

5911

6/30/2001

COLLECTIVE BARGAINING AGREEMENT

Between

GULL LAKE COMMUNITY SCHOOLS

And

GULL LAKE EDUCATIONAL SECRETARIES ASSOCIATION

1998-1999

1999-2000

2000-2001

Gull Lake Community Schools

AGREEMENT

This AGREEMENT is entered into this 1st day of July 1998 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 and library media center secretary/technician positions 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

A. Personnel Files

1. Official employee personnel files shall be maintained in the administrative offices of the School District. The personnel file of each employee shall contain copies of all evaluation reports and recommendations.
2. An employee shall have the right, upon request; to review the contents of his/her personnel file, with the exception of confidential recommendations and related personnel references normally sought at the time of employment. A representative of the Association may, at the employee's request, accompany the employee in the review of the file.
3. Whenever an evaluation, a commendation, or a complaint concerning a secretary is to be placed in the employee's file, the employee shall be allowed to review the entry before it is placed in the file and may attach a written statement before it is placed in the file.
4. Every secretary shall be evaluated annually by his/her supervising administrator and shall have the opportunity to review and discuss the evaluation with the supervisor before it becomes part of the secretary's file.
5. If a secretary disagrees with information contained in his/her personnel file, the supervisor and the secretary may mutually agree upon removal or correction of that information. If such an agreement is not reached, the secretary may submit a written statement explaining his/her position.

B. Problem students

Secretaries will be "held harmless" (not be held responsible) for problem students and discipline cases which are sent to the office. In each building, the principal will designate a "time out" space where these students will remain until seen by the assistant principal or principal.

C. Medications

Association members will be held harmless in regard to the dispensing of medications per Section 380.1178, School Code of the State of MI.

ARTICLE III

Compensation:

- A. The salaries of secretaries covered by this Agreement are set forth in the Salary Schedule that is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this agreement. See Attachment 1.
- 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 at one and one-half (1-1/2) times the regular rate if overtime has been approved in advance by the secretary's immediate supervisor.
- D. Salaries shall be paid on a bi-weekly schedule.
- E. The employer shall have the right but shall not be required to pay compensation in addition to the scheduled compensation.
- F. Probationary period shall be one complete year from September to June.
- G. A secretary who wishes to enroll in a Gull Lake School District Continuing Education course that will enhance job skills will not be charged tuition. Prior approval of the immediate supervisor is required.
- H. When a school closing is announced publicly via radio and television, secretaries shall not report and shall not suffer a loss of pay.
- I. 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 the meeting is scheduled and approved by the Administration.

- J. A secretary who has completed fifteen (15) consecutive years of full-time employment by the Board shall upon retirement be entitled to receive payment for one half (1/2) of accumulated sick days, but not to exceed fifty (50) days.
- K. Sick leave will not apply to time that is compensated for under Workman's Compensation.
- J. Outside travel required of a secretary shall be reimbursed at the mileage allowance established by the Board.

ARTICLE IV

Hours of Work:

Regular hours of work, based on the 40-hour workweek, will be between 7:00 a.m. and 5:00 p.m.

ARTICLE V

Vacancies and Promotions:

- A. Any secretary anticipating resigning shall give written notice of intent with the Administration Office at least ten (10) working days prior to the effective date. Any secretary failing to submit such written notice, and unable to show sufficient cause for a failure to do so, shall thereafter waive all seniority rights and step placement on the schedule in case of returning. In case of emergency, the acceptance of lack of notice shall be at the discretion of the Board.
- B. Whenever any vacancy or other special opportunity in any secretarial position in the district occurs, such vacancy will be announced by job posting at least 10 working days prior to the closing date established for accepting applications. The written notice will include a job description for the announced vacancy. Currently employed secretaries must be given primary consideration for such vacancies. The building principal will be responsible for making the final recommendation for hire to the Administration.
- 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 employed by the district and other relevant factors.
- D. In any necessary reduction of the secretarial staff, secretaries with greater service shall be given preference over a secretary with less service to retain his/her employment, if qualified. Any secretary who is to be laid off shall be notified, in writing, at least two weeks in advance by the Board.

ARTICLE VI

Holidays and Vacations:

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

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

B. Independence Day will be a paid holiday only for those secretaries scheduled to work that week.

C. When a holiday falls on Saturday or Sunday, the employer shall decide whether it will be observed on Friday or Monday.

D. Vacation Schedule:

Years	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16	17-18	19-20
38-41 wks and part time	8	9	10	11	12	13	14	15	16	17
42 weeks	9	10	11	12	13	14	15	16	17	18
46 weeks	10	11	12	13	14	15	16	17	18	19

E. Vacation pay will be earned upon the completion of the current fiscal year. Unused vacation days will automatically be paid within 30 days of the end of the fiscal year.

F. Two days per year shall be allowed with pay for personal business reasons. These days may not be accumulated from year to year. These days will not be granted before or after a paid holiday unless approved by the immediate supervisor.

ARTICLE VII

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) workdays 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 in the immediate family which requires the presence of the employee with a limit of five (5) days allowance per occurrence will be charged against sick leave credit. Immediate family is defined as father, mother, son, daughter, spouse, stepfather, stepmother, stepchild, father-in-law, and mother-in-law.

B. Unused sick leave shall accumulate to 100 days.

C. Bereavement Leave:

1. A death in the immediate family that requires the presence of the employee will be paid leave with a limit of five (5) days allowance per occurrence. This leave shall not be charged against sick-leave credit.

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

- D. Special leave may be requested for reasons of general health, adoption, family emergencies, etc. Leave may be with or without pay and, if with pay, may be charged against current or accumulated sick leave as mutually agreed between the secretary and the administration
- E. Any secretary who is call 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.
- F. If a secretary neglects to notify his/her immediate supervisor or fails to send a loss-of-time sheet to the Administration Office, a loss of pay shall occur.

ARTICLE VIII

Grievance Procedure:

- A. A grievance shall be defined as any dispute regarding meaning, interpretation or application of the terms and provisions of this Master Agreement between a member of the Gull Lake Educational Secretaries Association and the Administration.
- B. The grievance procedure and forms are set forth in the Secretarial Grievance Form and Procedure attachment that is attached to and incorporated in this Agreement. See Attachment 2.
- C. If any secretary for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost, but not to exceed one (1) year's compensation.

ARTICLE IX

Benefit Plan:

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

- A. Under Plan A, the employer agrees to pay for the life of this agreement:
 1. 100% of the health insurance premium for employee coverage only, or 80% of full family, employee and spouse, or employee and children for MESSA Super Care I.
 2. The deductible relating to the health insurance.

B. Under Plan B, the employer will contribute to each secretary not selecting Plan A one (1) of the following through the cafeteria benefit plan:

1. A tax-sheltered annuity in the following amounts with the contribution to be paid on a quarterly basis:

1998/1999	\$900.00 annually
1999/2000	\$1,100.00 annually
2000/2001	\$1,400.00 annually

2. A premium contribution through the cafeteria benefit plan not to exceed \$40.00 per month for the purpose of providing one or more of the following MESSA insurance benefits that the association member is eligible to obtain according to the MESSA guidelines:

- a. Short term disability insurance
- b. Hospital confinement indemnity insurance
- c. Long term disability income insurance
- d. Additional term life insurance
- e. Survivor income insurance
- f. Dependent life insurance

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

D. The employee will provide Delta Dental 80/80/80-plan coverage.

E. The employer will pay a contribution toward Vision Insurance (VSP-3) for each full-time equivalent employee at the following contribution levels:

1998/1999	40% employer payment
1999/2000	60% employer payment
2000/2001	80% employer payment

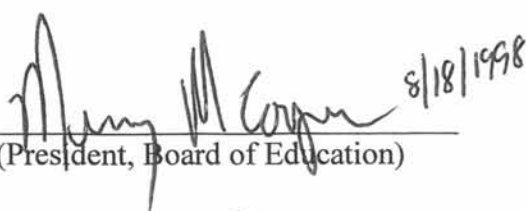
F. TB tests will be furnished by the Board when required by the Board.

This Agreement shall be effective as of the 1st day of July 1998, and shall continue in effect through the 30th day of June 2001.

GULL LAKE COMMUNITY SCHOOLS

GULL LAKE EDUCATIONAL
SECRETARIES AND ASSOCIATES

BY


(President, Board of Education)

BY


(Head Negotiator)

ATTACHMENT 1

SALARY SCHEDULE

<u>Year</u>	<u>1998/99</u>	<u>1999/2000</u>	<u>2000/2001</u>
1	8.74	9.00	9.27
2	9.13	9.40	9.68
3	9.51	9.80	10.09
4	9.84	10.14	10.44
5	10.33	10.64	10.96
6	10.77	11.09	11.42
10	11.14	11.47	11.81
12	11.36	11.70	12.05
15	11.53	11.88	12.24
20	11.78	12.13	12.49

ATTACHMENT 2

**GULL LAKE COMMUNITY SCHOOLS
Secretarial Grievance Form and Procedure**

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

THE CLAIM: Cite the section and page of the contract, which has been violated.

Section: _____ Page: _____

Give the remedy being sought: _____

Give the name and position of the person filing the grievance:

Step One - The Building Level: The employee with a grievance shall discuss the matter with his/her immediate supervisor or principal with the object of resolving the matter informally.

Conference: Parties present _____

Disposition of the supervisor or principal: _____

Signature: _____ Date: _____

Disposition of the grievant after the conference:

Step Two - The Personnel Level: In the event that the employee is not satisfied with the disposition of his/her grievance at Step One, he/she shall file, or have the Association file, within five (5) working days the grievance with the Director of Operations who shall have five (5) working days after receipt to issue a decision.

Date filed with the Director of Operations: _____ Initials of the Director: _____

Disposition of the Director of Operations: _____

Date returned to the Association: _____ Initials of the Association Member: _____

Step Three – The Superintendent’s Level: In the event that the employee is not satisfied with the disposition of his/her grievance at Step Two, he/she shall file, or have the Association file, within five (5) working days the grievance with the Superintendent of Schools who shall have ten (10) working days in which to reply.

Date filed with the Superintendent: _____ Initials of the Superintendent: _____

Disposition of the Superintendent: _____

Date returned to the Association: _____ Initials of Association Member: _____

Step Four – The School Board Level: In the event that the employee is not satisfied with the disposition of the grievance at Step Three, he/she shall within five (5) working days ask for the Superintendent to place it on the School Board Agenda, which will be done within thirty (30) days. The Board will have thirty (30) days to respond. If the response is unacceptable to the grievant, he/she shall submit the grievance to the Michigan Labor Mediation Board for mediation.

Date appealed to the Board: _____ Initials of Association Member: _____

Date returned to the Superintendent: _____ Initials of the Superintendent: _____

Date of the Board Hearing: _____

Disposition of the Board: _____

Board President’s Signature: _____ Date: _____

The original copy shall be returned to the Association within two (2) weeks of the Board’s decision. A photocopy will be kept by the Superintendent of Schools.

Date original copy was returned to the Association: _____

Signature of Association Member: _____

Step Five – The Mediation Level: Appeal to the Michigan Labor Mediation Board for mediation.