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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, 1987 TO JUNE 30, 1991

*Gibraltar School District*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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MICHIGAN STATE UNIVERSITY  
PLATEAU SECTION  
LABOR AND INDUSTRIAL

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**AND**  
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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; Administrative Assistants, Elementary and Secondary; Director of Guidance and Counseling; Special Education Teacher Consultant Supervisor; Adult Education Director; Summer School Director; Supervisor of Building and Grounds; Supervisor of Transportation; Director Pre-Primary Center and Director of Instruction and Curriculum 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.

**DEFINITIONS**

1. 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.
2. Whenever the term "School" is used, it is to include any work location or functional work division.
3. Whenever the term "Administrator" is used, it is to include the bargaining unit personnel of any work location or functional work division.

4. Whenever the term "Superintendent" is used, it shall include only that person and not his designees.
5. Whenever the term "designee(s)" is used, it shall include those parties so authorized to act in place of the Board or the Superintendent.
6. Whenever the term "Board" is used, it shall refer to the Board of Education only.
7. Whenever the term "Central Administration" is used, it shall mean the administrators excluded from coverage of this Agreement.
8. 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 Business 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/Supervisor 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 Tenure of Teachers 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 grievance in the following manner:
2. Should the grievance not be resolved informally, within five (5) 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 designee shall have ten (10) working days after receipt of the written grievance to submit his 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, either by the aggrieved, or by SAGSD, within five (5) 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 Board shall place said grievance on their agenda and give their disposition to the employee or the Union within ten (10) working days from said meeting. In the event the grievance is submitted to the Board within five (5) days of their next regularly scheduled meeting, the Board shall then take said grievance up at their following meeting and give their disposition in writing within ten (10) working days following said subsequent 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 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 shall be empowered, except as his 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 Teacher's 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 XXVII 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 judgement for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. His 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

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 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 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 judgement 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 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 personnel file subject to excluding privileged information as hereinafter defined. The Administrator shall acknowledge that he has read and received a copy of such material affixing his signature and date of the actual copy to be filed with the understanding that such signature merely signifies that he 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 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 has the right to review his file and the Superintendent or his 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 work or position shall be placed in his 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 shall meet once each month during the school year, upon the request of either party, to discuss matters of mutual concern. The time, place and agenda shall be mutually agreed upon 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 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 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

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.

## 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 tenure, 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 total seniority and tenure to bump back into his former position and classification.

- B. Probationary Employees. No newly hired or appointed Administrators shall hold seniority rights in the Administrative Bargaining Unit during the two (2) year probationary period. Once a two (2) 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 employees' 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. An Administrator who is laid off because of a necessary reduction in staff shall be recalled when a vacancy or new position becomes available following the bidding procedures to the resulting Administrator opening.
- C. 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.

ARTICLE XII  
DISTRICT ADMINISTRATIVE LAYOFF, REORGANIZATION, BUMPING

When an Administrative layoff, reorganization, or transfer is to be implemented by the Board, the following procedure shall be followed:

- A. The Board shall determine the position/positions to be eliminated. If the remaining position requires a change of responsibilities and working conditions, the Board and the Union shall meet to review any issues arising from the Board's position prior to the change.
- B. When any Administrative reductions are made, the following procedures shall be followed:
  1. Probationary Administrators shall be laid off.
  2. Non-tenured Administrators shall be laid off or reassigned second, according to their Administrative Seniority.
  3. Tenured Administrators shall be accorded full rights under the Michigan Tenure Act and its amendments.
- C. When bumping of Administrators is an issue, the following procedures shall become applicable:
  1. Probationary Administrators do not have seniority bumping rights. The Board may assign the affected employee according to its needs when positions are available.
  2. Second, non-tenured Administrators may bump into any Administrative position which does not require the layoff of a tenured Administrator.
  3. Tenured Administrators may bump any classification so long as they displace the least senior non-tenured member of that classification.
  4. It is understood that Administrators who are not bargaining unit members, but have attained Administrative tenure as a member in this bargaining unit, may return to the bargaining unit and exercise tenure and bumping rights to positions in which tenure was granted. Prospectively, all Administrators will be afforded the right to maintain this right to return to the bargaining unit and exercise tenure and/or 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.

ARTICLE XIII - JOB SECURITY

- A. The Board recognizes that the Administrators hold the same high aspirations of conduct and performance that the Board holds for them, and the parties will work cooperatively in their mutual efforts to attain and maintain educational excellence for students.
- B. Unsatisfactory Performance. A program of assistance will be instituted in the event that an Administrator is not satisfactorily performing his work duties and functions. Such program of assistance will be able to identify areas of deficiency, and set forth specific criteria or guidelines for improvement. For a ninety (90) day period following such implementation of the program of assistance, the Administrator will be periodically reviewed and evaluated. The ninety (90) day period may be extended for an additional thirty (30) days upon agreement between the Administrator and the Superintendent. If upon completion of the ninety (90) day period (or extension thereof), the Administrators' performance is not satisfactory, then pursuant to Act 183, Public Acts 1979 (as amended), if applicable, his employment as an Administrator may be terminated.
- C. Professional Conduct. The Administrator agrees to perform the employment duties and functions 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 the termination of an Administrator, except probationary Administrators, 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 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 two (2) years. Said Administrators shall be evaluated during the probationary period and a satisfactory evaluation is necessary for continuation of employment as an Administrator.

ARTICLE XIV - 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 believing himself to be qualified shall file a written notice of such interest in the position within seven (7) calendar days.
  3. Interviews will be provided the interested Administrator. The 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 of additional duties in connections 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/Supervisors may be assigned to an Administrator/Supervisor position in any particular building, location, or department. No change in assignment shall be made for reasons of bias, vindictiveness, discrimination, but only for good and just cause, as determined by the Board or Superintendent. No transfers shall 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 section of the contract does not mean a disciplinary action. The Superintendent's determination in making an involuntary transfer must be for the good of the school district and not for any discriminatory, arbitrary or capricious reason as set forth above.
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.

Administrators shall retain administrative salaries until 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 XV - 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 XVI - PERFORMANCE APPRAISAL

The Board is desirous of implementing a performance appraisal system, which will assist the Board in evaluating the members of the association for the purpose of promotion and compensation. The association fully agrees that outstanding achievement should be recognized and agrees to participate in a twenty-four (24) month assessment of the Board's Performance Appraisal System.

With the commencement of the 1988-89 school year, the Board shall contract with an outside company or educational institution to develop a Performance Appraisal System for the district. The association shall appoint two (2) of its members to serve on the oversight committee. The Superintendent shall appoint three (3) members of said oversight committee.

It shall be the duty of the committee to work with the party contracted to develop the Performance Appraisal System and to make quarterly recommendations to the Board as to the progress of the adoption and utilization of said Performance Appraisal System.

It is the intent of the Board to have the first Performance Appraisal made during the month of June, 1990. The Superintendent shall perform the evaluation of all central staff members and principals are to perform the evaluation of the employees working under their supervision and control.

After the first evaluation, the committee shall make recommendations as to any additional changes and the Board shall review said changes and if possible, implement said recommendations.

During the month of June, 1990, the annual performance appraisal shall be made and those employees receiving an outstanding performance rating shall receive, in addition to their regular salary adjustments, a merit pay increase utilizing the following formula:

A = dollar value of payroll of the bargaining unit  
B = 1.5% of payroll.  
C = number of employees receiving outstanding rating

$A \times B / C = \text{merit pay per employee.}$

Said merit pay shall be given to the employee on or about July 1st annually.

No payment will occur for years 1989-90 or 1990-91 as these budgeted monies will be used in other areas. The first payout would not occur until 1992.

After the final Performance Appraisal System, is adopted by the Board, the awarding of merit pay increases are not subject to the grievance procedure.

After the evaluation instrument is in place, should an Administrator/Supervisor receive an unsatisfactory Performance Appraisal, the step increase will be withheld. Should this occur, a program of assistance will be implemented as outlined in Article XIII.B. of this document. Should the problem be corrected in the time frame designated, the step increase will be implemented in full.

Any unsatisfactory performance appraisal may be submitted directly to the Board under the provisions of Article II, Paragraph 3. Further, if the employee or association is not satisfied with the Board's disposition of the grievance, it may be submitted to arbitration. 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 arbitration expenses.

Evaluation of Subalterns: When an Administrator/Supervisor is working under another Administrator/Supervisor (classification reference) shall evaluate his subalterns, at the request of the Superintendent. In all cases the subalterns shall know the basis for evaluation prior to the evaluation itself.

#### ARTICLE XVII - 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 XVIII - 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 supervises, that such citizen shall be requested, in most instances, to first discuss the matter fully, either by telephone or in person, with the Administrator involved before the Superintendent, Central Administrator or the Board passes judgement 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 XIX - 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 XX - 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/supervisors 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.
- D. Working Conditions. In order to develop a sound working relationship between all parties, it is mutually agreed that:
  - 1. Work Loads. The Gibraltar School Board will meet and consider the development of Board policies concerning additional assignments and administrative work loads. The administrators shall be permitted to present their input to the Board on or before November 15, 1989. Should the Board

not establish a policy or establish an unsatisfactory policy to the SAGSD, this paragraph will be subject to renegotiation at the request of the SAGSD on June 30, 1990.

2. The Board shall allow administrators/supervisors input in the selection of subalterns, peers staffing and Central Office Administration.
3. Administrators/supervisors are free to take vacations at times of the year which will be mutually agreed to by the administrators/supervisors and the Superintendent.
4. 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.
5. The administrators/supervisors should initiate upward communications with the Superintendent according to the staff or line chart. He reserves the right of appeal, but only having exhausted his primary step to his immediate supervisors. Also, the administrator/supervisor should communicate to his superiors the attitudes, opinions, ideas, and suggestions of his professional subordinates, since it is here that significant progress can be made, if management clearly understands their concerns.
6. The administrator/supervisor must accurately and positively represent the Board and the Superintendent and take their direction from that office according to the staff or line chart.
7. 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.
8. An Administrative Council should be maintained for the purpose of advising and participating in decision-making at the administrative level.
9. Any new jobs created, the wages, hours and working conditions will be posted when bid.

#### ARTICLE XXI - 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. The Board agrees to provide administrators/supervisors with the following full family coverage, if chosen:
1. Fully paid Blue Cross/Blue Shield Four Point Plus Program with \$2.00 co-pay plan for prescription drugs.
  2. A fully paid \$50,000 group life insurance protection policy as per present coverage. Optional plans for additional coverage at the members expense will be made available, subject to terms of the underwriter.
  3. Fully paid Accident & Disability benefits. An amount equal to 70% of the administrator/supervisor daily salary, not to exceed a maximum monthly benefit of \$2,500. 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 60% of the administrator/supervisor monthly salary, not to exceed a monthly benefit of \$2,500 to age 65, and between age 65-70, subject to reducing duration per the policy of the underwriter. (Refer existing Washington National STD/LTD Policy).
  4. Fully paid 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 this agreement.
  5. Fully paid vision service plan, VSP-3 or comparable to MESSA Plan 3 with the following modification:
    - a) 1988-89 - The school district shall reimburse the employee 50% of his/her expenses associated with eye care, up to a maximum of \$175.00.
    - b) 1989-90 - The school district shall reimburse the employee 75% of his/her expenses associated with the eye care, to a maximum of \$175.00.
    - c) 1990-91 - The school district shall reimburse the employee 100% of his/her expenses associated with the eye care, not to exceed \$175.00.
- C. Sabbatical leave at full administrative pay for one semester or one-half administrative pay for one year, as per present policy.
- D. Each member of the bargaining unit shall be entitled to five (5) personal days per year, in accordance with administrative procedures and administrators/supervisors shall be entitled to all

leave days and leave of absence with or without pay, as defined in the 1986-89 Teacher's Contract.

- E. Administrators who have successfully completed fifteen (15) years administrative supervisor service with the Gibraltar School District shall receive twenty-five hundred (\$2,500) dollars upon death, disability, or retirement.

Early Retirement Incentive. Any employee who applies for and receives a normal retirement from the State system shall be paid one-thousand (\$1,000) dollars or a fraction thereof for each year the employee could have worked up to age sixty (60). It is understood and agreed that the earliest an employee could receive a normal retirement would be at age fifty-two (52). It is further understood and agreed that the minimum payment shall be twenty-five hundred (\$2,500) dollars.

- F. The Board shall pay full salary and benefits for employees selected for Jury Duty days in accordance with Board policy.

- G. 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.

- H. 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/supervisor and must be performed outside the administrator's normal work day.

- I. 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 two-hundred (\$200) dollars per semester.

- J. 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.

- 1. Such fee shall be reimbursed to each administrator annually. Should a SAGSD 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.

- K. Should administrators/supervisors be assigned as negotiators by the Board, they shall be paid as follows:

Chief Negotiators - \$15 per hour up to a maximum of \$1,500.  
Team Members - \$10 per hour up to a maximum of \$1,000.

- L. Retired administrators/supervisors shall have the option of participating in/with any group insurance policy plans at the expense of the retiree, if available.
- M. There shall be no substitute teaching by administrators except in cases of emergency, or as deemed necessary.
- N. Vehicle allowance of \$.20 per mile, effective with the ratification of this agreement.
- O. Frank Hinzmann is to receive seventy-five (\$75.00) dollars per month in W-2 wages to compensate him for his mileage.

ARTICLE XXII - TERMINATION OF AGREEMENT

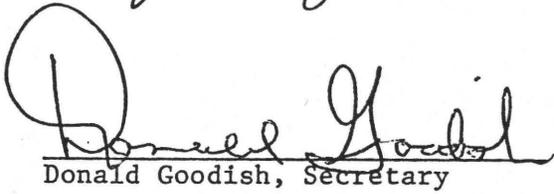
This Agreement shall become effective as of the date of ratification by the parties and shall remain in full force and effect through June 30, 1991.

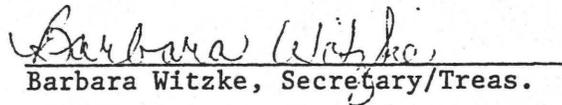
BOARD OF EDUCATION OF  
GIBRALTAR SCHOOL DISTRICT

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

  
Betty Maynard, President

  
Richard C. Light, President

  
Donald Goodish, Secretary

  
Barbara Witzke, Secretary/Treas.

8/29/89  
Date

8-23-88  
Date

APPENDIX I

- A. Classifications. For the purpose of determining an employees wages, all members of the bargaining unit shall be placed in a grade level in accordance with the following:

Grade Level I

1. High School Principal

Grade Level II

1. Junior High School Principal

Grade Level III

1. Elementary School Principal
2. Assistant School Principal
3. Athletic Director
4. Community Relations Director
5. Center Director
6. Director of Curriculum & Instruction

Grade Level IV

1. Non-certified Directors & Supervisors

a) Salary Placement

In order to determine the wages to be paid to employees in a bargaining unit classification, the following school districts shall be used and shall constitute the market for the purpose of establishing wage rates:

1. Woodhaven
  2. Trenton
  3. Grosse Ile
  4. Flat Rock
  5. Huron
  6. Airport
  7. Jefferson
  8. Riverview
2. Based upon the market survey, there shall be a minimum and maximum wage rate established with six (6) step increments contained in each grade, with each step increment being of equal value.

3. Step increases, if any, shall be granted on the date the employee was placed in his or her classification, said step increase shall be in addition to annual pay increases that are provided for under subsection six (6) below. Once an employee obtains the maximum pay in his or her respective grade they shall only be entitled to the increase associated with the annual market survey.
4. On or after July 1, 1990, employees must receive a satisfactory performance evaluation in order to receive their annual step increase.
5. On or about October 1st annually, the parties shall meet and agree upon the wages to be paid for the school year, based upon the market as established under the provisions of subsection one (1) above. Once the agreement has been reached, the new wage rates shall be retroactive to the first pay period starting on and after July 1st annually. The following factors shall be taken into consideration when establishing the percentage increase for the annual market survey.
  - a. In the event the market shows a decrease in administrators wages, members of the bargaining unit shall have their pay frozen, but not cut.
  - b. In the event an administrators wage in the market districts have not been set by October 1st, the wages as established for the previous year shall be used in developing a new market rate. However, in the event the same school district has not established new rates for its administrators for two (2) consecutive years, then said school district shall be eliminated from the market survey and the remaining districts shall encompass the market.
  - c. Market increases shall not exceed seven percent (7%) for years 2 and 3 combined, and are not capped for the fourth year of the contract.
6. Employees who are promoted shall be placed at the step in the next highest grade which will provide for at least four percent (4%) pay increase.

#### WORK YEAR, HOLIDAYS & RECESS PERIODS

1. Work Year. Except as modified below, all employees represented by the Association 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. Administrators are scheduled to commence their work year three (3) weeks (15 work days) prior to the start of the school year but not before the second Monday of August, and end their work year at the close of the last work day of June each work year. The Community Education position is an exception to this work year. That position shall work an equivalent amount of time subject to scheduling between the Administrator and the Superintendent and taking into consideration the needs of the program and the Administration.
- B. Level IV. Supervisors' work year shall commence the first work day of July and end the last work day of June each year.

2. Vacation Time. The traditional vacation schedule shall continue except as modified below:

- A. The Director of Maintenance/Grounds and the Director of Transportation shall be entitled to four (4) weeks of vacation annually. In addition to said four (4) weeks of annual vacation, each employee in said classification shall be entitled to one additional week of vacation for each seven (7) years of service with the school district.
- B. The Superintendent, after giving 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. All members of the bargaining unit, except for those described in paragraphs 2(a) above, shall be assigned to a forty-four (44) week work schedule.
- C. Upon giving 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 cancelled.
- 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. Level I through IV Administrators shall be scheduled off on the recesses and holidays as follows:

Thanksgiving Holiday      Thanksgiving Day and the day following.

Christmas Holiday      The period between the last teacher work day before Christmas and the first teacher work day after New Years' Day.

Easter Recess      Good Friday through the week immediately after Easter Sunday in accordance with the teachers schedule.

Seasonal Breaks      Two days each year, to be determined.

Memorial Day

Level IV Directors shall have the following holidays with pay:

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

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

4. Rates of Compensation. The wages to be paid to each member of the bargaining unit as prescribed by the Board's market policy shall be as follows:

A. School year 1987-88 - Wage Freeze. No retroactive pay to be granted.

B. School Year 1988-89:

1. Market Rate as of 7-1-88:

<u>LEVEL I</u>		<u>LEVEL II</u>		<u>LEVEL III</u>		<u>LEVEL IV</u>	
Min.	51,926	Min.	45,863	Min.	44,520	Min.	30,423
Step I	53,438	Step I	47,166	Step I	45,641	Step I	31,723
Step 2	54,950	Step 2	48,472	Step 2	46,762	Step 2	33,023
Step 3	56,462	Step 3	49,778	Step 3	47,883	Step 3	34,323
Step 4	57,947	Step 4	51,084	Step 4	49,004	Step 4	35,623
Step 5	59,486	Step 5	52,390	Step 5	50,125	Step 5	36,923
Step 6	60,998	Step 6	53,696	Step 6	51,246	Step 6	38,223
Max.	62,510	Max.	55,002	Max.	52,367	Max.	39,523

An additional 1% will be added to the wages spelled out above for all administrators entitled to same on or before June 1st annually under the following conditions:

1. Assignment to an elementary school of more than five-hundred students as determined by the Fourth-Friday count.
2. Assignment to supervise more than one (1) elementary building.
3. Assignment at the Junior High School without an assistant, and
4. Assignment to the High School when the administrator to student ratio exceeds 1 to 500.

It is understood that at no time shall the above factors be increased by more than 1%.

- C. School year 1989-90 = Step increase plus October 1st market, payable July 1, 1989.
- D. School year 1990-91 - Step increase plus October 1st market, payable July 1, 1990.

5. Placement for the 1988-89 and 1989-90 school years:

Level I:

<u>Name</u>	<u>1988-89</u>	<u>1989-90</u>
Kochanski	Step 4	Step 5
Vollmar	Step 4	Step 5

Level II:

Turner	Step 3	Step 4
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Level III:

Barley	Step 3	Step 4
Crane	Step 3	Step 4
Goodhue	Step 3	Step 4
Laginess	Step 5	Step 5
Light	Step 5	Step 5
Witzke	Step 5	Step 5

Level IV:

Burgess	Step Min.	Step I
Hinzmman	Step 4	Step 5

I.

MEMORANDUM OF UNDERSTANDING

ULP/GRIEVANCE ARBITRATION

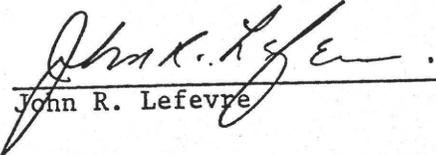
The Union Agrees to drop all pending U.L.P. and grievances. They are:

U.L.P. - C88 E-104  
U.L.P. - C88 E-106  
U.L.P. - C88 E-108

Arbitration GR# 88-89-01 presently before  
Arbitrator McCormick.  
Arbitration Grievance #88-89-02 presently  
recessed.  
Grievance #87-88-01, Re: James Vollmar  
is denied.

The Union certified that there are no outstanding grievances that could be  
brought forward at this time.

  
Dick Light

  
John R. Lefevre

Date: 8-23-89

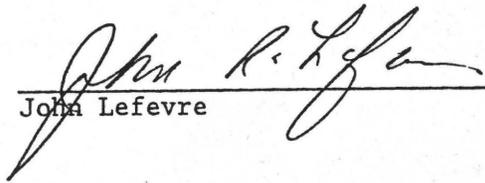
II.

REOPENERS

During the present school year, all stipend positions in Appendix A will be discussed.

During the 1990-91 school year, the Board's early retirement proposal, Article XX.E, will be discussed.

  
\_\_\_\_\_  
Dick Light

  
\_\_\_\_\_  
John Lefevre

Date: 8-23-89

III.

MEMORANDUM - COMPENSATORY TIME

All compensatory time which has not been previously used by July 1, 1991, shall be paid in cash at the employees rate of pay in effect as of the beginning of the 1989-90 school year, on or about July 1, 1991.

Mike Laginess - 5½ Days  
Dick Light - 5 Days  
James Vollmar - 10 Days  
Hal Goodhue - 3 Days

  
\_\_\_\_\_  
Dick Light

  
\_\_\_\_\_  
John Lefevre

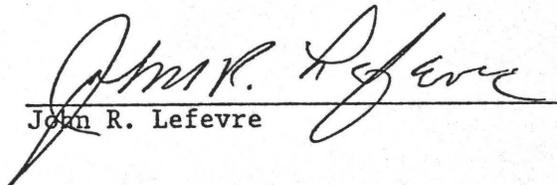
Date: 8-23-89

MEMORANDUM OF UNDERSTANDING BETWEEN  
SAGSD & GIBRALTAR BOARD OF EDUCATION

Effective Date 9-1-89

- I. Stipends for extra students will become effective upon the assignment of the following numbers of students per administrator based on official Fourth Friday Count.
- A. 450-500 students 1% annually of Administrators base salary.
  - B. 501-550 students 2% annually of Administrators base salary.
  - C. 551- students 3% annually of Administrators base salary.
- II. Additional Building (s):
- A. 450 students 2%
  - B. 451 students and above 3%
- III. The below extra duties will be compensated as follows:
- A. Curriculum Director - 5% annually of Administrators base salary.
  - B. Substance Abuse Director - 3% annually of Administrators base salary.
  - C. Such other duties as assigned by the Superintendent, compensation to be determined via Article XV of the Current Bargaining Agreement. The compensation would be a minimum of 3% of the Administrator's Base Salary.

  
Richard C. Light

  
John R. Lefevre

7-13-90  
Date

7/13/90  
Date

/mr

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE S.A.G.S.D. AND GIBRALTAR BOARD OF EDUCATION

I

This retirement incentive proposal is available to members of the Supervisors and Administrators Association unit. In order to be eligible for the benefits as spelled out below, members of either unit must apply and receive normal retirement through the Michigan Public School Employee's Retirement System.

II

This option must be exercised by qualifying individuals between September 1, 1990 and December 31, 1990. The employee must retire prior to July 1, 1991; for any employee who is eligible for retirement on and after July 1, 1990, through June 30, 1992, said employee must exercise their option as spelled out above by giving notice to the Superintendent, and upon giving said notice, the employee will be required to retire on the date they are eligible for said retirement through June 30, 1992, and not thereafter.

III

Applicants who qualify for this option shall be eligible for payment under one of the following conditions:

- 1) A payment of six-thousand (\$6,000.00) dollars on the first business day of the month following their retirement and; a payment of six-thousand (\$6,000.00) dollars on the anniversary date of their retirement in each of the succeeding two (2) years for a total of eighteen-thousand (\$18,000.00) dollars; or
- 2) Payments of seven-hundred and fifty (\$750.00) dollars per month for twenty-four (24) months, with the first payment being made on the first business day of the month following their retirement and each month thereafter, as spelled out above; or

- 3) A lump sum payment in the amount of seventeen-thousand (\$17,000.00) dollars for the purpose of purchasing additional retirement credits up to five years. If an employee accepts this option, they must retire immediately and must purchase enough time to make them eligible for a normal retirement benefit. An employee cannot receive the seventeen-thousand (\$17,000.00) dollars lump sum payment for the purpose of purchasing additional service credits and then freeze their retirement in order to obtain a retirement benefit at a future date.

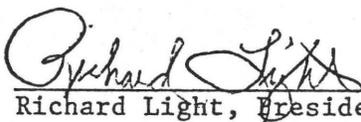
IV

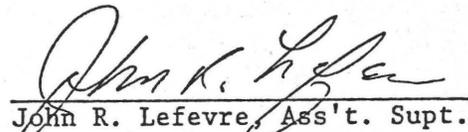
The monies received will be managed as follows:

- 1) All monies received will not be counted in the employee's final average computation for the purpose of obtaining a greater benefit under the Michigan Public School Employee's Retirement System; and
- 2) The amounts received will be subject to all appropriate withholding taxes, state, federal, and FICA, if applicable.

V

This Memorandum replaces Article XXI, E, of the Current Bargaining Agreement between the Gibraltar Board of Education and S.A.G.S.D. for the applicable dates. It will be the minimum basis for negotiations of Article XXI, E, in a subsequent C.B.A. between the parties, the present window period notwithstanding.

  
Richard Light, President S.A.G.S.D.

  
John R. Lefevre, Ass't. Supt.

7-13-90  
Date

7/13/90  
Date

/mr

