COLLECTIVE BARGAINING AGREEMENT

between

GULL LAKE COMMUNITY SCHOOLS

and

GULL LAKE EDUCATIONAL SECRETARIES ASSOCIATION

2015 - 2018

This AGREEMENT is entered into this **30th** day of **June, 2015** by and between the BOARD OF EDUCATION of the GULL LAKE COMMUNITY SCHOOLS, hereinafter called the 'BOARD' AND THE GULL LAKE EDUCATIONAL SECRETARIES AND ASSOCIATES hereinafter referred to as the 'ASSOCIATION'.

WITNESSED

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

ARTICLE I

District Rights:

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

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

ARTICLE II

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

ARTICLE III

A. Personnel Files

- 1. Official employee personnel files shall be maintained in the administrative offices of the School District. The personnel file of each employee shall contain copies of all evaluation reports and recommendations.
- 2. An employee shall have the right, upon request; to review the contents of his/her personnel file, with the exception of those items excluded from the definition of a "personnel record" under the Bullard-Plawecki Employee Right To Know Act. A representative of the Association may, at the employee's request accompany the employee in the review of the file.
- 3. Whenever an evaluation, a commendation, or a complaint concerning a secretary is to be placed in the employee's file, the employee shall be allowed to review the entry before it is placed in the file and may attach a written statement before it is placed in the file.
- 4. Every secretary shall be evaluated annually by his/her supervising administrator and shall have the opportunity to review and discuss the evaluation with the supervisor before it becomes part of the secretary's file.
- 5. If a secretary disagrees with information contained in his/her personnel file, the supervisor and the secretary may mutually agree upon removal or correction of that information to the extent permitted by law. If such an agreement is not reached, the secretary may submit a written statement explaining his/her position.

B. Medications

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

ARTICLE IV

Compensation:

- A. The wages of secretaries covered by this Agreement are set forth in the Wage Schedule that is attached to and incorporated in this Agreement. Such wage schedule shall remain in effect during the term of this Agreement. See Exhibit 1.
- B. Full benefits are provided to all secretaries occupying positions in Exhibit 2 based on a work week of 40 hours. If a secretary works less than the number of work weeks associated with her assignment (as specified in Exhibit 2) or less than a 40 hour work week, her benefits will be prorated.
- C. Overtime work in excess of forty (40) hours per week will be paid at one and one-half (1-1/2) times the regular rate if overtime has been approved in advance by the secretary's immediate supervisor.
- D. Wages shall be paid on a bi-weekly schedule.
- E. The employer shall have the right but shall not be required to pay compensation in addition to the scheduled compensation.
- F. Probationary period shall be 180 work days.
- G. A secretary who wishes to enroll in a Gull Lake School District Continuing Education course that will enhance job skills will not be charged tuition. Prior approval of the immediate supervisor is required.
- H. A secretary engaged during the working day in negotiating on behalf of the Association with any representative of the board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of pay if the meeting is scheduled and approved by the Administration.
- I. A secretary who has completed fifteen (15) years of employment with Gull Lake Community Schools shall upon retirement be entitled to receive payment for one half (1/2) of accumulated sick days, but not to exceed fifty (50) days. The Secretarial Association members shall be eligible for and have applied to receive benefits from the Michigan Public School Employees Retirement System.

- J. Sick leave will not apply to time that is compensated for under Workers Compensation. Sick leave may not be used for any absences on days or hours for which the employee receives benefits under the Workers Disability Compensation Act.
- K. Outside travel required of a secretary shall be reimbursed at the mileage allowance established by the Board.
- L. Secretarial Association members shall be released from regular duties to meet collectively prior to the start of the school year, at the end of year after students are out and during the fall and winter half day exam periods under the direction of district leadership to share knowledge and build continuity within the district's practices and procedures. These meetings are mandatory for all members present and working on such days. Minutes of the meetings will be provided to Drew Bordner, Director of Curriculum, at the central office.
- M. Secretaries who are required by the employer to attend an in-service shall have all prepaid expenses paid and shall be paid at their regular rate for the time in attendance.
- N. When a school closing is announced publicly via radio and television, secretaries shall not report and shall not suffer a loss of pay. Association members will be required to work on rescheduled days/hours, and they will be paid at their regular rate for the term worked.
- O. Newly hired secretaries shall be given credit in steps for up to three (3) years of previous secretarial experience.
- P. Secretarial skill related classes offered at the local community colleges will be considered acceptable options for requested district paid conferences. Reimbursement for such classes will be after completion of the class and upon submission of transcripts with a passing grade or credit. All such requests must be approved, in advance of the class, by the district superintendent.
- Q. Longevity Pay Any secretary with 20 years or more of service receive a \$200.00 lump sum with last pay in June.

ARTICLE V

Hours of Work:

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

- A. Regular hours of work, based on the 40-hour workweek, will be between 7:00 a.m. and 5:00 p.m.
- B. Exhibit 2 includes a listing of workweeks in a year by position within each building.
- C. A Secretarial Association calendar shall be prepared annually based on the instructional calendar. The calendar for 2015-16 is included as Exhibit 3.
- D. Secretarial Association members will be given the first right of acceptance for additional summer hours. No penalty will be imposed on those who choose not to work offered hours.

ARTICLE VI

Vacancies and Promotions:

- A. Any secretary anticipating resigning shall give written notice of intent with the Administration Office at least ten (10) working days prior to the effective date. Any secretary failing to submit such written notice, and unable to show sufficient cause for a failure to do so, shall thereafter waive all seniority rights and step placement on the schedule in case of returning. In case of emergency, the acceptance of lack of notice shall be at the discretion of the Board.
- B. A vacancy shall be defined as any position, either newly created or a present position that is not filled excluding temporary vacancies. A temporary vacancy is a vacancy caused by an employee being on an authorized absence or where there is an interim need for additional secretarial or clerical assistance.

- C. Whenever any vacancy or other special opportunity in any secretarial position in the district occurs, such vacancy will be announced by job posting at least five (5) working days prior to the closing date established for accepting applications. The written notice will include a job description for the announced vacancy. The building principal will be responsible for making the final recommendation for hire to the Administration. Any secretary may apply for such vacancy. In filling a vacancy, the Board agrees that due consideration will be given to the background, attainments and skills of all applicants, the length of time each has been employed by the District, and other relevant factors. Where these criteria are equal, the Board will give primary consideration to applicants from within the Association's bargaining unit.
- D. The employer must notify, in writing, all applicants who are members of the Association, and the President of the Association of its decision as to who was awarded all posted jobs within twenty (20) work days after the expiration of the posting period. These time lines may be waived by the Employer with notification of the Association President.
- E. Any secretary whose scheduled work hours are cut by 1.5 hours or more per day will be considered to be laid off and eligible to bump the secretary in the Association with the least seniority who works at least equivalent hours to the secretary who has been laid off

ARTICLE VII

Recall Procedures

- A. In the event the Board determines to reduce secretarial staff, secretaries with greater service shall be given preference over a secretary with less service to retain his/her employment, if qualified. Any secretary who is to be laid off shall be notified, in writing, at least two weeks in advance by the Board.
- B. The Board determines which positions or positions should be reduced or eliminated.
- C. A secretary occupying a position that is eliminated or reduced shall be notified of the layoff or reduction at least two weeks prior to the effective date of the layoff or reduction.
- D. The displaced secretary then has the right to bump the least senior secretary in the bargaining unit occupying a position for which the displaced secretary is qualified.
- E. Secretaries will be recalled in order of seniority. Notice of recall shall be sent to the employere at his/her last known address by registered or certified mail. If an employee fails to report to the Employer within ten (10) calendar days from the date of the mailing, he/she shall be considered as quit unless during said ten (10) day calendar days period he/she is granted a leave of absence.
- F. When a position is eliminated or left vacant via involuntary leave and is later reinstated, the employee transferred out of that position shall be offered the job before it is posted.
- G. Laid off employees shall be eligible for recall up to twelve (12) months following their layoff.

ARTICLE VIII

Holidays and Vacations:

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

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

Christmas Day

- B. Independence Day will be paid a holiday only for those secretaries scheduled to work that week.
- C. When a holiday falls on Saturday or Sunday, the employer shall decide whether it will be observed on Friday or Monday.

- D. In years when the School Calendar calls for the students to be in attendance on Good Friday, members of the Secretarial Association will be given a floating holiday.
- E. On the Friday prior to Labor Day the Secretaries have the option of a paid workday or taking a vacation day.
- F. Vacation Schedule:

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

- G. Vacation pay will be earned upon the completion of the current fiscal year.
- H. Two days per year shall be allowed with pay for personal business reasons. These days may not be accumulated from year to year. These days will not be granted before or after a paid holiday unless approved by the immediate supervisor.

ARTICLE IX

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

A. Sick Leave:

- 1. All permanent secretaries shall receive sick leave credit at the rate of one (1) per day month worked subject to the maximum of twelve (12) workdays in any one-year. The immediate supervisor shall be notified. Leave shall be allowed for the following reasons, such time to be charged against leave time:
 - A. Personal Illness
 - B. Serious illness in the immediate family which requires the presence of the employee with a limit of five (5) days allowance per occurrence will be charged against sick leave credit. Immediate family is defined a father, mother, son, daughter, spouse, stepfather, stepmother, stepchild, father-in-law, and mother-in-law.
- 2. Unused sick leave shall accumulate to 100 days.

B. Bereavement Leave:

- 1. A death in the immediate family that requires the presence of the employee will be paid leave with a limit of five (5) days allowance per occurrence. This leave shall not be charged against sick-leave credit.
- 2. A death in the non-immediate family will be granted paid leave with a limit of three (3) days per occurrence. This leave shall not be charged against sick leave credit. Non-immediate family is defined as grandparents, grandchildren, aunt, uncle, sister, brother, cousin, nephew, niece, sister-in-law, and brother-in-law. Any other situation should be called to the attention of the administration for approval.

3. Special Leave:

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

D. Jury Duty:

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

ARTICLE X

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

ARTICLE XI

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

- A. Under Plan A, the employer agrees to pay for the life of this agreement:
 - 1. MESSA Choices II (\$200/\$400 deductible; Saver Rx; OV/UC/ER Co-pay: \$5/\$10/\$25)

The Employer's annual premium contribution for health insurance shall be:

Single = \$ 5,500.00 Two = \$ 11,000.00 Family = \$ 15,000.00

Effective January 1, 2013 (for Plan C) and July 1, 2013 (for Plan A) the above premium contribution amounts will be adjusted to the maximum amount permitted under Section 3 of the Publicly Funded Health Insurance Contribution Act, thus reflecting any adjustment made by the State Treasurer applicable to medical benefit plan coverage years in 2015, 2016 & 2017.

- B. Under Plan B, the employer will contribute to each secretary not selecting Plan A one (1) of the following through the Section 125 Cafeteria Benefit Plan:
 - 1. Cash option under the Section 125 Cafeteria Benefit Plan in the amount of \$2,000.00 annually.
 - 2. A premium contribution through the cafeteria benefit plan not to exceed \$40.00 per month for the purpose of providing one or more of the following MESSA insurance benefits that the association member is eligible according to the MESSA guidelines:
 - a. Short term disability insurance
 - b. Hospital confinement indemnity insurance
 - c. Long term disability income insurance
 - d. Additional term life insurance
 - e. Survivor income insurance
 - f. Dependent life insurance
- C. Under Plan C, the employer agrees to pay for the life of this agreement:

Effective January 1, 2013 employees who are eligible for health insurance may elect enrollment under Plan C which will have the same benefit products as Plan A, except that the health insurance product will be MESSA ABC Plan 1 (HSA) with a \$1250/\$2500 annual deductible.

It is acknowledged that the monthly amount contributed by the Board will be as established above for Plan A for each enrollment category. The Board's monthly contribution shall first be allocated to the deductible amount for the HSA with any remaining amount then allocated toward funding of the HSA premium.*

The insurance carrier may be changed upon mutual agreement of the Association and the Board.

- D. The District will pay the premium on behalf of the employee for a \$10,000 term life insurance.
- E. The District will pay the premium on behalf of the employee for the Delta Dental 80/80/80-plan coverage.
- F. The employer will pay a 100% toward Vision Insurance (VSP-3) for each full-time equivalent employee.
- G. TB tests and other medical tests/shots will be furnished by the Board when required by the Board.

ARTICLE XII

Duration of Agreement

A. **Term:** This Agreement shall commence July 1, 2015 and shall continue in full force and effect until June 30, 2018.

Reopener: The wage shall be subject to be reopened for the 2016-2017 and 2017-2018 school years (years 2 and 3 of this contract).

GULL LAKE COMMUNITY SCHOOLS	GULL LAKE EDUCATIONAL SECRETARIES AND ASSOCIATES
By: President, Board of Education	By: Association President
Dated:	Date:

Wage Schedule 2015 - 2016 Secretaries Exhibit 1

2015-
2016
11.44
11.95
12.51
12.96
14.18
14.18
14.63
14.63
14.96
14.96
15.19
15.19
15.48
15.48
15.75
15.75
15.99
15.99
16.24
16.24

NOTE: 1% increase over 2014-2015 wage schedule

To be eligible for a step advancement, a performance rating of 'effective or better' must be earned. *Lack of an evaluation would give employee an 'effective' evaluation by default.

To be paid the final pay of June

In the event that the fall, 2015 audited and approved blended pupil membership (on the fall, 2015 student membership count day for appropriations under the State School Aid Act) exceeds the fall, 2014 audited and approved blended student membership, the following off-schedule payments will be made to bargaining unit members:

- 30 additional blended memberships = 1/4%
- 31-40 additional blended memberships = $\frac{1}{2}$ %
- 41-50 additional blended memberships = 3/4%
- 51-60 additional blended memberships = 1%

Exhibit 2

Richland Elementary

- 42 Weeks 1 Full Time Position (Office)
- 42 Weeks 1 Full Time Position (Media/Office)
- 42 Weeks 1 Part Time Position (Office)

Kellogg Elementary

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

Ryan Intermediate

- 42 Weeks 2 Full Time Positions (Office)
- 40 Weeks 1 Full Time Position (Media)

Gull Lake Middle School

- 42 Weeks 2 Full Time Positions (Office)
- 40 Weeks 1 Full Time Position (Media)

Gull Lake High School

- 46 Weeks 2 Full Time Positions (Principal and Assistant Principal Secretaries)
- 43 Weeks 1 Full Time Position (Guidance)
- 40 Weeks 1 Full Time Position (Media)
- 40 Weeks 1 Part Time Position (Guidance) 25 hours weekly, currently vacant
- 42 Weeks 1 Full Time Position (Athletics/Office)

Exhibit 3 - 2015-16 Secretary Work Calendar

Notes: 1. Whenever there is a half-day for students' staff works a full-day.

2. For the 46 week positions the 4 weeks beyond the 42 week assignments are to be scheduled by the HS Principal

Description of Date/Events	ns the 4 weeks beyond the 42 week assignmen 42 weeks -start 2 weeks before students	40 weeks - start 1 week before students
August 28, 2015, 8:00 – 9:30 AM	Professional Development	Professional Development
@ High School Career Center		Troisesiena. Development
September 8, 2015 School Starts	All secretaries working beyond school year beginning and end times will work with their administrator to schedule the next year start and end times/summer work schedules. This calendar will be provided to Lisa Anderson prior to leaving work for the summer.	All secretaries working beyond school year beginning and end times will work with their administrator to schedule the next year start and end times/summer work schedules. This calendar will be provided to Lisa Anderson prior to leaving work for the summer.
September 4, 2015, No School	Regular work day, may use a vacation day	Regular work day, may use a vacation day
September 7, 2015, Labor Day	Paid Holiday	Paid Holiday
October 22-23, 2015 Conferences or Building Option	Offices need to be open – special details worked out per building	Offices need to be open – special details worked out per building
November 25, 2015, No School	Regular work day, may use a vacation day	Regular work day, may use a vacation day
November 26-27, 2015 Thanksgiving Day & Day After Thanksgiving	Paid Holidays	Paid Holidays
December 3, 2015, 1:30 – 3:30 PM @ High School Career Center	Professional Development	Professional Development
December 3-4, 2015 Exams, End of Fall Trimester	Regular work days	Regular work days
Winter Holiday Break December 21, 2015 – January 1, 2016	May use vacation time for the days that are not paid holidays.	May use vacation time for the days that are not paid holidays.
February 4-5, 2016 Conferences or Building Option	Offices need to be open – special details worked out per building	Offices need to be open – special details worked out per building
March 17, 2016, 1:30 – 3:00 PM @ High School Career Center	Professional Development	Professional Development
March 17-18, 2016 Exams, <i>End of Winter Trimester</i>	Regular work days	Regular work days
March 25, 2016 Good Friday	Floating Holiday – work with administrator to schedule day off	Floating Holiday – work with administrator to schedule day off
April 1, 2016, No School	Regular work day, may use a vacation day	Regular work day, may use a vacation day
April 4 -8, 2016 Spring Break	Not a scheduled work time, may use vacation days for paid time.	Not a scheduled work time, may use vacation days for paid time.
April 21, 2016 Conferences	Offices need to be open – special details worked out per building	Offices need to be open – special details worked out per building
May 30, 2016, Memorial Day	Paid Holiday	Paid Holiday
June 14-15, 2016, 3 rd Trimester exams	Regular work days	Regular work days
June 16, 2016 Last day of school for teachers	Regular work day	Regular work day
June 20, 2016, 8:00 – 9:30 AM @ High School Career Center	Professional Development	Professional Development
June 23, 2016	All secretaries working beyond school year beginning and end times will work with their administrator to schedule the next year start and end times/summer work schedules. This calendar will be provided to Lisa Anderson prior to leaving work for the summer.	All secretaries working beyond school year beginning and end times will work with their administrator to schedule the next year start and end times/summer work schedules. This calendar will be provided to Lisa Anderson prior to leaving work for the summer.

Exhibit 4

GULL LAKE COMMUNITY SCHOOLS Secretarial Grievance Form and Procedure

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

THE CLAIM: Cite the section and page of the cont	ract, which has been violated.
Section:	Page:
Give the remedy being sought:	
Give the name and position of the person filing the	
Name:	Position:
Step One – The Building Level: The employee supervisor or principal with the object of resolving	with a grievance shall discuss the matter with his/her immediate the matter informally.
Conference: Parties Present:	
Disposition of the supervisor or principal:	
Signature:	Date:
Disposition of the grievant after the conference: _	
	that the employee is not satisfied with the disposition of his/her e Association file, within five (5) working days the grievance (5) working days after receipt to issue a decision.
Date filed with the Human Resource Director:	Initials of the H. R. Director:
Disposition of the Human Resource Director:	
Date returned to the Association:	Initials of the Association Member:
of his/her grievance at Step Two, he/she shall file,	the event that the employee is not satisfied with the disposition or have the Association file, within five (5) working days the shall have ten (10) working days in which to reply.
Date filed with the Superintendent:	Initials of the Superintendent:
Disposition of the Superintendent:	
Date returned to the Association:	
grievance at Step Three, he/she shall within five (5 School Board Agenda, which will be done within th	vent that the employee is not satisfied with the disposition of the by working days ask for the Superintendent to place in on the lirty (30) days. The Board will have thirty (30) days to respond. It is shall submit the grievance to the Michigan Employment
Date appealed to the Board:	Initials of Association Member:
Date returned to the Superintendent:	Initials of the Superintendent:
Date of the Board Hearing:	
Disposition of the Board:	
Board President's Signature:	Date:
The original copy shall be returned to the Associati kept by the Superintendent of Schools.	on within (2) weeks of the Board's decision. A photocopy will be
Date original copy was returned to the Association	:
Signature of Association Member:	

Step Five – The Michigan Employment Relations Commission Level: Appeal to the Michigan Employment Relations Commission.