

AGREEMENT BETWEEN
Ovid-Elsie Area Schools Board of Education

AND

Ovid-Elsie Area Schools Clerical Staff



September 1, 2018 -August 31, 2021

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This Agreement is entered into this 1st day of September 2018 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 "Clerical Staff". The term "Employees" refers to individuals employed by Ovid-Elsie Area Schools who are in this bargaining unit (as defined below) and who are therefore exclusively represented by the Clerical Staff.

ARTICLE I: RECOGNITION

- A. The Employer hereby recognizes the Clerical Staff as the sole and exclusive collective bargaining agent of the Employee covered by this Agreement for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment.
- B. The term "Employee" as used hereinafter shall include the Student Services Secretary, High School Secretary, Elementary Secretaries, Middle School Secretary, Special Education/Transportation Secretary and the Information Center Secretary, but excluding substitute employees, supervisors and all other employees of the Ovid-Elsie Area Schools.
 - a. Under mutual agreement, the number of clerical staff positions may be altered due to the District's financial circumstances.

ARTICLE II: DEFINITIONS

An Employee is a member of the bargaining unit who is scheduled to work forty (40) hours per week and works a minimum of 210 or more if agreed upon with building administrator.

ARTICLE III: WORKING HOURS

- A. The hours associated with a position in the bargaining unit will be determined by the District's assessment of operating and service needs.
- B. The District reserves the right to establish the number of work days, work weeks, and work hours associated with each bargaining unit position to determine and to initiate reduction in work days, work weeks, and work hours at the renewal of the contract.
- C. For the duration of this contract, all clerical staff positions recognized under Article I: B are full-time and will be compensated for 210 (8) hour days or more if agreed upon with building administrator.
- D. Daily work hours will be designated by the building administrator in consultation with the employee to coincide with each building's hours of operation. Employees will receive 30 minutes per day for an unpaid and uninterrupted lunch and two (2) fifteen (15) minute paid breaks during the

daily work hours provided that coverage is available. Breaks are not added to the lunch period, and times for breaks will be established by the building administrator in consultation with the employee.

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

ARTICLE IV: PAID HOLIDAYS

- A. Paid holidays shall include Labor Day, Thanksgiving Day (and Wednesday* before and Friday after), Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday*, and Memorial Day.
- B. *If Good Friday or the Wednesday before Thanksgiving are a regular school day, a paid compensatory day of the employee's choosing (with administrative approval) will be allowed.
- C. In order to be eligible for holiday pay, a leave day may not be taken on the last work day immediately prior to the holiday or on the first work day immediately following the holiday. In extenuating circumstances, the administrator may approve use of leave days.

ARTICLE V: LEAVE BANK

- A. Twelve (12) days shall be credited to the Employee's leave bank at the beginning of the school year. All unused days will roll over to the next year's leave bank. These days may be used for either illness or personal business. The Employee will notify the administrator at least two (2) business days prior to the pre-planned leave of absence.
 - a. 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.
 - b. 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".
 - c. The Employer shall provide Worker's Compensation Insurance as provided by law.

- d. The Employer shall comply with the Family and Medical Leave Act as required by law.
- e. Leave time is not intended for vacation purposes during the school year. In extenuating circumstances, the administrator may approve use of leave days.
- f. Any leave time extending beyond two (2) consecutive days must be pre-approved by the administrator at least one (1) week in advance or employee must provide documentation from his/her doctor to verify an illness.
- g. Employees may donate a maximum of three (3) Leave Bank days to fellow Clerical Staff Employees per year.

ARTICLE VI: FUNERAL LEAVE

- A. 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. Immediate family shall include: spouse, parents, parents-in-law, children, brother or sister, daughter-in-law, son-in-law, grandparents, grandchildren, or step-relatives. In extenuating circumstances, the administrator may approve days, not charged to the leave bank, for funerals outside the "family" or "step-family".

ARTICLE VII: REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

- A. The District reserves the right to determine when staff reduction is necessary. The District also reserves the right to institute layoffs based on the elimination of positions or through a combination of position elimination, or a reduction in work weeks, workdays, and/or work hours.
- B. In the event of job elimination or layoff, the order of reduction shall be:
 - i. Employee with least seniority;
 - ii. Competency as determined by administrator;
 - iii. Job evaluation as determined by administrator;
 - iv. Employee(s) with the most seniority will be laid off last.
 - v. The Employee will have bumping rights should a position be eliminated.
- C. Recall of Employees shall be:
 - i. The Employee with the most seniority who is on layoff will be the first

hired back provided that the employee is qualified to perform the duties of the open position.

- ii. No new hiring will be instituted until laid off employees are rehired or have submitted written refusal of the job
 - iii. Employees on layoff shall retain accumulated seniority
 - iv. The District has no obligation to post a position when an employee may be recalled to perform the work required.
- D. Seniority shall be defined as the Employee's first working day in the School District in the Bargaining Unit.
- E. An Employee shall lose his/her seniority if he/she resigns, retires, is discharged by the Board, or leaves the Bargaining Unit to take another position outside the Bargaining Unit. An Employee also loses seniority after being on layoff for twenty-four (24) months after effective date of layoff. A new seniority date would be determined if the Employee is hired or returns to a Bargaining Unit position on a later date.
- F. In the event of more than one individual Employee having the same seniority date, all individuals affected will participate in a drawing to determine position on the seniority list should layoff or recall be considered. After thirty (30) days of distribution, an employee may not object to the seniority list.

VIII: VACANCIES/NEW POSITIONS

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

ARTICLE IX: TERMINAL LEAVE

- A. Employees who upon permanent separation from the District and who have been employed by the District for at least ten (10) consecutive years will receive a terminal leave payment as follows:
- i. 10-15 years \$4,500
 - ii. 16-20 years \$5,000

iii. 21+ years \$5,500

- B. In the event of an Employee's death while still employed by Ovid-Elsie Area Schools and having met the requirement as set forth in Article IX: A, this benefit will be paid to the Employee's beneficiary as designated in writing. If the beneficiary is not designated, the terminal benefit will be paid in accordance to Section 10 of the Payment of Wages and Fringe Benefits Act, MCL 408.480.

ARTICLE X: SNOW DAYS/OVERTIME

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

ARTICLE XI: JURY DUTY

- A. The Employee shall be paid by the District at the daily rate of pay and the compensation paid from the court shall be submitted to the District, excluding allowance for mileage by the court.

ARTICLE XII: INSURANCE

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

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

- 1. BCBS \$1,350/\$2,700 deductible with HSA*
- 2. BCBS \$2,000/\$4,000 deductible with HSA*
- 3. BCBS \$3,000/\$6,000 deductible with HSA (embedded)*

The district agrees to provide the current annual hard cap amount for health insurance for the employees.

The Employer will make medical benefit plan cost contributions in the following amounts for the enrolled employee and his/her eligible dependents:

2018: Single: (\$6,560.52)
 Two: (\$13,720.07)
 Family: (\$17,892.36)

The district agrees to provide the current annual hard cap amount for health insurance for the employees.

These dollar amounts will be adjusted January 1 for the duration of the contract as specified by Michigan law.

Enrolled employees will be responsible for applicable medical benefit costs and premium amounts in excess of the Employer's contribution, as specified above. These amounts will be payroll deducted from the wages of the enrolled employee.

SET SEG Dental Insurance 80/20
SET SEG Vision Insurance Ultra Vision Plan III
\$20,000 Life insurance with AD&D

Long Term Disability

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

A. Payroll deductions towards the insurance premium and medical benefit plan costs shall be done bi-weekly.

B. In lieu of insurance, the Employee will receive \$200 monthly for one person, \$400 monthly for two people, \$450 monthly for three people, \$500 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. Employees electing this option must provide written verification that he/she is voluntarily waiving enrollment in insurance programs offered by the Employer and that he/she is enrolled in other medical coverage that is compliant with the Affordable Care Act.

C. If the spouse of the Employee does not cover the Employee who is not taking insurance in the future, then the Employee will be able to have insurance offered by the Employer, subject to the enrollment requirements of the insurance carrier.

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

ARTICLE XIII: HOURLY RATES

Starting Wage	\$9.39*
After 90 Working Days	\$13.60
Beginning with Year 2	\$15.27
Beginning with Year 5	\$16.03
Beginning with Year 8	\$16.83
Beginning with Year 11	\$17.67
Beginning with Year 15	\$18.20
Beginning with Year 20	\$18.75
	*Variable based on current minimum wage.

The District shall reimburse the Transportation Secretary 100% of the cost related to obtaining and maintaining a CDL. If the Transportation Secretary is needed to drive a school bus in any given situation (route, shuttle, etc.), the employee will be compensated a minimum of (1) hour of sub driver pay, documented on a timesheet. A CDL is not a required condition of employment.

ARTICLE XIV: DURATION OF AGREEMENT

- A. This Agreement shall be effective September 1, 2018 and continue in effect until August 31, 2021.
- 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, 2021, for the purpose of entering into a successor Agreement for the forthcoming year.

ARTICLE XV: GRIEVANCE PROCEDURE

- A. Definitions

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

B. Contents of Written Grievance(s)

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

C. Grievance Process (Steps)

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

5. If the grievance is appealed to the Superintendent, the Superintendent shall within ten (10) working days upon receipt of the grievance, set a meeting with the grievant and Grievance Committee to hear the grievance. The Superintendent shall then render a written reply to the grievance within five (5) working days of the meeting.
6. If not satisfied with the Superintendent's reply to the grievance, the grievant shall within ten (10) working days of the receipt of the Superintendent's reply, advise the Superintendent of its intent to appeal the grievance to the Michigan Relations Commission (MERC) Mediation Services.
7. If the grievance is not resolved in Step 6 within seven (7) working days of the mediation meeting, the grievance may be referred to the Board of Education. Grievances appealed to the Board of Education must be received at least seven (7) working days prior to a scheduled Board meeting.

ARTICLE XVI: CLERICAL EVALUATIONS

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

ARTICLE XVII: EMERGENCY MANAGER CLAUSE

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

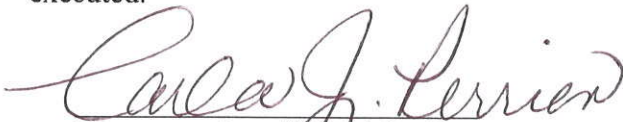
ADDENDUM A: SENIORITY LIST


CLERICAL STAFF - SENIORITY LIST

Carla Perrien	August 12, 1996
Teresa Russell	August 20, 2001
Valorie Zemla	August 15, 2011
Barb Ritenburg	August 15, 2011
Sue Horak	August 26, 2011
Chris Zehr	September 2, 2014
Rebecca Powell	August 29, 2016

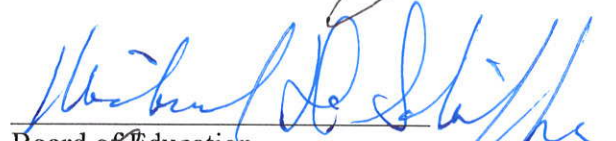
ADDENDUM B: AGREEMENT SIGNATURES


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



Representative, Clerical Staff

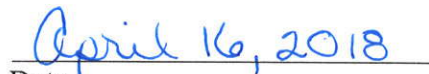

Board of Education


Representative, Clerical Staff


Board of Education


Superintendent


Date


Date

Name: _____ Date: _____

School/Building _____

No. of Years in this Assignment: _____

Below Average	Average	Above Average	N/A
------------------	---------	------------------	-----

I. Applicable Personal Relationships:

- | | | | | |
|---|-------|-------|-------|-------|
| a. Cooperation with Administrator | _____ | _____ | _____ | _____ |
| 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 administrator. | _____ | _____ | _____ | _____ |

II. Work Performance:

- | | | | | |
|---|-------|-------|-------|-------|
| _____ a. Develops respect by example in
appearance, manners, behavior,
language and interest. | _____ | _____ | _____ | _____ |
| b. Supervision in 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. Administrators
 - 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 administrator 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.