

RAVENNA PUBLIC SCHOOLS

EDUCATIONAL SECRETARIES

MASTER AGREEMENT

2012 – 2013

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## PREAMBLE

This agreement entered into this 1<sup>th</sup> day of July 2012, by and between the Board of Education of Ravenna Public Schools, Ravenna, Michigan, hereinafter called the "District" and the Educational Secretaries, hereinafter called the "Group".

## ARTICLE I

### BOARD OF EDUCATION RIGHTS

A. Nothing contained herein shall be considered to deny or restrict the district of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.

B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised exclusively by the District. Its membership agrees to adhere to the Board's decisions in these matters. A complete copy of the Codified Board Policies will be provided the spokesman for the Group for its files. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations.
2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
3. Direct the working forces, including the right to hire, promote, evaluate, discipline, transfer and determine the size of the work force.
4. Determine the services, supplies, and equipment necessary to continue its operation.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees including health qualifications.
7. Determine overall goals and objectives as well as the policies affecting the educational programs.
8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

9. Determine the size of the management organization, its functions, authority, amount of supervision and the table organization.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

## ARTICLE II

### EMPLOYEE RIGHTS

A. The district agrees to the employees' rights with respect to hours, wages, terms and conditions of employment conferred by laws of Michigan or the Constitutions of Michigan and the United States. The Board will not discriminate against any employee by reason of:

1. Membership in the Group.
2. Participation in activities of the Group, including collective negotiations with the Board.
3. Institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee rights she/he may have under the Michigan General School Laws or applicable civil services laws and regulations. The rights and resultant responsibilities granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. An individual employee may present a grievance and have the grievance adjusted without intervention of the Group. The Group representative shall be given the opportunity to be present at such adjustment to determine that the adjustment is not inconsistent with the terms of this Agreement.

D. The parties recognize that the availability of good school facilities for both student and employee is desirable to insure a high quality of education.

1. The District shall make available in each building, as far as possible; lunchroom, restroom, and lavatory facilities for employee use.
2. Telephone facilities shall be made available to employees for their use.
3. Vending machines may be installed in employee rooms at the request of the Group; the profits to be used as designated by the employees using the

facility.

4. Sufficient parking space shall be made available to employees for their use.
5. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, marital status, or membership in or association with the activities of an employee organization. The District and the Group pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.
6. One fifteen (15) minute coffee break per day will be granted each employee. This shall not apply to part time employees working less than one-half day.
7. The District shall provide Worker's Compensation, as required by law, which will pay damages because of bodily injury to any employee of the District arising out of and in the course of her/his employment by the District.

### ARTICLE III

#### NEGOTIATION PROCEDURES

A. At least ninety (90) days prior to the expiration of this Agreement, the Group will notify the District relative to negotiations for a new agreement covering wages, hours, terms and conditions of employment.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representative from within or outside the school district. The parties mutually pledge that representatives selected shall have authority to make and consider proposals and concessions in the course of negotiations or bargaining, subject only to ultimate ratification. Any final agreement between the parties must be ratified by a majority of the membership of each party.

### ARTICLE IV

## GRIEVANCE PROCEDURE

### A. Definition

1. A "grievance" is a claim, based upon an employee's belief that there has been a violation or misapplication of any provision in this Agreement. The "grievance procedure" shall not apply to any matter which is prescribed by law, or state regulations, or over which the District is without power to act. No District prerogative shall be made the subject of a grievance.
2. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance procedure.
3. The "grievant" is the person or persons making the claim, or the Group.
4. The term "days" shall mean work days.

### B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problem of the parties.

Recognizing that there are other potential areas of disagreement which would be non-contractual matters, a communications medium for resolving these problems in the interim between contract negotiations is established.

### C. Structure

1. The District hereby designates the Superintendent as its representative.
2. A grievance shall be filed on a form which is acceptable to the Group and District.

### D. Time Limits

1. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be compressed or extended, in writing, by mutual consent.
2. If an employee does not file a written grievance within twenty calendar (20) days after the act or conditions on which the grievance is based

occurred, then the grievance shall be considered waived.

3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be the same as declining the right to appeal through this grievance procedure.
4. Failure by the administration to respond within the time limits shall cause the grievance to be advanced to the next level at the option of the grievant.

#### E. Procedures

1. Within five (5) days of the receipt of the written grievance the designated representative of the District shall meet with the Group in an effort to resolve the grievance. Affected employees may or may not be present at such meeting. If the grievance is transmitted directly to the Superintendent, he shall have ten (10) days from receipt to resolve it. If the grievance cannot be resolved by the Superintendent, it shall be transmitted to the secretary of the board, with a statement of reasons for the action taken.
2. Within twenty-five (25) days from the receipt of the written grievance described in the paragraph above, the Board shall pass upon the grievance described in the paragraph above. An extension of not more than three (3) days may be granted in writing by the Group if a regular Board meeting is scheduled within this time extension. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance. The Board may prescribe such procedure as it may deem appropriate for consideration of the grievance. In no event, except with express written consent of the group, shall final determination of the grievance be made by the Board more than twenty-five (25) days after its submission to the Board.
3. If the decision of the Board is not satisfactory, the grievance may be submitted to mediation as provided by law.
4. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, she/he shall be reinstated with full reimbursement of all compensation lost.
5. For administrative convenience, the District may cause complaints which may be the subject of grievances under this Article first to be presented to a principal, or other school designated employee, for informal processing, in order to reduce the number of formal grievances handled under the grievance procedures. Exhausting of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department supervisors, principals or other

employees in such informal procedures be deemed to be a supervisory or executive function.

6. In the event that controversy arises between individuals and grievances have not been filed as provided herein, the District or its representative reserve the right to initiate conferences between individuals and the group committees.

## ARTICLE V

### EMPLOYMENT HOURS

- A. The Board recognizes the principles set forth in the Fair Labor Standards Act as amended in 1966.
- B. Any employee desiring to absent herself/himself from work during prescribed working hours must clear such absence with her/his immediate supervisor.
- C. Any person working less than a full eight hour day as defined for their group will receive fringe benefits in the same ratio as their work day is to full time.

## ARTICLE VI

### EMPLOYEE EVALUATION

- A. All monitoring or observation of the work performance of an employee shall be conducted openly by the administration.
- B. Each employee shall have the right, upon request, to review the contents of her/his own personnel file with the administration.
- C. An employee shall at all times be entitled to have present a representative of the Group when she/he is being reprimanded or disciplined. The administration shall secure a Group representative before immediate action is taken to reprimand or discipline an employee. The employee may be allowed ten (10) days to secure a group representative of her/his choice to review the action.
- D. The employee shall be given an opportunity to review any adverse evaluation, file a reply, and to meet with the Superintendent and the employee's supervisor to discuss the matter.
- E. Employees shall be reprimanded in private, except as stated in C above.

## ARTICLE VII



## PROTECTION OF EMPLOYEES

- A. The District recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the system's schools.
- B. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The District will provide legal counsel to advise the administration and the employee of their rights and obligations in connection with handling of the incident by law enforcement and judicial authorities provided; however, that in the event an employee is finally adjudged guilty of a crime in connection therewith by a court of competent jurisdiction, the District shall be reimbursed by the employee for any out-of-pocket expense it has incurred in behalf of the employee in said case.
- C. Time lost by an employee in connection with any incident mentioned in Article VII shall not be charged against the employee unless the employee is adjudged guilty by a court of competent jurisdiction.
- D. Any major complaints by a parent of a student directed toward an employee shall be promptly called to the employee's attention.
- E. Employees complying with the District rules and regulations who are acting in the line of duty with respect to maintenance of control and discipline shall be given support and assistance by the District.

## ARTICLE VIII

### VACANCIES, PROMOTIONS, TRANSFERS, AND LAY OFF

- A. Whenever any vacancy or new position in the Secretarial Unit shall occur, the Board or its agent shall publicize the same by giving written notice of such vacancy to the Group spokesperson who shall provide the posting in every school building. These notices shall be distributed to Group representatives at the same time as mailings are made to advertising agency and/or placement offices. Any employee may apply for such vacancy. In filling such vacancies, the Board agrees to give due weight to the educational background, training and attainments of all of this district, and other such relevant factors.
- B. The Board declares its support of a policy of promotions from within its own staff, including promotions to supervisory and executive levels.
- C. The district will make every effort to avoid unnecessary involuntary transfers. In the event a transfer becomes necessary, the Superintendent agrees to meet in advance with the Association President and persons affected to make the change(s) in position(s) as smooth as possible.
- D. Seniority is the primary factor in the reduction of secretarial personnel, however, job

performance will also be considered in the lay off procedure when lack of job performance over a two year period has been identified through the evaluation process. When job performance is a consideration in the lay off procedure a committee comprised of two secretarial staff, the building administrator for the building in which she works, the administrative assistant and the superintendent shall meet to decide upon a course of action.

## ARTICLE IX

### LEAVES OF ABSENCE

#### A. Sick Leave

1. One day sick leave per month of employment cumulative to 180 days shall be granted employees. Part time employees sick leave benefit shall be proportionate to the fractional time employed.
2. Sick leave may be used for personal illness and illness or death of a member of the employee's family. The "family" shall be construed to mean a father, mother, wife, husband, sister, brother, child, mother-in-law, or father-in-law, stepchildren, niece, nephew, aunt, uncle, grandparents, or grandchildren. There shall be a five day limit per year for family illness and a five day limit for death in the family. Subject to extenuating circumstances, these limits may be extended with permission of the Superintendent.
3. If any employee of this group wishes to attend the funeral of any person other than a family member as defined in Paragraph 2, without deduction of salary, permission to do so shall be secured from the Superintendent. Such absences without loss of salary shall be deducted from the days of accumulated sick leave.

#### B. Extended Leave

Any employee whose personal illness extends beyond the period compensated under Paragraph A. 2, may be granted a leave of absence without pay for such time as is necessary for recovery from illness certified by a statement from a doctor selected by the District. Upon return from leave, an employee will be assigned to the same position or an equivalent position if available.

C. Leaves of absence with pay not chargeable against the employee's allowance shall be granted for the following reasons:

1. When an employee is called for jury service she/he shall receive the difference between jury pay and her/his regular salary.
2. When an employee is called as a witness in any case connected with the

employee's employment or the school.

3. When an employee is attending an approved educational conference, convention, group meeting, or school visitation.
4. When an employee uses time necessary to take the selective service physical examination.

#### D. Professional Leave

1. Leaves of absence without pay may be granted for study, research, or special assignment involving advantage to the school system.
2. All personnel on approved leave will report their status monthly to their supervisor whether they are available to return to work. The supervisor and superintendent shall decide whether to continue the leave or recommend termination of employment.

#### E. Personal Business Leave

Each employee will be granted two (2) days of personal business leave each year. Staff shall notify the superintendent at least two days in advance when leave will be taken. Leave may not be taken either two weeks before or after both the start and end of the school year or with less than two days notice except by permission of the superintendent. The number of employees who can use their personal day on the same date shall be determined by the Superintendent.

Days set forth in the above which are not used, will be added to accumulated sick leave.

Unused Personal Business Days will be added to existing sick leave each July 1.

#### F. Other Leave Provisions

1. No sick leave for the current year will be paid to a new employee before starting to fulfill the terms of her/his contract.
2. Absences not covered by the sick leave, emergency leave, or personal leave policies will result in a deduction in pay computed on a per diem basis.
3. All accumulated leave time shall terminate upon severance of employment. However, if alleged contract or discipline violations which prompted severance prove to be unwarranted, all accumulated leave due said employee shall be reinstated.
4. The Board will make every effort and strive to maintain a list of

substitutes. Employees shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability. It shall be the responsibility of the administration to arrange for a substitute or make other provision before school convenes.

G. Closing of Schools

If school is delayed or cancelled due to an Act of God, secretaries are not required to report to school if the Central Office is officially closed.

ARTICLE X

COMPENSATION

A. Compensation covered by this Agreement is set forth in this article. Such compensation shall remain in effect during the term of this Agreement.

B. Employment Schedule

1. Personnel engaged during the school day in the following named activities shall be released from regular duties without loss of compensation: negotiations in behalf of the Group with a representative of the District, or participation in any grievance negotiation, including mediation with any representative of the District.
2. Employees may be released from duties without loss of compensation for the purpose of participating in approved area or regional meetings of the Group. The Group will reimburse the District substitute costs.

C. The following appendices are incorporated herein as if each appendix were written out hereunder in full:

A. Appendix A - Compensation

B. Appendix B – Fringes

D. Extra duty events for secretaries (example: parent-teacher conferences, Kindergarten RoundUp, senior honors assembly, etc.) are a required part of the expectations for the building secretary position. When such extra duty events occur, building secretaries will have the option of utilizing these hours for regular hourly pay or comp release time. No more than 16 hours may be earned in a given school year and all extra duty hours must be approved by the building supervisor prior to receiving compensation.

ARTICLE XI

## NO STRIKE CLAUSE

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Group accordingly agrees that it, or any of its members, will not, during the period of this agreement directly or indirectly engage in any strike or work stoppage activities directly affecting the Ravenna Public Schools. Strikes and work stoppages shall be deemed to include, but are not limited to: Slow downs, sit-ins, concerted mass sickness, or interference with the operations of this school district. This includes picketing or demonstrating of any kind during school hours. The Group further agrees that it will not engage in any sanction activities or other terms of boycotts within the school district or during school hours.

B. Employees or the Group, found in violation of this agreement are subject to discipline including discharge or suspension without salary, and may be held liable by the Board for any and all damages, injuries and costs incurred.

## ARTICLE XII

### DURATION OF AGREEMENT

A. This Agreement shall supersede any rules, regulations or practices of the District, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

B. Copies of this Agreement shall be printed and presented to each employee. The cost of printing shall be shared equally by the District and the Group.

C. If any provision of this Agreement or its application to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

D. This agreement shall not be effective until approved by the Group and this Board.

E. A Board of Education approved job description will be developed and will be an expressed part of this agreement.

## APPENDIX A

HOURLY WAGE

- 1. Substitute secretaries will be paid \$10.45 per hour.
- 2. The salary schedule shall be:

Step	2012/2013
1	11.53
2	11.83
3	12.13
4	12.43
5	12.74
6	13.05
7	13.37
8	13.72
9	14.06
10	14.40

APPENDIX B

FRINGE BENEFITS

I. Insurance Benefits

A. Medical – High deductible medical and RX coverage through mutually agreed upon carrier. The high deductible will be paid by the district through an H.S.A.

B. Cash Option - Secretaries not electing health insurance coverage shall be provided a cash option in lieu of health insurance. To accomplish this, the District shall formally adopt a qualified plan document pursuant to Section 1.5 of the Internal Revenue Code. The cash option shall be \$225 per month. The cash option received by the secretary may be utilized to purchase tax deferred annuities or other options available under the Section 125 Plan. To purchase a tax deferred annuity, the secretary shall enter into a salary reduction agreement. .

C. Dental - For each eligible employee, the Board shall pay the monthly premium for Self-funded dental coverage which is administered through SET/SEG.

D. Vision - For each eligible employee, the Board shall pay the monthly premium for Self-funded dental coverage which is administered through SET/SEG.

E. Life - Secretaries will be eligible for a \$15,000 life insurance and A.D.&D.

F. The district will be responsible for not more than the following caps toward the total cost (payments for premiums and payments into health savings accounts) of the insurance package (medical, dental, vision and life). The insurance caps are as follows; \$14,000 for full family, \$11,000 for two person and \$5,000 for single coverage. Premium payments in excess of what the district is responsible to pay will be paid by the employee through payroll deduction. The portion of the total cost paid by the district for employees working less than 40 hours per week will be prorated to the fractional time employed.

G. Unused sick leave paid at retirement as follows: \$30.00 per day up to fifty (50) days for full-time employees, after the first twenty-five (25) days of accrued sick leave.

## II. Terminal Leave

An employee with fifteen (15) years or more service in Ravenna Public Schools will receive, upon retirement, six per cent (6%) of her/his step on the salary schedule. Such retirement must be in accordance with the requirements set forth by the Michigan Public Schools Employment Retirement Board.

## III. Vacation

A. Building principals shall confer with their secretaries as early in the current school year as practicable to arrange vacation and "time off" weeks in accordance with B. below. If possible, these schedules shall be completed prior to the annual Christmas recess. Vacation and "time off" schedules may not be scheduled when school is in session with pupils in attendance unless approved by the building administrator in consultation with the Superintendent.

1. Vacation time allowed shall annually be used during the inclusive contract dates each year and vacation days must be included in scheduled "time off". Vacation time may not accumulate.
2. These regulations do not apply to "Days Off", legal holidays, personal leave, or other absence allowed by Board Policy.
3. Single day use of vacation time is a poor practice and should be avoided.
4. Deviations to any of these regulations may be made only in conference with the Superintendent.

B. Service credit as a secretary must have been completed prior to July 1 of the current school year.

Vacations will be scheduled by mutual agreement of the employee and the Board

or its representative as follows:

1. Five days (1 week) for the first year if six months service by June 1.
2. Ten days (2 weeks) for the second year through sixth.
3. Fifteen days (3 weeks) for the seventh year through fourteenth.
4. Twenty days (4 weeks) for the fifteenth year and over.

IV. Holidays

The following holidays shall be observed: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24 or last working day if December 24 falls on weekend (if in attendance or on approved absence the last working day prior to the 24th), Christmas, December 31 or last working day if December 31 falls on weekend (if in attendance or on approved absence the last working day prior to the 31st), and Birthday (to be observed during teacher in-service day in spring).

Employee shall receive holiday pay equal to one-half their regularly scheduled hours plus pay for any hours worked on Good Friday.

V. Longevity

A. To be eligible for receiving longevity payment, a secretary must have served 15 years in the Ravenna Public Schools beginning with July 1 of the current school year.

B. Payment for longevity will be made as follows:

<u>Year</u>	<u>Amount</u>
16	\$200
17	400
18	600
19	800
20	1000

Longevity is capped at \$1000.

VI. Other

A. Secretaries may elect to receive their pay on a current basis for weeks worked or may elect to have it over 26 pays.

B. Secretaries will be encouraged to attend conferences pertaining to their work assignments. Cost of attendance will be fully paid by the school district if approved in



advance by the superintendent.

C. Secretaries may enroll in classes related to their assignments and receive reimbursement for tuition for up to two classes per year. Prior approval of the Superintendent is required as is a "B" or better grade in the course if reimbursement is to be granted.

ARTICLE XIII

TERMINATION CLAUSE

This agreement shall be effective as of July 1, 2012, and through June 30, 2013. The terms of this agreement shall continue unchanged for the life of this agreement and shall be continued unless terminated by mutual agreement of both parties.

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their authorized representatives as of the

EDUCATIONAL SECRETARIES

RAVENNA BOARD OF EDUCATION

By \_\_\_\_\_  
Secretarial Negotiator

By \_\_\_\_\_  
President

Date \_\_\_\_\_

By \_\_\_\_\_  
Secretary

Date \_\_\_\_\_