

Master Agreement

between

*Clio Area Schools
Board of Education*

and

*Clio Office
Personnel Association*

2003 - 2007

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AGREEMENT

This Agreement entered into this September 1, 2004, 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 sixty (60) 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

Dues Deduction

- A. During the term of this Agreement, the Board will honor written assignments of wages from the Union for the payment of Union dues. 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 jointly approved by the Association and the Board.
- B. All employees who are presently working under this Agreement shall not be required to become members of the Union and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make payments to the Union in an amount set by the Association and shall do the above as a condition of employment. These provisions do not apply to substitutes or temporary employees.

- C. The Union shall notify the Business Manager, in writing, of the amount of such dues and initiation fees. The Board will cause such dues and initiation fees to be remitted promptly to the Union, together with a written statement of the names of the employees for whom such deductions were made. Normally, deductions will be made on the second pay period of each month. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.
- D. All employees presently employed by the Clio Area Schools shall make the above payment to the Union on the first full pay period after the ratification of the contract by the members and the Board. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) days of employment with the Clio Area Schools.

Employees who fail to do this within fifty (50) calendar days after receiving the demand from the Union shall be dismissed within that fifty (50) day period.
- E. The Union shall indemnify the Board against any and all claims, demands, suits or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purposes of complying with the provisions of this Article.
- F. The President shall be notified of all new employees hired on a permanent basis and of all terminations.

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 three (3) weeks prior to the end of the previous work year. 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 as follows: For time worked beyond scheduled work day, up to eight (8) hours, the employee will receive regular pay and for time in excess of eight (8) hours per day and for time worked in excess of a forty (40) hour week, the employee will be entitled to time-and-one-half, or comp time, as agreed to between the employ

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 employee of the school.
- C. 1. No employee shall be disciplined, suspended or discharged 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 sixty (60) 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.
- F. Each year during the length of this contract, the Board shall make available an amount of money equal to \$100, times the number of bargaining unit members, to be used by bargaining unit members for in-service training. Approval for use of funds for in-service training will be approval of the building Administration, the bargaining unit President and the Assistant Superintendent. It is agreed that such in-service monies may be used by individuals to cover costs of classes which will enhance their job performance abilities and knowledge.
- G. 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.

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. Any employee may apply for such position. New employees will not be hired into the vacant position if a seniority employee or employee who is on lay-off in the bargaining unit applies for the position and has the ability to do the work. In filling such vacancy, the Board agrees to fill the position with the bargaining unit member having the highest seniority who meets the qualifications. After the posting period, if qualified bids are received, a recommendation will be taken to the next regularly scheduled Board meeting.
- 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 employees 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, lay-offs shall be in reverse order of seniority within their classification, provided the senior employee has the ability to do the work required. 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 which is held by the least senior employee. Lay-offs in Class I will be on the basis of district-wide seniority. 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 child care 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 eight (8) 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 Assistant Superintendent of Personnel.
 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 Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent of Personnel's decision will be final.
7. If the employee does not accept the Assistant Superintendent 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 Assistant Superintendent 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 22, 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 the full premium benefits for health, dental and vision insurance paid for by the Board. Employees who are assigned on a regular basis to five (5) hours or more per day and meet other eligibility requirements shall have the Board's premium payment of health, dental, and vision insurance benefits pro-rated to eighty (80%) per-cent, based upon the hours worked (5 hours = 80% of Board's share). Those employees who do not qualify for the premium paid for by the Board in total shall have their deduction for the difference on a payroll deduction basis. 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 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. Those employees who are eligible for fringe benefits shall receive either:

Plan A

MESSA SuperCare I (\$100.00 deductible, \$5/\$10 Rx non-reimbursable), Hearing Care Rider, Preventive Care Rider

Additional premium costs for sponsored dependents will not be paid by Board

Long-Term Disability: 70%, \$5,000 maximum, 90 calendar days freeze on off-sets, mental/ nervous – 2 years, 3 month survivor benefit.

Life Insurance: \$25,000 (AD/D) plus \$5,000 (AD/D) in health plan

Vision Insurance: VSP 3

Dental Plan: Delta Dental, 80/80/80, \$1,000, 80% Ortho \$1,300.00

Plan B

For those employees not needing health insurance, all of the above benefits of Plan A (means no MESSA SuperCare I) except life insurance will be \$30,000 (AD/D) and each Plan B participant shall receive a cash option in lieu of health benefits.

The Board shall develop and implement a qualified document which complies with Section 125 of the Internal Revenue Code (the "Plan").

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.

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.

The Plan will become effective July 1, 1997. Benefits currently being provided to bargaining unit member employees shall continue as contained in the Collective Bargaining Agreement, up to and after the effective date of 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.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

Cash Option Amount

2003-04	\$220 per month	(\$2,640 yearly max)
2004-05	\$220 per month	(\$2,640 yearly max)
2005-06	\$220 per month	(\$2,640 yearly max)
2006-07	\$220 per month	(\$2,640 yearly max)

- C. 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. Excluded would be Worker's Compensation days.
- D. 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, and fifteen (15) days after five (5) 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 weeks of the school year.

ARTICLE IX

Leaves

- 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 disability⁶ 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 Business Manager. 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 re-quest 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 return to the employee's same 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.
- 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

Evaluations

The Board and the Association agree that the primary function of evaluations 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, 2003 through June 30, 2007.
- B. This Agreement supersedes any existing policy with which it conflicts.

**CLIO AREA SCHOOLS
BOARD OF EDUCATION**

**CLIO OFFICE PERSONNEL PARA-
PROFESSIONAL ASSOCIATION MEA/NEA**

President

President

Secretary

Secretary

Date

Date

APPENDIX A

WAGES

2003-04 Retroactive to beginning of 2003-04 School Year

<u>CLASSIFICATION</u>	I	II	III	IV	V
1 st Year	\$17,619	\$17,894	\$21,878	\$22,535	\$27,077
2 nd Year	\$18,194	\$18,469	\$22,453	\$23,110	\$27,636
3 rd Year	\$18,769	\$19,044	\$23,028	\$23,685	\$28,211

Years 2004-05, 2005-06 and 2006-07 will increase by 50% of the percentage increase in the state foundation allowance from the previous year, with a minimum of 2% and a maximum of 3%. If the foundation allowance has not been determined by July 1st, then the minimum will be applied. When the actual foundation allowance is determined, any increase above the minimum will be pro-rated over the rest of the year.

Classification IV will receive an additional 10¢ per hour increase (retroactive) for the first year of the contract, and an additional 10¢ per hour increase for the second year of the contract. Starting with the 2005-06 school year, Classification iv and v will earn the same per hour wage.

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

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:

<u>CATEGORY</u>	2003-04 [*]
1. 11-15 Years	\$500
2. 16-20 Years	\$550
3. 21-25 Years	\$600
4. 26+ Years	\$650

*** Longevity will be paid each year thereafter for the life of the contract.**

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:

2003-04	\$650.00 [*]
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*** To be paid each year thereafter for the life of the contract.**

VALUE ADDED

The Board and secretaries agree that there are professional practices that enhance student success. To that end, the parties have defined below, student outcomes and professional practices that shall be the focus of the Value Added Initiative:

1. 50% CPR Certified
2. Three (3) events per semester
3. 85% attendance at Open House
4. 85% attendance at District provided Professional Development
5. 85% attendance at one event per semester, per Principal request.

All secretaries must achieve all of the applicable outcomes and practices above to receive an annual lump sum payment of 1.0% of salary per Appendix A – Wages.

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 E

Evaluation

Secretarial Evaluation

Classification _____

Date _____

Evaluation Period _____

Location _____

Status: _____ Probationary _____ Continuing

THE EVALUATION PROCESS

Evaluation is a process whereby staff members are apprised of the quality of their performance.

The primary purpose of the evaluation form is to encourage positive interaction between the supervisor and secretary to realize improvement. Whether the instrument and the process are productive depends upon the attitudes of the involved parties. To be most effective, it is assumed that the evaluation will occur in an atmosphere of sensitivity, understanding, support, candor and trust by both the evaluator and the person being evaluated.

The characters, though not all inclusive, are intended to stimulate constructive discussion regarding the staff member's competence. They are arranged in four categories to provide an organized approach to viewing the staff member's competence. These categories are: Job Performance, Personal Characteristics, Goals, and Evaluation Summary

JOB PERFORMANCE

Place an "X" at the appropriate point on the scale beside each item being assessed. A rating of "Needs Attention" indicates that change is needed in that area and the supervisor and secretary should meet to discuss ways of improving his/her performance. If an employee receives a "Needs Attention", it must be accompanied by an explanation in the space provided under "Evaluation Notes and Recommendations".

	<u>Excellent</u>	<u>Good</u>	<u>Average</u>	<u>Needs Attention</u>	<u>N/A</u>
A. <i>Organizing and Handling of Daily Office Routine</i> – Consider how systematically and efficiently the employee plans and organizes work; schedules work with proper sense of priorities, etc.	_____	_____	_____	_____	_____
B. <i>Dictation/Transcribing Abilities</i> – Consider accuracy and speed in relationship to finished copy; editing of copy; i.e., grammar, appearance and appropriateness for intended useage	_____	_____	_____	_____	_____
C. <i>Using Word Processor</i> – Consider how proficiently the employe produces material, taking into account quality of work produced, neatness & accuracy and suitability of lay-out for intended purpose.	_____	_____	_____	_____	_____
D. <i>Handling correspondence</i> – Screening of incoming and outgoing correspondence; maintenance of mailing lists; classifying and filing of correspondence; and maintaining confidentiality.	_____	_____	_____	_____	_____
E. <i>Handling Schedules/Assignments</i> – Accurate records of schedules, appointments, meetings, etc.; whether these are followed up with sufficient notice, etc.	_____	_____	_____	_____	_____

	<u>Excellent</u>	<u>Good</u>	<u>Average</u>	<u>Needs Attention</u>	<u>N/A</u>
F. <i>Handling Telephone Conversations</i> – Satisfactory handling of telephone requests, inquiries, etc. Courteous and diplomatic.	_____	_____	_____	_____	_____
G. <i>Maintaining Files/Records</i> – How files are arranged; whether materials are correctly classified; files neat and orderly; files current; services provided from files prompt and efficient.	_____	_____	_____	_____	_____
H. <i>Preparing/Processing Records/Reports</i> – employee's handling and preparation of records, statements, reports, etc.; meeting schedule requirements, handling of special statements, reports, etc.	_____	_____	_____	_____	_____
I. <i>Using Office Machines</i> – Proficient usage and maintenance of office machines necessary to perform the job.	_____	_____	_____	_____	_____
J. <i>Bookkeeping Skills</i> – Consider the degree of responsibility the employee assumes in maintaining financial records, taking into account the accuracy and efficiency displayed in handling bookkeeping records.	_____	_____	_____	_____	_____
K. <i>Collecting and Handling Money</i> – Consider how efficiently and accurately employee collects, handles and records all monies.	_____	_____	_____	_____	_____
L. <i>Using Source Materials</i> – Employee's ability to analyze and interpret source material; select and assemble additional information, if required; organize data for processing; clearing up questions pertaining to source material prior to processing.	_____	_____	_____	_____	_____
M. <i>Meeting Assignment Requirements</i> – Quantity and quality of work; employee's ability to meet deadlines; finalization of assignments; proper disposition of completed work.	_____	_____	_____	_____	_____
N. <i>Meeting/Dealing with the Public</i> – Employee handling of relations with the public including a courteous demeanor both over the telephone and in person when answering requests or furnishing information, and any other public contacts.	_____	_____	_____	_____	_____
O. <i>Meeting/Dealing with Students</i> – Employee handling of situations involving students; answering questions; providing assistance in a cordial and courteous manner; providing a settling influence when necessary.	_____	_____	_____	_____	_____
P. <i>Working without Supervision</i> – Employee's ability to work without constant supervision and make routine decisions.	_____	_____	_____	_____	_____
Q. <i>Computer Literacy</i> – Employee's ability to learn and use new computer programs.	_____	_____	_____	_____	_____

Evaluation Notes and Recommendations

Personal Characteristics

Place an "X" at the appropriate point on the scale beside each item being assessed. A rating of "Needs Attention" indicates that change is needed in that area and the supervisor and secretary should meet to discuss ways of improving his/her performance. If an employee receives a "Needs Attention," it must be accompanied by an explanation in the space provided under "Evaluation Notes and Recommendations".

	<u>Excellent</u>	<u>Good</u>	<u>Average</u>	<u>Needs Attention</u>	<u>N/A</u>
A. <i>Ability to Work with Others</i> – Employee's cooperation, self-control, tact, and working relations influence overall job effectiveness.	_____	_____	_____	_____	_____
B. <i>Ability to Carry Out Responsibilities</i> – Resourcefulness; ability to plan and organize work; productive work habits.	_____	_____	_____	_____	_____
C. <i>Appearance</i> – The personal impression an individual makes on others (consider grooming, dress, etc.).	_____	_____	_____	_____	_____
D. <i>Initiative</i> – Energy, drive displayed in completing assignments.	_____	_____	_____	_____	_____
E. <i>Punctuality</i> – Consider regularity in conforming to work hours.	_____	_____	_____	_____	_____

Evaluation Notes and Recommendations:

GOALS

To be completed by Administrator and/or Secretary. Goals may be developed jointly and/or individually.

EVALUATION SUMMARY

The evaluation summary should provide the secretary with an overall qualitative statement of his/her effectiveness and competence, as well as suggestions and/or plans for improvement.

Unless otherwise stated in this evaluation, continued employment is recommended for secretaries on "Continuing Employment Status."

For this probationary employee, I recommend: _____

Administrator's Signature: _____ Date: _____

Secretary's Signature: _____ Date: _____
(My signature only acknowledges that I have read my evaluation report)

Secretary's Response: Secretaries are encouraged to comment on the evaluation, the evaluation process, and the outcome.

Signatures: Secretary: _____ Date: _____

Administrator: _____ Date: _____
(My signature only acknowledges that I have read this statement)

RECOMMENDATION TO THE SUPERINTENDENT IN THE EVENT OF UNSATISFACTORY PERFORMANCE

Recommendation for Improvement (To be filled out in the event the secretary receives an unsatisfactory rating).

The evaluator must provide plans and suggestions for improvement as follows:

1. Record area(s) of unsatisfactory performance.
2. Establish expected improvement performance level.
3. Develop objectives or plan of action to obtain expected improvement
4. Establish a reasonable period of time in which to attain the desired improvement
5. Establish a schedule of period conferences to review progress toward attaining improvement objectives.
6. State what action may occur if those desired results are not achieved.

Signatures: Administrator: _____ Date: _____

Secretary: _____ Date: _____
(My signature only acknowledges that I have read my evaluation report)