

COLLECTIVE BARGAINING AGREEMENT

between

GULL LAKE COMMUNITY SCHOOLS

and

**GULL LAKE EDUCATIONAL SECRETARIES
ASSOCIATION**

2009 – 2012

AGREEMENT

This AGREEMENT is entered into this 2nd day of July, 2009 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

District Rights:

- A. Nothing contained herein shall be considered to deny or restrict the District of its rights, responsibilities, and authority under the Revised School Code or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised exclusively by the District. Such rights shall include by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, its equipment, and its operations.
 - 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
 - 3. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, transfer and determine the size of the work force.
 - 4. Determine the programs, curriculum, services, supplies, and equipment necessary to continue its operation, and to establish standards for their use and operation.
 - 5. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all jobs.
 - 6. Determine the qualifications of employees, including the essential job functions of employees.
 - 7. Determine overall goals and objectives as well as all policies affecting the educational programs.
 - 8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 - 9. Determine the size of the management organization, its functions, authority, amount of supervision and the table of organization.
 - 10. Determine all financial policies, including all accounting procedures, and all matters pertaining to public relations.
 - 11. Determine class scheduling, as well as the duties and responsibilities of the teaching staff and other employees with respect to such scheduling.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the District, 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.

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the District in the past.

ARTICLE II

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, substitutes, temporary employees and all other employees. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter shall be referred to as "SECRETARIES".

ARTICLE III

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 those items excluded from the definition of a "personnel record" under the Bullard-Plawecki Employee Right To Know Act. 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 to the extent permitted by law. If such an agreement is not reached, the secretary may submit a written statement explaining his/her position.

B. Medications

1. Secretarial personnel who administer medication in conformance with Section 380.1178 of the Revised School Code and District policy are afforded protection from liability to the extent specified in Section 380.1178 of the Revised School Code of the State of Michigan.

ARTICLE IV

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 are provided to all secretaries occupying positions in Exhibit 2 based on a work week of 40 hours. If a secretary works less than the number of work weeks associated with her assignment (as specified in Exhibit 2) or less than a 40 hour work week, her benefits will be prorated.
- 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 180 work days.
- 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. 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.
- I. A secretary who has completed fifteen (15) years of employment with Gull Lake Community Schools shall upon retirement be entitled to receive payment for one half (1/2) of accumulated sick days, but not to exceed fifty (50) days. The Secretarial Association members shall be eligible for and have applied to receive benefits from the Michigan Public School Employees Retirement System.
- J. Sick leave will not apply to time that is compensated for under Workers Compensation. Sick leave may not be used for any absences on days or hours for which the employee receives benefits under the Workers Disability Compensation Act.
- K. Outside travel required of a secretary shall be reimbursed at the mileage allowance established by the Board.
- L. Secretarial Association members shall be released from regular duties to meet collectively prior to the start of the school year.
- M. 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.
- N. When a school closing is announced publicly via radio and television, secretaries shall not report and shall not suffer a loss of pay. Association members will be required to work on rescheduled days/hours, and they will be paid at their regular rate for the term worked.
- O. Newly hired secretaries shall be given credit in steps for up to three (3) years of previous secretarial experience.
- P. 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 V

Hours of Work:

The identification of a regular work day, work week or the number of work weeks does not prevent the District from altering or reducing the length of the work day, the work week or the work year upon notice to the Association and any affected bargaining unit members.

- 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 2009-2010 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. Secretarial Association members 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 VI

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 or where there is an interim need for additional secretarial or clerical assistance.
- 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. The building principal will be responsible for making the final recommendation for hire to the Administration. Any secretary may apply for such vacancy. In filling a vacancy, the Board agrees that due consideration will be given to the background, attainments and skills of all applicants, the length of time each has been employed by the District, and other relevant factors. Where these criteria are equal, the Board will give primary consideration to applicants from within the Association's bargaining unit.
- D. 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.
- E. 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 VII

Recall Procedures

- A. In the event the Board determines to reduce 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.
- B. The Board determines which positions or positions should be reduced or eliminated.
- C. A secretary occupying a position that is eliminated or reduced shall be notified of the layoff or reduction in writing at least two weeks prior to the effective date of the layoff or reduction.
- D. The displaced secretary then has the right to bump the least senior secretary, who works at least equivalent hours as the displaced secretary, in the bargaining unit occupying a position for which the displaced secretary is qualified.
- E. Secretaries will be recalled in order of seniority. Notice of recall shall be sent to the employee 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 receipt 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.
- F. 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.
- G. Laid off employees shall be eligible for recall up to twelve (12) months following their layoff.

ARTICLE VIII

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 IX

Leaves of Absence: All leaves shall be 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 shall 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.
- 1. 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.
- 2. 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 X

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 who has completed her probationary period is 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 XI

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). All premium amounts for which an employee is responsible will be payroll deducted from the employee's wages.
 2. The deductible relating to the health insurance.
 3. The insurance carrier may be changed by mutual agreement of the Association and the Board.
- B. Under Plan B, the employer will contribute to each secretary not selecting Plan A one (1) of the following through the Section 125 Cafeteria Benefit Plan:
 1. Cash option under the Section 125 Cafeteria Benefit Plan in the amount of \$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 District will pay the premium on behalf of the employee for \$10,000 term life insurance.
- D. The District will pay the premium on behalf of the employee for Delta Dental 80/80/80-plan coverage.
- E. The District will pay the premium on behalf of the employee for Vision Insurance (VSP-3).
- F. TB tests and other medical tests/shots will be furnished by the Board when required by the Board.

ARTICLE XII

Duration of Agreement

A. **Term:** This Agreement shall commence July 1, 2009 and shall continue in full force and effect until June 30, 2012.

Reopener: The wage scale shall be subject to be reopened for the 2010-2011 and 2011-2012 school years (years 2 and 3 of this contract).

GULL LAKE COMMUNITY SCHOOLS

GULL LAKE EDUCATIONAL
SECRETARIES AND ASSOCIATES

By: 

President, Board of Education

By: 

Association President

Dated: 7/2/09

Date: 7/3/09

Wage Schedule 2009/2010
Secretaries
Exhibit 1

Secretaries were offered a 1.5% wage increase for the 2009-10 school year; however due to the economic-climate of the district it was declined.

<u>Step</u>	<u>2009/10 Hourly Rate</u>
1	\$ 10.78
2	\$ 11.26
3	\$ 11.79
4	\$ 12.21
5	\$ 13.36
6	\$ 13.36
7	\$ 13.79
8	\$ 13.79
9	\$ 14.09
10	\$ 14.09
11	\$ 14.32
12	\$ 14.32
13	\$ 14.58
14	\$ 14.58
15	\$ 14.84
16	\$ 14.84
17	\$ 15.06
18	\$ 15.06
19	\$ 15.30
20 or more	\$ 15.30

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)

42 Weeks – 1 Full Time Position (Media/Office)

42 Weeks – 1 Part-Time Position – 10 hours weekly (Office)

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)

43 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/Office)

Exhibit 3

2009-2010 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 8, 2009 School Starts	Start 2 weeks before students (August 24, 2009)	Start 1 weeks before students (August 31, 2009)
September 4, 2009 No School	Regular work day, may use a vacation day	Regular work day, may use a vacation day
September 7, 2009 Labor Day	Paid Holiday	Paid Holiday
November 6, 2009	Regular work day	Regular work day
November 18-19, 2009 Conferences	Offices need to be open – special details worked out per building	Offices need to be open – special details worked out per building
November 20, 2009	Regular work day, may use a vacation day	Regular work day, may use a vacation day
November 25, 2009 No School	Regular work day, may use a vacation day	Regular work day, may use a vacation day
November 26-27, 2009 Thanksgiving Day & Day After Thanksgiving	Paid Holiday	Paid Holiday
Winter Holiday Break 12/21/2009 – 01/01/2010	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 27-28, 2010 1 st semester exams	Regular work days	Regular work days
January 29, 2010 (no students, teacher records day)	Regular work day	Regular work day
February 24-25, 2010 Conferences	Offices need to be open – special details worked out per building	Offices need to be open – special details worked out per building
February 26, 2010 No School	Regular work day, may use a vacation day	Regular work day, may use a vacation day
March 26, 2010 No School	Regular work day, may use a vacation day	Regular work day, may use a vacation day
March 29, 2010 - April 1, 2010 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 2, 2010 Good Friday	Paid Holiday	Paid Holiday
April 16, 2010 End of 3 rd Marking Period	Regular work day	Regular work day
May 31, 2010 Memorial Day	Paid Holiday	Paid Holiday
June 17-18, 2010 2 nd Semester exams	Regular work days	Regular work days
June 18, 2010 End of School	Work two weeks after students leave (July 2, 2010)	Work one week after students leave (June 25, 2010)

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 Employment Relations Commission.

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 Michigan Employment Relations Commission Level: Appeal to the Michigan Employment Relations Commission.