

MASTER AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE GIBRALTAR SCHOOL DISTRICT
AND
THE SUPERVISORS AND ADMINISTRATORS OF THE
GIBRALTAR SCHOOL DISTRICT
AFL-CIO LOCAL 43
July 1, 2008 to June 30, 2013

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PREFACE

The Board, the Central Administration, and the Personnel in the bargaining unit will work in concert as a management team. In matters of policy formulations, administrative decision making, planning, and operating the school district, it is the intention of the parties to this Agreement that the personnel in the bargaining unit will be actively involved.

SAGSD is the exclusive bargaining representative for the personnel employed in the following positions:

All Principals; Assistant Principals; Athletic Director, Summer School Director; Supervisor of Building and Grounds; Supervisor of Transportation; and such other positions and classifications as may be mutually agreed upon between the parties.

But Excluding:

Finance Manager, Assistant Superintendent, Personnel Director, Supervisor of Bookkeeping and Central Office Data Processing and any Central Office Administrative Position.

DEFINITIONS

- A. Whenever the term "SAGSD" is used, it shall refer to the bargaining representative of the bargaining unit as a whole as well as any member of the bargaining unit.
- B. Whenever the term "School" is used, it is to include any work location or functional work division.
- C. Whenever the term "Administrator" is used, it is to include the bargaining unit personnel of any work location or functional work division.
- D. Whenever the term "Superintendent" is used, it shall include only that person and not his/her designees.
- E. Whenever the term "designee(s)" is used, it shall include those parties so authorized to act in place of the Board or the Superintendent.
- F. Whenever the term "Board" is used, it shall refer to the Board of Education only.
- G. Whenever the term "Central Administration" is used, it shall mean the administrators excluded from coverage of this Agreement.
- H. Whenever the term "parties" is used, it shall mean the employer school district or its designee and the SAGSD.

ARTICLE I - DUES DEDUCTION

- A. Any Administrator who is a member of SAGSD may sign and deliver to the Employer, an assignment authorizing deduction of membership dues in SAGSD.
- B. The SAGSD shall issue an authorization form which shall indicate the amounts to be deducted and the manner in which they will be deducted. SAGSD shall be responsible to notify the Finance Manager of any prorated amounts in the event of employment for a partial year for part-time employment.
- C. Sums deducted by the Employer pursuant to authorization of the Administrator shall be sent directly and promptly to the SAGSD under procedures to be established by the Finance Manager. SAGSD shall remain responsible for the ultimate disbursement of such monies.
- D. Any Administrator who is not a member of the Union or who does not make application for membership within thirty (30) days from the date of commencement of administrative or supervisory duties, shall, as a condition of employment, pay an Agency Shop Fee to the Union, provided, however, that the Administrator may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph, the Board may cause the termination of employment of such Administrator. The Parties expressly recognize that the failure of any Administrator to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of said Agency Shop Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of costs of obtaining and administering the benefits to be received hereunder. The procedure in all cases of discharge for violation of these provisions shall be as follows:
 - 1. The Union shall notify the Administrator of non-compliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board, in the event compliance is not effected.
 - 2. If the Administrator fails to comply, the Union may file charges in writing, with the Board, and shall request termination of the Administrator's employment. A copy of the notice of noncompliance and Proof of Service shall be attached to said charges.
 - 3. The Board, only upon receipt of said charges, and to the extent that said Administrator is protected by provisions of the Michigan Teachers' Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Union, in the process of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or Agency Shop Fee.
- E. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding the above paragraph. (Section D) The Union further agrees to indemnify the Board of any costs or damages which may be assessed against the Board as to the result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
2. The Union, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
3. The Union shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE II - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a complaint by any member of the bargaining unit based on an event or condition which is an alleged violation or misapplication of this Agreement.

Procedures to be followed by the member who files a grievance:

1. Within twenty (20) calendar days of the date in which an alleged violation occurs or when the employee first has knowledge of the occurrence of said grievance, the employee shall be required to file his/her grievance in the following manner:
2. Should the grievance not be resolved informally, within ten (10) working days of the conference, a written grievance may be referred to the Superintendent, stating: the nature of the grievance, article violation, action requested, and a written signature of the party submitting the grievance. (SAGSD Official may submit the written grievance.) The Superintendent or his/her designee shall have ten (10) working days after receipt of the written grievance to submit his/her answer and the reasons therefore in writing to the grievant.
3. If the grievance is not settled at the Superintendent's level, the matter may be referred to the Board of Education, by SAGSD, within ten (10) working days from the Superintendent's answer. If said grievance is submitted to the Board at least five (5) working days prior to the Board's next regularly scheduled meeting, the Contract Committee of the Board shall meet with the aggrieved and SAGSD representative(s) and give their disposition to the employee or the Union within ten (10) working days from said meeting.
4. If SAGSD is not satisfied with the Board's decision, SAGSD may submit the grievance to arbitration within ten (10) working days of the Board's decision. Once submitted for arbitration, the Superintendent or his/her designee and the SAGSD official shall agree upon an arbitrator. Selection shall be in accordance with the rules and regulations of the American Arbitration Association.

Any grievance relating to an employee receiving an unsatisfactory performance appraisal shall be submitted directly to the Board under the same provisions as spelled out in paragraph three (3) above. Further, if the employee or association is not

satisfied with the Board's disposition of said grievance, it may be submitted to arbitration in accordance with the provisions contained herein. However, it is expressly understood that the losing party to arbitration, as it relates only to an employee receiving an unsatisfactory performance appraisal, shall bear the arbitrators at expenses

5. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of violations of the specific article and sections of this Agreement.
 - a) He shall have no power to add to, subtract from, disregard, alter, or modify the terms of this agreement.
 - b) He shall have no power to establish salary schedules or fringe benefits or change any salary schedules or fringe benefits.
 - c) He shall have no power to rule on any of the following:
 - 1) Any claim or complaint subject to the procedures specified in the Teachers' Tenure Act (Act IV, Public Act, Extra Session of 1937 of Michigan, as amended).
 - 2) Any question under this Agreement that is within the authority of the Employer to decide, specifically excluded from arbitration, are unadjusted grievances which question the exercise of rights set forth in Article XV of this Agreement, entitled Board Rights, or which question the use of application or any right over which the Employer is given unilateral discretion in this Agreement.
 - 3) Any provisions of any constitutional, statutory or common law in the resolution of any grievance.
 - 4) Disputes and unresolved grievances concerning the disciplining or discharge of employees who violate the No Strike provisions of this Agreement.
 - d) He shall have no power to change any practice, policy or rule of the Board not to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. The arbitrator's powers shall be limited to deciding whether the Board or SAGSD or administrator has violated the express written articles or sections of this Agreement, and he/she shall not imply obligations and conditions binding upon the Board or SAGSD from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 - e) There shall be no appeal from an arbitrator's decision, if within the scope of his/her authority, as set forth above. It shall be binding on SAGSD, the grievant, Administrators, and the Employer.
 - f) The fees and expenses of the arbitrator shall be borne 65% by the losing party

and 35% by the prevailing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

- g) Either party may use an attorney during the grievance procedure.
- 6) All the time limits shall be strictly followed. Failure to timely file or refer the grievance within the time limits as detailed under each step of the grievance procedure automatically waives the right to continue the grievance.

In the event the Superintendent or Board fails to answer a grievance within the prescribed time period, the grievance shall be deemed to have been granted by the Superintendent or the Board. However, a grievance granted by default shall not serve as precedent to any future grievance alleging the same violation of the contract.

ARTICLE III - AGREEMENTS CONTRARY TO LAW

If any provisions of this Agreement or any application of the Agreement to any Administrator or group of Administrators shall be found contrary to law by a Court of Last Resort or by a Court of Competent Jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE IV - MATTERS CONTRARY TO LAW

This Agreement shall supersede any rules, regulations, and practices of the Board which are contrary to or inconsistent terms contained in any individual Administrator's contract. All individual Administrator's contracts shall be expressly made subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board as they affect Administrators.

ARTICLE V - REVIEW OF PERSONNEL FILES

- A. Each Administrator shall have the right, upon request, to review the contents of his/her personnel file maintained at the Administration Building. A representative of the SAGSD may, at the Administrator's request, accompany the Administrator in this review. The review shall be made in the presence of the Central Administration personnel responsible for the safekeeping of these files. If the Administrator does not have a copy, the Employer shall reproduce for the Administrator one (1) copy of any material requested from such files.
- B. The Administrator shall have an opportunity to read all material placed in his/her personnel file subject to excluding privileged information as hereinafter defined. The Administrator shall acknowledge that he/she has read and received a copy of such material affixing his/her signature and date of the actual copy to be filed with the understanding that such

signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.

- C. The Administrators shall have the right to answer any material filed and his/her answer shall become a part of the file copy. In case the Administrator does not choose to answer such material, notation to this effect shall be added to the file copy.
- D. A copy of all communications, including evaluations, commendations and validated complaints directed toward the Administrator which are to be included in the personnel file, shall first be given to the Administrator.
- E. When an Administrator leaves the district, he/she has the right to review his/her file and the Superintendent or his/her designee may remove any adverse material (prior to the last two (2) years of employment) if such adverse complaints have been corrected. Adverse material in this case would be reprimands, parent complaints, student complaints, rebuttals, and anything of like nature.
- F. No material relating to an Administrator's personal life which is unrelated to his/her work or positions shall be placed in his/her personnel file.
- G. Privileged information, such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review.
- H. Records of grievances filed shall not be included in the Administrator's personnel file.
- I. All information in the Administrator's file shall be kept confidential and shall be available only to authorized Administrative personnel.

ARTICLE VI - MEETINGS

Representatives of the Board and the SAGSD may meet once each month during the school year, upon the request of either party, to discuss matters of mutual concern. The Board President or designee, along with the SAGSD president or designee, will determine the time, place, agenda, and Board representatives at least one week prior to such meeting.

ARTICLE VII - PUPIL ASSIGNMENT

Subject to the approval of the Superintendent, each building principal will have the opportunity to make determination regarding each pupil's assignment within his/her building. Any determination shall be made in conformance with Board policies regarding the classification and promotion of pupils.

ARTICLE VIII - STAFF ASSIGNMENTS

Subject to the approval of the Superintendent, each building principal will have a right to make a determination regarding each staff member's assignment within his/her building. Such assignment shall be made in accordance with any other collective bargaining agreements, work schedules, transfer, etc. It is agreed that any complaint by a staff member regarding a staff member's assignment shall not proceed above the building level except through the recognized grievance procedure.

ARTICLE IX - WORK ASSIGNMENTS

- A. Subject to the approval of the Superintendent, each Administrator in charge of auxiliary personnel will have the right to make determinations regarding the work assignments, duties, and function of such auxiliary personnel within his/her supervision. Such assignments, duties, and functions will be in accordance with any other collective bargaining agreement which the Employer has entered into and which speaks on the subject of assignments, work schedules, transfer, duties and/or functions. It is agreed that any complaint by an auxiliary work employee regarding his or her assignment, etc., will not proceed above the building level except through the recognized grievance procedure.
- B. Beginning with the 2005-2006 school year, the assignment of major extra duties (or combinations thereof) shall be made by the Superintendent after consultation with the Executive Board of the Union. When feasible, based on the availability of qualified Administrators and/or the number of major extra duty assignments, no Administrator will be assigned more than one of these assignments. Extra duties and other assignments will be distributed on a fair and equitable basis, when possible. Extra duties and other assignments made to Administrators shall be without any obligation to pay additional compensation. Refer to Board Policy #3440 for job related expenses.

*The budgets development will be in partnership with the District Business Manager.

ARTICLE X - JOB SENIORITY

- A. Except as changed or modified by the April 12, 1988 Memorandum of Understanding between the Gibraltar School District, the Gibraltar Education Association, and the Supervisors and Administrators of the Gibraltar School District, Local 43, AFL-CIO, seniority is defined as the total years of continuous years of service in the Gibraltar School District. Seniority shall be based on the years of continuous service as an employee of the district and/or a member of the Administrative Bargaining Union, except those years which are interrupted by resignation from the district.

In the event a member of the bargaining unit voluntarily accepts a Central Office position, and at the time had administrative seniority, said employee shall not be allowed bumping rights to their former position if they voluntarily transfer from the Central Office position to a bargaining unit position. However, in the event an Administrator who had previously taken

a voluntary transfer to the Central Office is involuntarily transferred from the Central Office, then said employee shall be allowed to use his/her total seniority to bump back into his/her former position and classification.

- B. Probationary Employees. No newly hired or appointed Administrators shall hold seniority rights in the Administrative Bargaining Unit during the three (3) year probationary period. Once a three (3) year satisfactory probationary period is completed, seniority shall date from the commencement of the probationary period as an Administrator for all purposes where seniority is an issue.
- C. In the event it becomes necessary to lay off members of the Bargaining Unit, an employee's seniority within the bargaining unit shall be controlling for the purpose of bumping, layoffs, and recalls.

ARTICLE XI - REDUCTION IN STAFF

- A. SAGSD recognizes the exclusive rights of the Employer to determine monetary and/or operational savings to be achieved by reductions in personnel and/or operation, and the exclusive rights to determine the area or areas in which reductions will be made.
- B. At least thirty (30) days prior to the legal process for reductions in personnel, the Administrators will be provided an opportunity to present to the Superintendent, Central Administration, and/or Board suggestions or recommendations regarding such reductions.
- C. When an Administrative layoff is to be implemented by the Board, the following procedure shall be followed:
 - 1. The Board shall determine the position/positions to be eliminated. If the remaining positions require a substantial change of responsibilities and working conditions, the Board or its designee and the Union shall meet to review any issues arising from the Board's plan prior to the change.
 - 2. When any Administrative reductions are made, the following procedures shall be followed:
 - a) Probationary Administrators shall be laid off according to administrative longevity in unit and teacher certification.
 - b) Administrators shall be laid off or reassigned second, according to their Administrative Seniority.
 - c) Non-Probationary Administrators shall be accorded full rights under the Michigan Teachers' Tenure Act and its amendments.
 - 3. When bumping of Administrators is an issue, the following procedures shall become applicable:
 - a) Probationary Administrators do not have seniority bumping rights. The

Board may assign the affected employee according to its needs when positions are available.

b) Administrators may bump any classification so long as they displace the least senior member of that classification and are qualified for the position.

c) It is understood that Administrators who are not bargaining unit members, but have attained Administrative seniority as a member in this bargaining unit, may return to the bargaining unit and exercise seniority and bumping rights. Prospectively, all Administrators will be afforded the right to maintain this right to return to the bargaining unit and exercise bumping rights as outlined above, based on SAGSD seniority, if they have been continued under contract as an Administrator at Central Office and have successfully completed their SAGSD probationary status.

D. A non-probationary Administrator who is laid off because of a necessary reduction in staff shall be recalled when a vacancy becomes available for which he or she is qualified. Any recall rights of any laid-off Administrator to any bargaining unit position shall, however, expire if the non-probationary Administrator is not recalled within three (3) years of his or her layoff.

1. No layoff, bumping or recall shall result in an Administrator moving to a higher paid classification from which the Administrator has been displaced by virtue of the layoff process (based on the placements of classifications in pay grade levels in Appendix I of this Agreement), nor shall any Administrator bump or be recalled to a position for which he/she is not fully qualified to perform.

2. No Administrator in a K-12 instructional administrative position may bump any Administrator from a non-K-12 instructional administrative position, nor any non-instructional administrative position. Similarly, no Administrator in a non-K-12 instructional administrative positions, or in any non-instructional administrative position, may not bump any Administrator holding any K-12 instructional position. For purposes of this subparagraph, the determination of whether a position is instructional or non-instructional shall be made without regard to any form of extra assignments being performed by the Administrators.

ARTICLE XII - JOB SECURITY

A. Each Administrator will be periodically evaluated. When an Assistant Administrator is working under another Administrator, that other Administrator shall evaluate his/her subaltern(s), at the request of the Superintendent. In all cases the Administrator shall know the basis for evaluation prior to the evaluation itself.

B. Unsatisfactory Performance. A program of assistance will be instituted in the event that an Administrator is not satisfactorily performing his/her work duties and function as identified by the evaluation tool mutually developed between SAGSD and the Board. Such program of assistance will be able to identify areas of deficiency, and set forth specific criteria or guidelines for improvement. For one-hundred twenty (120) school day period following

such implementation of the program of assistance, the Administrator will be periodically reviewed and evaluated. If upon completion of the one-hundred twenty (120) school day period, the Administrator's performance is not satisfactory, then pursuant to Act 183, Public Acts 1979 (as amended), if applicable, his or her employment as an Administrator may be terminated.

- C. Professional Conduct. The Administrator agrees to perform the employment duties and function in a manner that encourages quality in the educational process and fulfills the standard of professional conduct. In the event of acts of misconduct, as opposed to unsatisfactory performance, said Administrator may be terminated after written charges, notice, and an opportunity to have the charges reviewed by the Superintendent and/or the Board.

- D. In the event of the termination of an Administrator, either the Tenure Act procedures, if applicable, or the following procedure may be utilized:
 - 1. A statement of the unsatisfactory performance or misconduct shall be presented to the Administrator with recommendation of his/her termination.
 - 2. The Administrator may oppose the recommended termination by:
 - a) Answering the statement, and
 - b) Requesting a hearing with the Superintendent or Board.
 - 3. If there is an Opposition Statement and a hearing is requested, it shall be held within eighteen (18) calendar days, with a written determination issued within fourteen (14) calendar days therefrom.
 - 4. At the hearing, the Administrator may be represented by counsel, and testimony, evidence, and documentation may be presented.

- E. Probationary Period. It is hereby understood and agreed that all new Administrators in the unit shall serve a probationary period of three (3) years. Said Administrators shall be evaluated during the probationary period and a satisfactory evaluation is necessary for continuation of employment as an Administrator. The absence of such evaluation during the Probationary Period signifies that his/her performance is satisfactory and employment will continue.

ARTICLE XIII- STAFFING METHOD AND PROCEDURES

- A. In the event that two or more Administrators apply for the same position, then a letter of explanation, if requested, will be given to those who failed to receive the position.

- B. The Board and SAGSD agree that all positions shall be staffed by the most competent and qualified persons that can be secured for them. The SAGSD also agrees the Board shall have the right to make final decisions on the staffing of all positions covered by the Agreement by any of the methods and procedures set forth below.

- C. In the event there are two individuals who are the most qualified and equally competent for the position, the applicant who possesses the greatest number of years of service within the Gibraltar School District will be given preference in the awarding of the position by the Board.
- D. The Board shall have the right, at any time, to staff any position covered by this Agreement, on a temporary or emergency basis.
- E. All permanent vacancies involving promotions or transfers within the bargaining unit shall be advertised in the following manner:
 - 1. A Bulletin announcing the permanent vacancy, including job title and a brief description of the duties and functions, shall be circulated to all Administrators.
 - 2. Any Administrator shall file a written notice of such interest in the position within the timeframe listed on the posted position.
 - 3. Interviews will be provided the interested qualified Administrator. The qualified Administrator may be required to submit necessary materials and/or documentation in pursuit of the position.
 - 4. Notice that the search for a highly qualified person to fill the position is not restricted to the district.
- F. Promotion. A promotion is a change in a bargaining unit position which is in a higher compensation level because of duties, functions, and responsibilities of a more substantial nature and degree. Promotions are not meant to include the taking on or additional duties in connection with extra-curricular or extra-contractual activities.
- G. Voluntary Transfers. A transfer is a change in a bargaining unit position laterally or downward. Requests for transfers must be in writing, giving the reason for the request, the position requested, and Administrator's qualifications. Such requests are to be submitted to the Superintendent and renewed annually if they are to remain active. If the employee requests a downward transfer, which would otherwise cause the employee to take a cut in pay, the Superintendent, with Board approval, may allow the employee to take the downward transfer without a loss of pay; the determination as to granting a continuation of the Administrator's higher level of pay shall be at the sole discretion of the Superintendent and the Board.
- H. Involuntary Transfers.
 - 1. Administrators may be assigned to an Administrator position in any particular building, location, or department. No administrator shall be transferred to a position for disciplinary purposes for which he/she is not certified/qualified. Non-disciplinary involuntary transfers under this subsection shall not result in a reduction of salary or benefits. Except under the most extreme circumstances, the Superintendent will make no involuntary transfers during a contractual year. The term just cause as used in this subsection, and involuntary transfers made hereunder, do not refer to those made in the context of a disciplinary action. The

Superintendent's determination in making an involuntary transfer must be for the good of the school district.

2. Temporary Appointment. A temporary appointment may be made to fill an Administrative position by the Superintendent. In the event said temporary position is filled for a period longer than twenty (20) working days, the Superintendent shall be required to post said temporary position within the twenty (20) day period. The Administrator possessing the required qualifications for the position shall be granted the position for the balance of the temporary appointment. In the event no member of the bargaining unit applies for said temporary vacancy, then the Superintendent may fill the position from outside the bargaining unit. Should this change involve wages, hours, working conditions, the Superintendent and SAGSD shall meet to negotiate wages, hours, working conditions, relevant to the change and not inconsistent with this agreement.
 3. Reassignment to a Teaching Position. Administrators in the school district will retain all years of experience earned as an Administrator and as a teacher in the district, and these total years shall apply to the teacher seniority list to the extent recognized by the teachers' collective bargaining agreement. Administrators being transferred to available teaching positions without a break in active employment shall retain their administrative salaries until they are actually returned to the teaching position.
- I. In the selection procedure for all permanent vacancies, all factors shall be considered and judged in the weighing of the needs of the individual, the school district, the students and the Board.

ARTICLE XIV - NEW OR CHANGED CLASSIFICATIONS

When a new job is to be established which is basically similar to those assignments presently included in the bargaining unit, the classification will become part of the bargaining unit. The employer will define the new classification and/or job assignment and recommend a salary covering same, generally within the confines of the existing classification structure, before posting, the Union shall be notified, in writing, of the classification and/or job assignment, description and proposed pay rate, it shall, within the ten (10) working days after receiving notification, notify the employer and negotiations will begin immediately to negotiate a satisfactory salary and classification level. The Union's possible disagreement with the assignment and/or classification will not provide it with veto power over the ultimate implementation of the assignment or classification.

ARTICLE XV - BOARD'S RIGHTS

- A. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

- B. 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. Without limiting to any extent the generality of the foregoing, the Board shall have the right to promulgate at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the school district as long as they are not inconsistent herewith and any Administrator who violates or fails to comply herewith shall be subject to discipline or discharge just the same as if they were set forth in the Agreement.

ARTICLE XVI - PARENT COMPLAINT

In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the Board agrees that in case of a complaint on the part of a citizen regarding an Administrator, or a program or an employee he or she supervises, that such citizen shall be directed, in most instances, to first discuss the matter fully with the Administrator involved before the Superintendent, Central Administrator or the Board passes judgment or takes action of the matter. It is understood and agreed that, if an Administrator's decision is appealed to a higher authority, such Administrator shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memorandum before any further action is taken on the matter. No action will be taken in any instance before the Administrator is notified of any parental complaint and given an opportunity to explain the situation.

ARTICLE XVII - NO STRIKE

Under no circumstances will the SAGSD cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in, any strike, slow-down, work stoppage, stay-in, "blue-flu", or recruitment sanctions, in any school building or property of the Board or any curtailment of duties or restriction or interference with the operations of the school district. An Administrator violating this provision shall be subject to disciplinary action up to and including discharge.

ARTICLE XVIII - COMPENSATION, HOURS AND WORKING CONDITIONS

- A. Work Year. The work year shall be defined in Appendix I.
- B. Work Day. The normal work day for Administrators shall be commensurate to the time and duties involved with individual job classifications. A normal day cannot be defined in terms of hours and time. Consequently, SAGSD and the Board shall view a "give and take" situation with no specific work day parameters as long as the task at hand is under control.
- C. Compensation. The salaries for the term of this Agreement are set forth in Appendix I, which is attached hereto and made a part hereof. Administrators shall receive extra

compensation for higher enrollment ratios.

1. Stipends for extra students will become effective upon the assignment of the following numbers of students per administrator based on official Fall student Count.
 - a. 450-500 students 1% of Administrators annual base salary.
 - b. 501-550 students 2% of Administrators annual base salary.
 - c. 551- students 2% of Administrators annual base salary.
2. Additional Building(s) 1.5% of Administrators annual base salary.

D. Working Conditions. In order to develop a sound working relationship between all parties, it is mutually agreed that:

1. The Board shall allow Administrators input in the selection of subalterns, peers staffing and Central Office Administration.
2. Administrators are free to take vacations at times of the year which will be mutually agreed to by the Administrators and the Superintendent.
3. A clearly established staff and line chart should be a part of a Board approved policy. It should clearly indicate lines of authority and responsibility. The chart should be mutually developed prior to the Board adoption. (Appendix II)
4. The Administrators should initiate upward communications with the Superintendent according to the staff or line chart. Each Administrator has the right of appeal, but only having exhausted his/her primary step to his/her immediate supervisors. Also, the Administrator should communicate to his/her superiors the attitudes, opinions, ideas, and suggestions of his/her professional subordinates, since it is here that significant progress can be made, if management clearly understands their concerns.
5. The Administrator must accurately and positively represent the Board and the Superintendent and take their direction from that office according to the staff or line chart.
6. District operating procedure should clearly point out that all Administrators work for the Superintendent and take their direction from that office, according to the staff or line chart.
7. An Administrative Council should be maintained for the purpose of advising and participating in decision-making at the administrative level.
8. Any new jobs created, the wages, hours and working conditions will be posted when bid.

ARTICLE XIX - FRINGE BENEFITS

- A. The Board recognizes the importance of State and National Conferences and school visitations. The Board agrees to pay actual and necessary expenses incurred while attending necessary conferences and visitations, subject to approval by the Superintendent and within the parameters of Board policy.
- B. Insurance. The Board shall provide upon ratification a plan comparable to the coverage provided by Blue Cross/Blue Shield
1. Community Blue PPO Plan 15 with coordination of benefits
HRA (health reimbursement arrangement) plan with \$2500/\$5000 deductible per calendar year. Deductible to be paid to a third party administrator to be used to reimburse costs. The district will pay the deductible for the duration of this current agreement.

Copay -- \$5 office visit/ \$5 Urgent Care/ \$25 Emergency Room visits
Mental Health Copay -- \$0
Hearing Aid Rider
Unlimited Preventive Care Services
Family (Dependents 19-25 years of age)
Birth Control Rider
Prescription Drug Card -- \$5 generic/\$10 Brand Name (MOPD)
 2. \$100,000 group life insurance protection policy as per present coverage. Optional plans for additional coverage at the member's expense will be made available, subject to terms of the underwriter.
 3. An Accident & Disability plan providing an amount equal to 70% of the Administrator's daily salary, not to exceed a maximum monthly benefit of \$7,000 commencing on the 8th day (the first seven days need not be consecutive) of said disability. This coverage shall be for the first (1st) year of disability. It shall be continued beyond the first 365 days by a long term disability coverage of 70% of the Administrator's monthly salary, not to exceed a monthly benefit of \$7,000 to age 65, and between age 65-70, subject to reducing duration per the policy of the underwriter. (Refer to STD/LTD Policy for additional conditions--i.e. mental/nervous disorders-2 years limit).
 4. A Delta Dental Plan as outlined in the Group #6062-000 Plan including orthodontic rider (80/80/80) (maximum \$1,300.00) in effect on date of ratification of the agreement.
 5. A vision service plan, VSP-3 or comparable to MESSA Plan 3 with the following modification which reimburses the employee 100% of his/her covered expenses associated with the eye care for himself and covered dependents, not to exceed \$250.00 per individual, and \$500 maximum per family, per year.
- C. All employees while under the income protection program as defined in this article shall be entitled to all employee benefits listed in B. 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.

- D. Eligibility for and coverage of any insurance benefit shall be subject to the rules and regulations of the underwriter(s) and/or carrier(s). There shall not, however, be double coverage of health benefits provided to the employee and other covered individuals. Effective September 1, 1994, eligible employees not opting for health benefits under this section shall receive payment of one hundred (\$100.00) dollars per month toward a tax sheltered annuity pursuant to Board policy.
- E. During the life of this Agreement, the Union and the Board, through their respective designees, may review the plans outlined in Section B, above, and agree to revise the package so that it is less costly to the parties. Effective July 1, 1995, the District shall provide members of the bargaining unit with access to a Board approved flexible benefit plan to allow members to pay all or part of their premium shares with pretax income, to the extent permitted by law. Any amount of any premium (for each Administrator's coverage) not payable by the District as set forth in this Agreement shall be paid by the Administrator by having the Administrator's share deducted from his/her pay check, whenever possible. The District shall make such deductions without having to obtain prior written authorization from the Administrator.
- F. Sabbatical leave at full administrative pay for one semester or one-half administrative pay for one year, as per present policy.
- G. Each member of the bargaining unit shall be entitled to five (5) personal days per year, in accordance with administrative procedures and they shall be entitled to all leave days and leave of absence with or without pay, as defined in the 2005-2008 Teachers' Contract.

H. ~~SEVERANCE—ESIP FORMULA~~

~~a) The severance proposal will be 60% of the base year (2004-2005) salary. A one-time lump sum payment of 25% of the total entitlement to be paid at time of severance; the balance to be paid in equal installments over the next sixty (60) months.~~

~~b) The severance package will be for a total of 2 ½ years decreasing 20%~~

~~each year beginning with the 2006-2007 school year (e.g. 60% of base year (2004-2005) in 2005-2006 school year; 40% of base year (2004-2005) in 2006-2007; and 20% of base year (2004-2005) in 2007-2008).~~

~~c) The following administrators are eligible for this package:~~

- ~~1. Michael Laginess~~
- ~~2. Susan Andrade~~
- ~~3. Elizabeth Musham~~

~~d) Only one administrator per year will be eligible for the severance package (district seniority will prevail).~~

~~e) Required monthly payments shall be made by the end of each month.~~

~~For the Gibraltar School District: _____ For SAGSD: _____~~

~~Eric C. Federico, Superintendent
12/13/05~~

~~Susan Andrade, SAGSD President
12/12/05~~

~~Elton L. Laura, Board President
12/13/05~~

- I. The Board shall pay full salary and benefits for employees selected for Jury Duty days in accordance with Board policy.
- J. The Board agrees to pay full State Retirement benefits to the Michigan School Employee Retirement Fund. Automatic payroll deductions will be permitted for IRA/TSA accounts.
- K. The Board agrees to pay for extra-contractual duties as outlined in Appendix B of the Teachers' Master Agreement when they must be assumed by an Administrator and must be performed outside the Administrator's normal work day.
- L. Courses designed to enhance the professional competency of members of the Gibraltar School District shall be paid by the Board as approved by the Superintendent, up to \$1,800 dollars per year.
- M. State and National professional dues for educational organizations which have nothing to do with labor relations or organizations shall be paid by the Board. One such fee will be reimbursed annually. Such fee shall be reimbursed to each Administrator annually. Should a bargaining unit member opt to join a local service organization in lieu of a professional organization, dues will be paid by the Board for the service organization.
- N. There shall be no substitute teaching by Administrators except in cases of emergency, or as deemed necessary.
- O. Vehicle allowance shall be \$.20 per mile.
- P. Maintenance Director will receive \$100.00 per month for a car allowance for the use of a

personal car.

ARTICLE XX - TERMINATION OF AGREEMENT

This Agreement shall become effective as of the date of ratification by the parties and shall remain in full force and effect through June 30, 2013.

The terms and conditions shall apply to all members of SAGSD employed by the Gibraltar School District on the date of ratification and any new employees during the life of this agreement.

BOARD OF EDUCATION OF
GIBRALTAR SCHOOL DISTRICT

SUPERVISORS AND ADMINISTRATORS
OF GIBRALTAR SCHOOL DISTRICT
AFL-CIO LOCAL #43



President

President



Secretary

Secretary/Treasurer

Date

Date

Contract Ratified by Board of Education: 3/8/2011

APPENDIX I

- A. **CLASSIFICATIONS.** For the purpose of determining an Administrator's salary beginning with the 1993-94 work year, each Administrator shall be placed in a grade level in accordance with the following, to the extent the position exists as the employee's primary assignment:

Grade Level I

1. High School Principal

Grade Level II

1. Middle School Principal

Grade Level III

1. Elementary School Principal
2. Assistant High School Principal/Athletic Director
3. Assistant Middle School Principal/Middle School Athletic Director

Grade Level IV

1. Directors
2. Supervisors

- B. **SALARIES**

Each member of the bargaining unit who was employed by the School District on December 1, 2010 shall receive a one-time, off-schedule, payment equivalent to 2.00% of his/her base salary (set forth in Appendix I, Section B) that was in effect on January 18, 2010. This ratification amount will be paid on the March 18, 2011 pay date.

Increase the base salaries set forth in Appendix I, Section B in the manner below. Salary rates for the 2010-2011 school year shall be retroactive to July 1, 2010.

For school year 2010-11--This schedule includes a 1% raise

	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>
1	\$ 96,095	\$ 89,989	\$ 83,884	\$ 47,929
2	\$ 98,680	\$ 92,575	\$ 86,469	\$ 50,512
3	\$ 101,264	\$ 95,159	\$ 89,054	\$ 53,097
4	\$ 103,849	\$ 97,743	\$ 91,637	\$ 55,680
5	\$ 106,432	\$ 100,327	\$ 94,223	\$ 58,267
6	\$ 109,019	\$ 102,913	\$ 96,806	\$ 60,849
7	\$ 111,602	\$ 105,497	\$ 99,392	\$ 63,435

For school year 2011-2012--includes a 1% raise

1	\$ 97,056	\$ 90,889	\$ 84,722	\$ 48,408
2	\$ 99,667	\$ 93,500	\$ 87,334	\$ 51,017
3	\$ 102,276	\$ 96,110	\$ 89,944	\$ 53,628
4	\$ 104,888	\$ 98,721	\$ 92,554	\$ 56,237
5	\$ 107,496	\$ 101,331	\$ 95,165	\$ 58,850
6	\$ 110,110	\$ 103,942	\$ 97,775	\$ 61,458
7	\$ 112,718	\$ 106,552	\$100,386	\$ 64,069

For school year 2012-2013--includes a 1% raise

1	\$ 98,027	\$ 91,798	\$ 85,570	\$ 48,892
2	\$ 100,063	\$ 94,435	\$ 88,207	\$ 51,527
3	\$ 103,299	\$ 97,071	\$ 90,844	\$ 54,164
4	\$ 105,937	\$ 99,708	\$ 93,479	\$ 56,799
5	\$ 108,571	\$ 102,344	\$ 96,117	\$ 59,438
6	\$ 111,211	\$ 104,981	\$ 98,752	\$ 62,073
7	\$ 113,845	\$ 107,618	\$101,390	\$ 64,710

C. WORK YEAR, HOLIDAYS & RECESS PERIODS

1. Work Year. Except as modified below, all employees represented by the Union shall be scheduled to work on a year-around basis. The year shall commence on July 1st annually and shall end on June 30th annually.

a) Level I, II, III. Employees in these pay Grade Levels (with the exception of the High School Assistant Principal/Athletic Director) are to be scheduled to commence their work year two (2) weeks prior to the start of the teachers first scheduled work day and conclude one (1) week after the teachers last scheduled work day. The High School Assistant Principal/Athletic Director shall commence work three (3) weeks prior to the start of the teachers' first scheduled work day or at the start of the MHSAA Fall season, whichever comes first, and conclude on the teachers' last scheduled work day. The normal work year starting date to be determined based on approved school calendar.

b) Level IV. The work year for employees in Level IV classifications shall commence the first work day of July and end the last work day of June each year.

2. Vacation Time.

a) Level IV Administrators shall be entitled to annual vacation as follows:

i) Upon completing one (1) year of service as an Administrator, up to two (2) weeks of vacation;

ii) Upon completing three (3) years of service as an Administrator, up to three (3) weeks of vacation;

iii) Upon completing five (5) years of service as an Administrator, up to four (4) weeks of vacation.

b) The Superintendent, after given written notice to the affected employee on or before May 1st annually, may amend the traditional vacation schedule. It is agreed that the notice of amending the traditional vacation schedule shall not cause an employee to lose vacation time.

c) Upon given thirty (30) days written notice, the Superintendent may cancel an employee's previously approved vacation. If said notice is given, the employee shall be paid in cash for the vacation time denied or if requested by the employee and approved by the Superintendent, be given additional personal days which shall be equal to the number of vacation days canceled.

d) Building Principals may be called in to handle emergency situations within buildings during vacation periods.

e) The Union President shall be notified and consulted by the Administration whenever an Administrator is needed to assist in central office or other locations during vacation periods, for the purpose of the selection of the Administrator to perform such duties.

3. HOLIDAYS.

a) Level I through III employees shall be scheduled off on the recesses and holidays as defined in the adopted yearly teacher calendar. As defined by their administrative position, administrators are responsible to cover school events regardless of the calendar.

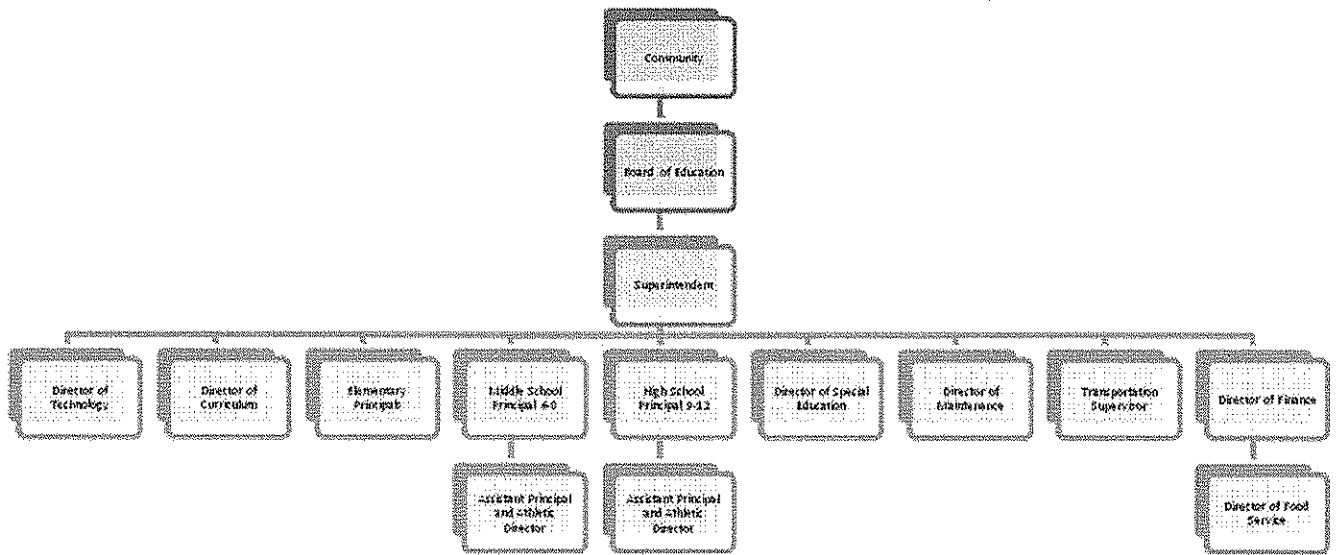
b) All other employees shall have the following holidays with pay:

New Years' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Years' Eve

c) If any of the holidays fall on Saturday or Sunday, these Administrators shall receive whatever day off the District substitutes in lieu thereof.

Appendix II

Gibraltar School District Organizational Chart



MEMORANDUM OF UNDERSTANDING

The Union hereby agrees to immediately withdraw with prejudice any and all pending unfair labor practice charges, claims pending before the Michigan Court of Appeals and grievances. The Union further certifies that there are no outstanding charges or grievances which may be, or will be, brought against the District as of the signature date below.

SAGSD President

Superintendent

Date:

Date:

