

**ONSTED COMMUNITY SCHOOLS
ADMINISTRATIVE ASSISTANTS' MASTER AGREEMENT
JULY 1, 2009 - JUNE 30, 2011**

This agreement made this day, June 30, 2009, between the Onsted School Administrative Assistants (hereinafter also know as employees), Lenawee County, and the Onsted Board of Education.

The employee's duties are set forth in the job description book, a copy of which shall be provided to the employee at each contract renewal.

ARTICLE I – SICK LEAVE AND/OR EMERGENCY CARE OF FAMILY DAYS

Twelve (12) sick days and/or emergency care of family days per year accumulative to sixty-seven (67) days. The days are to be used for absences due to illness and/or emergency care of family.

At the end of the contract year, all accumulated sick/personal days over sixty-seven (67), will be paid at twenty-five (25%) percent of the administrative assistant's rate.

Upon retirement or resignation, after ten (10) continuous years of service, the Board of Education will pay the administrative assistant twenty-five (25%) percent of the accumulated sick/personal business leave.

ARTICLE II – BUSINESS DAYS

Three (3) business days per year accumulated to sick leave if not used.

ARTICLE III – PAID HOLIDAYS

Friday before Labor Day, Labor Day, Thanksgiving Day plus one day after, Memorial Day, Christmas Day plus one day before, New Year's Day plus one day before, Independence Day plus one day before (for those working in July) and all day Good Friday unless school is in session. In the event a holiday falls on either a Saturday or a Sunday, a comparable working day off will be allowed.

ARTICLE IV – DEATH IN FAMILY

Five (5) days will be given in case of death in the immediate family, which includes: husband, wife, child, step-child, mother, father, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, grandparent, and grandchild. Any deviation from this must be approved by the Superintendent.

ARTICLE V – VACANCIES, NEW POSITION, TRANSFERS

In the event a vacancy occurs or a new position is created, the position will be posted within ten (10) working days from the date of vacancy or opening, and administrative assistants shall be given five (5) working days in which to make application to fill the vacancy or new position. Present employees will be given consideration. In the event an administrative assistant moves from one job to another within the same classification, he/she shall transfer at his/her current rate of pay.

LAYOFF AND RECALL

1. A layoff shall be defined as a determination by the Board to effectuate a reduction in the total number of employees within a particular classification, which reduction is implemented by completely discontinuing the employment of a designated number of individual employees.

A reduction shall be defined as a determination by the Board to effectuate a reduction in a particular number of employee's hours by one hour or more within a particular classification. The reduction is implemented by reducing the number of hours (more than one per day) of employment of a designated number of individual employees.

A vacancy shall be defined as a newly created position or a present position the Board intends to fill. A vacancy only exists when there are fewer employees presently employed in a classification than the number of positions in that classification. Positions resulting from layoff are considered vacancies.

The Board will determine if a position is to be eliminated and will notify the representative/designee of Administrative Assistants to seek input.

2. No employee shall be laid off, or shall receive job elimination or shall receive a reduction pursuant to a necessary reduction in the work force unless said employee has been notified in writing at least twenty (20) working days prior to the effective date of layoff, job elimination or reduction. Such notice will not apply when layoff, job elimination or reduction is necessitated by millage failures, work stoppages, or Acts of God.
3. The job elimination/reduction procedure shall be individually applied within each classification as follows:
 - A) Probationary employees shall be laid-off first provided there are more senior employees who possess the qualifications to perform the job.
 - B) In the event seniority employees must be laid-off, layoff shall be determined by the following order:
 - A) The least senior within the classification being reduced, provided there are more senior employees, remaining within the classification who possess the qualifications to perform the duties of the position(s) available.
 - C) Job eliminations will be based on positions.
 - D) In the event a position is eliminated, or the number of hours are reduced by more than one (1) hour per day, the employee directly affected by this action, may exercise his/her right to move to the position held by the employee with the least seniority within the unit, and whose position has at least the same number of hours as the position directly affected by the hour reduction or position elimination.
 - E) Employees on layoff who are qualified shall be considered before the hiring of new employees outside the district for a vacant position in another unit classification. Laid off employees will be given first consideration on a substitute list.

- F) An employee offered his/her former position who declines recall shall forfeit his/her seniority rights.
- G) Employees shall remain on recall list for a period of one (1) year, or time equal to the length of their seniority, not to exceed two (2) years.

ARTICLE VI – EDUCATION

The District will pay for courses, conferences, or workshops if related to duties performed, and prior approval is granted by the Superintendent.

ARTICLE VII – NEW EMPLOYEES

An employee who starts in a administrative assistant position, full or part time, will start at Step 0.

ARTICLE VIII – BENEFITS

Benefits for all employees will be prorated based upon the number of months and hours per day contracted. An employee contracted for the school year, (10months 8 hours per day), will be considered full time, and will receive the maximum benefit. An employee contracted for less than full time shall have benefits prorated, and shall receive a percentage of the same benefits as full time employees.

Examples of how the Section 125 would be prorated:

Employee contracted for 10 months working 6 hours per day (school year, part-time)

$$10/10 \times 12 = 12$$

$$6/8 \times 12 = 9$$

9 x monthly benefit

Employee working 5 months for 8 hours per day (less than school year, full-time)

$$5/10 \times 12 = 6$$

$$8/8 \times 6 = 6$$

6 x monthly benefit

Employee contracted for 5 months, working 6 hours per day (less than school year, part-time)

$$5/10 \times 12 = 6$$

$$6/8 \times 6 \text{ months} = 4.5$$

4.5 x monthly benefit

Employee on paid leave is considered employed for purpose of proration.

Benefits will be effective on the first day of the month following 30 days of employment from the date of Board approval.

ARTICLE IX – INSURANCE (Section 125 – See Plan Document)

Open enrollment January 1 – December 31

Plan A – The Board of Education will provide Priority Health HSA POS health care coverage, life insurance, accidental death and dismemberment, Spectera Vision, 80/80 Dental, Mutual of Omaha Life and AD&D and Mutual of Omaha Long Term Disability with a 90 calendar day modified fill at 66 2/3% compensation with a 5% minimum monthly income at the proration stated in Article VII to employees. District paid amount of Priority Health HSA POS health care coverage not to exceed \$1,244.52 per month for the 2009-2010 school year. District paid amount of Set-Seg HAS POS health care coverage not to exceed \$1,368.97 per month for the 2010 – 2011 school year.

PLAN B - Not to exceed \$350.00 per month for 12 months (\$4,200.00) for 2009 – 2010 and 2010 – 2011 school years at the proration stated in Article VII. Board will pay the 12th month for those who qualify for 10 months of paid insurance. The Board of Education will provide Mutual of Omaha Long Term Disability with a 90 calendar day modified fill at 66 2/3% compensation with a 5% minimum monthly income at the proration stated in Article VII to employees.

4. Group Mutual of Omaha Long Term Disability (Board Paid)
5. Options Provided by Medical Insurance Carrier (as elected by employee)
6. Cash: \$350.00 per month (\$4,200.00 – 12 months) less cost of options for the 2009 – 2010 and 2010 – 2011 school years, to be determined at the rate explained above. It is the administrative assistant's responsibility to notify the business office of any/all options each year. Upon request, the business office will provide each employee with a printout of current options taken by the administrative assistant.

If Plan B is selected, the stipend will be paid equally on a biweekly basis. If the administrative assistant leaves in mid-year, any unearned benefits will be deducted from his/her final payroll check.

ARTICLE X – SALARY

As contracted salaried employees, receiving benefits based on 12 month employment with unpaid summer vacation, and working non student days, employees will have the option of choosing between twenty-one (21), or twenty-six (26) pays. Employees will notify the business office each year as to which pay option they choose.

For purposes of calculation, (i.e.days worked in addition to the total number contracted, overtime worked over forty (40) hrs. per week, etc.), the following hourly rate scale will be used. A Forty (40) hr. work week will include holidays and leave pay when calculating overtime.

Step	2009-2010	2010-2011
0	12.43	12.65
1	13.38	13.61
2	14.13	14.38
3	15.16	15.43
7	15.25	15.52
10	15.34	15.61
15	15.48	15.75

Step	2009-2010	2010-2011
0	19,987.44	20,341.20
1	21,515.04	21,884.88
2	22,721.04	23,123.04
3	24,377.28	24,811.44
7	24,522.00	24,956.16
10	24,666.72	25,100.88
15	24,891.84	25,326.00

*The above wage scale is based on 8 hrs. per day, 201 days per school year, (hourly wage to be figured from the following scale based on the following formula: 177 student days, (177 for 2009-2010; 2010-2011 TBD), 9 working days prior to the beginning of the school year for students, (2 weeks before Labor Day), 5 days after the student school year has ended, and 10 paid holiday days. The exception to the above is the athletic office administrative assistant who will work 5 additional days as agreed with athletic director. Individual wage verification sheets will be prepared yearly based on number of contracted hours per day, and contracted days per school year.

Comp/flex time by administrative assistants is not encouraged by the school district. However when this cannot be avoided, and with pre-approval from administration/supervisor, comp/flex time shall be used during the pay period it is accumulated, whenever possible.

Employees hired prior to the end of the calendar year shall be considered employed for the entire year. The year will be counted for longevity purposes. Otherwise the year will not be considered and the employee shall remain on the same step as in the subsequent year.

Longevity payments will be made as follows:

Year 6, 7, 8	\$150
Year 9, 10, 11, 12, 13	\$250
Year 14, 14+	\$350

Payments will be made in a lump sum at the conclusion of each school year in which the employee worked the scheduled years of service.

ARTICLE XI – SNOW DAYS; SCHOOL DELAYS; IN-SERVICE DAYS; SCHOOL IMPROVEMENT/EARLY DISMISSAL DAYS

In the event school is canceled prior to the start of the employees' work day due to inclement weather or conditions not within control of the district, employees will not be required to report for work and will be paid their regular rate of pay, if the District is not required to make up such days to receive State Aid payments. Employees who are called in to work by their supervisor on days when school is canceled prior to the start of the school day will be compensated for actual hours worked at the overtime rate of pay. When called in by supervisor, total per hour wage not to exceed 1.5 times the hourly rate for the number of hours worked. In the event the District needs to make up additional days, employees will not be paid for the additional days at the end of the year. Double payment will not be made for days that employees choose to work when they are not required to report.

In the event school is delayed prior to the start of the employees' work day due to inclement weather or conditions not within control of the District, employees will not be required to report for their normally scheduled work day, with no loss of pay, until the amount of delay time has elapsed from their normal start time (i.e. start time 7:00 am, two (2) hour delay, adjusted start time 9:00 am). Employees who are called in to work by their supervisor, before the delay time has elapsed will be compensated for actual hours worked. Employees who are asked by, and are in agreement with, their supervisor to work on days not covered by this contract, shall be compensated at an hourly rate of 1.5 times their rate of pay based on the pay scale covered by this contract. Total per hour wage not to exceed 1.5 times the hourly rate for the number of the hours worked.

In the event school is canceled after the start of the employees' workday due to inclement weather, or conditions not within the control of the District, employees may leave with no loss of pay.

Teacher professional development days are not scheduled workdays for administrative assistants. School improvement/early dismissal days are considered regular workdays for administrative assistants.

Total Staff Development Day: District superintendent will determine need for attendance based on program relevance to assistants. Prior approval by the superintendent will need to be obtained by an individual who is unable to attend. Daily pay to be calculated using the hourly wage scale in Article X.

ARTICLE XII – JURY DUTY

Any employee, covered by this agreement, called for jury duty, or who is subpoenaed to testify on behalf of the Board during work hours in a work related matter, shall suffer no loss of compensation due to his/her required absence from his/her regular duties of employment for the time required. If employees are summoned and report for jury duty, they shall be paid the difference between the amount they receive as a juror and their normal pay, provided they make themselves available for work within their regular work schedule when not occupied for jury duty. It is understood and agreed that employees shall be required to report to work on any and all days when they are not sitting as a juror. To be eligible for jury duty pay differential, employees must furnish the employer with a written statement, from the appropriate public official, listing the amount and the dates they received pay for jury duty.

ARTICLE XIII – BREAKS AND LUNCH HOURS

Administrative assistants who work at least 4 hours per day are entitled to a paid 15-minute break; 6 hours per day are also entitled to an unpaid ½ hour lunch break; 8 hours per day are entitled to an additional paid 15-minute break.

ARTICLE XIV – GRIEVANCE PROCEDURE

- H) A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- I) The following matters shall not be the basis of any grievance filed under the procedure outlined in this article;
 - 1. The termination of services of or failure to re-employ any probationary employee.
 - 2. Employee evaluations.
 - 3. Any matter for which there is recourse under State or Federal statutes.
- C) The term “days” as used herein shall mean days in which school is in session. Time limits may be extended upon written mutual agreement between the parties.
- D) Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant/s, or bargaining unit representative;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violations;
 - 4. It shall cite the section or subsections of this contract alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth.

- E) Procedure:
 - 1. Level One: An employee alleging a violation of the express provisions of this contract shall within fifteen (15) days of its alleged occurrence, or when knowledge of occurrence was obtained, orally discuss the grievance with his/her supervisor.
If no resolution is obtained within three (3) days of the discussion the employee shall reduce the grievance to writing and file with his/her supervisor within eight (8) days of the initial discussion.
Within five (5) days of receipt of the written grievance, the supervisor shall render a decision in writing.
If no resolution is obtained, the employee shall proceed within five (5) days of receipt of the supervisor's decision to Level Two.
 - 2. Level Two: A copy of the written grievance and the supervisor's decision shall be filed with the Superintendent or his designated agent. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated bargaining unit representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion the Superintendent or his/her designated agent shall render his decision in writing.
 - 3. Level Three:
 - a) Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within five (5) business days from date of receipt of the decision rendered by the Superintendent of Schools. The Board of Education shall meet with the grievant and/or the designated bargaining unit representative, at the option of the grievant, at a mutually agreed upon time, but no later than its next regular meeting.
 - b) The Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of their meeting with the grievant and/or the designated bargaining unit representative.

4. Level Four:

- a) If the appealing party is not satisfied with the deposition of the grievance by the Board of Education, or if no disposition has been made within the period above provided, then within fifteen (15) calendar days the grievance may be submitted to the American Arbitration Association in accordance with their rules, which shall likewise govern the arbitration proceedings.
- b) The Arbitrator, the Bargaining Unit, or the Employer may call any relative person as a witness in any arbitration hearing.
- c) Each party shall be responsible for the expenses of the witnesses that they may call.
- d) The Arbitrator shall not have jurisdiction to subtract from or modify any of the Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto.
- e) The fees, expenses, and filing fees of the Arbitrator shall be shared equally by the Board and the Bargaining Unit.
- f) Neither party shall be permitted to present in the arbitration hearing any evidence, whether written or oral, that had not been disclosed to the other party in any of the previous steps of the grievance procedure.
- g) The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- h) The decision of the Arbitrator shall be final, conclusive and binding upon all Employees, the Employer, and the Bargaining Unit, subject to review in accordance with the applicable standards for judicial review.
- i) If the grievance is processed to arbitration, the parties may mutually agree to submit the grievance to expedited arbitration under the rules of the American Arbitration Association.
- j) The parties may mutually agree to an arbitrator outside of the list provided.
- k) An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.
- l) The arbitrator shall not have power to issue a back pay award for any amount in excess of lost hourly pay rates, nor for a period to exceed twenty (20) days prior to the date the grievance was filed.
- m) Notwithstanding the expiration of this agreement, any claim of grievance arising there under may be processed through the grievance procedure until resolved.

This agreement will be in effect beginning July 1, 2009 and shall expire June 30, 2011.

_____ Superintendent	_____ Date	_____ Administrative Assistant	_____ Date
_____ Board of Education	_____ Date		