

1341

6/30/91

AGREEMENT

Between

THE GIBRALTAR BOARD OF EDUCATION  
ROCKWOOD, MICHIGAN

AND

THE MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

LOCAL AFFILIATE - MESPA

(Office/Clerical Employees and Aides)

JULY 1, 1987 to JUNE 30, 1991

*Gibraltar School District*



## TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE #</u>
	Agreement.....	3
I	Recognition.....	3
II	Agency Shop.....	3
III	Equal Opportunity.....	5
IV	Special Conferences.....	5
V	Grievance Procedure.....	5
VI	Discipline & Discharge.....	7
VII	Probationary Employees.....	7
VIII	Prohibition Against Strikes.....	8
IX	Seniority.....	8
X	MESPA Representation.....	10
XI	Layoff.....	10
XII	Recall.....	11
XIII	Bulletin Board.....	11
XIV	Leaves of Absence.....	12
XV	Retirement.....	16
XVI	Job Preference & Bidding.....	16
XVII	Work Schedule.....	17
XVIII	Working Conditions.....	18
XIX	Seniority of Officers.....	20
XX	Rights of the Board.....	20
XXI	Miscellaneous.....	21
XXII	Evaluation.....	21
XXIII	Holidays & Vacations.....	22
XXIV	Termination of Agreement.....	25
	Appendix A (Wage Schedule, Benefits, etc.)...	26-28
	Appendix B (Sample Bid Form).....	29





## AGREEMENT

This Agreement is entered into, effective July 1, 1987 through June 30, 1991 by and between the Gibraltar Board of Education, the Gibraltar School District, Rockwood, Michigan, hereinafter called the "BOARD" and the Michigan Educational Support Personnel Association, hereinafter called "MESPA" or "the UNION", through its local affiliate. The signatories shall be the sole parties to this Agreement.

### ARTICLE I RECOGNITION

- A. The Board recognizes MESPA, as per Certification by M.E.R.C. in Case #R78C-160 as the sole and exclusive bargaining representative for all office clerical employees, and all aides, excluding confidential employees, maintenance employees, supervisors, lunchroom, playground and transportation aides, and all other employees.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### ARTICLE II AGENCY SHOP

- A. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board, an assignment authorizing deduction of monthly dues in the Union which sum shall be designated by MESPA in writing. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Pursuant to such authorization, the Board shall deduct such dues from the second regular salary check of the employee each month. Any employee who shall not perform services for any entire month shall have no dues deducted for each entire month he did not work.
- B. Any employee who is not a member of the Union or who does not make application for membership within five (5) days from the date of receiving permanent employee status from the Board shall, as a condition of employment, pay as a service charge to the Union, an amount equal to the monthly dues of MESPA, provided, however, that the employee may authorize payroll deduction for such charge in the same manner as provided in the preceding paragraph. In the event that an employee shall not pay such service charge directly to MESPA or authorize payment through payroll deductions, as provided in the preceding paragraph the Board may cause the termination of employment of such employee.

C. The procedure in all cases of discharge for violation of this provision shall be in conformity and compliance with the fiduciary responsibilities of the Union as set forth below:

1. The Union shall notify the employee of noncompliance 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 employee fails to comply, MESPA may file charges in writing, with the Board, and shall request termination of the employee'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 request for termination, shall conduct an investigation of said charges, and if all requirements are met, then termination notice will be given.

D. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the local affiliate of the Union with a list from whom dues have been deducted, as soon as possible after the 15th day of the current month. The Union agrees to hold the Board harmless and without liability from any claims of erroneous deductions for any amount of dues or fees deducted by the Board and paid the Union.

E. The Union will defend, indemnify and save harmless the Board from any and all claims, demands, suits and their liability, including reimbursements to the Board for any unemployment compensation paid by reason of action taken by the Board for the purpose of complying with this Article subject 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 this Article of the damages and costs which may be assessed against the Board by the Court or Tribunal.
3. The Union shall have the right to compromise or settle any claim against the Board under this Article.

F. This Article shall be effective as of the execution date of the Agreement and all sums payable hereunder shall be determined from said date.

ARTICLE III  
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 IV  
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. This meeting may be attended by a staff representative of MESPA.
- B. All supplemental agreements shall be subject to the approval of the Board and MESPA. They shall be approved or rejected within a period of thirty (30) days following the date they are filed by MESPA or by the Board.

ARTICLE V  
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 three (3) 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 five (5) 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 five (5) working days commencing the day after the written grievance has been received by the Supervisor.

#### 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 five (5) 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

##### STEP I

- 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 judgement 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. Expenses for the arbitrator's service and the proceedings shall be borne 100% by the losing party. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, provided it pays for the record. Copies shall be made available to the other party provided the other party bears half (1/2) the cost.
- I. A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. 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 VI 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 VII 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 ninety (90) calendar 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 an 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 91st 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 VIII 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 employer during the term of this Agreement.

#### ARTICLE IX 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 XVI.
- 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 on involuntary 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 honorable 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 thirty (30) calendar 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 thirty (30) days 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 MESPA and shall rank for seniority from the first (1st) day of employment in the school district.

ARTICLE X  
MESPA 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 regular scheduled work hours.
- D. The Union shall be provided five (5) 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. Added Union days may be provided as deemed necessary or reasonable by the Superintendent or his designee.

ARTICLE XI  
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 secretary 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 XII

##### 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 date of mailing notices of recall, he shall be considered as having quit. Extension may be granted by the Employer in proper cases.

#### ARTICLE XIII

##### 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.
- B. Except as permitted in Section 1 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 XIV  
LEAVES OF ABSENCE

I. Compensatory Leaves/Days

A. Personal Business Days

1. Four (4) days with pay shall be allowed an employee for personal business, with the exception of twelve (12) month employees 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 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. 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 not to exceed five (5) days.
2. In the event of death of any family members, 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 the funeral arrangements, an additional two (2) days without loss of pay, may be granted if this additional time is needed.

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) or (2) 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 person'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.

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 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 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.

F. Sick Leave and Income Insurance Protection

1. Each permanent employee covered by this Agreement 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.
  - 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 until age 65.

G. Seminar/Study Days

Eligible employees are entitled to three (3) paid seminar/study days to enhance job-related skills. 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 doctor's 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 competent 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 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 qualifications and seniority.

### B. Parental Leaves of Absence

1. An employee who has completed at least one (1) year of service in the Gibraltar School District shall be entitled, upon written request, to a Parental Leave of Absence of up to an accumulated one (1) year period which accumulated time commences when the Pregnancy Disability Leave goes into effect.
2. A Parental Leave shall be requested not less than sixty (60) 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.
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 said 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 in his group benefit coverage plans at his own expense. (Reinstatement to his former position will be granted on return from such a leave.)

ARTICLE XV  
RETIREMENT

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

1-15 years of service = \$10.00 per year  
16+ years of service = \$20.00 per year

- B. An employee who reaches the mandatory retirement age, as specified by appropriate state or national law, on or before June 30 of the current year shall be retired at the end of that year.

ARTICLE XVI  
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. 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 thirty (30) trial working days to qualify for such job. During the trial period, the employee shall have the opportunity to revert back 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 Employer with a copy to the Employee. The matter may then become a proper subject for the second step of the grievance procedure, if the Employer 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 1/2 year. Should justifiable reasons develop which might require an employee to want to bid to a higher classification before the 1/2 year time period expires, the Administration 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

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.

Such tests as scored shall be reviewed by the Union President or his designee.

#### ARTICLE XVII WORK SCHEDULE

- A. 1. The normal work week shall be 40 hours, Monday through Friday.
2. The normal work day shall be eight (8) hours.
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. 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, MCCA 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 function and hours involved.
  - a. The work year for 52 week employees shall commence July 1 and end June 30 of each year.
  - b. Generally, 1760 hours (44 week) employees will commence the work year two (2) weeks prior to the opening of school and end one week after students leave. 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.
  - c. Generally, 1600 hours (40 week) employees will commence work year commensurate to the students school calendar.
7. The Community Education/Athletic Secretarial function shall have eight (8) weeks non-compensatory time during the course of a year. This non-compensatory time shall be divided in such a manner that the equivalency of a minimum of four (4) weeks shall be taken between the months of June, July, or August. The remaining four (4) weeks shall be taken by a mutual agreement of the parties, according to the needs of the school district.

B. 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 receive 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.

ARTICLE XVIII  
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 administration will avoid having secretarial/clerical employees alone in a building. Should such an occasion arise, the affected employee (s) will be permitted to be transferred to another work location for that day.



2. Employees shall not be held responsible for first aid functions or 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.
- 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. In buildings where more than one 8 hour a day employee is housed, relief and lunch periods must be scheduled so that the building operation is not hindered.
- 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 during their lunch period as long as it does not extend beyond that period.
- E. Extended Work Weeks
1. The employer 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. When additional help (such as summer employment) is needed by 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 these positions will be at a "General Secretary pay." ( See Appendix A.)
- I. Position of Intent. Usage of co-op students is not intended to replace work performed by members of the bargaining unit.

#### ARTICLE XIX SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President of MESPA (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 said available work.

#### ARTICLE XX 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 Employer (Board) has all the customary and usual rights, powers, functions and authority of management except as those rights, powers, functions and authority are specifically abridged or modified by this Agreement.

The Union recognizes the Employer'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 XXI  
MISCELLANEOUS

- A. All personal days, business days, funeral leave days, and sick days shall only be charged for work actually missed on that day.
- B. To be eligible for benefits unless specified differently in this collective bargaining agreement, with the exception of the hourly rates, as specified, an employee must work at least twenty (20) hours per week.
- C. 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 administration will review and evaluate job classifications. The Union (via this committee) shall be permitted to present their input to the administration 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.
- D. 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. Should individual services be required during that time, compensatory time shall be granted to the employee as approved by Personnel.

ARTICLE XXII  
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 criterion:
  - 1. Skills necessary for the specific position held.
  - 2. Punctuality and attendance.
  - 3. Other areas as may be mutually agreed upon by MESPA 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 acknowledgement 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 XXIII  
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 administration 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 administration.

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

C. Vacations

All permanent regular employees (40 hrs./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.

D. Vacation Schedules

1. Eligibility. Only those employees who are full time (40 hours per week and 40 weeks or more), and have one (1) 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.
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 five (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

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



E. General Provisions Paid Vacations

1. Any employee who leaves the employment of the employer 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 July at the rate of 1/12th of vacation per month of employment (or major fraction thereof) after such July 1.

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 July 1 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.

3. 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 a prorata 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

4. 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.
5. If an employee becomes ill and is under the care of a duly licensed physician prior to his vacation, his vacation may be rescheduled. If the employee is unable to take his vacation which he has earned, he shall be paid his vacation pay in lieu of taking the vacation.
6. If a regular payday falls during an employee's vacation, he will receive his check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check one (1) month before leaving, if he desires to receive it in advance.

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 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 XXIV  
TERMINATION OF AGREEMENT

This Agreement, all of its provisions and appendices, shall become effective as of July 1, 1987 and shall continue in effect until midnight June 30, 1991.

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 hereto have set their hands and seals this 8th day of November, 1988.

BOARD OF EDUCATION OF THE  
GIBRALTAR SCHOOL DISTRICT

By: Betty C. Maynard

President

By: Michael H. Hout

Secretary

By: John R. Lefter

Board Negotiator

MICHIGAN EDUCATION SUPPORT  
PERSONNEL ASSOCIATION

By: Arlene P. Aszak

Local President

By: \_\_\_\_\_

Local Secretary

By: Arlene P. Aszak

Union Negotiator

## APPENDIX A

### I. Wage Schedule

- A. Employees shall be compensated in accordance with the wage schedule shown below. This appendix shall be considered as part of this agreement.
- B. When any secretarial/clerical position not listed below is established by the Board, the Board shall designate job classification and grade.
- C. The Board shall provide full retirement contributions in accordance with the law.

Refer to Secretarial/Clerical Appendix Wage Schedule (Next Page)

### II. Longevity Rates (Increase from hourly rates)

A. All grades and functions			
Secretaries/Clerks	<u>2 yrs.</u>	<u>3 yrs.</u>	<u>5 yrs.</u>
Media Clerks/Aides	.10	.20	.20

### III. Life Insurance

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

Effective 9-1-88	\$25,000.00
------------------	-------------

### IV. 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. Comprehensive Hospital (Semi-Private room)  
MVF-2 Medical Surgical, Rider ML, \$2.00 Prescription Drug Program  
Master Medical Option One with Coordination of benefits  
Rider F.C. - Family Continuation (Dependents 19 to 25 years of age)  
Rider S.P.G.B. - Sponsored dependents (Dependents over 25 years of age)  
Rider PD-EL - Prescription Drug rider for family continuation

The school district shall pay full premium cost of said insurance for eligible employees and dependents.



- B. Subject to the provisions of the insurance carrier, eligible members of this bargaining unit may participate in other group insurance coverages, by personal contributions through payroll deductions.

V. Annuity

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 an annuity program in lieu of the hospitalization insurance provided above. The annuity election by individuals shall be made for the life of this agreement at a prescribed rate of \$1,000.00 per annum, prorated over a twelve (12) month period, increasing to \$1,200 per annum on July 1, 1989, 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.

SECRETARIAL/CLERICAL APPENDIX WAGE SCHEDULE

- A. High School Principal's Secretary (46 weeks)  
Junior High School Principal's Secretary (44 weeks)  
Elementary Principal's Secretary (44 weeks)  
Athletic Secretary (44 weeks)  
Data Processing Clerk (52 weeks)  
Community Education Secretary (44 weeks)

	<u>7-1-87</u>	<u>7-1-88</u>	<u>7-1-89</u>	<u>7-1-90</u>
Probationary	9.37	9.86	10.36	10.91
Day 91	9.47	9.96	10.46	11.01
6 mos.	9.57	10.06	10.56	11.11
2 yrs.	9.67	10.16	10.66	11.21
3 yrs.	9.77	10.26	10.76	11.31

- B. General Building Secretaries (44 weeks)  
Assistant Bookkeeper (52 weeks)

Probationary	9.10	9.58	10.08	10.60
Day 91	9.20	9.68	10.18	10.70
6 mos.	9.30	9.78	10.28	10.80
2 yrs.	9.40	9.88	10.38	10.90
3 yrs.	9.50	9.98	10.48	11.00

- C. Assistant Secretaries (43 weeks)

Probationary	8.19	8.62	9.07	9.54
Day 91	8.29	8.72	9.17	9.64
6 mos.	8.39	8.82	9.27	9.74
2 yrs.	8.49	8.92	9.37	9.84
3 yrs.	8.59	9.02	9.47	9.94

- D. Media Center Clerks (40 weeks)

Probationary	6.14	6.47	6.80	7.17
Day 91	6.24	6.57	6.90	7.27
6 mos.	6.34	6.67	7.00	7.37
5 yrs.	6.54	6.87	7.21	7.57

- E. Aides

Probationary	5.88	6.19	6.52	6.87
Day 91	5.98	6.29	6.62	6.97
6 mos.	6.08	6.39	6.72	7.07
5 yrs.	6.28	6.59	6.92	7.27

Summer rate of pay - General Secretaries pay

\*Retroactive pay from 7-1-87 to 11-11-88.

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:

---

---

III. QUALIFICATIONS FOR THIS POSITION:

1. 

---
2. 

---
3. 

---
4. 

---

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

---

---

---

cc: Superintendent/Designee  
Building Supervisor

