

AGREEMENT

BETWEEN

Ovid-Elsie Area Schools Board of Education

AND

Ovid-Elsie Area Schools Clerical Staff



July 1, 2012 – August 31, 2015

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This Agreement is entered into this 1st day of July, 2012 by and between the Ovid-Elsie Area Schools Board of Education, hereinafter called the "Employer" and the Ovid-Elsie Area Schools Clerical Staff, hereinafter called the "Employees".

ARTICLE I: RECOGNITION

- A. The Employer hereby recognizes the Clerical 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, hours of employment, and other items of interest.
- B. The term "Employee" as used hereinafter shall include all Student Services/Maintenance/Transportation Secretaries, High School Secretaries, Elementary Secretaries, Middle School Secretaries, Special Education/Community Services Secretaries, but excluding substitute employees, supervisors and all other employees of the Ovid-Elsie Area Schools.

ARTICLE II: DEFINITIONS

- A. Part-Time Employee
 - a. Less than thirty (30) hours per week; minimum of thirty-seven (37) weeks per year.
- B. Full-Time Employee
 - a. Thirty-five to forty (35-40) hours per week; minimum of thirty-seven (37) weeks per year.
- C. Full-Year Employee
 - a. Forty (40) hours per week; minimum of forty-eight (48) weeks per year.

ARTICLE III: WORKING HOURS

- A. All clerical staff positions are full-time. This includes the clerical positions for E.E. Knight Elementary, Leonard Elementary, Student Services/Maintenance/Transportation, Special Education/Community Services, and the Middle School.
- B. The full-time clerical positions will be compensated for 207 (8) hour days, (182) teacher days, seventeen (17) additional days as determined by the corresponding administrator, plus eight (8) paid holidays.
- C. The full-year High School Secretary will be compensated for 240 days, 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 in the Clerical Bargaining Unit.

- D. All employees may leave fifteen (15) minutes early on Fridays and days preceding holidays.
- E. All schools will have normal hours from 7:30 a.m. to 4:00 p.m. during the school year with thirty (30) minutes allowed for an unpaid and uninterrupted lunch for each secretary or daily work hours will be designed and agreed upon between the building administrator and the employee to coincide with each building's hours of operation.

ARTICLE IV: PAID HOLIDAYS

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

ARTICLE V: ILLNESS/DISABILITY ALLOWANCE

- A. Part-Time Employees
 - a. Six (6) days shall be credited to the leave bank upon returning to work in the fall. All unused days will roll over to the next year's leave bank. These days may be used for either illness or personal business. The Employee will make every effort to notify the administrator if leave is pre-planned.
- B. Full-Time Employees
 - a. Twelve (12) days shall be credited to the leave bank upon returning to work in the fall. All unused days will roll over to the next year's leave bank. These days may be used for either illness or personal business. The Employee will make every effort to notify the administrator if leave is pre-planned.
- C. Full-Year Employees
 - a. Thirteen (13) days shall be credited to the leave bank upon returning to work in the fall. All unused days will roll over to the next year's leave bank. These days may be used for either illness or personal business. The Employee will make every effort to notify the administrator if leave is pre-planned.

- i. Full-Time and Full-Year Employees whose personal illness extends beyond the period compensated under leave allowance shall be granted a leave of absence without pay for a period not to exceed one (1) year. Upon return from leave, an employee shall be assigned to the same or similar position, if available, or a substantially equivalent position. Bargaining unit members on an unpaid leave of absence shall retain accumulated seniority.
- ii. Use of leave days may also be granted when a member of the immediate family requires the care and attendance of the employee because of a serious injury or illness. Such use of leave is to be limited to not more than thirty (30) days per year. Immediate family for this benefit means spouse, parents, parents-in-law, children, brother or sister, daughter-in-law, son-in-law, grandparents, grandchildren, or step-relatives. In extenuating circumstances, the administrator may approve use of leave days for care of any outside the "family" or "step-family".
- iii. The Employer shall provide Worker's Compensation Insurance as provided by law.
- iv. The Employer shall comply with the Family and Medical Leave Act as required by law.

ARTICLE VI: FUNERAL LEAVE

- A. Full-Year and Full-Time Employees will be allowed five (5) days for each death in the immediate family, not to be charged to the leave bank. When five (5) days is not sufficient, additional days may be used and charged to the leave bank.
- B. Part-Time Employees will be allowed two and one-half (2 ½) days (equivalent to five (5) half days) for each death in the immediate family, not to be charged to the leave bank. When two and one-half (2 ½) days is not sufficient, additional days may be used and charged to the leave bank.
- C. Immediate family shall include: spouse, parents, parents-in-law, children, brother or sister, daughter-in-law, son-in-law, grandparents, grandchildren, or step-relatives. In extenuating circumstances, the administrator may approve days, not charged to the leave bank, for funerals outside the "family" or "step-family".

ARTICLE VII: REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

- A. In the event of job elimination or layoff, the order of reduction shall be:
 - i. Employee with least seniority;
 - ii. Competency as determined by administrator;
 - iii. Job evaluation as determined by administrator;
 - iv. Employee(s) with the most seniority will be laid off last.

- B. Recall of Employees shall be:
 - i. The Employee with the most seniority will be the first hired back
 - ii. No new hiring will be instituted until laid off employees are rehired or have submitted written refusal of the job
 - iii. Seniority shall be defined as the Employee's first working day in the school district in the bargaining unit
 - iv. Employees on layoff shall retain accumulated seniority

- C. Seniority shall be defined as the Employee's first working day in the School District in the Bargaining Unit.

- D. 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 hired or returns to a Bargaining Unit position on a later date.

- E. In the event of more than one individual Employee having the same seniority date, all individuals affected will participate in a drawing to determine position on the seniority list should layoff or recall be considered.

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.

- B. 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. Employee's who upon permanent retirement and who have been employed by the District for at least ten (10) consecutive years will receive a terminal leave payment as follows:
- | | | |
|------|-------------|---------|
| i. | 10-15 years | \$3,800 |
| ii. | 16-20 years | \$4,300 |
| iii. | 21+ years | \$4,800 |
- B. In the event of an 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

- A. Employees shall normally not be required to report for duty on days when school is closed due to "An Act of God". Should a closing because of conditions not within the control of school authorities require the scheduling of additional days of student instruction because previously scheduled days could not be counted, such days will be rescheduled by the Board of Education without additional compensation to insure a minimum number of instructional days and hours are provided. Rescheduled time/day(s) will be the same as teachers.
- B. 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 receive compensatory time accordingly when extra hours are worked. All hours worked, in addition to regular hours, must be approved in advance by the immediate supervisor. Unused compensatory time and authorized vacation will be added to an Employee's leave bank at the end of the year.

ARTICLE XI: JURY DUTY

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

ARTICLE XII: INSURANCE

- A. For the duration of this Agreement, the Employer shall contribute not more than the allowable hard cap or 80% of the insurance premium for each Employee covered by this Agreement.
- B. The Employer agrees to provide the following:
- i. Major Medical – MESSA, ABC Plan 1

- ii. Vision – VSP3
- iii. Dental – 80/20 Delta
- iv. LTD – 60 Day – modified fill
- v. Term Life - \$20,000

- C. The Board of Education shall annually adopt a resolution stating its' intent to enact either the hard cap or the 80/20 co-pay as legislatively mandated, no later than December 31st of each year.
- D. Payroll deductions towards the insurance premium shall be done bi-weekly.
- E. In lieu of insurance, the Employee will receive \$150 monthly for one person, \$200 monthly for two people, \$250 monthly for three people, \$300 monthly for four people or more, divided equally over 26 pay periods and calculated as part of the Employee's hourly rate to be considered reportable wages in accordance to the Office of Retirement Services.
- F. If the spouse of the Employee does not cover the Employee who is not taking insurance in the future, then the Employee will be able to have insurance offered by the Employer.

ARTICLE XIII: INSURANCE CO-PAY

- A. For the duration of this Agreement, Employees shall contribute towards the insurance premium the amount above the hard cap or 20% as described in Article XII: A and C.

ARTICLE XIV: HOURLY RATES

	Starting Wage	After 90 Working Days	
	\$9.30	\$13.37	
	2012-13	2013-14	2014-15
Year	Hourly Rate	Hourly Rate	Hourly Rate
2	\$14.19	\$14.32	\$14.40
3	\$14.32	\$14.47	\$14.58
4	\$14.45	\$14.62	\$14.76
5	\$14.58	\$14.77	\$14.94
6	\$14.71	\$14.92	\$15.12
7	\$14.84	\$15.07	\$15.30
8	\$14.97	\$15.22	\$15.48
9	\$15.10	\$15.37	\$15.66
10	\$15.23	\$15.52	\$15.84
11-19	\$15.70	\$15.99	\$16.31
20+	\$16.17	\$16.46	\$16.78

ARTICLE XV: DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 2012 and continue in effect until August 31, 2015.
- 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, 2015, for the purpose of entering into a successor Agreement for the forthcoming year.

ARTICLE XVI: GRIEVANCE PROCEDURE

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.

B. Contents of Written Grievance(s)

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

C. Grievance Process (Steps)

- 1. From the date of the alleged violation of the contract provisions, the grievant must within five (5) working days, discuss the alleged grievance with their immediate supervisor, in an attempt to resolve the complaint.
- 2. The immediate supervisor shall give a verbal reply to the grievant within three (3) working days from the date the grievance was brought to him/her by the grievant. If the supervisor's verbal

response is not satisfactory, within three (3) working days of the receipt of the verbal response, the grievant shall reduce the grievance to writing and present the written response to the supervisor.

3. The supervisor shall provide his/her written response to the grievant within four (4) working days of the receipt of the written grievance. The grievant shall within three (3) working days of the supervisor's Step 2 reply, providing such reply is unsatisfactory, appeal the grievance to the Employee's Grievance Committee.
4. The Grievance Committee shall within ten (10) working days of the grievance appeal, meet to discuss and investigate the grievance and then either appeal the grievance to the Superintendent of Schools or advise the grievant of the reason(s) for not appealing the grievance further.
5. If the grievance is appealed to the Superintendent, the Superintendent shall within ten (10) working days upon receipt of the grievance, set a meeting with the grievant and Grievance Committee to hear the grievance. The Superintendent shall then render a written reply to the grievance within five (5) working days of the meeting.
6. If not satisfied with the Superintendent's reply to the grievance, the grievant shall within ten (10) working days of the receipt of the Superintendent's reply, advise the Superintendent of its intent to appeal the grievance to the Michigan Relations Commission (MERC) Mediation Services.
7. If the grievance is not resolved in Step 6 within seven (7) working days of the mediation meeting, the grievance may be referred to the Board of Education. Grievances appealed to the Board of Education must be received at least seven (7) working days prior to a scheduled Board meeting.

ARTICLE XVII: CLERICAL EVALUATIONS

- A. The administrator in charge of the specified area shall evaluate each secretary annually.
- B. The evaluation is to be completed prior to March 30 using the Personnel Appraisal Form (attached).

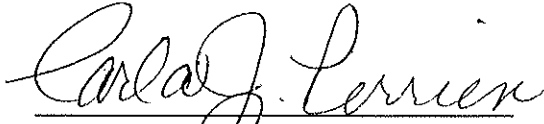
ADDENDUM A: SENIORITY LIST

CLERICAL STAFF – SENIORITY LIST

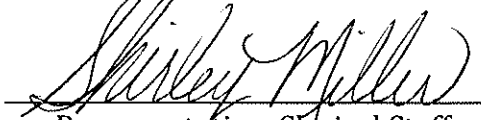
Shirley Miller	August 14, 1995
Carla Perrien	August 12, 1996
Teresa Russell	August 20, 2001
Valorie Zemla	August 15, 2011
Barb Ritenburg	August 15, 2011
Sue Horak	August 26, 2011

ADDENDUM B: AGREEMENT SIGNATURES

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

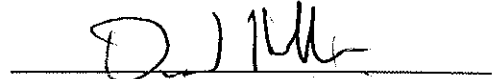


Representative, Clerical Staff

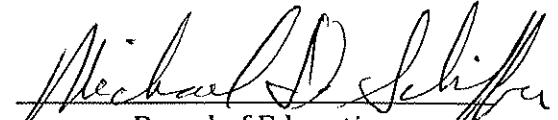


Representative, Clerical Staff

7-23-2012
Date



Board of Education



Board of Education



Superintendent

7-16-2012
Date

ADDENDUM C: PERSONNEL APPRAISAL FORM

Name: _____ Date: _____

School/Building _____

No. of Years in this Assignment: _____

Below Average Above 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. _____

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:
