submitted in writing by the complainant, on the District complaint form. Said complaint will be investigated promptly by the District. If no disciplinary action is taken, the complaint will be removed from all District records no later than one (1) week from the date of the complaint.
 9. No polygraph or lie detector device shall be used by the school district in any investigation of any employee.
- D. New hires shall be considered probationary employees until they have completed ninety (90) working days.
- E. The Board shall save harmless employees from liability as long as negligence is not involved while administering first aid or medicine, provided the employee was following the rules and regulations set down by the Board. The Board shall supply each employee with a copy of District rules and regulations regarding first aid and administering of medication set forth by the Board and provide changes and updates as they may occur. Each employee will be given this information at the beginning of each school year upon employee request.
- F. The Board and secretaries recognize that, although specific description of proper dress may vary according to secretarial assignment circumstances, the wearing of jeans and "T" shirts, or other attire of similar informality are not generally appropriate for secretarial assignment.
- G. If an association member is requested to work additional time beyond his/her normal workday (hours), the employee will be able to flex his/her schedule if approved by his/her immediate supervisor.

ARTICLE VI

Vacancies, Transfers and Promotions

- A. A vacancy shall be defined as a position which is unfilled because it is newly created or because the individual who previously held the position has terminated employment in the bargaining unit by resignation, retirement, death, or is on any other leaves as defined in Article IX, H, or has transferred to another position either within or outside the bargaining unit. Whenever a vacancy occurs in any of the classifications, a written notice of such position shall be sent to the Association President and to each building and posted for ten (10) working days, regardless of whether school is in session or not, before such position is filled on a permanent basis. The Board agrees to interview internal candidates based upon demonstrated ability to do the work, as evidenced by their recent evaluation, before seeking any external candidate for the position. Any finalist candidate selected from the unit must be recommended for hire based on the sole discretion of the administrator seeking to fill a secretarial post under their direct supervision.
- B. Promotions will be effective the first day of permanent assignment to the new job and the annual raise shall start from that date. When moving to a new classification, the employee's new classification wages shall be in the same year of seniority as the employee's previous classification

- C. When a position is going to be temporarily vacant, under ninety (90) days, it shall be filled at the discretion of the Administration. For vacancies over ninety (90) days, paragraph "A" shall be followed. Days shall mean working days when referred to in this Agreement, unless otherwise indicated.
- D. In a reduction of staff, the District will reduce staff according to the lowest seniority and most recent evaluation. If there is a tie, the employee with the least seniority will be laid off and the re-call provision will be implemented according to their order of recall rights as outlined in this agreement. Employees whose positions have been eliminated or who have been affected by a lay-off shall have the right to bump into any lateral or lower classifications for which they are qualified, subject to seniority and most recent evaluation. Lay-offs in classification II will be on the basis of seniority, and most recent evaluation. Recalls shall be in the reverse order of lay-off within classification, provided the employee has the ability to perform the required work.
- E. Seniority shall be defined as continuous length of service in a bargaining unit position commencing from either the date of hire by the Board of Education or the first day an employee begins work in a position (whichever comes first) to which he/she is subsequently employed by the Board, providing such employment has been continuous. Employees on an unpaid leave of absence shall not accrue seniority. Their seniority shall be frozen for the duration of the unpaid leave. Anyone on a childcare leave (see Article IX, paragraph D), disability leave, or lay-off (see Article IX, paragraph E) shall continue to accrue seniority. An employee on lay-off will accrue seniority up to a maximum of two years. A lottery will be used to determine seniority for those with identical hire dates. Any bargaining unit member who is on lay-off for a period of time that exceeds one (1) year more than the total years worked in the bargaining unit will lose all seniority and recall rights.
- F. The District shall provide a seniority list to the Association and to each member of the bargaining unit by October 1st annually. The Association and its members shall have thirty (30) days after receipt of the list each year to challenge the accuracy of the list. Otherwise, the list is accepted until the new list is published. The list shall record the employee's name, date of hire, and the amount of seniority

ARTICLE VII

Grievance Procedure

- A. Definition - A grievance is defined as an alleged misinterpretation, misapplication or inconsistent application of a specific provision of this Agreement. Any alleged violation for which another forum is provided shall not constitute a grievance if the employee elects the other forum at any time, such as Civil Rights, E.E.O.C., F.E.P.C., or M.E.R.C.
- B. As used in this Article, the term "employee" may mean a group of employees having the same grievance.
- C. Employees may present any grievance with the full assurance that such presentation will in no way prejudice their standing or status with the school system.
- D. The term "days," when used in this Article shall mean Monday through Friday, except for holidays that may fall during the period.
- E. The Board or the Union may designate a representative other than those specified to handle grievances at any step of this procedure.

- F. The following matter shall not be the basis of any grievance filed under the procedure outlined in this Article: The termination of services or failure to reemploy any probationary employee.
- G. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.

H. Procedure

1. An employee who feels he/she has a grievance must take the matter up verbally with his/ her supervisor or request that the Union discuss the grievance with the employee's supervisor within ten (10) working days following the employee's awareness of the act or condition which is the basis of his/her grievance, who will attempt to resolve it with him/her.
2. If this fails to resolve the grievance, the employee and/or the Union shall reduce the grievance to writing and present it to the employee's supervisor within five (5) working days of receipt of the written grievance, the supervisor shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. Such conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the employee.

If the employee or the Union does not appear at such conference, said grievance shall be considered settled. If the supervisor or his/her representative does not appear at this conference, the grievance shall be sent to the Superintendent's designee.

3. Within five (5) working days after such conference, the supervisor shall answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the supervisor's decision shall be final.
4. If the employee does not accept the supervisor's written answer, the grievance may be appealed to the Executive Director of Personnel by sending notice in writing to him within five (5) working days from the date of the supervisor's written decision.
5. Within five (5) working days of receipt of the written grievance, the Executive Director of Personnel shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. Such conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the employee. If the employee of the Union does not appear at such conference, said grievance shall be considered settled. If the Executive Director of Personnel or his representative does not appear at this conference, the grievance shall be sent to the Superintendent.
6. Within five (5) working days after such conference, the Executive Director of Personnel shall answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the Executive Director of Personnel's decision will be final.
7. If the employee does not accept the Executive Director of Personnel's written answer, the grievance may be appealed to the Superintendent by sending notice in writing to him/her within five (5) working days from the date of the Executive Director of Personnel's written decision.
8. Within five (5) working days of receipt of the written appeal, the Superintendent will arrange for a conference with the view of satisfactorily resolving the grievance. Such conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the employee. If the employee or the Union does not appear at such conference, said grievance shall be considered settled. If the Superintendent or his representative does not appear at this grievance, the grievance shall be sent to the Board.
9. Within five (5) working days after such conference, the Superintendent shall answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) working days from receipt of such answer, the Superintendent's decision shall be final.

10. If the employee is not satisfied with the disposition of the grievance by the Superintendent, the grievance shall be transmitted to the Board of Education by filing a written copy thereof with the Secretary, or other designee of the Board, within five (5) working days of the Superintendent's answer. A committee, designated by the Board of Education, not later than the Board's next regular meeting, or two (2) calendar weeks, whichever shall be most convenient to the committee, may hold a hearing on the grievance, review such grievance in executive session, or give such consideration as it shall deem appropriate. A copy of the Board's disposition shall be furnished to the unit chairman and the local President within ten (10) working days following such decision.
11. Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of the decision.
12. a) Within the ten (10) working days referred to above in Paragraph 11, the party choosing to arbitrate must give written notice to the other party, setting forth the nature of the grievance to the arbitrator and file a demand for arbitration with the American Arbitration Association.
b) The rules of the American Arbitration Association shall govern the proceedings.
13. This agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function purpose of the arbitration is to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/she consider his/her function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

The arbitrator shall not give any decision, which in practice or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify or result in which is in effect a modification, whether by addition or deletion, of written terms of this Agreement. The arbitrator has no obligation or function to render decision or not to render decision merely because in his/her opinion such decision is fair or equitable or because in his/her opinion it is unfair or inequitable.

14. If either party shall claim before the arbitrator that a particular grievance fails to meet the test of arbitrability, as the same are set forth in this Article, the arbitrator shall proceed to decide such issue before proceeding to hear the case on its merits. The arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the arbitrator determines that such grievance fails to meet said test of arbitration, the arbitrator shall refer the case back to the parties without a recommendation on the merits.
15. Unless expressly agreed to by the parties in writing, the arbitrator is limited to hearing one grievance, including its arbitrability, at any one hearing upon its merits. A separate arbitrator shall be selected for each issue appealed to arbitration.
16. The arbitrator may make such investigation as he/she deems proper and may, at his/her option, hold a public hearing and examine all such witnesses and make a record of all said proceedings. Within thirty (30) days after the close of the hearing, or the date established for filing post-hearing briefs, if so desired by either party, the arbitrator shall issue his/her decision which shall be final and binding.
17. The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE VIII

Fringe Benefits

- A. Effective immediately upon date of hire, employees who work five (5) or more hours per day on a regular basis shall be eligible for the fringe benefits set forth in this Agreement.
- B. The Board shall provide eligible employees with health, dental and vision insurance coverage. Employees who are assigned on a regular basis to work six (6) hours or more per day shall qualify for benefits for health, dental and vision insurance paid for by the Board subject to applicable limits provided by the Department of Education. Employees who leave the employment of the Board shall lose all fringe benefits as of their last month worked. The Board shall continue to pay insurance premiums for three (3) full months when an employee is on disability leave.

Employees who are on an approved, unpaid leave of absence shall not be entitled to Board-paid benefits. However, these employees may elect to continue the health, vision, dental, and life insurance by making arrangements through the Business Manager's office on the basis that the employee pays the premium prior to the due date and that the arrangement is approved by the carrier. Those employees who are eligible for fringe benefits shall receive either:

Plan A

The District shall provide each eligible employee with medical, dental, and vision insurance. Life insurance and LTD insurance will also be provided. The following LOA outlines the current plan and level of coverage.

Clio Area School District
-and-
Clio Office Personnel Association MEA/NEA
LETTER OF UNDERSTANDING
Insurance Plans

THIS LETTER OF UNDERSTANDING is entered into on January 31, 2014 by and between **Clio Area School District** ("Employer") and **Clio Office Personnel Association MEA/NEA** ("COPA").

RECITALS

1. The Employer and the COPA entered into a Collective Bargaining Agreement ("CBA") which was effective on July 1, 2012, and expired on June 30, 2013.
2. The parties are currently engaged in negotiations for a successor CBA.
3. The parties have reached a common understanding regarding insurance plans and benefits covering bargaining unit members.
4. The COPA wishes to reflect its assent to the understanding and its intent to incorporate those terms into its successor CBA with the Employer.

NOW THEREFORE, it is agreed as follows:


1. The parties agree to accept the attached provisions governing insurance plans (**Exhibit 1**), and agree that such provisions will become effective and constitute amendments to the CBA between the parties. Furthermore, the attached provisions covering insurance plans

shall be incorporated into the successor CBA which is negotiated between the parties after the date of this *Letter of Understanding* upon its ratification by the parties.

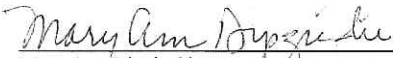
2. This *Letter of Understanding* is effective upon its ratification by the parties, and will expire on the date of a successor CBA.


IN WITNESS WHEREOF, this Agreement was executed as of the day and year first above written.


**Clio Office Personnel Association
MEA/NEA**


By: Myra Bunker
Its: President

Clio Area School District


Mary Ann Dipzinski
Clio Board of Education, President


James Tenbusch, Ph.D. 1-31-14
Superintendent


Kendall B. Williams, Esq.
Chief Negotiator

Dated: 1-31-14

Dated: 1-31-2014

ARTICLE VIII
Fringe Benefits

A. Effective immediately upon date of hire, Employees who work on average, thirty (30) hours or more per week shall be eligible for the fringe benefits set forth in this Agreement.

B. Health Insurance

1. The Board shall make available to all eligible bargaining unit members the following health insurance plans (or equivalent).

	<u>OPTION A</u>	<u>OPTION B</u>
	MESSA ABC Plan 1	MESSA CHOICES
IN Deductible	\$1,250/\$2,500	\$500/\$1,000
OON Deductible	\$2,500/\$5,000	\$1,000/\$2,000

2. Employer Contributions. The Board will make contributions to the health insurance plan premiums as provided in this section:

a. OPTION A – MESSA ABC Plan 1:

- (i) From March 1, 2014 through June 30, 2014, the Employer will contribute the monthly premium amount for each eligible Employee who chooses Option A. Additionally, the Employer will fund a Health Savings Account (HSA) for each eligible Employee in the following total prorated annual amounts: \$500/\$750/\$1,000 for Single/Double/Family plans, respectively.
- (ii) From July 1, 2014 through June 30, 2015, the Employer will contribute the 2014 hard cap amounts, as prescribed by MCL 15.563, to such insurance premiums, and the balance, if any, toward funding the HSA not to exceed \$500/\$750/\$1,000 for Single/Double/Family plans, respectively.
- (iii) From July 1, 2015 through June 30, 2016, the Employer will contribute the 2015 hard cap amounts, as prescribed by MCL 15.563, to such insurance premiums, and the balance, if any, toward funding the HSA not to exceed \$500/\$750/\$1,000 for Single/Double/Family plans, respectively.

Exhibit I

- (iv) From July 1, 2016 through June 30, 2017, the Employer will contribute the 2016 hard cap amounts, as prescribed by MCL 15.563, to such insurance premiums, and the balance, if any, toward funding the HSA not to exceed \$500/\$750/\$1,000 for Single/Double/Family plans, respectively.
 - (v) All hard cap amounts apply per Employee depending on the coverage selected, and not an aggregate of the hard cap amounts for all bargaining unit Employees.
- b. **OPTION B – MESSA CHOICES:**
- (i) From March 1, 2014 through June 30, 2014, the Employer will contribute the following amounts toward monthly premiums for each Employee who chooses Option B: \$444.85/\$967.79/\$1,209.53 for Single/Double/Family coverage, respectively.
 - (ii) From July 1, 2014 through June 30, 2015, the Employer will contribute the 2014 hard cap amounts, as prescribed by MCL 15.563 toward the insurance premium.
 - (iii) From July 1, 2015 through June 30, 2016, the Employer will contribute the 2015 hard cap amounts, as prescribed by MCL 15.563 toward the insurance premium.
 - (iv) From July 1, 2016 through June 30, 2017, the Employer will contribute the 2016 hard cap amounts, as prescribed by MCL 15.563 toward the insurance premium.
 - (v) All hard cap amounts apply per Employee depending on the coverage selected, and not the aggregate of the hard cap amounts for all bargaining unit Employees.
3. The Board will pay toward such health insurance benefit, including any contributions made by the Board to a health savings account for Employees, no more than the annual payment limits permitted for each coverage category (single, two-person, and family) as may be adjusted by the state Treasurer pursuant to Section 3 of the Publicly Funded Health Insurance Contribution Act, MCL 15.563, as set forth in Section 2, or the premium amount for the selected coverage, whichever is less.
4. Employees will pay premium contributions, if any, through payroll deductions, which will be taken in equal installments. Employees will be required to comply with applicable insurance policies and regulations.

5. During the term of this Agreement, the parties may, at any time, mutually agree to change the health insurance plans offered, which are not equivalent, to bargaining unit members.
- C. The Board may bid the specifications for Dental, LTD, Vision, and Life Insurance. The Board will pay the premium for the following fringe benefit plans:
1. Long Term Disability: 70%, \$5,000 maximum, 90 calendar days, freeze on offsets, mental/nervous - 2 years, 3 month survivor benefit.
 2. Life Insurance
 - a. Employees who select Health Insurance: \$25,000 (AD/D) plus \$5,000 (AD/D) in the health plan.
 - b. Employees who do not select Health Insurance: \$30,000 (AD/D).
 3. Vision insurance: same as administrators.
 4. Dental insurance: same as administrators.
- D. Eligible Employees who do not select Health Insurance shall receive a cash option in lieu of health insurance.
1. The amount of the cash payment received may be applied by the bargaining unit member to a tax- deferred annuity. The cash payment amount shall be paid monthly into the Board approved carrier of the member's choice. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.
 2. The Board and the Employee shall be responsible for paying their respective FICA taxes on the cash payment amount applied to a tax-deferred annuity.
 3. Cash Option Amount: \$225 per month (\$2,700 yearly max).
- E. The Board shall develop and implement a qualified document which complies with Section 125 of the Internal Revenue Code (the "Plan"). Should the parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan document shall be amended to reflect these changes.
- F. All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.
- G. Employees who leave the employment of the Board shall lose all fringe benefits as of their last month worked. The Board shall continue to contribute to insurance premiums for three (3) full months when an Employee is on disability leave.

Exhibit 1

- H. Employees who are on an approved, unpaid leave of absence shall not be entitled to Board contributions toward insurance. However, these Employees may elect to continue the health, vision, dental, and life insurance by making arrangements through the Business Manager's office on the basis that the Employee pays the premium prior to the due date and that the arrangement is approved by the carrier.
- I. Holiday Pay – Employees shall receive their regular rate of pay for their normal work hours for the following holidays, if they meet all other eligibility requirements. The paid holidays are as follows: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day. To be eligible for holiday pay, in addition to the eligibility requirements set forth elsewhere, the holiday must fall during the Employee's work year and the Employee must have worked the last scheduled work day prior to, and the first scheduled work day following, said holiday or the Employee must be on a paid day off from work, such as a paid personal sick day, a paid personal business day, a paid vacation day, or a paid jury duty day. Worker's Compensation days are excluded from this provision.
- J. Vacation – Employees who are normally scheduled to work year-round shall receive five (5) paid vacation days after one year of employment, ten (10) paid vacation days for two (2) to five (5) years, fifteen (15) paid vacation days for five (5) years to twenty (20) years, and twenty (20) paid vacation days after 20 years of employment. Employees who are not scheduled to work year-round shall receive one (1) day of paid vacation for each five (5) additional days of work beyond their normal work year. The Administration has the prerogative to alter the normal work schedule, as it deems necessary. No more than one (1) vacation day per week may be taken during the first two (2) weeks of the school year. Full time district seniority date will be used to determine the amount of vacation.

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- C. Each building secretary will receive a stipend commensurate with the cost of health care increase for the 2014/2015 school year, which shall immediately compensate the District for mandatory contribution obligations.

ARTICLE IX

Leaves

An employee may request a leave under the Family Medical Leave Act. Details for taking this leave will be printed in each building staff handbook and posted in each building lounge. Details may also be obtained from the business office or at the government web site, www.dol.gov/dol/esa/fmla.htm.

FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees.

Unpaid leave must be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

For additional information contact the Business Office or the U. S. Government, Department of Labor, Wage and Hour Division.

- A. Sick leave shall be credited annually to each employee on the first day of his/her employment year as follows:
1. Ten (10) days for employees in Classifications I and II
 2. Eleven (11) days for employees in Classifications III and IV
 3. Twelve (12) days for employees in Classification V
- B. Sick leave chargeable against accrued time may be taken for the following reasons:
1. Personal Illness or Disability:
The employee may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth, adoption (maximum of 10 days following adoption of child) and the complications of pregnancy.
 2. Serious illness or medical care of the spouse, child, or other dependent which requires the presence of the employee in order to provide the necessary care; or critical illness of the spouse, child, parents, or parents-in-law. Except in the case of a child, spouse, or parent, the amount of paid sick leave that can be used is limited to thirty (30) days. Unused sick days may accumulate from year to year without limitation.
- C. Four (4) of the above sick days in any one year may be used for personal business. The specific reasons must be given, in writing, if requested by the employee's administrative supervisor. The business days must be approved in advance by the Superintendent or the Executive Director of Personnel. Generally, personal business days will not be allowed prior to any holiday or recess period or immediately following those periods. (These days may be used for religious holidays).

- D. Child Care – Any seniority employee may request a child care leave for up to twelve (12) months. The request shall set forth the beginning and ending date of the leave. By mutual agreement between the employee and the Administration, the beginning or ending dates may be changed. The request for leave must be made at least thirty (30) days prior to the expected starting date of the leave. Seniority benefits will accrue for the length of the leave. (No wage or fringe benefits will be paid or accrued during the leave.) However, an employee may continue fringe benefits by paying premiums where this is allowed by the insurance carrier. The employee must notify the Administration at least thirty (30) days prior to the expiration date of the leave of his/her intent to return from the leave. The employee will be returned to the same or similar position.
- E. Disability Leave – Any employee who has exhausted all paid sick leave may apply for an unpaid leave of absence for the duration of his/her disability, up to one (1) year. The employee may request an extension after one (1) year. While on disability leave, no benefits or wages will be paid or accrue, except as provided in Article VIII, paragraph B. However, an employee may continue fringe benefits by paying monthly premiums where allowed by the insurance carrier. The employee will be returned to the same or similar position.
- F. Jury Duty – When an employee is called for jury duty service, he/she shall give his/her immediate supervisor proper notice and the Board will reimburse him/her for the difference between his/her regular pay and the amount he/she received for court services up to a limit of sixty (60) days per calendar year.
- G. Military Leave – Military leave shall be as required by the law.
- H. Leaves of Absence – Leave of absence without pay may be granted at the discretion of the Board. The employee will return to the employee's same position if the leave is for a period of one (1) year or less. Employees with leaves longer than one year will be returned to the same or similar position.
- I. Act of God Days – Those employees required to work on Act of God days will receive compensatory time for an amount of hours equal to those actually worked. All employees shall receive their usual salary compensation. If these Act of God days need to be made up in order to fully participate in State Aid, they may be made up by adding them to the regularly scheduled work year. Those additional days will be made up without compensation, except for Classification V secretaries, who will receive pay for these days.
- J. Bereavement leave – An employee is entitled up to a maximum of five (5) days per death of the following: spouse, children, step-children, mother, father, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and siblings. These days shall not be deducted from the sick day allowance. Bereavement leave must be used at the time of the funeral service or memorial service if held at a later date.
- K. Return from Leave – Upon return from a leave of absence, the bargaining unit member shall return to the same, previously held position. If the position has been eliminated, the bargaining unit member shall be offered an available position comparable to the previously held position. If no position is available, the bargaining unit member shall be returned to a position, pursuant to the procedures outlined in Article VI, paragraph D.

ARTICLE X

Evaluation

The Board and the Association agree that the primary function of evaluation is the improvement of job performance. To that end, the parties agree to the following process:

1. The evaluations shall be conducted by the supervisor to whom the employee is assigned. The person conducting the evaluation shall be knowledgeable about the duties of the person being evaluated and shall not be a member of the bargaining unit.
2. All evaluations shall be completed on the form labeled "Appendix E."
3. Evaluations of regular employees may take place at least once annually.
4. All monitoring or observation of the work of an employee shall be conducted openly and with full knowledge of the employee.
5. When an evaluation has been completed, the supervisor shall meet with the employee to discuss same within ten (10) days.
6. A copy of the written evaluation will be placed in the employee's personnel file. It shall be signed by both the evaluator and the employee. The signature of the employee does not imply agreement with the evaluation.
7. Employees shall have the right, upon request, to review the contents of their personnel file.

ARTICLE XI

Negotiation Procedures

- A. Negotiations on a new Agreement will begin not less than sixty (60) days prior to the expiration date of this Agreement.
- B. If Mediation or Fact-finding meetings are scheduled during the working day, an employee representing the union shall be released from regular duties without loss of salary.
- C. The Board shall provide a copy of this Agreement to each member of the unit and ten (10) copies to the Union President within thirty (30) days after ratification.

ARTICLE XII
Duration of Agreement

- A. This Agreement will be in effect from July 1, 2013 through June 30, 2016
- B. This Agreement supersedes any existing policy with which it conflicts.

CLIO AREA SCHOOLS
BOARD OF EDUCATION

CLIO OFFICE PERSONNEL
ASSOCIATION MEA/NEA

Mary A. Dipzinski
President

Myra Bunker
President

Stephen A. Nordstrom
Secretary

S. Williams
Secretary

6/23/15
Date

MEA Representative

6/23/15
Date

APPENDIX A

WAGES

2013-2014, 2014-2015, 2015-2016

<u>CLASSIFICATION:</u>	I	II	III	IV	V
1 st Year	\$19,834	\$20,142	\$24,597	\$25,611	\$30,392
2 nd Year	\$20,409	\$20,717	\$25,172	\$26,186	\$30,967
3 rd Year	\$20,984	\$21,292	\$25,747	\$26,761	\$31,542

Work experience in the District or out of the District will be evaluated to determine placement on the above salary schedule by step and classification. Personnel who, because of job reclassification would have to have a salary reduction would be grandfathered and would remain at their present salary until they could move into a higher classification, or until their classification would allow them a raise.

The hourly rate will be determined by dividing the yearly salary by the employee's yearly hours as listed in Appendix C. If an employee's yearly hours are changed, Appendix A will be changed accordingly.

Employees agree that there will be no increase in salary for the 2013-2014, 2014-2015, and 2015-2016 school years. Increased salary for years of service ("steps") will be honored.

APPENDIX B

LONGEVITY

Those employees with the required number of continuous years as support staff in the Clio system at the end of their work year shall receive in their last payroll check in June, longevity pay as set forth below:

CATEGORY

- | | | |
|----|-------------|-------|
| 1. | 11-15 Years | \$500 |
| 2. | 16-20 Years | \$550 |
| 3. | 21-25 Years | \$600 |
| 4. | 26+ Years | \$650 |

An employee who leaves the employ of the school district before the end of his/her regularly scheduled work year would not receive longevity pay for that year.

Perfect Attendance

Any Bargaining Unit Member who does not use any sick leave, business days, or have any deduct days shall receive the following stipend at the end of each work year:

\$700.00

APPENDIX C

CLASSIFICATIONS

CLASSIFICATION I: High School Office Clerk, High School and Middle School Attendance Clerk

*Normal Work Year	Teacher Work Year	7 hours per day	186
	9 Holidays	7 hours per day	<u>9</u>
	(Yearly Hours -1,365)		195

CLASSIFICATION II: Elementary Library Clerks, High School and Middle School Library Clerks

*Normal Work Year	Teacher Work Year	7 hours per day	186
	Additional days determined by principal		
		7 hours per day	2
	9 Holidays	7 hours per day	<u>9</u>
	(Yearly Hours -1,379)		197

CLASSIFICATION III: High School Guidance, High School Assistant Principal, High School Child Accounting, Athletic Director, Middle School Guidance, Middle School Assistant Principal

*Normal Work Year	Teacher Work Year	7½ hours per day	186
	Additional days determined by principal		
		7 hours per day	15
	9 Holidays	7½ hours per day	<u>9</u>
	(Yearly Hours -1,567.5)		210

CLASSIFICATION IV: Elementary Principals' Secretaries

*Normal Work Year	Teacher Work Year	7½ hours per day	186
	Additional days determined by principal		
		7 hours per day	15
	9 Holidays	7½ hours per day	<u>9</u>
	(Yearly Hours -1,567.5)		210

CLASSIFICATION V: High School and Middle School Principals' Secretaries

*Normal Work Year	Teacher Work Year	7½ hours per day	186
	Additional days determined by principal		
		7 hours per day	54
	9 Holidays	7½ hours per day	9
	1 Holiday	7 hours per day	<u>1</u>
	(Yearly Hours -1,847.5)		250

*Hours are subject to change as per Article IV, A.

If, during the life of this Agreement, the "teacher work year" increases, the secretaries affected will be compensated according to the manner in which the increased work days or hours impact their work year.

All classifications will reflect an increase in days and hours worked to match Teacher Work Year of 186 days.

APPENDIX D

2015-2016 CALENDER

July 1, 2014	First day of work for Classification V
July 4	Independence Day Holiday (Classification V)
August 17	First day of work for Classifications III & IV (work on 8/28)
August 31	First day of work for Classification II
September 7	Labor Day Holiday
September 8	First day for students
November 3	No School
November 25-27	Thanksgiving Holidays
December 22	Last day of work prior to Winter Break
December 24	Christmas Eve Holiday
December 25	Christmas Day Holiday
December 31	New Year's Eve Holiday
January 1, 2013	New Year's Day Holiday
January 4	Work resumes after Christmas Holidays
February 15	No School
March 25	No School
April 4-8	No School
April 11	Work resumes after Spring Break
May 30	Memorial Day Holiday
June 14	Last day for students (half day)
June 16	Last work day for Classification II
June 22	Last work day for Classifications III & IV
June 30	Last work day for Classification V

APPENDIX E

All secretaries are to be evaluated annually.

Name: _____ Date: _____

	Ineffective	Minimally Effective	Effective	Highly Effective	N/A
Time Management: Organization and management of projects, schedules, supervisor requests and other workflows.	1	2	3	4	
Evidence:					
Written Communication: Electronic mail and document creation is professional in tone and free of grammar, spelling and numerical errors.	1	2	3	4	
Evidence:					
Technology Fluency: Uses appropriate technology choices for given tasks.	1	2	3	4	
Evidence:					
Oral Communication: Positive and diplomatic face-to-face and telephone correspondences with all stakeholders, including coworkers, students and parents.	1	2	3	4	
Evidence:					
Records Management: Prepares and processes files, reports and records including financial records/documents.	1	2	3	4	
Evidence:					
Professional Appearance: Professional and appropriate.	1	2	3	4	
Evidence:					
Work Ethic: Punctuality, attendance, tasks are completed ahead of deadlines, employee takes initiative to take on tasks without being directed.	1	2	3	4	
Evidence:					
TOTALS	7-13	14-20	21-24	25-28	

Final Score/Rating _____

_____ is recommended to the Superintendent for continued employment.
 _____ is NOT recommended to the Superintendent for continued employment.

Administrator Signature X _____
 Secretary Signature X _____
 Executive Director of Personnel Signature X _____

