

AGREEMENT

BETWEEN

THE GIBRALTAR SCHOOL DISTRICT
BOARD OF EDUCATION

AND

THE GIBRALTAR SECRETARIES/AIDES
ASSOCIATION MEA/NEA

July 1, 2009 to June 30, 2012

December 10, 2009

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AGREEMENT

This Agreement is entered into, effective July 1, 2009 through June 30, 2012, by and between the Gibraltar Board of Education, the Gibraltar School District, Woodhaven, Michigan, hereinafter the "BOARD" or "DISTRICT" and the Gibraltar Secretaries/Aides Association - Michigan Education Support Personnel Association, (MESPA) hereinafter the "UNION," through its local affiliate. The signatories shall be the sole parties to this Agreement.

ARTICLE 1 **RECOGNITION**

- A. The Board recognizes the Union, as per Certification by M.E.R.C. in Case # R78C-160 as the sole and exclusive bargaining representative of all office clerical employees, aides, child development specialists and child development assistants or employees performing the duties of the above positions employed by the Gibraltar School District, but excluding all confidential employees, maintenance employees, supervisors, lunchroom employees, lunchroom, playground and transportation aides, and all other employees.
- B. All references to employees in this Agreement designate both sexes, and wherever all male gender is used; it shall be construed to include male and female employees.

ARTICLE 2 **AGENCY SHOP**

- A. Agency Shop - Mandatory Deductions
Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or pay a Service Fee to the Union, equivalent to the amount of dues uniformly required of members of the Union, including local, state and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the UNION, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the UNION, deduct the Service

Fee from the bargaining unit member's wages and remit same to the UNION. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the UNION, with a list from whom dues have been deducted, as soon as possible after the 15th day of the current month.

- B. Pursuant to Abood v. Detroit Federation of Teachers, 431 US 209 (1977), the Union established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures. "If any bargaining unit member paying service fees hereunder objects to the expenditure by the Union, (including MEA or NEA) of any funds collected from him/her pursuant to provision A, above, such bargaining unit member may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the bargaining unit member of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
- (a) The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it desires, and
 - (b) The Employer gives full and complete cooperation to the UNION and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

- D. Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessments and Contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA/MESPA

Constitution, Bylaws, and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-eighteenth (1/18) of such dues, assessments and contributions from each regular salary check of the bargaining unit member for the first eighteen (18) pay periods of the school year beginning in September. Any employee who shall not perform services for any entire month shall have no dues deducted for each entire month he did not work.

- E. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEFSA's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions, if legal, or any other plans or programs jointly approved by MESPA and Employer.

ARTICLE 3 **EQUAL OPPORTUNITY**

- A. The Board and the Union will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of his membership or non-membership or participation or non-participation in the activities of the Union.
- B. The Union agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, sex, national origin, marital status, or age. The parties will continue to work together to assure equal employment opportunities for all.
- C. The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the UNION during the term of the Agreement.

ARTICLE 4 **SPECIAL CONFERENCES**

- A. Special conferences for important matters will be arranged between the Local affiliate President and the Board or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Board and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall

not lose time or pay for the time spent in such a special conference. A staff representative of MESPA may attend the meeting.

- B. All supplemental agreements shall be subject to the approval of the Board and MESPA. They shall be approved or rejected within the period of thirty (30) days following the date they are filed by MESPA or by the Board.

ARTICLE 5

GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

- A. Any member of the Union having a grievance shall first take up the matter with his immediate supervisor informally within ten (10) working days following the alleged contract violation or it shall be considered invalid. The Union steward may be present if so requested by the employee. The Supervisor shall have ten (10) working days to resolve the issue.

LEVEL I

- B. In the event the grievance is not resolved informally, the grievance shall be presented in writing to the immediate supervisor within ten (10) working days following the Supervisor's informal disposition. The written grievance shall state the nature of the grievance, Articles violated in this Agreement and relief sought. The Supervisor shall attempt to adjust the matter and shall respond to the author of the written grievance in writing within ten (10) working days commencing the day after the Supervisor has received the written grievance.

LEVEL II

- C. If the grievance is not settled at Level I, the matter may be presented in writing to the Superintendent or his designee within seven (7) working days after the Supervisor's written response is received. The Superintendent or his designee shall review and respond to the written grievance within fifteen (15) working days after receipt of the grievance.

LEVEL III ARBITRATION

- D. If the parties are unable to reach Agreement through Level II, arbitration may be requested by written notice by the Union to the American Arbitration Association with a copy to the Superintendent of Schools. Such notice shall be given within

fifteen (15) working days after the date the response of the Superintendent is due at Level II.

- E. The arbitrator shall not have the power to add to, subtract from, change or amend any of the terms of this contract, but shall concern himself with only interpretations and application of the terms of this Agreement; nor will he insert his judgment for that of the Board. If the arbitrator's decision is within the scope of his authority, it will be binding on the Union, its members and the employee or employees involved and the Board of Education.
- F. The arbitrator must render his decision on the matters before him not later than thirty (30) days from the final days of the hearing(s). Upon mutual agreement of the parties, an arbitrator may issue his decision verbally, immediately following conclusion of the hearing(s).
- G. Failure of the Union to abide by the time limit set forth in the grievance procedure shall be considered an abandonment of the grievance. Failure of the Board to abide by the time limit set forth in the grievance procedure with a written decision within said time limits shall allow the lodging of an appeal at the next step of this procedure. The time limits of this grievance may be extended by mutual consent in writing.
- H. The arbitrator's fees and expenses shall be borne 60% by the losing party and 40% by the prevailing party. The expense and compensation for attendance of any employee, witness, or participant in the arbitration, shall be paid by the party calling such employee, witness, or requesting such participation. If arbitration takes place during school hours, only those directly involved or anticipated to testify shall be granted released time at any one time.
- I. A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where more than one (1) grievance involves a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representative case. In such event, the withdrawal without prejudice will not affect financial liability. No claim for back wages and benefits shall exceed the amount of wages and benefits the employee would have otherwise earned at the regular rate, unless overtime was involved in the case.

ARTICLE 6
DISCIPLINE AND DISCHARGE

- A. The Employer shall not discipline or discharge any employee without just cause. Discipline shall be defined as a reprimand, a written warning, disciplinary layoff, suspension without pay, or discharge. The employee and his steward will be notified in writing that the employee has been discharged.
- B. The Union shall have the right to take up a disciplinary situation as a grievance at the second step in the grievance procedure through the arbitration step if deemed necessary by either party.
- C. Any employee found to be unjustly discharged shall be reinstated with full compensation and recoverable benefits for all lost time if determined by the settlement. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, unless overtime was involved in the case.

ARTICLE 7
PROBATIONARY EMPLOYEES

- A. New employees hired in the bargaining unit shall be considered as probationary employees until the Board formally approves the permanent hiring of such at its regularly scheduled meeting after the completion of sixty (60) work days of employment. The purpose of the probationary period is to allow management time to evaluate the probationary employee's ability to become a permanent employee. When the employee completes the probationary period, by being formally hired by the Board, he shall be entered on the seniority list of the unit from the first date of employment in the classification covered by the bargaining unit. There shall be no seniority among probationary employees.
- B. During the probationary period, probationary employees shall not be eligible for any fringe benefits other than negotiated wages and working conditions, nor shall they be eligible for discharge or discipline rights under this contract. Fringe benefits will commence on the 61st work day of employment.
- C. Probationary employees shall have no access to the grievance procedure of this Agreement, except for items expressed in Paragraph B of this Article.

ARTICLE 8
PROHIBITION AGAINST STRIKES

- A. The parties recognize that strikes (as defined by P.A. 336 of 1947, as amended, of Michigan Public Employees Relations Act) are contrary to law and public policy. The employer and the employees subscribe to the principle that differences should be resolved by good faith bargaining in keeping with the highest standards of municipal government without interruption of essential governmental services. Accordingly, the Union agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any such strike or any interference with the operation of the School District.
- B. In the event of any action and/or violation of this paragraph, the Union shall take such action which it deems reasonable and appropriate to bring about compliance with the terms of this Article.
- C. No lockout of employees shall be instituted by the Board during the term of this Agreement.

ARTICLE 9
SENIORITY

- A. As of the effective date of this Agreement, seniority ranking shall be agreed to by the parties for all existing personnel, and shall be listed in writing from that date forward.
- B. Seniority shall be on a school district-wide basis in accordance with the employees last date of hire. The seniority date will be used for computing all fringe benefits.
- C. Seniority shall be a required principle in determining promotions, job preference and bidding. Where ability and minimum job qualifications are equal, seniority shall be the deciding factor, except as provided in Article 16.
- D. Seniority of an employee is in force as long as he is in the employment of the Board.
- E. Seniority shall be granted for the time spent away from the job involuntarily on service with the United States Armed Forces.
- F. An employee returning from involuntary service with the Armed Forces of our country within ninety (90) days of discharge date shall be granted the privilege of exercising his seniority.

- G. The seniority roster shall be updated by the Board and the Union every July 1 of each year, and a copy sent to each employee.
- H. If an employee is transferred or promoted to a position under the Employer not included in the bargaining unit, he shall be given a trial period of up to sixty (60) work days, during which time he shall be entitled to transfer back to his former job status and location. His seniority will continue to accumulate during this time. In the event the employee remains on the job beyond the trial period, his accumulated seniority on his former job will be frozen as of the date of completion of his trial period. In the event he returns to the bargaining unit after the sixty (60) work day trial period, he shall be reinstated in the same group classification within the bargaining unit that his accumulated seniority within the bargaining unit entitled him to and will exercise full seniority from that day on.
- I. Conflicts in Seniority for New Employees. After the date of ratification of this Agreement, conflicts arising due to identical employment starting dates for new employee seniority ranking shall be determined by the last four digits of the respective employees' social security numbers, the one with the higher number being given a higher seniority rank.
- J. Loss of Seniority. An employee shall lose seniority for the following reasons:
1. Employee quits or retires.
 2. Employee is discharged for just cause.
 3. Employee is absent for three (3) days without notifying the appropriate administrator.
 4. Employee fails to return from an authorized leave on the date specified, unless there are extenuating circumstances as determined by the Superintendent or his designee.
- K. The seniority of an employee shall not be lost because of an approved absence or layoff.
- L. There shall be no seniority among probationary employees. Upon completion of the probationary period as defined elsewhere in this Agreement, the employee shall be entered on the seniority list of the Union and shall rank for seniority by counting back sixty (60) work days prior to the date of completion of the probationary period of employment in a classification covered by the bargaining unit.

ARTICLE 10

REPRESENTATION

- A. Employees shall be represented by a steward, the local President or MEA staff. The steward or president, during working hours, without loss of time or pay, may

investigate and present grievances to the Employer. Should it become necessary for the steward or president to leave the place of work in order to investigate a grievance, the steward or president shall request permission of the supervisor and give the name of the employee she is going to see. The steward or president shall notify the supervisor upon her return to work. Attempts should be made to hold investigations outside business hours. The MEA staff person may investigate grievances or other problems provided there is no interference with the employee's work.

- B. An alternate bargaining unit representative may be appointed by the Union in the absence of the steward or President. The Union shall furnish in writing the names of the Union representatives upon their election or appointment by the Union.
- C. Should the members of the grievance committee be required by management to attend a grievance meeting during their scheduled working hours, they shall do so without loss of pay. Usually, no more than three (3) employees will be released to attend grievance meetings during regularly scheduled work hours.
- D. The Union shall be provided ten (10) days release time for Union business, as determined by the Union. The usage of these days shall be arranged by providing a minimum of twenty-four (24) hours notice to the Superintendent or his designee.

ARTICLE 11 **LAYOFF**

- A. The word "layoff" means a reduction in working force due to a reduction of work. Such decreases of work shall be determined by the Employer.
- B. Employees to be laid off for an indefinite period of time will have at least twenty (20) working days notice of layoff. The local Union President shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees.
- C. Recognizing the Board's rights to determine the most efficient and effective way for the operation of its schools, the Board shall determine layoffs by department as deemed necessary.
- D. Regardless of this determination, it is clearly understood that, (1) All probationary and temporary employees will be laid off first. (2) Seniority employees will be laid off by job pay grade utilizing the current wage scale, and/or work year as determined by the Board. An employee affected by a layoff (displaced by another employee with greater seniority) shall have the right to exercise seniority and bump a least senior employee within his pay grade first, and then the next lower pay grade, provided that no employee will be allowed to exercise a bump

to replace another employee whose hours and wages per day utilizing the current wage scale, and/or work year are greater than the affected employee. In all bumping of affected employees, the bumping employee must be capable of performing the work of the position.

- | E. Disposition of cases in dispute will be proper matter for the grievance procedure.

ARTICLE 12 **RECALL**

- A. When the working force is increased after layoff, employees will be recalled in reverse order of the layoff providing they are capable of performing the work of the position. Notice of recall shall be sent to the employee at his last known address by certified mail, with a copy to the Union President. It is the responsibility of the employee to keep the Board informed of his correct address and telephone number.
- B. If an employee fails to report for work within ten (10) working days from the date of mailing notices of recall, he shall be considered as having quit. Extension may be granted by the Employer in proper cases.

ARTICLE 13 **BULLETIN BOARD**

- A. The Board will provide a bulletin board, which may be used by the Union only for posting notices of the following types:
 - 1. Notices of recreational and social events
 - 2. Notice of elections
 - 3. Notices of results of election
 - 4. Notices of meetings
 - 5. Any other MEA/NEA/MESPA Information
- B. Except as permitted in Section A. of this Article, there shall be no distribution or posting by employees or by the Union or members or representatives of any pamphlets, advertising, for a political matter of a local nature.

ARTICLE 14
LEAVES OF ABSENCE

I. Compensatory Leaves/Days

A. Personal Business Days

1. Four (4) days with pay shall be allowed for bargaining unit members in Categories A2, B, C and D for personal business, with the exception of twelve (12) month employees (Category A1) who shall receive five (5) days for personal business. Such days are not cumulative and may be taken only when necessary for the execution of business which cannot be taken care of during non-school hours. These days will not be charged to sick leave days.
2. Each personal business day must have the prior approval of the Superintendent or his designee. Personal business is defined as leave granted to an employee to transact personal business which cannot be delayed.

B. Funeral Leaves

1. Funeral leave shall be provided to all bargaining unit members. Pay is determined by normal scheduled hours only. Verification of attendance is required.
2. Employees in categories A1 through D and grandfathered aides: In the event of death in the immediate family of an employee (Husband, wife, children, grandchildren, parents), the employee shall be entitled to leave without loss of pay for a period of not to exceed five (5) days.

In the event of death of any family members (not listed above), family in-laws, or others in domicile (excluding cousins, nieces, nephews, aunts, Uncles), the employee shall be entitled to leave without loss of pay for a period not to exceed three (3) days unless the funeral is at a distance of more than 225 miles from Central Office, in which case five (5) days may be granted.

In the event the employee is the sole person in charge of funeral arrangements, an additional two (2) days without loss of pay, may be granted if this additional time is needed. Verification may be required at the Superintendent's request.

3. Employees in Categories E1 through H:
In the event of death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed three (3) days.

The immediate family of an employee is defined as follows: spouse, children, parents, parents-in-law, grandchildren, grandparents, brother, sister, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and other dependents living in the household of the employee.

4. The employee may be released for one (1) day without loss of pay to attend the funeral of family members (including cousins, nieces, nephews, aunts, uncles) and others not covered in (1), (2) or (3) above, upon receiving approval from the Superintendent or his designee.

C. Professional Business Days Authorized by the Board

Any day an employee is engaged in activity or business under the direction of the Board of Education shall not be regarded as absence even though such activity might require the employee's presence in a place other than that of his regular assignment and shall receive full pay in classification. All employees will also be paid for any meetings and/or conventions that are called by the school administrator or supervisor in charge. All aides shall receive professional business days to attend training and testing required by the federal No Child Left Behind Act.

D. Jury Duty Leaves

1. All school employees who are called to jury duty shall notify the Superintendent as soon as notice is received. Employees shall request the court to defer jury duty whenever possible to the summer months. The Superintendent will confirm and support such requests when necessary.
2. Employees who cannot obtain a deferment or whose employment extends through the summer months shall be released for jury duty. Such employees shall receive the difference between his regular daily wages and pay (including expenses) received for jury duty on those days when juries are in session by court rule or local custom.
3. An employee required to appear in court either as principal or witness for a school or work related case shall suffer no loss of pay or leave days.

E. Act of God Days

1. Employees should make every reasonable effort to report to work when requested on District "Act of God Days." If the employee is unable to report to work, the employee shall not be "docked." The employee should make a routine check with his immediate Supervisor or Central Office to report just cause.
2. When an employee does report for work, compensatory time shall be granted to the employee for a time mutually acceptable to the immediate Supervisor and the employee.
3. All aides in categories E1, E2, E3, G and H are not paid when the Gibraltar School District is forced to implement an Act of God day or any similar circumstances resulting in the closing of the District and/or building(s) within the District. If building problems occur after the school day has begun, the affected aides shall receive their wages for the day.
4. Daycare and latch key aides who report to work will be paid for time worked at the building. Other aides will not be paid for Act of God days unless requested to report to work.

F. Sick Leave and Income Insurance Protection

1. All employees in Categories E1, E2 and E3 not mentioned in Article 22, paragraph C, will be advanced three (3) sick leave days during each year of this agreement on a non-cumulative basis for purposes of personal illness or sickness only. All employees in Category F through H will be advanced two (2) sick leave days. The pay for these days shall be based upon the employees normally scheduled hours. There will be no income protection insurance policy provided.
2. All employees in categories A through D and the grandfathered aides will be advanced seven (7) sick leave days during each year of this Agreement on a non-cumulative basis for purposes of personal illness or sickness only. The remainder of their sick leave benefits shall be provided by an income protection insurance policy, which shall be maintained by the Board. This policy shall include the following benefits:
 - a. Full premium paid by the School Board for the income protection insurance policy.
 - b. Coverage to start the eighth (8th) day of sickness.

- c. Benefits to be 70% of base salary at time of sickness for the first year and 60% of the base salary at the time of sickness thereafter to a maximum of \$2,500 per month until age 65.
 - d. Long Term disability payments may be subject to special limited benefit pay periods based on agreement with underwriter (i.e. mental/nervous, 2 years)
3. All employees while under the income protection program as defined in this article shall be entitled to all employee benefits listed in 2. Prior to the end of the one year of short term disability, the employee is required to file for Social Security Disability Benefits and to submit proof of filing to the Superintendent or his designee. If the employee fails to submit proof of filing for Social Security Disability Benefits during this time period, health insurance will be terminated at the end of the one year on short term disability.

If the disabled employee submits the required proof within the first year of disability, the Board will continue to provide health, dental, vision and life insurance as long as the employee remains on long term disability and has either been awarded Social Security Disability Benefits or continues to submit periodic and timely proof of actively seeking Social Security Benefits. Beginning the month that the disabled employee is covered under Medicare, health, dental, vision and life insurance benefits provided by the District will cease automatically for both the employee and family. (A Social Security Disability Benefits recipient is automatically enrolled in Medicare after getting disability benefits for two years.)

When the disabled employee retires—health, dental, vision and life insurance provided by the District will terminate effective the date of retirement.

The Superintendent or his designee shall provide notice of this to the affected member no later than sixty (60) calendar days prior to the deadline. This notice shall also include information on where and how to file for Social Security Disability Benefits as well as provide the necessary paperwork from Social Security.

G. Seminar/Study Days

All bargaining unit members shall receive up to three (3) paid seminar/study days to enhance job-related skills. These days shall

include training provided through RESA, the State of Michigan, the District or the MEA. These days must have the prior approval of the Superintendent or his designee.

H. Pregnancy Disability Leaves

1. A seniority employee who becomes pregnant may request a pregnancy disability leave. Such leave shall be governed by the following conditions:
 - a. The employee's physician shall certify that due to her pregnancy she is unable to perform the duties of her employment.
 - b. Such leave shall terminate immediately upon doctors certification that said employee is able to return to her employment.
 - c. The pregnant employee shall be permitted to use sick leave provisions for the period of time for which her physician certifies her to be disabled due to the pregnancy under this provision.
 - d. The Board may, at its own cost, seek a second physician's opinion of the alleged disability.
 - e. This provision shall have no application to an employee on a Parental Leave as provided in this Agreement.
 - f. A pregnancy disability leave shall be in conjunction with sick leaves wherein the employee who is required to go on a pregnancy leave shall be entitled to use all of her accumulated sick leave. During such time the employee shall be entitled to accumulate seniority, and receive fringe benefits on the same basis as employees on a sick leave of absence receive.
 - g. The employee shall keep the Board informed of her anticipated date of return and provide a physician's certification of her continuing disability monthly.
2. An employee returning to employment from such leave shall bump according to seniority and receive all pay raises and benefits applicable at time of return. This provision shall not be interpreted to infer any payment of wages or fringes during said leave except as provided.

II. Non-Compensatory Leaves/Days

A. Personal Leaves of Absence

1. Upon written application to the Board, a Personal Leave of Absence may be granted to employees who have at least one (1) year of employment for a period of up to one (1) year, without loss of seniority, for reasons of personal illness in the immediate family when so certified by a licensed physician.
2. Employees' personal leaves shall be without pay or sick leave benefits. Employees, however, may continue to be covered by the group insurance coverage plans in effect for life insurance and hospitalization at their own expense.
3. All employees returning to employment from such a leave shall receive all pay raises and benefits applicable during the period of absence. Employees shall be reinstated to his/her former position.

B. Parental Leaves of Absence

1. An employee who has completed at least (1) year of service in the Gibraltar School District shall be entitled, upon written request, to a Parental Leave of Absence of up to one (1) year. The Parental Leave commences when the Pregnancy Disability Leave goes into effect.
2. A Parental Leave shall be requested during the Pregnancy Disability leave. If not requested during such a leave, the request must be made not less than thirty (30) days prior to the anticipated leave date.
3. A Parental Leave may be terminated at a point in time less than the approved leave with the approval of the Board.
4. Parental Leaves shall be without pay or other benefits except that life insurance and hospitalization coverage shall continue at Board expense for a maximum of six (6) months.
5. Employees returning to employment from such a leave shall receive all pay raises and benefits applicable at time of return and be allowed to bump into a position of comparable job function or lower job function held at the time of leaving according to seniority at the time the leave was taken. This

provision shall not be interpreted to infer any payment of wages or fringes during such leave.

C. Special Leaves of Absence

Sometimes, circumstances prevail regarding employees which necessitate a short leave of absence of not less than one (1) month, nor longer than twelve (12) months. The Board may grant such a leave after evaluating the petition. Should such a leave be granted, the employee retains only his seniority. All wages and benefits are excluded during this period of time; however, the employee may continue his/her group benefit coverage plans at his/her own expense. Upon return from such a leave the employee shall be reinstated to a position of comparable job function and salary, if possible, or if not possible, to a job which the employee could bump in accordance with her qualifications and seniority.

D. Family Medical Leave Act Leave

It is understood by the parties that sick days shall run concurrently with any FMLA leave. (Include the FMLA provisions here)

Note: see end of contract book

ARTICLE 15
RETIREMENT

A. Employees who retire while under contract who have served the District successfully for a period of:

1 - 10 years of service	=	\$20 per year
11 - 20 years of service	=	\$40 per year
21 + years of service	=	\$50 per year

ARTICLE 16
JOB PREFERENCE AND BIDDING

A. The School District agrees to post vacancies in existing job classifications and new classifications within the bargaining unit for a period of five (5) working days. During the school year, notice of each position shall be posted on the union bulletin board in the staff lounge of each building by the building representative/head secretary. During the summer months, information regarding openings shall be available at the Board of Education office. Interested employees may obtain information directly on Friday or may request

that information be mailed to a designated address. The Union shall also be notified of all such openings in writing. When a secretarial position is posted, those applicants who hold secretarial positions will be considered first, in order of seniority, for the posted positions. When more than one employee places a bid, abilities and minimum job qualifications being equal, then seniority shall govern. If no secretarial applicants accept the posted position, the remaining members of the bargaining unit shall be considered in order of seniority. When bargaining unit positions other than secretarial positions are posted, media clerks/aides will be considered first. When more than one employee places a bid, abilities and minimum job qualifications being equal, then seniority shall govern. Probationary or temporary employees shall not have immediate bidding rights.

- B. The Union shall be notified of all openings by use of a sample Bid Appendix Form attached to this Agreement. The Union shall be furnished a list of names of all parties bidding on a position on request.
- C. Employees awarded a job bid within the bargaining unit shall have a maximum of sixty (60) trial working days to qualify for such job. The Supervisor will also have 60 days to determine if the employee is qualified for the position. During the trial period, the employee/supervisor shall have the opportunity to revert back/recommend return to his former position if mutually agreed upon. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the District with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure, if the District cannot show just cause.
- D. Employees who bid for and are awarded their job bidding to lower classifications shall not normally be entitled to bid for another position for a period of one-half (1/2) year. Should justifiable reasons develop which might require an employee to want to bid to a higher classification before the one-half (1/2) year time period expires, the District may waive this provision and permit an upward rebid.
- E. During the trial period, employees will receive the rate of pay of the job they are performing.
- F. Testing for Secretarial Vacancies

The parties agree and understand that it is the sole responsibility of the employee to secure and maintain necessary skills to qualify for any position which may become vacant. However, any additional skills training required by the employer once an employee has secured a secretarial position shall be provided at Board expense.

For employees currently in secretarial positions in Categories A2, B, or C, no additional testing will be done when it involves a move into any of these categories. For bids or transfers between any other categories, management

reserves the right to conduct testing of an employee's qualifications for a job bid when it means a classification changes for the employee.

Management retains the right to review and update testing to establish an employee's qualifications for a job. When management requires such testing, it shall be uniform for all applicants for a position.

When testing for job placement commences, a building Union representative in that test location should have the option to review the physical testing environment and be present for the administration of the test.

The Union President or designee shall review such tests as scored.

ARTICLE 17 **WORK SCHEDULE**

- A. 1. The normal workweek shall be Monday through Friday.
- 2. The normal workday shall be:
 - a. Eight (8) hours
All category A1 through D employees.
 - b. No less than five (5) hours:
Title I Aides
Classroom Aides
 - c. No less than four (4) hours:
Clerical Health Aides
Preschool Aides
 - d. As determined by the Director of Special Education and/or the child's IEPC:
Special Education Aides
Special Needs (one on one) aides
 - e. As determined by the Board of Education and/or enrollment:
Daycare and latch key aides
- 3. Time schedules for opening and closing of offices and departments are fixed by the Building Administrator, subject to approval of the Superintendent or his designee.
- 4. a. All overtime is voluntary, except in cases of emergency and compensation shall be in accordance with provisions of Michigan Minimum Wage Law of 1964, PA 154, MCLA 488.381 et. seq.

5. The work year/weeks for all regular employees are equated with hours of employment; for example:

52 weeks=	2080 hours	44 weeks=	1760 hours
48 weeks=	1920 hours	43 weeks=	1720 hours
46 weeks=	1840 hours	40 weeks=	1600 hours

6. The work year/hours for various grades will commence and terminate according to the job functions and hours involved.

- a. The work year for 52 week employees shall commence July 1 and end June 30 of each year.
- b. Generally, 1840 hours (46 week) employees will commence the work year three (3) weeks prior to the teachers first work day and end two (2) weeks after the teachers' last work day.
- c. Generally, 1760 hours (44 week) employees will commence the work year two (2) weeks prior to the teachers first work day and end one week after the teachers last work day. Those working less than 43 weeks will begin the work year within the days and hours when school is in session. This generally is mandated according to the needs and objectives of the Board, and/or approval by State/Federal Project proposals.
- d. Generally, 1600 hours (40 week) employees will commence work year commensurate to the student's school calendar.

B. 1. Assignment and Transfer (Involuntary)

Employees are subject to assignment and transfer at the discretion of the Superintendent provided such assignment and/or transfer will not be for a period exceeding ninety (90) days. In no event will any employee receives less pay because of such assignment and/or transfer. If the assignment/transfer is into a higher classification, then the pay in the higher classification will be given.

2. Absentee Replacement

- a. Whenever a vacancy occurs due to an absence, for a period not exceeding ninety (90) days, if the District decides to fill the vacancy, the District shall select the most senior displaced employee who is working in the same building where the vacancy occurs; if there is no such employee available, then the District may fill the vacancy with a

qualified bargaining unit member at its discretion. The District shall not be required to fill any vacancy created by the absentee's replacement.

- b. Whenever a vacancy occurs due to an absence, for a period exceeding ninety (90) days, if the District decides to fill the vacancy, the District shall bid the vacancy on a temporary basis for the duration of the leave. Any other vacancy created by the initial leave shall be bid on a temporary basis.

ARTICLE 18

WORKING CONDITIONS

- A. Under normal circumstances, employees shall perform those duties as defined in the appropriate job description with the following exceptions:
 - 1. In the absence of the building principal or their designee, it is clearly understood that clerical staff shall not be held accountable for the administration of the building. The District will avoid having secretarial/clerical employees alone in the building. Should such an occasion arise, the affected employee(s) will be permitted to be transferred to another work location for that day or may choose to take a non-pay day if she is not eligible for vacation time.
 - 2. Employees shall assist in first aid functions but shall not be held responsible for dispensing medicine to the students in their building. It is not acceptable on anyone's part to abandon an injured or seriously sick person. The employee shall notify the administrator in charge immediately, for these kinds of cases require immediate notice to parents, police and/or other emergency procedures available for such purposes.
 - 3. It is the duty of a teacher aide to perform her normal duties, which is to assist the teacher, and shall not instruct a class nor be left in charge of a classroom to supervise, except in cases of emergency. In this case, they shall be instructed to do so by their administrator or teacher.
 - 4. Within the first two (2) weeks of each school year, all eligible aides shall have the opportunity to be trained to administer insulin. To be eligible, an aide must have a position that spans the entire school day. Only one aide per building will be eligible for this voluntary duty and it shall be determined by seniority. The volunteers shall receive a \$2500 stipend for the first student plus \$200 for each additional serviced student up to three (3) students. Should the aide not be able to perform the service for any reason, she shall be

able to relinquish the stipend on a pro-rata basis (without consequences) and the district will offer it using the same process as that used at the start of the year. This work is voluntary and cannot be assigned.

- B. The normal work day for 8 hour a day employees shall include a one-half (1/2) hour duty free lunch period, and should include two (2) fifteen (15) minute daily relief periods. A normal work day for a 6 but less than eight (8) hour a day aide shall include a one-half (1/2) hour duty free lunch period. In buildings where more than one 8 hour or one 6 hour a day employee is housed, relief and lunch periods must be scheduled so that the building operation is not hindered. Any employee working more than four (4) hours but less than six (6) hours shall be provided a fifteen (15) minute break.
- C. Employees have a right to use rest areas, lounges and restrooms. They shall not be deprived of this freedom. The intent here is to guarantee rights of employees to use all open facilities afforded to other employee groups.
- D. The employee shall have the option to leave the building, with the building administrator's knowledge, during their lunch period as long as it does not extend beyond that period.
- E. Extended Work Weeks
 - 1. The District shall determine the right for individual jobs to be extended due to necessity; the employee whose position is directly affected shall be given first priority to fulfill the job extension. Should the regular employee be unwilling to work the extended time, employees within the same work location shall be given the right to fill the work extension providing they have the qualifications and the seniority provisions.
 - 2. When the regular secretarial employees in the same work location cannot complete extended time requirements, the affected position(s) shall be bid and filled on the basis of qualifications and seniority.
- F. During the school year when a position becomes temporarily vacant due to a temporary transfer of an existing employee, not to exceed ninety (90) days, employees within a specific building, on the basis of qualifications and seniority, shall be given the right to fill positions on a temporary basis and receive the rate of pay for the job that they perform. If there is no one available within a building, a substitute (newly-hired) may be secured by the Board. No fringe benefits will be paid to these newly hired substitutes. Should affected positions become vacant for longer than ninety (90) days, the position will be bid in accordance with bid procedures of this Agreement.

- G. At all times it is clearly understood that laid-off or non-assigned members of the bargaining unit will have first opportunity to fill positions if they qualify prior to the new hiring of employees, even if temporary in nature.
- H.
 - 1. When additional help (such as summer employment) is needed by the be at the Board which results in an employee having the opportunity to work longer than his normal work year, and it is not merely the extension of an existing job, those positions will be posted and bid according to the provisions of this Agreement. Pay for secretarial positions will be at a "General Secretary pay rate." (See Appendix A.)
 - 2. Positions in the summer day care programs are considered temporary positions and not bargaining unit positions unless held by a current bargaining unit member. Pay for those positions shall be at the Category F rate.
- I. Position of Intent. Usage of co-op students is not intended to replace work performed by members of the bargaining unit.

ARTICLE 19
MEDICALLY FRAGILE AND SPECIAL NEED STUDENTS

In the event that it is determined that a member of the Secretaries/Aides Unit shall provide a student with services pursuant to the Gibraltar School District's policy pertaining to Medical Services-Students, the following provisions shall apply:

- 1. A Special Education Aide for a Medically Fragile Student is an employee assigned to a severely handicapped student. They will be responsible for specific physical procedures including but not limited to catheterization, tube feeding, regular hygienic maintenance and physical manipulation/positioning. This classification she paid at the Category E2 rate, equivalent to current Category C pay rate. Any employee performing these services for students shall receive appropriate training.

A Special Education Classroom Aide or Special Needs Aide (One on One) is an employee assigned to special education students who do not require constant care, feeding and/or toileting. The Special Education Classroom aide's responsibilities include instruction, supervision (including periods when the teacher is out of the room), physical assistance, and hygiene of students (including attending to toileting accidents). Special Needs aides have the same responsibilities. In addition, they have primary responsibilities to individual special needs students who may require extensive supervision, prompting,

redirection, and physical intervention. These classifications shall be paid at the Category E1 pay rate, equivalent to the current E pay rate.

A Special Education Classroom Aide or Special Needs Aide with the additional responsibility of toileting as identified in the job bid and/or the student's IEPC shall be paid at the Category E3 pay rate, equivalent to the current D pay rate.

2. The District shall furnish all necessary supplies and equipment required for the employee to provide the services to a student.
3. Any employee providing aide services to a medically fragile student is entitled to all contractual rights that accompany the classification E2 category. However, it is understood and agreed that such contractual rights are forfeited when the position ceases, at which time the employee will revert back to his/her former position. If the above-mentioned student is a Gibraltar School's student, they will be serviced by a Gibraltar School's employee.
4. The District shall have in effect appropriate insurance coverage to protect any Union employee providing services pursuant to the District policy on Medical Services-Students and this Article.
5. To select an employee to provide services pursuant to the policy on Medical Services-Students, the District shall post for such position in accordance with Article 16 of the Agreement. The notice of posting shall contain a description of the nature and extent of services to be provided. All employees of the bargaining unit (including employees on layoff) shall be eligible to bid for the position.

The district shall select the most senior trained applicant. In the event of a layoff, a displaced employee shall have the right to exercise his/her seniority to bump into a special aide position in accordance with the provisions of Article 16, provided such employee has the seniority and necessary training.

ARTICLE 20

SUPER SENIORITY FOR UNION REPRESENTATIVES

Notwithstanding their position on the seniority list, the President of the Secretaries/Aides Association (the Union) and the Chief Steward of the Union shall, in the event of a layoff, be continued at work at all times when work is available, provided they are fully able to perform any of the available work.

ARTICLE 21
RIGHTS OF THE BOARD

The Board retains the sole right and shall have the right to manage and conduct its obligations in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner, which constitutes an express violation of this Agreement. It is further understood and agreed that the Board has all the customary and usual rights, powers, functions and authority of management except as those rights, power, functions and authority are specifically abridged or modified by this Agreement.

The Union recognizes the Board's right to manage its affairs and direct its work force and within the existing framework of the Statutes of the State of Michigan to maintain the school district in the County of Wayne as efficiently and at the lowest possible cost consistent with fair labor standards.

ARTICLE 22
MISCELLANEOUS

- A. All personal days, business days, funeral leave days, and sick days shall only be charged for work actually missed on that date.
- B. To be eligible for medical and life insurance benefits unless specified differently in this Collective Bargaining Agreement, an employee must work at least forty (40) hours per week.
- C. The Secretarial Union and the Gibraltar Board of Education agree that there are no insurance benefits afforded present and future aide positions with the exception of the following aides: Range. It is further understood the above aides shall receive all medical and life insurance benefits and will continue to do so until they retire or are no longer employed by the district. All other aides shall receive no health insurance benefits but shall receive the appropriate paid leave as specified for aides in Article 14. It is also understood the Gibraltar School District will not have more than one (1) half-time aide working in each building.
- D. Recognizing the Board's rights to determine new and existing job classifications, etc., it is agreed that a review committee consisting of two (2) members appointed by the Union and two (2) members of the District will review and evaluate job classifications. The Union (via this committee) shall be permitted to present their input to the District prior to the termination of this Agreement on matters of job classification. The intent of this paragraph is to permit dialogue between the Union and the Board about possible improvements for better efficiency of operation.

- E. Should any break or comparable break/recess be scheduled with the Master District School Calendar, eligible secretarial/clerical staff will not be requested to report to work but shall be paid. Should individual services be required during that time, compensatory time shall be granted to the employee as approved by the Superintendent.
- F. The School District shall pay for any medical/physical examinations required by the District of bargaining unit members who do not receive health insurance. Employee incurred costs for tests or immunizations which are required by State Law, Federal Law or District policy shall be reimbursed.
- G. The term "regular employee" as used in this collective bargaining agreement shall mean all forty (40) hour employees and grandparented aides.

ARTICLE 23 EVALUATION

- A. Each employee will be evaluated, at least once each school year, by the immediate supervisor. Evaluations will be based initially on the following criteria:
 - 1. Skills necessary for the specific position held.
 - 2. Punctuality and attendance.
 - 3. Other areas as may be mutually agreed upon by the Union and the Board after further study and evaluation is made.
- B. Probationary employees shall be evaluated by their immediate supervisor at least once before the end of the first sixty (60) calendar days of employment.
- C. The employee must be given an opportunity to read all evaluations, validated complaints and disciplinary charges prior to inclusion in his/her personnel file. The employee shall acknowledge that he/she has read and received a copy of evaluations and disciplinary or complaint narratives by affixing his/her signature and date on the actual copy to be filed.

The employee shall have the right to respond to any adverse material, including evaluations, prior to signing acknowledgment of such material. Such responses shall become an addendum to the material to be filed in the personnel records.

Upon request, a copy of any item in the employee's personnel file will be furnished to the employee.

ARTICLE 24
HOLIDAYS AND VACATIONS

- A. Holidays. The following days shall constitute paid holidays for which each regular employee, who works both the scheduled work days before and after the holiday, shall receive pay according to the number of hours in a normal work period.

Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day After Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	Independence Day

In the event that any of the designated holidays fall other than during the regular work week, the following rules shall apply:

1. Should the holiday fall on Saturday, Friday shall be considered the holiday.
2. Should the holiday fall on Sunday, Monday shall be considered the holiday.
3. Both 1 and 2 above are subject to the provision that no day when school is in session shall ever be considered a holiday. In the event either 1 or 2 would result in placing observance of the holiday on a day when school is in session, then the following would apply:

Employees shall receive either an extra day's pay or be given the equivalent amount of released time as determined by the administration. Released time shall be taken only at times designated by the administration. The District shall consider the wishes of the employees in this matter, to the extent of polling the employees and discussing the matter with the representatives of the Union, but the final decision will rest with the District.

4. All regular employees will be paid for the above holidays provided they work on the scheduled workdays previous to and following the holiday, unless vacation or sick leave is taken or just cause can be established for not reporting to work.

- B. Vacations

All permanent regular employees (40hrs./40 weeks) are credited with vacation time each year on the anniversary of the date of hire for probationary status. All

vacations must be taken in the fifty-two (52) weeks following the vacation anniversary and cannot be carried over to the next year.

C. Vacation Schedules

1. Eligibility. Only those employees who are full time (40 hours per week and 40 weeks or more), and have one year of work experience from date of hire and/or 52 week employees with six (6) months work experience shall be eligible for vacations with pay.

Those employees who work at least 20 hours but less than 40 hours per week and have been employed by the District for ten (10) or more years shall receive one (1) vacation day which must be taken during the spring recess.

2. Eligible Vacation Periods Beyond the Standard Vacation Days. All eligible employees who have unused vacation days beyond the standard vacation days may be granted vacation time as is suitable to the employee and the immediate supervisor. The factor for this scheduling concerns itself with the efficient operation of the job function and departments in question, provided that vacation taken during school days can be handled without added cost to the employer and within the personnel resources of the building, department or classification. Should two (2) or more employees request identical times during the school day, seniority shall prevail in terms of the granting of these requests.

3. Vacations shall be paid to eligible 40-52 week employees on the following schedule:

- a. 52 week employees

After six (6) months - 5 working days
After one (1) year - 10 working days
After (5) years - 10 working days plus one (1) additional day for each additional year over five (5) years to a maximum of twenty (20) days.

- b. 40 - 48 week employees

After 1-4 years - Easter Recess
After 5-8 years - Christmas and Easter Recess
After 9 years and above - Christmas and Easter Recess (plus two (2) discretionary days)

D General Provisions Paid Vacations

1. Any employee who leaves the employment of the District during the year as a result of dismissal shall forfeit all vacation rights.
2. If an employee is laid off, voluntarily quits, is on workmen's compensation leave or retires (but not an employee who is discharged), he shall receive unused vacation credit accrued from the preceding anniversary seniority date at the rate of 1/12th of vacation per month of employment (or major fraction thereof) after such anniversary seniority date.
3. This formula should be applied to the amount of vacation to which the employee would have been entitled on the basis of his seniority the following anniversary seniority date had he not been laid off or retired. A recalled employee who received such credit at the time of layoff will have credit deducted from his next vacation pay.
4. Any employee eligible for vacation who missed work during the year due to sick leave, leave of absence, layoff, or any other prolonged absenteeism, shall be entitled to prorated vacation with pay during the vacation period on the following basis:
 - Total 1 month absence - 100% of vacation pay
 - Total 2 months absence - 90% of vacation pay
 - Total 3 months absence - 80% of vacation pay
 - Total 4 months absence - 70% of vacation pay
 - Total 5 months absence - 60% of vacation pay
 - Total 6 months absence - 50% of vacation pay
 - Total 7 months absence - 40% of vacation pay
5. A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each vacation year. The vacation may not be waived by an employee and extra pay received for working during that period.
6. If a Category A1 employee becomes ill and is under the care of a licensed physician prior to his vacation, his vacation may be rescheduled. If the employee is unable to take his vacation which he has earned due to a physician verified illness, he shall be paid his vacation pay in lieu of taking the vacation.
7. Vacation pay will be based on the employee's hourly rate and regular workday (not to exceed eight hours) immediately previous to the date of layoff, voluntary quit, workmen's compensation, leave of absence, or retirement in cases provided in Section (2) above.
8. Employees moving from part time to full time classification will be

granted vacation benefits commencing from the anniversary date of work classification change.

9. When one of the holidays falls on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

ARTICLE 25
TITLE I PARAPROFESSIONALS

- A. All Title I federally funded paraprofessionals must meet the requirements of the Federal No Child Left Behind Act of 2001, 20 USC 6319 (c), no later than January 8, 2006. Failure to do so will result in the transfer of the paraprofessional to another job assignment according to seniority and qualifications. The affected paraprofessional will retain all rights provided by the contract regarding bumping, vacancies, transfer, and lay-off or recall provided in this agreement. The position will be posted and filled by a person who meets the federal requirements.
- B. Qualifications of Title I Paraprofessionals: Paraprofessionals may meet the requirements of 20 USC 6319 (c) in one of the following ways:
 1. Completion of at least forty-eight (48) hours of study at an institution of higher education; or
 2. Obtaining an associate's or higher degree; or
 3. Passing the MTTC Basic Skills Test, the WorkKeys Test, or another approved local or Michigan Department of Education assessments.
- C. Paraprofessionals shall provide written evidence of meeting the requirements of the Federal Act prior to January 8, 2006. Examples of evidence include transcripts, diplomas, or passing state or local assessment results. This evidence shall be placed in the employee's personnel file at the Board office.
- D. If a paraprofessional has been determined by another school district or the Michigan Department of Education as meeting the requirements of the No Child Left Behind Act then she/he shall be considered by the District as meeting the requirements. This determination shall be on file.

ARTICLE 26
TERMINATION OF AGREEMENT

This Agreement, all of its provisions and appendices, shall become effective July 1, 2009 and shall continue in effect until midnight June 30, 2012.

Upon at least sixty (60) days written notice to the other party prior to the expiration date, either party may request the opening of negotiations for a new Agreement. Any notices required hereunder shall be sufficient if mailed by certified mail with return receipt requested, or hand delivered. Within thirty (30) days after such notice, the parties shall meet to schedule negotiation sessions for a new collective bargaining agreement.

IN WITNESS WHEREOF, the parties signed this Agreement this ____ day of _____, 2010. *

BOARD OF EDUCATION OF THE
GIBRALTAR SCHOOL DISTRICT

By: 
President


By: 
Secretary

By: 
Board Negotiator

GIBRALTAR SECRETARIES/AIDES
ASSOCIATION-MEA

By: 
Local President

By: 
Local Secretary

By: 
Uniserv Director, MEA/NEA

*Contract was ratified by Board of Education on 1/13/10

**Contract was ratified by union on 1/5/10

APPENDIX A

1. Wage Schedule –

A. Employees shall be compensated in accordance with the wage schedule attached. This appendix shall be considered as part of this Agreement.

B. Each category/level of the wage schedule shall be increased by the following amounts:

2009-2010 1% effective July 1, 2009 (NO retroactive pay for July-January of School year 2009-2010)

2010- 2011 1% effective July 1, 2010

2011- 2012 wage opener

C When any secretarial/clerical position not listed below is established by the Board, the Board shall designate job classification and grade.

D. The Board shall provide full retirement contributions in accordance with the law.

E. For any position that includes more than one classification, the employee shall be paid at the rate for each classification according to the number of hours worked in each position. Combining of positions will not exceed eight (8) hours per day and will not qualify them for fringe benefits.

2. Life Insurance

Within the provisions of the insurance carrier, the Board will supply to employees who apply the following coverage: \$50,000.00

Any employee retiring from the Gibraltar School District may purchase ten thousand dollars (\$10,000.00) in life insurance, through the District's group plan, at actual cost.

3. Hospitalization Insurance

Eligible employees covered by this Agreement may participate in the group health insurance plan provided by the employer. The Board may negotiate with other carriers for the lowest cost figure to achieve similar/comparable coverage as provided by Blue Cross/Blue Shield as follows:

A. **Years 2007-2008 and 2008-2009**

Community Blue PPO Option 1 with Coordination of Benefits
\$5 Office Visit Copay/\$5 Urgent Care Copay/\$25 Emergency Room Copay
Deductible -- \$100 member/\$200 family
\$0 Mental Health Copay
Hearing Aid Rider HCA
Unlimited Preventive Care Services
Continuation Rider (dependents 19 to 25 years of age)
Birth Control Rider
Prescription Drug Card
 \$5 generic/\$30 Brand name (MOPD)

The school district shall pay full premium cost of said insurance for eligible employees and dependents, subject to provisions outlined in Section 4, below.

- B. Subject to the provisions of the insurance carrier, any member of this bargaining unit may participate at their own expense in other group insurance coverage by personal contributions through payroll deductions through a Section 125 plan.

4. Cash in Lieu of Health Insurance

Within the provisions of the annuity carriers, the Board will supply to the employees who apply:

Individual eligible employees covered by this Agreement may elect to take cash in lieu of the hospitalization insurance provided above. The election by individuals shall be made for the life of this Agreement at a prescribed rate of \$1800.00 per annum, prorated over a twelve (12) month period. Once the election is made; the individual will be retained on the annuity program unless serious circumstances come about (such as death and/or disability cases of a spouse or other reasons) for which the employee becomes the permanent head of the household needing the hospitalization coverage.

5. Dental Insurance – The Employer shall provide the current dental plan for full time bargaining unit members employed in positions in Categories A1 through D and any grandparented aides. The cost of the dental plan shall be shared equally between the Employer and the bargaining unit member.

**APPENDIX B
GIBRALTAR SCHOOL DISTRICT**

Sample Bid Form

TO: All Secretaries/All Aides
FROM: Author
DATE: Date Written
RE: Secretarial/Clerical Position Posting

I. PREFACE:

Bids will be accepted commencing (month, day, year) to 4:00 p.m. on (month, day, year) as defined in the Master Secretarial/Clerical Contract. Bids should be submitted to the Director of Personnel typewritten and signed, with a copy to the office of the Supervisor affected by the vacancy.

II. JOB DESCRIPTION/CLASSIFICATION/LOCATION/HOURS PER DAY/HOURLY RATE

III. QUALIFICATIONS FOR THIS POSITION:

1. _____

2. _____

3. _____

4. _____

IV. OTHER PERTINENT DATA: (desirable additional skills/training for this position)

c Superintendent/Designee
Building Supervisor
Union President
Building Union Representative/Head Secretary

contractsecretaries2003board

**GIBRALTAR SCHOOL DISTRICT
SECRETARIAL/CLERICAL APPENDIX WAGE SCHEDULE**

****No Retroactive pay for July - January of School Year 2009-2010**

A1.	Data Processing Clerk/Student Services (52 Weeks) Data Processing Clerk/Payroll (52 Weeks) Assisntant Bookkeeper (52 Weeks)			
		7/1/2009	7/1/2010	7/1/2011
	Probationary	15.71	15.86	wage opener
	Day 91	16.51	16.68	wage opener
	6 Mos.	17.32	17.49	wage opener
	2 Yrs.	18.15	18.33	wage opener
	3 Yrs.	18.97	19.16	wage opener
A2.	High School Principal's Secretary (46 weeks) Middle School Principal's Secretary (44 weeks) Elementary Principal's Secretary (44 weeks) Athletic Secretary (44 weeks) Community & Adult Education Secretary			
	Probationary	15.32	15.47	wage opener
	Day 91	16.16	16.32	wage opener
	6 Mos.	16.99	17.16	wage opener
	2 Yrs.	17.82	17.99	wage opener
	3 Yrs.	18.72	18.90	wage opener
B.	General Building Secretaries (44 weeks) Pre-Primary Center Secretary/Sub Caller (44 weeks) Maintenance Secretary			
	Probationary	14.98	15.13	wage opener
	Day 91	15.79	15.94	wage opener
	6 Mos.	16.58	16.75	wage opener
	2 Yrs.	17.41	17.59	wage opener
	3 Yrs.	18.22	18.40	wage opener
C.	Assistant Secretaries (43 weeks)			
	Probationary	13.84	13.98	wage opener
	Day 91	14.59	14.74	wage opener
	6 Mos.	15.31	15.46	wage opener
	2 Yrs.	16.05	16.21	wage opener
	3 Yrs.	16.79	16.95	wage opener

	7/1/2009	7/1/2010	7/1/2011
D.	Media Center Clerks (40 weeks)		
Probationary	12.22	12.34	wage opener
Day 91	12.77	12.90	wage opener
6 Mos.	13.32	13.45	wage opener
3 Yrs.	13.87	14.01	wage opener
E1.	Aides - Title I, Special Education, Special Needs, Classroom		
Probationary	11.86	11.98	wage opener
Day 91	12.42	12.54	wage opener
6 Mos.	12.96	13.09	wage opener
3 Yrs.	13.51	13.65	wage opener
E2.	Special Education Aide for the Medically Fragile Student		
Probationary	13.84	13.98	wage opener
Day 91	14.59	14.74	wage opener
6 Mos.	15.31	15.46	wage opener
2 Yrs.	16.05	16.21	wage opener
3 Yrs.	16.79	16.95	wage opener
E3.	Aides - Special Education-Special Needs with additional responsibilities as defined in Article 19		
Probationary	12.22	12.34	wage opener
Day 91	12.77	12.90	wage opener
6 Mos.	13.32	13.45	wage opener
3 Yrs.	13.87	14.01	wage opener
F.	Day Care/Latch Key Aides		
Probationary	7.80	7.88	wage opener
Day 61	8.30	8.38	wage opener
Day 91	8.74	8.83	wage opener
G.	Preschool Aides		
Probationary	8.88	8.97	wage opener
Day 91	9.49	9.58	wage opener
H.	Clerical/Health Aides		
	10.97	11.08	wage opener
	(No Probationary Rate and/or Step Up Rates)		

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
(Revised January 2009)

Fact Sheet #28: The Family and Medical Leave Act of 1993

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees and some federal employees. Most federal and certain congressional employees are also covered by the law and are subject

The FMLA became effective on August 5, 1993 for most employers and entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. Amendments to the FMLA by the National Defense Authorization Act for FY 2008 (NDAA), Public Law 110-181, expanded the FMLA to allow eligible employees to take up to 12 weeks of job-protected leave in the applicable 12-month period for any "qualifying exigency" arising out of the fact that a covered military member is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. The NDAA also amended the FMLA to allow eligible employees to take up to 26 weeks of job-protected leave in a "single 12-month period" to care for a covered servicemember with a serious injury or illness.

EMPLOYER COVERAGE

FMLA applies to all public agencies, including state, local and federal employers, local education agencies (schools), **and** private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including joint employers and successors of covered employers.

EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee **must**:

- work for a covered employer;
- have worked for the employer for a total of 12 months;
- have worked at least 1,250 hours over the previous 12 months; and
- work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

While the 12 months of employment need not be consecutive, employment periods prior to a break in service of **seven** years or more need not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the employer's intention to rehire the employee after the break in service. *See, special rules for returning reservists under USERRA.*

LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of **12 workweeks** of **unpaid** leave during any 12-month period for one or more of the following reasons:

- for the birth and care of a newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to take medical leave when the employee is unable to work because of a serious health condition; **or**
- for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

A covered employer also must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of **26 workweeks** of **unpaid** leave during a "single 12-month period" to care for the servicemember. *See* Fact Sheet 28A for specific information regarding military family leave.

Spouses employed by the same employer are limited in the **amount** of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 weeks (or 26 weeks if leave to care for a covered servicemember with a serious injury or illness is also used). Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced leave schedule – reducing the employee's usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation. If FMLA leave is for birth and care, or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

Under certain conditions, employees **or** employers may choose to "substitute" (run concurrently) accrued **paid** leave (such as sick or vacation leave) to cover some or all of the FMLA leave. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (*i.e.*, inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; **or**
- Continuing treatment by a health care provider, which includes:

(1) A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that **also** includes:

- treatment two or more times by or under the supervision of a health care provider (*i.e.*, in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); **or**

- one treatment by a health care provider (*i.e.*, an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (*e.g.*, prescription medication, physical therapy); **or**

(2) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; **or** (3) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; **or**

(4) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; **or**

(5) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

MAINTENANCE OF HEALTH BENEFITS

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

JOB RESTORATION

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to **before** using FMLA leave, nor be counted against the employee under a "no fault" attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked, products sold, or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.

An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

NOTICE AND CERTIFICATION

Employee Notice

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.

Employees must provide sufficient information for an employer reasonably to determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to

perform the functions of the job, and/or that the employee or employee's qualifying family member is under the continuing care of a health care provider.

When an employee seeks leave for a FMLA-qualifying reason for the **first** time, the employee need not expressly assert FMLA rights or even mention the FMLA. When an employee seeks leave, however, due to a FMLA-qualifying reason for which the employer has previously provided the employee FMLA-protected leave, the employee **must** specifically reference either the qualifying reason for leave or the need for FMLA leave.

Employer Notice

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$110 for each separate offense. Additionally, employers must either include this general notice in employee handbooks or other written guidance to employees concerning benefits, or must distribute a copy of the notice to each new employee upon hiring.

When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA purpose, the employer must notify the employee of his or her eligibility to take leave, and inform the employee of his/her rights and responsibilities under FMLA. When the employer has enough information to determine that leave is being taken for a FMLA-qualifying reason, the employer must notify the employee that the leave is designated and will be counted as FMLA leave.

Certification

Employers may require that an employee's request for leave due to a serious health condition affecting the employee or a covered family member be supported by a certification from a health care provider. An employer may require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. An employer may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious health condition. An employer may have a uniformly-applied policy requiring employees returning from leave for their own serious health condition to submit a certification that they are able to resume work. If reasonable safety concerns exist, an employer may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave.

UNLAWFUL ACTS

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

ENFORCEMENT

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also be able to bring a private civil action against an employer for violations.

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent leave or when leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA

leave. This special exception to the “salary basis” requirements for FLSA’s exemption extends only to an “eligible” employee’s use of leave required by FMLA.

For additional information, visit our Wage and Hour Division Website:

<http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations. **U.S. Department of Labor**
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