

6/30/91

74/6

COLLECTIVE BARGAINING AGREEMENT

Between

GULL LAKE COMMUNITY SCHOOLS

And

GULL LAKE SECRETARIES ASSOCIATION

1988 - 1991

Gull Lake Community Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

AGREEMENT

This AGREEMENT is entered into this 1st day of July 1987 by and between the BOARD OF EDUCATION of the GULL LAKE COMMUNITY SCHOOLS, hereinafter called the "BOARD" and the GULL LAKE EDUCATIONAL SECRETARIES AND ASSOCIATES, hereinafter referred to as the "ASSOCIATION".

WITNESSETH

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

ARTICLE I

Recognition: The BOARD hereby recognizes the ASSOCIATION as the exclusive bargaining representative for all classified personnel engaged in secretarial, clerical and as lay librarians in the Gull Lake School buildings excluding the administration office personnel. All personnel represented by the ASSOCIATION in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter shall be referred to as "SECRETARIES".

ARTICLE II

Compensation:

A. The salaries of secretaries covered by this Agreement are set forth in the Salary Schedule which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. Full benefits under this Agreement are provided for all permanent secretaries. Permanent secretaries working less than full time will receive benefits prorated as specified. A permanent secretary shall be defined as one who is fulfilling the obligation of the position for which she is hired and shall receive all benefits on a prorated basis.

C. Overtime work in excess of forty (40) hours per week will be paid for at one and one-half (1 1/2) times the regular rate if overtime has been approved by the Administration in advance.

D. Salaries will be paid on a bi-weekly schedule.

E. A secretary may, with Administration approval, be released from regular duties without loss of salary to attend the Regional Secretary Meeting and may be allowed at least one (1) "In-Service" day to be taken in two (2) one-half (1/2) periods or the equivalent thereof at a time when teachers are at meetings.

F. All school secretaries are expected to work whenever they can reach school.

G. A secretary engaged during the working day in negotiating on behalf of the Association with any representative of the Board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary if meeting is scheduled and approved by the Administration.

H. A secretary who has completed twenty (20) consecutive years of full-time employment by the Board of Education shall upon retirement be entitled to receive payment for one half (1/2) of accumulated sick days, but not to exceed fifty (50) days.

I. Sick leave will not apply to time which is compensated for under Workman's Compensation.

ARTICLE III

Hours of Work:

A. The normal work day shall be an eight-hour day between 7:30 a.m. and 5:00 p.m. The normal work week shall be forty (40) hours per week.

ARTICLE IV

Vacancies and Promotions:

A. Whenever any vacancy or other special opportunity in any secretarial position in the district shall occur, the Administration shall publicize the same by giving written notice of such vacancy to the Association or providing for appropriate posting in every school building.

B. Any secretary anticipating resigning shall give written notice of intent with the Administration office at least ten (10) working days prior to the effective date. Any employee failing to submit such written notice, and unable to show sufficient cause for a failure to do so, shall thereafter waive all seniority rights and step placement on the schedule in case of returning. In case of emergency, the acceptance of lack of notice shall be at the discretion of the Board.

C. Any secretary may apply for such vacancy. In filling such vacancy, the Board agrees to give due consideration to the background, attainments and skills of all applicants, the length of time each has been in the school system of the district and

other relevant factors.

D. Insofar as practicable, all vacancies will be filled by promotions and all secretaries are encouraged to train and prepare for promotional opportunities.

E. In any necessary reduction of the secretarial staff, a secretary with greater service shall be given preference over a secretary with less service to retain her employment, if qualified. Any secretary who is to be laid-off shall be notified, in writing, at least two weeks in advance by the Board or Administration.

ARTICLE V

Holidays and Vacations:

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

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

Holiday pay will not be paid unless the person works her last scheduled workday prior to and her first scheduled workday after the holiday.

B. Vacation Schedule:

<u>Work Year</u>	1-5	6-10	11-15	16-20 years
38 - 41 wks. & part time	7	9	11	13 days
42 wks.	8	10	12	14 days
46 wks.	9	11	13	15 days

Vacation Pay:

Vacation pay will be earned upon the completion of the current fiscal year but will be paid at the convenience of the Administration. Upon termination, the vacation earned will be calculated to the nearest one-half (1/2) days.

ARTICLE VI

Leave of Absence

A. All permanent secretaries shall receive sick-leave credit at the rate of one (1) day per month worked subject to the maximum of twelve (12) work days in any one year. The immediate supervisor should be notified. Leave shall be allowed for the following reasons, such time to be charged against leave time:

1. Personal illness.
2. Serious illness or death in the immediate family which requires the presence of the employee with a limit of five (5) days allowance per occurrence. Immediate family is defined as father, mother, son, daughter, spouse.
3. Death in the non-immediate family with a limit of two (2) days allowance per occurrence. Non-immediate family is defined as grandparents, grandchildren, aunt, uncle, sister, brother, cousin, nephew, niece, sister-in-law, brother-in-law, mother-in-law, and father-in-law. Any other situation should be called to the attention of the Administration for approval.

B. Unused sick leave shall accumulate to one hundred (100) days.

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

D. Any Secretary who is called for jury duty or is subpoenaed as a witness will be compensated for only the difference between court pay and the employee's regular pay. This time shall not be charged against regular leave.

E. One day per year shall be allowed with pay for personal business reasons. An additional day with pay may be granted upon special request to the Administration. This additional day may not be before or after a paid holiday unless granted by the Administration.

F. If an employee neglects to notify her immediate supervisor or fails to send a loss-of-time sheet to the Administration Office, a loss of pay shall occur.

G. Days that the office is closed due to a legal holiday will not be counted against sick leave.

Grievance Procedure

A. Section 1: A grievance shall be defined as any dispute regarding meaning, interpretation or application of the

terms and provisions of this Agreement.

B. Section 2: Adjustment of Grievance. Grievance of employees within the bargaining unit shall be presented and adjusted in the following manner:

Step one: The employee with a grievance shall discuss the matter with her immediate supervisor or principal with the object of resolving the matter informally.

Step two: In the event that the employee is not satisfied with the disposition of her grievance at Step One, she shall file, or have the Association file, within five (5) working days the grievance, in writing, with the Superintendent of Schools or his Assistant who shall issue a decision within five (5) working days of receipt. If the Superintendent feels it necessary to check with the Board, he shall have forty (40) days to reach a decision.

Step three: In the event the employee is not satisfied with the disposition of her grievance at Step Two, she may submit, or have the Association submit, the grievance to the Michigan Labor Mediation Board for mediation.

C. Section 3: If any clerical employee for whom a grievance is sustained shall be found to have been unjustly discharged, she shall be reinstated with full reimbursement of all compensation lost, but not to exceed one (1) year's compensation.

ARTICLE VIII

Salary Schedule

	Salary Schedule			
	1987-88	1988-89	1989-90	1990-91
First Year	\$6.85	4%-6%	4%-6%	4%
Second Year	6.95	COLA	COLA	
Third Year	7.05			
Fourth Year	7.15			
Fifth Year	7.25			

Cost of living increase not less than four (4%) percent or to exceed six (6%) percent, to be computed as follows:

The compensation in pay shall be adjusted on July 1, 1988 and July 1, 1989 for any change in the value of the dollar as follows:

1. The increase in the cost of living shall be determined by the Consumer's Price Index for Urban Wage Earners and Clerical Workers - Revised (United States, All Items) published by the Bureau of Labor Statistics, United States Department of Labor (1967-100), hereinafter called the "Index".

2. The increase in the cost of living shall be computed on dividing the Current Index Number (CIN) for May, 1988 by the Base Index Number (BIN) for May, 1987 and subtracting the integer 1 from the quotient, in accordance with the following formula:

$$\text{Increase in cost of living} = \frac{\text{CIN}}{\text{BIN}} - 1$$

The percentage increase in the cost of living, rounded off to the nearest one-tenth, shall be applied to each pay, provided, however, that the percentage increase shall not be less than four (4%) percent or exceed six (6%) percent.

Benefit Plan

Subject to the provisions hereinafter set forth each secretary shall have the right to select either Plan "A" or Plan "B".

PLAN "A". For the life of this agreement, the employer agrees to pay 95% of the health insurance premium for employee coverage only. 1990-91 100%.

PLAN "B". The employer will contribute to each secretary not selecting Plan "A" one of the following:

1. A tax sheltered annuity in the amount of \$450.00 will be paid on a quarterly basis.
2. A premium contribution not to exceed \$40.00 per month for the purpose of providing one or more of the following MESSA Insurance benefits:
 - a. Short term disability insurance.
 - b. Hospital confinement indemnity insurance.
 - c. Long term disability income insurance.
 - d. Additional term life insurance.
 - e. Survivor income insurance.
 - f. Dependent life insurance.

The employer will provide \$10,000 Term Life Insurance benefit for each full-time equivalent employee.

The employer shall have the right but shall not be required to pay compensation in addition to the scheduled compensation. Probationary period shall be one complete year from September to June.

1990-91 employees will receive Delta Dental 50/50 Plan.

Miscellaneous:

- A. TB Tests will be furnished by the Board when required by

the Board.

B. Secretaries will be evaluated by Principals at the end of first semester/beginning of second semester.

This Agreement shall be effective as of the 1st day of July, 1988, and shall continue into effect until the 30th day June, 1991.

GULL LAKE COMMUNITY SCHOOLS

BY *Delores G. Myers*
(President, Board of Education)

GULL LAKE EDUCATIONAL SECRETARIES
AND ASSOCIATES

BY *Janice Snyder*
(Head Negotiator)

BY *Janice Snyder*
(President, G.L.E.S. & A.)