

COLLECTIVE BARGAINING AGREEMENT

between

GULL LAKE COMMUNITY SCHOOLS

and

**GULL LAKE EDUCATIONAL SECRETARIES
ASSOCIATION**

2008 - 2009

AGREEMENT

This AGREEMENT is entered into this 20th day of October, 2008 by and between the BOARD OF EDUCATION of the GULL LAKE COMMUNITY SCHOOLS, hereinafter called the 'BOARD' AND THE GULL LAKE EDUCATIONAL SECRETARIES AND ASSOCIATES hereinafter referred to as the 'ASSOCIATION'.

WITNESSED

In consideration of the mutual covenants and agreements herein contained, it is agreed:

ARTICLE I

Recognition: The Board hereby recognizes the Association as the exclusive bargaining representative for all classified personnel engaged in secretarial and library media center secretarial positions in the Gull Lake school buildings excluding the administration office personnel. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter shall be referred to as "SECRETARIES".

ARTICLE II

A. Personnel Files

1. Official employee personnel files shall be maintained in the administrative offices of the School District. The personnel file of each employee shall contain copies of all evaluation reports and recommendations.
2. An employee shall have the right, upon request; to review the contents of his/her personnel file, with the exception of confidential recommendations and related personnel references normally sought at the time of employment. A representative of the Association may, at the employee's request accompany the employee in the review of the file.
3. Whenever an evaluation, a commendation, or a complaint concerning a secretary is to be placed in the employee's file, the employee shall be allowed to review the entry before it is placed in the file and may attach a written statement before it is placed in the file.
4. Every secretary shall be evaluated annually by his/her supervising administrator and shall have the opportunity to review and discuss the evaluation with the supervisor before it becomes part of the secretary's file.
5. If a secretary disagrees with information contained in his/her personnel file, the supervisor and the secretary may mutually agree upon removal or correction of that information. If such an agreement is not reached, the secretary may submit a written statement explaining his/her position.

B. Problem Students.

1. Secretaries will be "held harmless" (not be held responsible) for problem students and discipline cases which are sent to the office. In each building, the principal will designate a "time out" space where these students will remain until seen by the assistant principal or principal.

C. Medications

1. Association members will be held harmless in regard to the dispensing of medications per Section 380.1178, School Code of the State of Michigan.

ARTICLE III

Compensation:

- A. The wages of secretaries covered by this Agreement are set forth in the Wage Schedule that is attached to and incorporated in this Agreement. Such wage schedule shall remain in effect during the term of this agreement. See Exhibit 1.
- B. Full benefits under this Agreement are provided for all permanent secretaries. Permanent secretaries working less than full time will receive benefits prorated as specified. A permanent secretary shall be defined as one who is fulfilling the obligation of the position for which she is hired and shall receive all benefits on a prorated basis.
- C. Overtime work in excess of forty (40) hours per week will be paid at one and one-half (1-1/2) times the regular rate if overtime has been approved in advance by the secretary's immediate supervisor.
- D. Wages shall be paid on a bi-weekly schedule.
- E. The employer shall have the right but shall not be required to pay compensation in addition to the scheduled compensation.
- F. Probationary period shall be one complete year from September to June.
- G. A secretary who wishes to enroll in a Gull Lake School District Continuing Education course that will enhance job skills will not be charged tuition. Prior approval of the immediate supervisor is required.
- H. When a school closing is announced publicly via radio and television, secretaries shall not report and shall not suffer a loss of pay.
- I. A secretary engaged during the working day in negotiating on behalf of the Association with any representative of the board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of pay if the meeting is scheduled and approved by the Administration.
- J. A secretary who has completed fifteen (15) years of employment by the Board shall upon retirement be entitled to receive payment for one half (1/2) of accumulated sick days, but not to exceed fifty (50) days.
- K. Sick leave will not apply to time that is compensated for under Workman's Compensation.
- L. Outside travel required of a secretary shall be reimbursed at the mileage allowance established by the Board.
- M. Secretarial Association members shall be released from regular duties to meet collectively prior to the start of the school year.
- N. Secretaries who are required by the employer to attend an in-service shall have all prepaid expenses paid and shall be paid at their regular rate for the time in attendance.

- O. Association members will be required to work on rescheduled days/hours, and they will be paid at their regular rate for the term worked.
- P. Newly hired secretaries shall be given credit in steps for up to three (3) years of previous secretarial experience.
- Q. Secretarial skill related classes offered at the local community colleges will be considered acceptable options for requested district paid conferences. Reimbursement for such classes will be after completion of the class and upon submission of transcripts with a passing grade or credit. All such requests must be approved, in advance of the class, by the district superintendent.

ARTICLE IV

Hours of Work:

- A. Regular hours of work, based on the 40-hour workweek, will be between 7:00 a.m. and 5:00 p.m.
- B. Exhibit 2 includes a listing of workweeks in a year by position within each building.
- C. A Secretarial Association calendar shall be prepared annually based on the instructional calendar. The calendar for 2008-2009 is included as Exhibit 3. It includes references, which will be used to build the subsequent year calendars once the instructional calendar is established.
- D. Contracted secretaries will be given the first right of acceptance for additional summer hours. No penalty will be imposed on those who choose not to work offered hours.

ARTICLE V

Vacancies and Promotions:

- A. Any secretary anticipating resigning shall give written notice of intent with the Administration Office at least ten (10) working days prior to the effective date. Any secretary failing to submit such written notice, and unable to show sufficient cause for a failure to do so, shall thereafter waive all seniority rights and step placement on the schedule in case of returning. In case of emergency, the acceptance of lack of notice shall be at the discretion of the Board.
- B. A vacancy shall be defined as any position, either newly created or a present position that is not filled excluding temporary vacancies. A temporary vacancy is a vacancy caused by an employee being on an authorized absence.
- C. Whenever any vacancy or other special opportunity in any secretarial position in the district occurs, such vacancy will be announced by job posting at least five (5) working days prior to the closing date established for accepting applications. The written notice will include a job description for the announced vacancy. Currently employed secretaries must be given primary consideration for such vacancies. The building principal will be responsible for making the final recommendation for hire to the Administration.
- D. Any secretary may apply for such vacancy. In filling such vacancy, the Board agrees to give due consideration to the background, attainments and skills of all applicants, the length of time each has been employed by the district and other relevant factors.

- E. The employer must notify, in writing, all applicants who are members of the association, and the President of the Association of its decision as to who was awarded all posted jobs within twenty (20) work days after the expiration of the posting period. These time lines may be waived by the Employer with notification of the Association President.
- F. In any necessary reduction of the secretarial staff, secretaries with greater service shall be given preference over a secretary with less service to retain his/her employment, if qualified. Any secretary who is to be laid off shall be notified, in writing, at least two weeks in advance by the Board. Secretaries may only bump the secretary with the least seniority in the Association.
- G. After 30 working days, a secretarial sub will be placed on Step 1 of the Secretarial Wage Schedule (Attachment 1).
- H. No position shall be removed from the Secretaries Association without the joint consent of the Association and the employer.
- I. Any secretary whose scheduled work hours are cut by 1.5 hours or more per day will be considered to be laid off and eligible to bump the secretary in the Association with the least seniority who works at least equivalent hours to the secretary who has been laid off

ARTICLE VI

Recall Procedures

- A. Secretaries will be recalled in order of seniority. Notice of recall shall be sent to the employer at his/her last known address by registered or certified mail. If an employee fails to report to the Employer within ten (10) calendar days from the date of the mailing, he/she shall be considered as quit unless during said ten (10) day calendar days period he/she is granted a leave of absence.
- B. When a position is eliminated or left vacant via involuntary leave and is later reinstated, the employee transferred out of that position shall be offered the job before it is posted.
- C. Laid off employees shall be eligible for recall up to twelve (12) months following their layoff.

ARTICLE VII

Holidays and Vacations:

- A. All school-year secretaries shall have the following holidays off with pay:

Labor Day	Day before New Year's
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas Day	

- B. Independence Day will be paid a holiday only for those secretaries scheduled to work that week.
- C. When a holiday falls on Saturday or Sunday, the employer shall decide whether it will be observed on Friday or Monday.
- D. In years when the School Calendar calls for the students to be in attendance on Good Friday, members of the Secretarial Association will be given a floating holiday.

E. On the Friday prior to Labor Day the Secretaries have the option of a paid workday or taking a vacation day.

F. Vacation Schedule:

Years:	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16	17-18	19-20
40 weeks	9	10	11	12	13	14	15	16	17	18
42 weeks	10	11	12	13	14	15	16	17	18	19
46 weeks	11	12	13	14	15	16	17	18	19	20

G. Vacation pay will be earned upon the completion of the current fiscal year.

H. Two days per year shall be allowed with pay for personal business reasons. These days may not be accumulated from year to year. These days will not be granted before or after a paid holiday unless approved by the immediate supervisor.

ARTICLE VIII

Leaves of Absence: All leaves are taken in ½ day or full day increments unless the secretary is using flex-time (with prior approval of her supervisor) instead of using leave time.

A. Sick Leave:

1. All permanent secretaries shall receive sick leave credit at the rate of one (1) per day month worked subject to the maximum of twelve (12) workdays in any one-year. The immediate supervisor should be notified. Leave shall be allowed for the following reasons, such time to be charged against leave time:

A. Personal Illness

B. Serious illness in the immediate family which requires the presence of the employee with a limit of five (5) days allowance per occurrence will be charged against sick leave credit. Immediate family is defined a father, mother, son, daughter, spouse, stepfather, stepmother, stepchild, father-in-law, and mother-in-law.

2. Unused sick leave shall accumulate to 100 days.

B. Bereavement Leave:

1. A death in the immediate family that requires the presence of the employee will be paid leave with a limit of five (5) days allowance per occurrence. This leave shall not be charged against sick-leave credit.

3. A death in the non-immediate family will be granted paid leave with a limit of three (3) days per occurrence. This leave shall not be charged against sick leave credit. Non-immediate family is defined as grandparents, grandchildren, aunt, uncle, sister, brother, cousin, nephew, niece, sister-in-law, and brother-in-law. Any other situation should be called to the attention of the administration for approval.

C. Special Leave:

1. Special leave may be requested for reasons of general health, adoption, family emergencies, etc. Leave may be with or without pay and, if with pay, may be charged against current or accumulated sick leave as mutually agreed between the secretary and the administration.

D. Jury Duty:

1. Any secretary who is called for jury duty or is subpoenaed as a witness will be compensated for only the difference between court pay and the employee's regular pay. This time shall not be charged against regular leave.
2. If a secretary neglects to notify his/her immediate supervisor or fails to send a loss-of-time sheet to the Administration Office, a loss of pay shall occur.

ARTICLE IX

Grievance Procedure

- A. A grievance shall be defined as any dispute regarding meaning, interpretation, or application of the terms and provisions of this Master Agreement between a member of the Gull Lake Educational Secretaries Association and the Administration.
- B. The grievance procedure and forms are set forth in the Secretarial Grievance Form and Procedure attachment that is attached to and incorporated in this Agreement (See Exhibit 4).
- C. If any secretary for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost, but not to exceed one (1) year's compensation.

ARTICLE X

Benefit Plan: Subject to the provisions hereinafter set forth, each secretary shall have the right to select either Plan "A" or Plan "B" related to health insurance.

A. Under Plan A, the employer agrees to pay for the life of this agreement:

1. 100% of the health insurance premium for employee coverage only, or 85% of full family, employee and spouse, or employee and children for MEBS/BCBS Community Blue (\$50/\$100 deductible, \$5/\$10 Prescription card)
2. The deductible relating to the health insurance.

B. Under Plan B, the employer will contribute to each secretary not selecting Plan A one (1) of the following through the cafeteria benefit plan:

1. A tax-sheltered annuity in the following amounts with the contribution to be paid on a quarterly basis: \$2,000.00 annually
2. A premium contribution through the cafeteria benefit plan not to exceed \$40.00 per month for the purpose of providing one or more of the following MESSA insurance benefits that the association member is eligible according to the MESSA guidelines:

- a. Short term disability insurance
- b. Hospital confinement indemnity insurance
- c. Long term disability income insurance
- d. Additional term life insurance
- e. Survivor income insurance
- f. Dependent life insurance

- C. The employer will provide \$10,000 Term Life Insurance benefit for each full-time equivalent employee.
- D. The employer will provide Delta Dental 80/80/80-plan coverage.
- E. The employer will pay a 100% toward Vision Insurance (VSP-3) for each full-time equivalent employee.
- F. TB tests and other medical tests/shots will be furnished by the Board when required by the Board.

ARTICLE XI

Duration of Agreement

- A. Term: This Agreement shall commence July 1, 2008 and shall continue in full force and effect until June 30, 2009.

GULL LAKE COMMUNITY SCHOOLS

GULL LAKE EDUCATIONAL
SECRETARIES AND ASSOCIATES

By: _____
President, Board of Education

By: _____
Association President

Dated: _____

Date: _____

Wage Schedule 2008/2009
Secretaries
Exhibit 1

<u>Step</u>	<u>2008/2009 Hourly Rate</u>
1	\$ 10.75
2	\$ 11.23
3	\$ 11.76
4	\$ 12.18
5	\$ 13.33
6	\$ 13.33
7	\$ 13.76
8	\$ 13.76
9	\$ 14.05
10	\$ 14.05
11	\$ 14.28
12	\$ 14.28
13	\$ 14.54
14	\$ 14.54
15	\$ 14.80
16	\$ 14.80
17	\$ 15.02
18	\$ 15.02
19	\$ 15.26
20 or more	\$ 15.26

NOTE: Wage Increase of 1.5% effective July 1, 2008.

If any of the bargaining units, including administrators, receives a higher wage increase the employer will apply that higher rate to the members of this bargaining unit. The higher rate will be retro-active to July 1, 2008.

It is understood that a higher wage increase is limited to an across the Board percent increase given to a bargaining group.

Exhibit 2

Gull Lake Secretary Association Workweeks in a Year by Position within Each Building

Richland Elementary

42 Weeks – 2 Full Time Positions (Office)

40 Weeks – 1 Full Time Position (Media)

Kellogg Elementary

42 Weeks – 1 Full Time Position (Office)

40 Weeks – 1 Full Time Position (Media)

Bedford Elementary

Vacant - 42 Weeks (Combined Office/Media)

Ryan Intermediate

42 Weeks – 2 Full Time Positions – 20 hours Vacant (Office)

40 Weeks – 1 Full Time Position (Media)

Gull Lake Middle School

42 Weeks – 2 Full Time Positions (Office)

40 Weeks – 1 Full Time Position (Media)

Gull Lake High School

46 Weeks – 2 Full Time Positions (Principal and Assistant Principal Secretaries)

42 Weeks - 1 Full Time Position (Guidance)

40 Weeks – 1 Full Time Position (Media) – 20 hours currently vacant

40 Weeks – 1 Part Time Position (Guidance) – 25 hours weekly, currently vacant

42 Weeks – 1 Full Time Position (Athletics)

**Exhibit 3
2008-2009 Secretary Work Calendar**

- Notes:** 1. Whenever there is a half-day for students staff works a full-day.
2. For the 46 week positions the 4 weeks beyond the 42 week assignments are to be scheduled by the High School Principal

<u>Description of Date/Events</u>	<u>42 weeks</u> <u>Start 2 weeks before students</u>	<u>40 weeks</u> <u>Start 1 week before students</u>
September 2, 2008 School Starts	Start 2 weeks before students (August 18, 2008)	Start 1 weeks before students (August 25, 2008)
August 29, 2008 No School	Regular work day, may use a vacation day	Regular work day, may use a vacation day
September 3, 2007 Labor Day	Paid Holiday	Paid Holiday
November 4, 2008	Regular work day	Regular work day
November 12-13, 2008 Conferences	Offices need to be open – special details worked out per building	Offices need to be open – special details worked out per building
November 14, 2008	Regular work day, may use a vacation day	Regular work day, may use a vacation day
November 26, 2008 No School	Regular work day, may use a vacation day	Regular work day, may use a vacation day
November 27-28, 2008 Thanksgiving Day & Day After Thanksgiving	Paid Holiday	Paid Holiday
Winter Holiday Break 12/22/2008 – 01/02/2009	May use vacation time for the days that are not paid holidays.	May use vacation time for the days that are not paid holidays.
January 21-22, 2009 1 st semester exams	Regular work days	Regular work days
January 23, 2009 (no students, teacher records day)	Regular work day	Regular work day
February 25-26, 2009 Conferences	Offices needs to be open – special details worked out per building	Offices need to be open – special details worked out per building
February 27, 2009 No School	Regular work day, may use a vacation day	Regular work day, may use a vacation day
April 2, 2009 End of 3 rd Marking Period	Regular work day	Regular work day
April 3, 2009	Regular work day, may use a vacation day	Regular work day, may use a vacation day
April 6-10, 2009 Spring Break	Not a scheduled work time, may use vacation days for paid time	Not a scheduled work time, may use vacation days for paid time
April 10, 2009 Good Friday*	Paid Holiday*	Paid Holiday*
May 25, 2009 Memorial Day	Paid Holiday	Paid Holiday
June 11-12, 2009 2 nd Semester exams	Regular work days	Regular work days
June 12, 2009 End of School	Work two weeks after students leave (June 26,2009)	Work one week after students leave (June 19, 2009)

* May use Good Friday as Floating Holiday

Exhibit 4

GULL LAKE COMMUNITY SCHOOLS
Secretarial Grievance Form and Procedure

A grievance shall be defined as any dispute regarding meaning, interpretation or application of the terms and provisions of the Master Agreement between a member of the Gull Lake Educational Secretaries Association and the Administration.

THE CLAIM: Cite the section and page of the contract, which has been violated.

Section: _____ Page: _____

Give the remedy being sought: _____

Give the name and position of the person filing the grievance:

Name: _____ Position: _____

Step One – The Building Level: The employee with a grievance shall discuss the matter with his/her immediate supervisor or principal with the object of resolving the matter informally.

Conference: Parties Present: _____

Disposition of the supervisor or principal: _____

Signature: _____ Date: _____

Disposition of the grievant after the conference: _____

Step Two – The Personnel Level: In the event that the employee is not satisfied with the disposition of his/her grievance at Step One, he/she shall file, or have the Association file, within five (5) working days the grievance with the Director of Operations who shall have five (5) working days after receipt to issue a decision.

Date filed with the Human Resource Director: _____ Initials of the H. R. Director: _____

Disposition of the Human Resource Director:

Date returned to the Association: _____ Initials of the Association Member: _____

Step Three – The Superintendent’s Level: In the event that the employee is not satisfied with the disposition of his/her grievance at Step Two, he/she shall file, or have the Association file, within five (5) working days the grievance with the Superintendent of Schools who shall have ten (10) working days in which to reply.

Date filed with the Superintendent: _____ Initials of the Superintendent: _____

Disposition of the Superintendent: _____

Date returned to the Association: _____ Initials of Association Member: _____

Step Four – The School Board Level: In the event that the employee is not satisfied with the disposition of the grievance at Step Three, he/she shall within five (5) working days ask for the Superintendent to place in on the School Board Agenda, which will be done within thirty (30) days. The Board will have thirty (30) days to respond. If the response is unacceptable to the grievant, he/she shall submit the grievance to the Michigan Labor Mediation Board for mediation.

Date appealed to the Board: _____ Initials of Association Member: _____

Date returned to the Superintendent: _____ Initials of the Superintendent: _____

Date of the Board Hearing: _____

Disposition of the Board:

Board President’s Signature: _____ Date: _____

The original copy shall be returned to the Association within (2) weeks of the Board’s decision. A photocopy will be kept by the Superintendent of Schools.

Date original copy was returned to the Association: _____

Signature of Association Member: _____

Step Five – The Mediation Level: Appeal to the Michigan Labor Mediation Board for mediation.