



OVID-ELSIE AREA SCHOOLS

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December 16, 2010

Please let this serve as a Letter of Agreement between the Ovid-Elsie Area Schools' Board of Education and the Clerical Staff of the Ovid-Elsie Area School District;

The Clerical Staff, of Ovid-Elsie Area Schools, shall not have its' current membership reduced during the 2010-2011 school year. This will be a negotiable item for future contracts, and input—from the collective clerical staff—shall be implemented, in conjunction with recommendations from the building principals, to determine if reduction or expansion of clerical staffing is necessary or desirable for the efficient functioning of the Ovid-Elsie Area School District.

The current positions include: two (2) high school office secretaries, one (1) high school guidance secretary, one (1) district community services secretary, one (1) middle school office secretary, one (1) elementary office secretary at Leonard Elementary School, and one (1) elementary office secretary at E.E. Knight Elementary School (for only the 2010-2011 school year under special contract).

Further, the Ovid-Elsie Area Schools' Clerical Staff shall be granted input in not only the expansion or reduction in clerical positions in the district but shall also have input in the allocation or reallocation of clerical duties performed by each secretary.

Signed,

Mary Bancroft

Teresa Russell

Ryan L. Cunningham, Superintendent
Ovid-Elsie Area Schools

Ovid-Elsie Area Schools

Letter of Understanding

For the 2010-11 school year, the Ovid-Elsie Clerical Staff Association allows the Ovid-Elsie Board of Education to employ an “At-Will” elementary secretary.

AGREEMENT

This Agreement entered into by and between the Ovid-Elsie Area Schools Board of Education and the **OVID-ELSIE CLERICAL STAFF**. Reference to be referred to in the following articles of this contract as Ovid-Elsie Area Schools Board of Education as the “Employer” and all members of the Clerical Staff as the “Employees,” for the 2010-11 contract year.

ARTICLE I: DEFINITIONS

Part Time Employee: Less than thirty (30) hours per week, minimum of thirty-seven (37) weeks per year.
Full Time Employee: Thirty-five to forty (35-40) hours per week, minimum of thirty-seven (37) weeks per year.
Full Year Employee: Forty (40) hours per week, minimum of fifty-two (52) weeks per year.

ARTICLE II: RECOGNITION

- A. The employer hereby recognizes the Clerical Bargaining Unit as the sole and exclusive collective bargaining agent of the employee covered by this agreement for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.
- B. The term “Employee” as used herein shall include all Guidance Secretaries, High School Secretaries, Elementary Secretaries, Middle School Secretaries, Community Services Secretaries, but excluding substitute employees, supervisors and all other employees of the Ovid-Elsie Area Schools.

ARTICLE III: WORKING HOURS

The full time **Attendance/Receptionist Secretary** will be compensated for 199 eight (8) hour days (182 teacher days, seven (7) paid holidays) and ten (10) additional days as determined by the principal.

The full time **Guidance Secretary** will be compensated for 203 eight (8) hour days, (182 teacher days, seven (7) paid holidays) and fourteen (14) additional days determined by the principal.

The full time **Middle School/Elementary Secretary/Community Services Secretary** will be compensated for 206 eight (8) hour days, (182 teacher days, seventeen (17) additional days as determined by principal/Community Services Director, plus seven (7) paid holidays).

The full year **High School Secretary** will be compensated for a full year, forty (40) hours per week, and shall be entitled to ten (10) paid holidays and three (3) weeks paid vacation. Four (4) weeks paid vacation will be authorized after fifteen (15) years of service in the district.

All employees may leave fifteen (15) minutes early on Fridays and days preceding holidays.

All schools will have normal hours from 7:30 AM to 4:00 PM during the school year with 30 minutes allowed for unpaid/uninterrupted lunch for each secretary.

ARTICLE IV: PAID HOLIDAYS

Paid holidays shall include Labor Day, Thanksgiving Day, and Friday after, Christmas Day, New Years Day, Good Friday* and Memorial Day. Fourth of July, Christmas Eve Day and New Years Eve Day for Full Year Employee. (* If Good Friday is a regular school day, paid compensatory day of employee's choosing with principal's approval will be allowed).

ARTICLE V: ILLNESS/DISABILITY ALLOWANCE

A. Full Year Employee - Thirteen (13) days sick leave, four (4) of which may be used for personal leave, shall be credited to leave bank on July 1. Unused personal leave days will be added to accumulated sick leave on a two for one basis. Personal days must have prior approval from building administrator.

Full Time Employees - Twelve (12) days sick leave, four (4) of which may be used for personal leave, shall be credited to leave bank upon returning to work in the fall. Unused personal leave will be added to accumulated sick leave on a two for one basis. Personal days must have prior approval from building administrator.

Part Time Employees - Six (6) days sick leave, two (2) of which may be used for personal leave, shall be credited to leave bank upon returning to work in the fall. Unused personal leave days will be added to accumulated sick leave on a two for one basis.

B. Bank of accumulated sick days increased as follows to a maximum of one hundred, fifty (150) days for Part Time Employees, 220 days for Full time Employees, 230 days for Full Year Employee.

C. Full time and Full Year Employees whose personal illness extends beyond the period compensated under sick 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.

D. Use of sick leave may also be granted when a member of the immediate family of the employee's household would require the care and attendance of the employee because of a serious injury or illness. Such use of sick leave is to be limited to not more than thirty (30) days per year. Employee's household shall, for this benefit mean, spouse, mother, father, or children who live within the household and for whom the employee has primary responsibility.

E. Up to ten (10) sick leave days per year may be used to attend to a serious illness or injury of a father, mother, child, grandchild or spouse who do not live in the employee's household.

ARTICLE VI: FUNERAL LEAVE

Full year and full time employees will be allowed five (5) days for each death in the immediate family, not charged to sick leave bank. When five (5) days is not sufficient, additional days may be used and charged to sick leave bank. Part time employees will be allowed two and one-half (2 1/2) days (equivalent to five (5) half-days). Immediate family shall include: spouse, father, mother, father-in-law, mother-in-law, children, brother or sister, grandchildren, daughter-in-law or son-in-law. One (1) day with pay is allowed for grandparents.

Attendance of funerals of other close relatives or friends may be used from sick leave allowance.

ARTICLE VII: REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

- A. In the event of job elimination or layoff, the order of reduction shall be:
 - 1. Employee with least seniority.
 - 2. Competency as determined by building administrator.
 - 3. Job evaluation as determined by building administrator.
 - 4. Employee(s) with most seniority will be laid off last.

- B. Recall of employees shall be:
 - 1. The last employee laid off will be the first hired back.
 - 2. No new hirings will be instituted until laid off employees are rehired or have submitted written refusal of the job.

- C. Seniority shall be defined as the employee’s first working day in the school district in the bargaining unit.

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. A new seniority date would be determined if the employee is rehired or returns to a bargaining unit position at a later date.

- D. In the event of more than one individual employee having the same seniority date, all individuals so affected will participate in a draw to determine position on the seniority list should lay-off or recall be considered.

ARTICLE 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) 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.

Clerical employees submitting an application shall be given an interview for a vacancy and given first consideration before applicants are hired from outside. In the event that more than one employee submits an application the applicant with less service shall not be awarded such position unless their qualifications shall be substantially superior.

ARTICLE IX: TERMINAL LEAVE

- A. Employees who upon permanent retirement have been employed by the school system for at least ten (10) consecutive years will receive a terminal leave payment as follows:

10-15 years	\$3,500
16-20 years	\$4,000
21 + years	\$4,500

In the event of the employee’s death while still employed by Ovid-Elsie Area Schools this benefit will be paid to the employee’s beneficiary.

ARTICLE X: SNOW DAYS/OVERTIME

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 instruction days and hours are provided. Rescheduled time/day(s) will be same as teachers.

Full year employees who work when school is closed, because of an Act of God, such as snow, ice, flu, etc., receive equal time as compensatory time. All other employees to receive compensatory time accordingly when extra hours are worked. All hours worked, in addition to regular hours, must be approved in advance by immediate supervisor. Unused compensatory time and authorized vacation will be added to an employee's accumulated sick leave bank at the end of the year.

If at any time during the life of this Agreement, it again becomes lawful to count "Act of God" days as days of student instruction then the language in effect regarding "Act of God" days prior to the 1985-86 contract will be reinstated.

ARTICLE XI: JURY DUTY

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

The Employer shall, during the life of this Agreement, for each employee covered by this Agreement, provided they are not covered under another carrier, pay the total premium toward the following described insurance (or equivalent to school administration).

Major Medical:	SET-SEG Flex Blue PPO
Vision:	SET-SEG Ultra Vision Plus III
Dental:	SET-SEG District Self-Insured; Annual Maximum \$1,000 per family member
LTD:	Reliance Standard
Term Life:	\$20,000 w/AD & D

In lieu of insurance, employee will receive monthly cash of \$150, LTD and \$20,000 Term Life Insurance.

If this employee who is taking cash in lieu of insurance is not covered by spouse in the future, then employee will be able to have insurance covered by the District.

ARTICLE XIII: CREDIT UNION

Sage Link Credit Union for membership application.

ARTICLE XIV: HOURLY RATES

2010-11

<u>Clerical Position</u>	<u>Starting Wages</u>	<u>After 90 Work Days</u>	<u>After One Year</u>	<u>Base Rate after Two Years</u>
Guidance Community Services Attendance/Receptionist Elementary Middle School	\$ 9.30	\$13.37	\$ 13.91	\$ 14.92
High School	\$10.16	\$13.67	\$ 14.26	\$ 15.16

Full and Part Time Employees - Wages to be calculated for the school year based on work information and paid bi-weekly in twenty-two (22) or twenty-six (26) equal payments commencing with first pay in September. Change in election of payroll schedule must be filed by June 30 each year.

Full Year Employee - Paid bi-weekly based on work information commencing July 1.

ARTICLE XV: DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2010 and continue in effect until June 30, 2011 for Full Year Employee and the last working day of the 2010-11 school year for part and full-time Employees.
- 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, 2011, for the purpose of entering into a successor Agreement for the forthcoming year.

ARTICLE XVI: GRIEVANCE PROCEDURE

Section A: Definitions

- 1. A grievance should be an alleged violation of the interpretation or meaning of expressed terms of this contract.
- 2. Any employee or group of employees who have a complaint or grievance may be accompanied by a representative, if so desired.
- 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.

Section 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.

Section C. Grievance Process

- Step 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.
- Step 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.
- Step 3: The supervisor shall provide his/her written response to the grievant within four (4) working days of the receipt by him/her 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.
- Step 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 reasons(s) for not appealing the grievance further.
- Step 5: If the grievance is appealed to the superintendent, he 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 his written reply to the grievance within five (5) working days of the meeting.
- Step 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.
- Step 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 must be received at least seven (7) working days prior to a scheduled board meeting.

OVID-ELSIE AREA SCHOOLS

CLERICAL STAFF - SENIORITY LIST

2010-11

ADDENDUM "A"

TERESA BORTON	JANUARY 5, 1987
MARY BANCROFT	JUNE 25, 1991
SHIRLEY MILLER	AUGUST 14, 1995
CARLA PERRIEN	AUGUST 12, 1996
KATHY TAYLOR	AUGUST 16, 1999
TERESA RUSSELL	AUGUST 20, 2001

**OID-ELSIE AREA SCHOOLS
PERSONNEL APPRAISAL FORM**

Name: _____ Date: _____

School/Building _____

No. of Years in this Assignment: _____

Below Average Average Above Average Not
Average _____ Average Applicable

I. Personal Relationships:

- | | | | | | |
|----|--|-------|-------|-------|-------|
| 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. Work Performance:

- | | | | | | |
|----|--|-------|-------|-------|-------|
| 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. _____

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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.

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