

6/30/96

AGREEMENT

Between

EAU CLAIRE PUBLIC SCHOOLS

And

THE EAU CLAIRE CLERICAL ASSOCIATION

Eau Claire Public Schools

July 1, 1993 - June 30, 1996

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

APPENDIX

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AGREEMENT

This AGREEMENT entered into this first day of July, 1993 between the Eau Claire Public Schools, hereinafter referred to as the "Board" and the Eau Claire Clerical Educational Office Personnel, hereinafter referred to as the "Association".

WITNESSETH

Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its office personnel with respect to hours, wages and terms and conditions of employment.

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965 for all Clerical Educational Office Personnel that are employed by the Board for the duration of this Agreement. The secretary to the Superintendent and other office personnel as confidential employees dealing with labor relations matters shall be excluded from the bargaining unit.

ARTICLE II - MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself the right and ability to exercise all of its inherent and legal rights, authority, powers and responsibilities, including and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;

2. Hire all employees and determine their qualification and the conditions of their continued employment;

3. Promote, transfer and assign all employees;

4. Determine the size of the work force, positions of employment and job descriptions and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;

5. Establish, continue or revise policies and/or rules and regulations regarding the conduct of employees in the work place, the manner and method of performing work and the procedures for administering and accounting for employee attendance and utilization of the rights and benefits provided by the collective bargaining agreement;

6. Discharge, demote and discipline employees;

7. Establish, modify, change or cancel any work, business or school schedules, hours or days;

8. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, determine the standards of operation and performance and determine the means, method and

processes of performing and/or accomplishing the work to be done including the assignment and distribution of tasks and work among the work force of the school district and the contracting with any other person or business entity;

9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

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

The exercise of the foregoing rights, authority, powers and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the state of Michigan and the Constitution and laws of the United States.

B. The express inclusion of an affirmative statement or delineation of any specific rights of the Employer anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Employer not so mentioned and hereby retained by the Employer.

C. In the event of a claim of violation, misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

ARTICLE III- HOURS OF WORK

1. The normally scheduled hours for 52 week employees shall be an 8-hour day, with a 1/2 hour paid, if taken at the work site lunch period. All other employees in the bargaining unit shall work an 8-hour day with a 1/2 hour paid if taken at the work site lunch period. They shall also be entitled to one 15-minute break in the morning, and one 15-minute break in the afternoon. Lunch, break and working hours shall be established by the building principal.
2. The junior/senior high school will be staffed with two (2) forty-two (42) secretarial positions. Job descriptions/responsibilities will be as defined by administration. The elementary school/summer migrant secretarial position shall be a fifty-two (52) week position. Winter Break and student Spring Break are part of the contract year for fifty-two (52) week employees only.
3. Those employees who have been authorized by their immediate supervisor to work overtime shall be paid at time and one-half ($1\frac{1}{2}$) for hours worked in excess of eight (8) hours in any one day.
4. All new clerical personnel shall serve a probationary period of sixty (60) working days.

ARTICLE IV - SENIORITY

If the employer determines that it is necessary to effectuate a decrease in staff during or at the conclusion of any school year, the District will so advise the affected employees as soon as possible. In the event of such reduction, employees with the greatest amount of

continuous service in the School District from their last date of hire in the bargaining unit shall be ones retained by the District, provided the work assignment comes within the area of their known and demonstrable qualifications and competency.

In the event employees begin work the same day such employees shall be placed on the seniority list based on the highest qualifications of skills as recommended by the Administration and approve by the Board of Education.

ARTICLE V - VACANCIES, NEW POSITIONS, AND TRANSFERS

Whenever a vacancy or new position occurs, the District shall post the position and the employee wishing to apply must do so by informing the Superintendent in writing within 5 days.

ARTICLE VI - SCHOOL CLOSING

On days that school must be closed because of bad weather or other emergencies, employees shall receive their normal day's pay and shall report for work only if notified by a district spokesperson. In the event school days are added to the school calendar where the district would have lost state aid, clerical personnel shall be required to work the rescheduled days with no additional compensation. Clerical personnel will have the option of charging the time to vacation days, personal business days, sick days or an unpaid day for each state mandated make-up day.

ARTICLE VII - SICK LEAVE

- A. Employee shall receive one Sick Leave Day per month worked, accumulation to 150 days. Such leave may be utilized for personal and immediate family illness, and funerals.
- B. Family Medical Leave - To the extent required by the provisions of the federal Family and Medical Leave Act of 1993 (FMLA), any bargaining unit employee shall be granted leave for the purposes and subject to the terms and conditions as provided by the Family and Medical Leave Act of 1993 (FMLA) in all respects.

ARTICLE VIII - PERSONAL LEAVE

Employee may use 2 Sick Leave/^{Days}per year for personal business. The purpose of the personal business day is to relieve the employee of financial hardship in situations over which they have no control. Application for this leave must be submitted in writing to their supervisor at least 48 hours in advance, except in the event of emergency when a short notice may be accepted. Personal leave may not be used the day prior to or day after a holiday or vacation.

ARTICLE IX - INSURANCE AND FRINGE BENEFITS

A. The Board shall provide payment of premium for the insurance coverage selected by the employee and that the employee may elect Plan A or Plan B.

B. Any Clerical employee employed by the Board, upon retirement or resignation shall receive as additional gross earnings, a sum of money equal to the total number of the clerical employee's accumulated and unused personal and sick leave days times 50% of the then daily wage up to 150 days after a minimum of ten (10) years service.

C. The Board of Education has the right to choose the insurance carrier as long as comparable coverage is provided to the employee consistent with other employee groups.

This additional amount shall be subject to taxes and other deductions as normally affecting earnings.

ARTICLE X - VACATION

Fifty-two (52) week clerical employees only shall receive the following paid vacation periods:

- After one (1) year - 5 days
- After two (2) years - 10 days
- After five (5) years - 15 days
- After fifteen (15) years - 20 days

Employees may use earned vacation days anytime throughout the year subject to administrative approval.

No current employee shall lose any earned vacation days as a result of the reduced work year effected in 1994-95.

Any earned vacation time shall be paid if or when an employee leaves the district, based on the above schedule.

ARTICLE XI- PAID HOLIDAYS

All clerical employees shall have the following paid holidays:

- | | | |
|-----------------------------|-----------------------------------|--------------------|
| New Year's Day | Memorial Day | Christmas Eve Day |
| Martin Luther King Birthday | Labor Day | Christmas Day |
| Presidents' Day | Thanksgiving Day | Christmas Eve Day |
| Good Friday | Friday following Thanksgiving Day | New Year's Eve Day |

If any of the above days are scheduled as a school day, then a compensatory day will be provided. A compensatory day shall be arranged that is mutually agreed to between the employee and the immediate supervisor. To be eligible for paid holidays the employee must work the scheduled day before and the scheduled day following the holiday unless pre-arranged with immediate supervisor or a documented illness by a physician accepted.

ARTICLE XII - GRIEVANCE PROCEDURE

A. Any employee(s) within the bargaining unit believing that there has been a violation, a misinterpretation, or a misapplication of any provision of the Agreement relating to wages, hours, terms or conditions of employment, shall promptly take the matter up with the employee's supervisor. Any grievance not initiated within two (2) working days is considered null and void.

B. Adjustment of Grievances: Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner.

- a. Level One. The employee with a grievance shall first discuss the matter with the employee's immediate supervisor or principal, either directly or through the Association Representative, with the object of resolving the matter informally. After receipt of written grievance the immediate supervisor shall issue a decision within seven (7) days.
- b. Level Two. In the event that the employee is not satisfied with the disposition of the grievance at Level One, the employee shall, within five (5) working days file, the grievance, in writing, to the Superintendent who shall issue a decision within seven (7) days of receipt.
- c. Level Three. In the event that the employee is not satisfied with the disposition of the grievance at Level Two, the employee shall, within five (5) working days, file the grievance, in writing, to the Board through the Superintendent or designee.
- d. Within twenty (20) working days from date of submission to

Superintendent or designee of the grievance the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, provided however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) working days after its submission to the Board.

- e. If any employee for who a grievance is sustained shall be found to have been unjustly discharged, the employee shall be reinstated with full reimbursement of all compensation and benefits lost.

ARTICLE XIII - COMPENSATION

Job Classification and hourly rates of pay shall be as follows:

	Probationary <u>to Year 1</u>	2-5 <u>Years</u>	6-10 <u>Years</u>	11-15 <u>Years</u>	15+ <u>Years</u>
1992-93	\$9.47	\$10.71	\$10.93	\$11.16	\$11.50

1. One secretary will be responsible for the calling of substitute teachers for the district.
2. An answering machine will be installed at the appropriate building office.
3. The secretary in charge of substitute calling will come in at 6:00

A.M. and leave at 2:00 P.M.

4. A \$300.00 bonus is given to the secretary who, as part of his/her responsibilities, is to secure substitute teachers.
5. Pre-arranged absence for personal days, workshops and seminars will be the responsibility fo the individual as per teacher contract.
6. Teachers will call the answering service before 6:15 A.M. in case of illness.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

- A. Employees requested to appear for jury qualification or service shall receive their pay from the Employer for the actual time lost as a result of such appearance of service, less any compensation received for such jury service.

In the event an employee is released from jury duty in sufficient time to return to work and perform at least two (2) hours work, the employee shall be expected to return and perform their normal, customary duties. Jury duty pay will be subject to proof of service.

- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all Clerical Personnel now employed or hereafter employed by the Board.
- C. The Board shall bond all secretaries covered in this agreement as well as pay the necessary fees so that secretaries are also Notary Publics.

ARTICLE XV - NEGOTIATION PROCEDURES

- A. This agreement shall continue in full force and effect until June 30, 1996, with the exception of salary, paid benefits and extra stipends, etc., which will be opened for negotiation prior to October 1, 1994. Salary, paid benefits, extra stipends, etc., would remain the same until/unless successor language as to these issues are agreed upon.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of clerical personnel employed by the Board.

ARTICLE XVI - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1993 and shall continue in effect until June 30, 1996 This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

SUPERINTENDENT

EAU CLAIRE CLERICAL

David a. Gray

Kathleen A. Bailey
Joyce Williams

