

MASTER AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE GIBRALTAR SCHOOL DISTRICT
AND
THE SUPERVISORS AND ADMINISTRATORS OF THE
GIBRALTAR SCHOOL DISTRICT

July 1, 2021 to June 30, 2023

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ARTICLE 1 - RECOGNITION

The Board recognizes SAGSD as the exclusive bargaining representative for the personnel employed in the following positions:

All Principals; Assistant Principals; Athletic Director, Supervisor of Building and Grounds; Supervisor of Transportation; Director of Virtual Learning; 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 and any Central Office Administrative Position.

An Emergency Manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided by law.

DEFINITIONS

- A. 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.
- B. Whenever the term "School" is used, it is to include any work location or functional work division.
- C. Whenever the term "Administrator" is used, it is to include the bargaining unit personnel of any work location or functional work division.
- D. Whenever the term "Superintendent" is used, it shall include only that person and not his/her designees.
- E. Whenever the term "designee(s)" is used, it shall include those parties so authorized to act in place of the Board or the Superintendent.
- F. Whenever the term "Board" is used, it shall refer to the Board of Education only.
- G. Whenever the term "Central Administration" is used, it shall mean the administrators excluded from coverage of this Agreement.
- H. Whenever the term "parties" is used, it shall mean the employer school district or its designee and the SAGSD.

ARTICLE 2 - GRIEVANCE PROCEDURE

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:

- A. 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/her grievance in the following manner:

- B. Should the grievance not be resolved informally, within ten (10) 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/her designee shall have ten (10) working days after receipt of the written grievance to submit his/her answer and the reasons therefore in writing to the grievant.
- C. If the grievance is not settled at the Superintendent's level, the matter may be referred to the Board of Education, by SAGSD, within ten (10) 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 Personnel and Negotiations Sub-committee of the Board shall meet with the aggrieved and SAGSD representative(s) and give their disposition to the employee or the Union within ten (10) working days from said meeting.
- D. 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/her 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

- E. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of violations of the specific article and sections of this Agreement.
 - 1. He shall have no power to add to, subtract from, disregard, alter, or modify the terms of this agreement.
 - 2. He shall have no power to establish salary schedules or fringe benefits or change any salary schedules or fringe benefits.
 - 3. He shall have no power to rule on any of the following:
 - a. Any claim or complaint subject to the procedures specified in the Teachers' Tenure Act (Act IV, Public Act, Extra Session of 1937 of Michigan, as amended).
 - b. 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 15 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.
 - c. Any provisions of any constitutional, statutory or common law in the resolution of any grievance or any prohibited topic of bargaining.

- d. Disputes and unresolved grievances concerning the disciplining or discharge of employees who violate the No Strike provisions of this Agreement.
 - e. He shall have no power to change any practice, policy or rule of the Board not to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. The arbitrator's 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/she 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.
 - 1. There shall be no appeal from an arbitrator's decision, if within the scope of his/her authority, as set forth above. It shall be binding on SAGSD, the grievant, Administrators, and the Employer.
 - 2. 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.
 - 3. Either party may use an attorney during the grievance procedure.
- F. All the 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. Failure at any step of this procedure by the District to communicate the decision of a grievance within the specified time limit shall permit the lodging of an appeal at the next step of this procedure.

ARTICLE 3 - 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 judgment 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 4 - 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 5 - REVIEW OF PERSONNEL FILES

- A. Each Administrator shall have the right, upon request, to review the contents of his/her 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/her personnel file subject to excluding privileged information as hereinafter defined. The Administrator shall acknowledge that he/she has read and received a copy of such material affixing his/her signature and date of the actual copy to be filed with the understanding that such signature merely signifies that he/she has 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/her 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. No material relating to an Administrator's personal life which is unrelated to his/her work or positions shall be placed in his/her personnel file.
- F. Privileged information, such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review.
- G. Records of grievances filed shall not be included in the Administrator's personnel file.

ARTICLE 6 - MEETINGS

The Superintendent and the SAGSD may meet as needed during the school year, upon the request of either party, to discuss matters of mutual concern.

ARTICLE 7 - 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/her building. Any determination shall be made in conformance with Board policies regarding the classification and promotion of pupils.

ARTICLE 8 - WORK ASSIGNMENTS

Subject to the approval of the Superintendent, each Administrator in charge of non-certified personnel will have the right to make determinations regarding the work assignments, duties, and function of such personnel within his/her supervision. Such assignments, duties, and functions will be in accordance with Board policy and 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 employee regarding his or her assignment will not proceed above the building level except through the recognized grievance procedure.

ARTICLE 9 - SENIORITY

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 SAGSD, except those years which are interrupted by resignation from the district.

ARTICLE 10 - JOB SECURITY

Professional Conduct. The Administrator agrees to perform the employment duties and function in a manner that encourages quality in the educational process and fulfills the standard of professional conduct.

Probationary Period. It is hereby understood and agreed that all new Administrators in the unit shall serve a probationary period of three (3) years. Said Administrators shall be evaluated during the probationary period and a satisfactory evaluation is necessary for continuation of employment as an Administrator. The absence of such evaluation during the Probationary Period signifies that his/her performance is satisfactory and employment will continue.

ARTICLE 11 - 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 12 - BOARD RIGHTS

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.

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 13 - 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 or she supervises, that such citizen shall be directed to first discuss the matter fully with the Administrator involved before the Superintendent, Central Administrator or the Board passes judgment 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 14 - 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 15 - COMPENSATION, HOURS AND WORKING CONDITIONS

- A. Work Year. The work year shall be defined in Article 18.
- B. Work Day. The normal work day for Administrators shall be commensurate to the time and duties involved with individual job classifications.
- C. Compensation. The salaries for the term of this Agreement are set forth in Article 18. The following statement is not subject to the grievance procedure: In compliance with Section 164h(1)(d) of PA 108 of 2017 and section 1250 of the Michigan Revised School Code, the Board will implement a policy that will include job performance and job accomplishments as a significant factor in determining compensation.
- D. Working Conditions. In order to develop a sound working relationship between all parties, it is mutually agreed that:
 - 1. The Board shall allow Administrators input into the selection of other administrative positions including Central Office Administrative positions.
 - 2. Administrators are free to take vacations at times of the year which will be mutually agreed to by the Administrator and the Superintendent.
 - 3. 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.

4. The Administrators should initiate upward communications with the Superintendent according to the staff or line chart. Each Administrator has the right of appeal, but only having exhausted his/her primary step to his/her immediate supervisors. Also, the Administrator should communicate to his/her superiors the attitudes, opinions, ideas, and suggestions of his/her professional subordinates, since it is here that significant progress can be made, if management clearly understands their concerns.
5. The Administrator must accurately and positively represent the Board and the Superintendent and take their direction from that office according to the staff or line chart.
6. 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.
7. An Administrative Cabinet should be maintained for the purpose of advising and participating in decision-making at the administrative level.
8. When any new jobs are created, the wages, hours and working conditions will be posted.

ARTICLE 16 - 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. Insurance. The Board shall provide the employee a choice between the MESSA ABC Plan 1 and MESSA Choices II \$500/\$1000. The District shall continue 80/20 premium share for the unit for the term of this agreement.
 1. MESSA ABC Plan 1 and ABC Rx - District will contribute \$1,125/\$2,250 toward the Health Savings Account (this contribution is also subject to the 80/20 share).

CHOICES II \$500/\$1000 \$20/\$25/\$50 with Saver Rx and 0% Co-Insurance
 2. \$100,000 group life insurance protection policy. Optional plans for additional coverage at the member's expense will be made available, subject to terms of the underwriter.
 3. Long-term Disability Insurance with a maximum monthly benefit of \$7,000, Alcohol/Drugs - 2 years, Mental/Nervous - 2 years, 70%, Freeze on offsets a sixty (60) calendar day wait.
 4. A 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 the agreement.

5. A vision service plan, VSP-3 or comparable to MESSA Plan 3 with the following modification which reimburses the employee 100% of his/her covered expenses associated with the eye care for himself and covered dependents, not to exceed \$250.00 per individual, and \$500 maximum per family, per year.
- C. All employees while under the income protection program as defined in this article shall be entitled to all employee benefits listed in B. Prior to the end of the one year of short term disability, the employee is required to file for Social Security Disability Benefits and to submit proof of filing to the Superintendent or his designee. Health insurance will be terminated at the end of the one year on short term disability.
- D. Eligibility for and coverage of any insurance benefit shall be subject to the rules and regulations of the underwriter(s) and/or carrier(s). There shall not, however, be double coverage of health benefits provided to the employee and other covered individuals. Eligible employees not opting for health benefits under this section shall receive payment of \$2000.00 per year toward a tax-sheltered annuity or cash in lieu pursuant to Board policy.
- E. During the life of this Agreement, the Union and the Board, through their respective designees, may review the plans outlined in Section B, above, and agree to revise the package so that it is less costly to the parties. The District shall provide members of the bargaining unit with access to a Board approved flexible benefit plan to allow members to pay all or part of their premium shares with pretax income, to the extent permitted by law. Any amount of any premium (for each Administrator's coverage) not payable by the District as set forth in this Agreement shall be paid by the Administrator by having the Administrator's share deducted from his/her pay check, whenever possible. The District shall make such deductions without having to obtain prior written authorization from the Administrator.
- F. Each member of the bargaining unit shall be entitled to all leave days and leave of absence with or without pay, as defined in the Teachers' Contract.
- G. The Board shall pay full salary and benefits for employees selected for Jury Duty days in accordance with Board policy.
- H. 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.
- 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 \$1,800 dollars per year.
- J. One professional dues membership to State or National educational organizations which have nothing to do with labor relations shall be paid by the Board for each member each year. Should a bargaining unit 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. There shall be no substitute teaching by Administrators except in cases of emergency, or as deemed necessary.
- L. An annual vehicle usage stipend of \$500 shall be paid at the end of the school year.

M. Maintenance Director will receive \$250.00 per month for a car allowance for the use of a personal car.

ARTICLE 17 - 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, 2023.

The terms and conditions shall apply to all members of SAGSD employed by the Gibraltar School District on the date of ratification and any new employees during the life of this agreement.

BOARD OF EDUCATION OF
GIBRALTAR SCHOOL DISTRICT

SUPERVISORS AND ADMINISTRATORS
OF GIBRALTAR SCHOOL DISTRICT

Rod Green, Chief Negotiator

Jessica Shultz, High School Principal

Amy Conway, Superintendent

Eric Cassie, Middle School Principal

Date

Date

ARTICLE 18 – CLASSIFICATIONS, SALARIES, WORK YEAR, VACATION, HOLIDAYS

A. **CLASSIFICATIONS**

Each Administrator shall be placed at a level in accordance with the following schedule, to the extent the position exists as the employee's primary assignment:

Level 1
High School Principal

Level 2
Middle School Principal

Level 3
Elementary School Principal
Assistant High School Principal/Athletic Director
Dave Anderson, Danielle Zachary grandfathered on Level 3 as long as they stay in current position.

Level 4
Assistant Middle School Principal/Athletic Director
Virtual Principal/Assistant HS Principal
Assistant HS Principal

Level 5
Director of Operations (Maintenance, Grounds, and Transportation)

Level 6
Assistant Director of Transportation

B. SALARIES

2021-22

Step	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
1	\$108,120	\$102,681	\$97,243	\$95,827	\$68,972	\$44,554
2	\$110,174	\$104,759	\$99,344	\$97,898	\$72,156	\$47,227
3	\$112,229	\$106,837	\$101,444	\$99,967	\$75,869	\$49,267
4	\$114,284	\$108,448	\$102,613	\$101,572	\$79,230	\$51,910
5	\$116,338	\$110,813	\$105,287	\$103,929	\$82,588	\$54,641
6	\$120,714	\$115,396	\$110,079	\$108,370	\$86,784	\$57,043

2022-23

Step	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
1	\$110,282	\$104,735	\$99,188	\$97,743	\$71,041	\$45,445
2	\$112,378	\$106,854	\$101,331	\$99,856	\$74,320	\$48,172
3	\$114,473	\$108,974	\$103,473	\$101,966	\$78,145	\$50,252
4	\$116,570	\$110,617	\$104,665	\$103,603	\$81,607	\$52,948
5	\$118,665	\$113,029	\$107,393	\$106,007	\$85,066	\$55,734
6	\$125,542	\$120,012	\$114,482	\$112,705	\$90,255	\$59,325

Current employees as of October 1, 2021 will receive a \$600 one-time off-schedule payment to be paid on December 3, 2021 payroll.

\$500 additional stipend for GSRP oversight at the Rockwood building

For Employees with a MA Degree + 15 credit hours

Annual stipend \$1,200

C. WORK YEAR

Except as modified below, all employees represented by SAGSD 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.

1. Levels 1, 2, 3, 4. Employees in these pay levels are to be scheduled to commence their work year three (3) weeks prior to the start of the teachers first scheduled work day and conclude two (2) weeks after the teachers last scheduled work day.
2. Level 5, 6. The work year for employees in these classifications shall commence the first workday of July and end the last workday of June each year.
3. All Levels. Additional pensionable stipend of \$2500 will be paid to each bargaining unit member in recognition of extra responsibilities required in their administrative positions.

D. VACATION

1. Level 5 and 6 Administrators shall be entitled to annual vacation as follows:
 - a. First year of service as an Administrator Two (2) Weeks
 - b. Upon completing two (2) years of service as an Administrator Three (3) Weeks
 - c. Upon completing five (5) years of service as an Administrator Four (4) Weeks
2. The Superintendent, after given 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.
 - a. Upon given 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 canceled.
 - b. Building Principals may be called in to handle emergency situations within buildings during vacation periods.
 - c. The Association 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.

E. HOLIDAYS

Level 1, 2, 3, and 4 employees shall be scheduled off on the recesses and holidays as defined in the adopted yearly teacher calendar. As defined by their administrative position, administrators are responsible to cover school events regardless of the calendar. These days are not considered work days for work year calendar. (For example, work year calendar for HS Principal would be 183 teacher workdays, 15 days before, 10 days after = 208 workdays).

Level 5 and 6 employees shall have the following holidays with pay:

New Years' Day	Thanksgiving Day
Good Friday	Day after 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. Level 5 and 6 Administrators shall be entitled to either the Friday before Labor Day or one day of mid-winter break as a paid holiday as long as instructional day is not scheduled for students.