MASTER CONTRACT

# Grand Blanc Clerical Association

**July 1, 2025 - June 30, 2027**

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## ARTICLE I
## RECOGNITION

A. The Board of Education recognizes the Grand Blanc Clerical Association (an affiliate of the MEA as the exclusive representative of the regular full-time and regular part-time secretarial and clerical employees, namely employees who hold assignments in the areas such as those listed below:

**Secretary I**

- Secretary to High School Building Principal (12)
- Secretary to High School Athletic Director (11)
- High School Guidance Secretary or Secretary to Guidance Office (12)
- Secretary to Director of Innovative Programs Virtual (11)
- Secretary to Director of Innovative Programs Perry (11)
- Secretary to Middle School Principal (11)
- Secretary to Elementary Building and Principal (11)
- Secretary to Director of Maintenance (12)
- Secretary to Director of Transportation (11)
- Secretary to the Director of Special Education (11)
- Children's Garden (11)
- High School Records Clerk (12)

**Secretary II**

- High School Assistant Administrator/Principal Secretary (12)
- Middle School Assistant Administrator/Principal Secretary (11)
- High School Office Secretary (11)
- High School Office Secretary x 2 (10)
- High School West Secretary (11)
- High School West Secretary (10)
- Middle School Athletic Secretary (11)
- Middle School Guidance Secretary (11)
- High School Attendance Secretary (10)
- Middle School Attendance Secretary (11)
- Special Education Secretary (11)
- Children's Garden (11)
- Library Technician (10)

The District shall notify the Association, in writing, at least five (5) working days prior to the effective date of any elimination, reduction, or revision of duties and/or responsibilities for an existing position. Such notification shall include a detailed explanation of the changes and their impact on affected employees. Any modifications shall be documented through a Letter of Understanding and appended to Appendix B of this Agreement.

B. For the purposes of this contract, the term "Association" shall mean the Grand Blanc Clerical Association and the term "employee" shall include all employees as defined in Paragraph A above, excepting:

1. Temporary employees and substitutes.

2. Those who serve in a capacity as "executive secretaries", namely the Secretary to the Superintendent of Schools, the Secretaries to the Assistant Superintendents of Schools, Business Manager of the Grand Blanc Community Schools, Director of Curriculum, and the Labor Relations Consultant, and classified Accountants.

3. Students.

C. Only employees who are assigned more than twenty (20) hours per week on a regular basis are eligible for fringe benefits. Employees assigned less than twenty (20) hours per week on a regular basis shall be eligible for no fringe benefits other than pro-rata compensated leave time.

D. The parties mutually agreed to work collaboratively together when issues arise around employees being given additional work that may take them outside of their original classification (i.e. Secretary I to Secretary II or vice versa).

## ARTICLE II
## BOARD RIGHTS AND RESPONSIBILITIES

A. The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this contract. This contract shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the employer, but not in conflict with the specific provisions of this contract.

2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this contract.

3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein, but not in conflict with the specific provisions of this contract.

4. Adopt rules and regulations, but not in conflict with the specific provisions of this contract.

5. Determine the qualifications of employees, but not in conflict with the specific provisions of this contract.

6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities, but not in conflict with the specific provisions of this contract.

7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies, but not in conflict with the specific provisions of this contract.

8. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations, but not in conflict with the specific provisions of this contract.

9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, but not in conflict with the specific provisions of this contract.

10. Determine the policy affecting the selection of employees, but not in conflict with the specific provisions of this contract.

Nothing contained herein shall be considered to 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.

## ARTICLE III
## ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Association shall have the right to use building facilities consistent with Board policy.

B. The Association shall be able to have reasonable use of school mail service.

C. If TB tests are required by law, the Board shall attempt to provide a clinic through the Genesee County Lung Association Health Service. If this is not available, the Board shall pay up to $2 toward the cost of the TB test.

D. No employee shall be reprimanded, disciplined, demoted, or discharged without just cause.

E. If an employee is complained against or sued by reason of action taken by the employee while discharging his/her duties, except in the case of corporal punishment, the Board will provide protection as defined in the then existing Board liability policy.

F. Any member of the Association who is involved in any multi-district, regional or state meeting of their Professional Association will, if feasible from a practical standpoint, be excused to attend such meetings without loss of pay, provided approved coverage for the employee involved shall be furnished, where needed, by the Association and without cost to the Board.

Attendance at other conferences, which are designed to improve employee performance, skills and abilities, and of subsequent benefit to the School District, may be authorized by submitting conference requests through established procedures. In the event the applicant has established the benefit to the district, absence not to exceed one day, or portion thereof, may be authorized without loss of pay.

G. In the event the contemplated schedule of ten (10) or eleven (11) months is extended to more than ten (10) or eleven (11) months, the individual or individuals will work the established schedule and will be given an option for the next available opening consistent with his/her preference for duration of work schedule. Written preference for duration of work schedule must be filed within two (2) consecutive weeks of notification of the change to an extended schedule.

H. The school clerical staff does not enjoy certain protections or authority afforded under the certification process required of teachers and administrators and are therefore discouraged from attempting to deal directly with pupils in areas which normally come under the jurisdiction of the certified staff, i.e., discipline, counseling, dispensing of authorized medicine, work permits, etc.

Only upon an annual written directive from the superintendent, principal or supervisor shall a member of the clerical staff assume responsibilities normally delegated to members of the certified staff.

Clerical staff that are given the directive to assume the responsibility of dispensing medication will be given proper training to administer medication.

I. When weather and/or road conditions make it necessary to close school, employees shall not report to work. Provided the state continues to allow the school district to not make up the "Act of God" days without a reduction in state aid, employees shall be paid for the "Act of God" days.

Employees shall not be paid for Act of God days which are required to be made up. Employees shall be required to work any rescheduled AAct of God@ days and shall be paid their regular rate of pay for such rescheduled days. Compensation time may be granted.

Part time employees will be paid for their scheduled hours if the inclement weather falls on their scheduled workday.

If an administrator requests an employee to work on an AAct of God day, the secretary will be paid time and one half his/her regular rate of pay for hours actually worked on that day.

If the state changes the current law on weather days, this provision will be subject to re-negotiation between the parties.

J. The Board agrees to provide a payroll deduction plan. (1) It is understood that those wishing to enroll, make changes (once enrolled), or drop from participation, in turn, shall furnish all necessary information, forms, authorizations, etc., to the Business Office of the Grand Blanc Community Schools; (2) Once enrolled, the Business Office of the Grand Blanc Community Schools shall not be required to make more than the one change during the school year. Request for more than one change, due to extenuating circumstances, shall be in writing and shall be approved, if a reason satisfactory to the employer is provided.

K. During the school year the Association President, or his/her designee, will be given two (2) work days with pay for Association business. Said days shall be scheduled and used at the discretion of the Association President. Additional time may be granted by the Deputy Superintendent should the seriousness of the situation warrant. The additional GBCA board members as a group will be allotted a cumulative total of 16 hours of work time during student days for association business and an additional 24 hours of work time on non-student days for association business. The association is responsible for the cost of substitute coverage for time used on student days.

L. The school district shall comply with Federal and State mandates governing non-discrimination. This would include any Federal or Michigan legally protected status.

M. The school district shall provide liability coverage to school employees engaged in school related activities. The terms and conditions of the liability insurance coverage shall be defined by the liability carrier.

## ARTICLE IV
## SENIORITY

A. Employees shall be regarded as probationary employees until they have completed the ninety (90) calendar day probationary period. There shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged during this period.

B. In order to acquire seniority, a new or re-hired employee must be hired as a full-time employee, and must complete ninety (90) calendar days of employment, uninterrupted by layoff or leave of absence. In the event a temporary employee is temporarily laid off and reinstated, and acquired ninety (90) calendar days of employment within one hundred and twenty (120) days of the employee's date of hire, seniority shall be established as of ninety (90) days prior to the day the employee completes the probationary period. Part time employees shall accrue seniority at half the rate of full time employees. Part time employees scheduled to work less than 24 hours each week shall accrue seniority at half the rate of full time employees.

C. Seniority shall be by classification groups and by total length of service in any or all classification groups of the school system as represented by the Association.

D. An employee shall provide not less than two (2) weeks written notice prior to voluntary separation of employment. In the event of the establishment, elimination or change of classification, or reduction in workforce, which would result in the permanent layoff of any employee, not less than three (3) weeks written notice shall be provided to the employee prior to the intended date of separation of employment.

E. When the District deems it necessary to lay off employees, the District shall have the following options:

1. Laying off the least senior employee in the affected classification.

    a. Allowing that employee to exercise seniority in the next lowest paying classification for which the employee is available, qualified, and has the present capability and physical ability to perform the work.

    b. Employees reduced in classification shall have the first priority to fill a vacancy in the classification which they formerly held. If no position exists to which the employee may be assigned (in accordance with a. above), the employee shall be laid off.

    c. Laying off the lowest seniority employees.

**OR**

2. Laying off the least senior employee in the affected classification:

a. Assigning that employee to any lower classification in the bargaining unit. The employee shall be paid at a level not more than one classification lower than the previously assigned classification in which the employee held a position. In no instance will the employee assigned to a new classification be paid at a level below the newly assigned classification.

b. If no position exists to which the employee may be assigned (in accordance with a. above), the employee shall be laid off.

3. Promotions which, when vacated, would result in promotions for an employee affected by layoff will be treated as vacancies. Such positions shall be posted and employees affected by layoff will be considered for placement in these positions on the same basis as other members of the bargaining unit.

4. Employees reduced in classification shall have the first priority to fill a vacancy in the classification which they formerly held.

5. In the event of a reduction in work hours for a job within a given classification, an employee with greater seniority may be re-assigned within the same classification to maintain the maximum number of hours.

6. A laid off employee shall, upon application and at his/her option, be granted priority status on the substitute list.

7. Laid off employees may, if allowed by the insurance carrier, continue their health insurance benefits by paying the monthly rate specified by the carrier for the period of time allowed by the carrier under Cobra.

8. While there are employees on layoff with seniority in a classification, no new employees shall be hired into that classification (unless an employee has declined the job offer for reasons that are acceptable to the employer).

9. Employees on layoff shall retain their seniority for the purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this agreement.

F. Recall shall be in seniority order provided that the employee to be recalled is qualified and has the present capability and physical ability to satisfactorily perform the work (without further training).

G. Upon recall to the position, there shall be no loss of seniority. Seniority shall be broken if the employee refuses to return to work in a position similar to that formerly held. There shall be no loss of seniority if the employee is offered and accepts another clerical position in the school system.

H. The transfer, assignment and/or promotion of the employees shall be the sole responsibility of the Board, subject to the following:

1. It shall be the policy of the Administration to cooperate with employees who desire transfers to new positions or vacancies which may occur in the school system in their areas of employment when the employee has shown they have greater ability, experience, training and/ or capability required for the new assignment or promotion than other candidates. Promotion/Step Progression Clause: In the event of an internal promotion within the clerical bargaining unit, the employee will remain on their current step of the pay scale, ensuring that no reduction in salary occurs.

2. Notice of vacancies, openings and/or new positions shall be prepared and posted using the district approved electronic job posting platform. All postings will be shared internally through the district email system. In the event no applications for the position so posted are received by the Personnel Office within seven (7) days of such posting, such position shall be filled without further obligation or consideration to the Association. Upon request, and at reasonable intervals, the name, salary, and effective date of placement within the bargaining unit will be provided to the Association President (or in her absence the Vice President) as the vacancy is filled.

3. The ability, experience, training and capability of all applicants or candidates shall be reviewed and considered by the Administrators involved. In cases where above factors are considered equal, preference shall be given in order of seniority by classification and/or seniority within the system, whichever bears the most relevance to the case involved.

4. Since the frequent transfer of employees from one school to another may be disruptive to the educational process and interferes with optimum performance, the parties agree that un requested transfers of employees are to be minimized and avoided whenever possible, and that no transfers shall occur for purposes of punishment. When, however, personnel are transferred by administrative action, reasons for the transfer will be presented when requested, in writing, by the employee.

I. Seniority shall be broken for the following reasons:

1. If the employee quits.

2. If the employee is discharged.

3. If the employee is absent for three (3) working days without properly notifying her immediate supervisor unless extenuating circumstances shall exist

4. The employee fails to report for work upon notice of a recall from a layoff (sent by certified mail or telegram to the last known address) within five (5) days of notice of recall. Extenuating circumstances for a failure to report will be considered and may result in reinstatement to the next available opening for which the employee is qualified.

5. The employee fails to report for work on the first regularly scheduled work day following a leave of absence, or fails to secure an approved extension of a leave of absence. The employee may be reinstated if absent without an extension of leave for no more than three (3) consecutive work days but presents a reason satisfactory to the employer for the employee's inability to secure an extension.

6. The employee falsifies personnel records or falsifies the reason for a leave of absence. (This provision shall not be retroactive beyond September 1, 1973.)

7. The employee is employed elsewhere during the leave of absence.

J. Should a continued, enforced absence, such as sickness, require an employee to be absent from his/her work over an extended period of time, the following considerations shall be applied:

1. Seniority shall continue to accumulate for a period not to exceed (90) calendar days.

2. After (90) calendar days continued absence, the job vacated may be filled permanently.

3. The seniority of an individual involved in an enforced and prolonged absence shall be reinstated provided he/she returns to work within a period of one (1) year, except that in no event shall this apply where the length of absence exceeds seniority accumulated at the time such absence began.

4. The obligation to re-employ an individual involved in an enforced absence extending beyond (90) calendar days shall be subject to the condition that an opening is available for which such individual may be qualified.

5. There shall be no obligation on the part of the Board to contribute to hospitalization or other fringe benefits beyond (90) calendar days. However, if the continued absence is due to workers' compensation, there shall be no obligation on the part of the Board to contribute to hospitalization or other fringe benefits beyond (180) calendar days.

6. Vacation benefits shall not accrue beyond one day per month worked during the fiscal year in which the prolonged absence occurs.

K. Each school year, on or before February 15, the Association President and Members shall be furnished copies of the seniority list. Challenges to that list may be made through March 15, of each school year and shall be resolved during that period by the Association President and a designee of the Board. Thereafter, the seniority list shall be considered valid and accurate, and shall be updated yearly by the Association President and a Board designee.

L. Employees on layoff shall be given preferences as substitutes for bargaining unit positions.

## ARTICLE V
## WORKING HOURS

A. For the purpose of computing the normal wage scale of all employees covered by this Agreement, the regular working day shall consist of eight (8) hours, exclusive of the lunch period, and the regular work week shall be forty (40) hours. Employees shall have an uninterrupted lunch break of not less than thirty (30) minutes between hours three (3) and six (6) of their workday.

B. For the purpose of computing "overtime" wages, all time worked exceeding forty (40) hours within one week shall be paid at one and one-half the regular hourly rate. All overtime necessary shall be equalized among employees as far as practical. **The parties may consider four (4), ten (10) hour days in the month of July where feasible with no overtime pay upon the approval of the administrative supervisor and the Deputy Superintendent.

If the building administrator approves the granting of compensatory time in lieu of overtime, and the employee accepts such, the compensatory time must be taken either within the same pay period or at a time when students are not in attendance, agreed upon by the building administrator and employee. This too, shall be computed at a rate of not less than one and one-half hours for each hour of employment for which overtime compensation is required.

C. Any such overtime worked, whether paid or compensatory, shall be authorized by the respective principal or supervisor. Any compensatory time off shall be used within a reasonable amount of time within the current school year.

D. Hours and conditions relating to "Holidays":

1. Employees shall be paid for the following "holidays" at their regular established rate when such holidays fall within their assigned "work year".

   July 4th, Friday preceding Labor Day, Labor Day, Thanksgiving Day and the Friday immediately following, Christmas Eve Day, Christmas Day, New Years' Eve Day, New Years' Day, Good Friday, President's Day, Martin Luther King Day and Memorial Day.

   To be eligible to receive wages for a "paid holiday", the employee must work the day immediately preceding the holiday and day immediately following the holiday unless excused for one of the days or portion thereof with permission of the Personnel Director. When unpaid leave is authorized for an employee, the last regularly scheduled work day shall be the last work day prior to the leave.

2. If an employee is on an approved (requires physician documentation) sick leave and is receiving sick leave pay on the day before and after a holiday, the employee will be paid for the holiday and sick days would be "non-chargeable" for the holiday involved.

E. Work year for ten (10), ten and one-half (10.5), and eleven (11) month employees:

1. Ten (10) month clerical employees' first day of work is the same date as the date specified as orientation day for teachers each school year. It shall include the same winter break, February and spring breaks as scheduled for teachers. The winter break, February and spring vacation periods, excluding paid holidays, shall be without pay unless the employee has accrued vacation time which may be applied. The work year shall end the same day as the teachers.

2. The work year for ten and one-half (10.5) month employees shall begin one week before school begins. It shall include the same winter break, February and spring breaks as scheduled for teachers. The winter break, February and spring vacation periods, excluding paid holidays, shall be without pay unless the employee has accrued vacation time which may be applied. The work year shall extend through the Friday, one week after school is out.

3. The work year for eleven (11) month employees shall begin on the first Monday in August, and shall extend through the last Friday in June. It shall include the same winter break, February and spring breaks as scheduled for teachers. The winter break, February and spring vacation periods, excluding paid holidays, shall be without pay unless the employee has accrued vacation time which may be applied.

4. The work years for ten (10), ten and one-half (10.5), and eleven (11) month employees as described, are subject to alteration by the employer.

5. 10-month employees come back to work on Opening Day
   11-month employees come back to work on the 1st Monday in the first full week of August

F. Relief Periods:

Employees shall be provided a fifteen (15) minute relief period for each four (4) hours worked. Relief times shall be approved by the employee's immediate supervisor. Relief periods shall be taken within the building at a time and in a manner that does not interfere with the efficiency of the work unit as determined by the immediate supervisor. The relief period is intended to be a recess to be preceded and followed by an extended work period; thus, the relief period shall not be used to cover an employee's late arrival to work or early departure, nor shall the relief period be regarded as cumulative if not taken.

## ARTICLE VI
## WAGES

A. The wages of employees covered by this Agreement are set forth in Appendix "A", which is attached to and incorporated in this Agreement. Such wage scale shall remain in effect during the period covered by this Agreement.

B. To be eligible for advancement on the wage schedule on July l, of each calendar year, an employee must have been employed prior to January l, of that calendar year.

C. If it occurs that an employee is engaged during normal working hours in negotiating on behalf of the Association with any representative of the Board, such employee may be released from his/her regular duties without loss of wages.

D. Any employee required to drive his/her car upon the request of a supervisor, shall be reimbursed at the per mile rate established by the Board of Education, provided the mileage rate is not reduced below current IRS rate.

E. The employer shall pay for the cost of workshops or classes when new skill acquisition is required for an employee to maintain his/her job.

## ARTICLE VII
## INSURANCE PROTECTION

**Click here to view the Employee Benefits Guide - Clerical**

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish all employees working twenty (20) or more hours per week the following insurance protection.

Employees hired **before** September 2004 are eligible for single, 2 person or full family medical, dental and vision insurance. The Board shall pay for 80% of the cost of medical coverage and 90% of the cost of dental, vision and long term disability coverage.

Employees hired **after** September 2004 are eligible for single medical, dental and vision insurance. The Board shall pay 80% of the cost of medical coverage and 90% of the cost of dental and vision. Employees may elect to buy up to 2 person or family coverage but will be responsible for the difference in premiums.

**Employees will contribute 10% towards their vision, dental and LTD premiums.**

A. Hospitalization and Medical Protection

1. It is agreed intent to provide hospitalization and medical protection to those on the clerical staff where such coverage is not provided through another source (i.e. protection provided by the employer of the spouse, etc.).

   **The Grand Blanc Clerical Association, beginning January 1, 2019, moved to a district self-insured coverage that instituted a Benefits Counsel Committee to review the utilization of any self-funded plan annually and make recommendations on coverage and future rates based on this data.**

   **The employer's subsidy shall be 80% of health care premiums not to exceed: $600 single person; $1350 two person; $1500 full family. These internal caps shall increase annually based on the percentage increase to the state hard cap.**

   **These internal caps will not apply to any self-funded health care insurance plan that the district administers.**

   **Beginning December, 2019, if the district administers a self-funded plan, $400 (single) and $800 (two person/full family) will be distributed to each member utilizing the insurance as an equalization from previous internal cap adjustments. This payment will be distributed annually in December.**

   Employees shall be eligible to participate in a Flexible Spending Account (FSA) approved by the district.

2. New Employees - Full time employees hired after September 2004 shall receive single subscriber insurance as listed above and paid by the district. If an employee needs greater than single coverage, the employee can pick up the coverage at the district group rates by paying the difference over the single coverage rates.

B. Long Term Disability Insurance

The Board shall provide, without cost to the employee, Long Term Disability Insurance assuring payment to the employee. In the event of long term disability, a monthly income equal to sixty-six percent (66%) of basic monthly earnings to age sixty-five (65) will be paid. The long term disability benefit will start after ninety (90) calendar days of total disability in accordance with the terms of said policy.

C. Life Insurance

The Board shall provide, without cost to the employee, a $l0,000 life insurance policy to age seventy (70). Upon reaching age seventy (70), such insurance coverage will be reduced by sixty-five percent (65%). Effective September l, l984, for employees working twenty (20) hours or more, but not taking health insurance, the following benefits will be provided:

$10,000 Life Insurance on Employee
$10,000 Life Insurance on Spouse
$ 5,000 Life Insurance on Dependents

If any portion of the insurance package is successfully challenged as unlawful, the parties will bargain a comparable package in coverage.

E. Vision Insurance

The above coverage shall be limited to those employees where such coverage is not provided without cost through another source. Should it be determined that vision protection through another source, as outlined above, is inferior to the vision coverage provided by the district, the Board shall provide coverage as described herein.

The Board reserves the right to self-insure vision benefits.

F. Dental Insurance

Full family dental insurance shall be provided to eligible members of the bargaining unit for the period of this contract. Coverage will be 75% co-pay of Class I, Class II, and Class III dental services to a maximum benefit of $1,200.00 per plan year, per family member.
Class III dental services are subject to a deductible of $50 Individual/$100 Family.

Any person covered by dental insurance provided by other employers shall be eligible for paid dental protection under this Agreement.

By way of express recognition and not limitation, the Association recognizes the Employer right to self-insure dental benefits so long as dental benefits are not decreased below those in existence on December 17, 1979.

G. Part-time Employees

Regular part-time unit employees who have entered the bargaining unit shall be eligible for pro-rata contribution to insurance premiums by the Board of Education. The Board shall only be obligated to contribute to an insurance premium a percentage equal to the status of the unit employee (i.e., 1/4 for 1/4 time employees, ½ for ½ time employees, 3/4 for 3/4 time employees.) (For example, if the cost of single subscriber health insurance is $100 per month, the half-time employee will pay $50, and the Board will pay $50.) If the employee does not pay his/her portion of the insurance, the school district is released from any obligation to make a like contribution.

Part time unit employees shall be eligible for pro-rated contribution for insurance benefits listed provided the insurance carrier allows. The unit employee must make an election during the normal open enrollment period (October 1-31). The election will remain constant for the year.

H. The above coverage is provided subject to the limitations and provisions currently in force in such policies.

I. Option Payment

Recognizing that this contract does not allow clerical employees to have double coverage on health insurance, the school district shall provide full time clerical employees not taking health insurance, an option payment of $2,500. The total yearly payment shall be made in December.

## ARTICLE VIII
## VACATION SCHEDULES

A. Those employed and assigned on a twelve (12) month basis shall be eligible for the following paid vacation benefits:
   1. *During the first year through fourth years - 10 days
   2. *During the fifth year and thereafter - 18 days

B. Those employed and assigned on an eleven (11) month basis shall be eligible for the following paid vacation benefits:
   1. *During the first year through fourth years - 10 days
   2. *During the fifth year and thereafter - 18 days

C. Those employed and assigned on a ten and one-half (10.5) month basis shall be eligible for the following paid vacation benefits:
   1. *During the first year through fourth years - 10 days
   2. *During the fifth year and thereafter - 14 days

D. Those employed and assigned on a ten (10) month basis shall be eligible for the following paid vacation benefits:
   1. *During the first year through fourth years - 9 days
   2. *During the fifth year and thereafter - 13 days

E. Those employed on a part-time basis shall be eligible for paid pro-rated vacation benefits.

*Reference to year is based on the employee's date of employment.

**NOTE:** Should the employee leave before completing the full assigned work year period, any vacation days "paid" but not "earned" shall be deducted from the final check.

F. Vacation periods to be arranged and/or designated after consultation with the employee by the administrators involved.

G. Vacation time shall be taken when school is not in session unless prior approval is granted by both the supervising administrator and the Superintendent or designee.

## ARTICLE IX
## SICK, BEREAVEMENT AND PERSONAL BUSINESS LEAVE

A. Sick and personal business days will be granted to all clerical personnel on the basis on one (1) day for each month employed (i.e., 10 month employees - 10 days, 10.5 month employees - 10.5 days, 11 month employees - 11 days, 12 month employees - 12 days) accumulative to 130 days*; the year's total sick days to be allotted at the beginning of each school year. In cases where the employee leaves the school system before the completion of the year, a deduction will be made from the final pay, if necessary.

Sick Days may be used as either personal business days, to a maximum of three (3) days yearly (deducted from sick days), not accumulative, or for sick leave.

*Not more than sixty-five (65) sick leave days shall apply to one consecutive absence. Any remaining balance above the sixty-five (65) sick leave days shall be reinstated as accumulated sick days at the time the employee returns to work.

Sick leave will be granted for the following reasons:

1. Illness or disability of the employee (a physician' statement may be required in cases where absence exceeds three (3) consecutive days).

2. Quarantine of an employee in case of contagious disease, such quarantine having been imposed by the health department.

3. Illness in the immediate family (up to 5 days) - the immediate family to be defined as parents, sisters, brothers, spouse, and/or children. Additional days, up to one-half the employee's sick leave at the beginning of each school year may be taken upon doctor's verification that a member of the employee's immediate family is ill and it is necessary for the employee to be in attendance to care for the immediate family member.

B. Up to three (3) consecutive funeral days not chargeable to accumulated sick days will be granted to an employee when death occurs to the following relatives of the employee (provided the employee attends the service): Spouse, parents, child, son-in-law, daughter-in-law, grandchild, brother, sister, grandparent, brother-in-law, sister-in-law, father-in-law, mother-in-law. If applicable, an employee desiring such funeral days shall make a written application to his/her building supervisor. An employee may be granted additional days at the Superintendent's discretion chargeable to sick day accumulation.

C. Personal business leave must be applied for in writing, with specific reasons in advance of the absence, for the supervisor's approval. If the matter is of an extremely personal nature, the individual shall state in the initial request, in lieu of specific reasons. One of the three (3) days allowable may be granted on such basis; however, the purpose must conform to items l. and 2. in this article.

Personal business will cover the following areas:

l. Court cases.

2. Legal personal business.

3. Other matters allowable at the discretion of the Superintendent.

No personal business days shall be granted immediately preceding or following a holiday or vacation period without cause satisfactory to the Board or its designated representative.

The Personnel Director may grant exceptions to the above due to extenuating circumstances without creating expectations or precedent.

D. Those employed on a part-time basis shall be eligible for pro-rated sick bereavement and personal business leave days.

E. Any clerical staff member whose illness or physical disability is caused by employment or occurs on the job, may be required to apply for Workers Compensation Insurance to receive full pay. A deduction of one day shall be made from the clerical staff member's accumulated sick leave for every day of paid sick leave or combination of sick leave and Workers' Compensation equaling compensation for one sick day. The parties agree that no clerical staff member is eligible to receive no more than 100% of his/her wages. Any clerical staff member eligible for and/or receiving Workers Compensation Insurance shall only receive from the District the difference between the Workers Compensation pay and their regular pay from the District.

The clerical staff member may elect one of the following to implement the above:

1. Upon receipt of the Workers Compensation pay, verify to the District the total amount received and then receive the difference in regular pay from the District when eligible for such benefits.

2. Request full regular pay and agree to return to the District an amount equal to Workers Compensation pay upon receipt or Workers= Compensation pay. This option allows uninterrupted pay and full retirement credit for clerical staff members.

F. Should a continued enforced workers compensation absence require an employee to be absent from his/her work over an extended period of time, the following shall be applied (the following shall be read in conjunction with Article IV, Section J, and Article IX, Section F shall not be read as cumulative but as running concurrently):

1. Seniority shall continue to accumulate for a period not to exceed (90) calendar days.

2. After 180 calendar days of continued absence, the job vacated may be filled permanently.

3. The seniority of an individual involved in an enforced and prolonged absence shall be reinstated provided he/she returns to work within a period of one (1) year, except that in no event shall this apply where the length of absence exceeds seniority accumulated at the time such absence began.

4. The obligation to re-employ an individual involved in an enforced absence extending beyond (180) calendar days shall be subject to the condition that an opening is available for which such individual may be qualified.

5. There shall be no obligation on the part of the Board to contribute to hospitalization or other fringe benefits beyond (180) calendar days.

6. Vacation benefits shall not accrue beyond one day per month worked during the fiscal year in which the prolonged absence occurs.

G. FAMILY MEDICAL LEAVE ACT

In addition to the contract, the FMLA (Family Medical Leave Act) provides eligible employees with up to 12 weeks of unpaid leave to care for a newborn, newly placed adopted or foster child, to care for a seriously ill child, spouse or parent and for the employee's own illness. A longer explanation of the FMLA is available from the Personnel Office.

The FMLA leave time runs concurrently with the contract leave time. In other words, FMLA time is generally not in addition to the leave time provided in the contract.

One important thing to note about both the contract and FMLA leave time is that both provide time off for medical and child care reasons. Medical documentation may be required for the medical time off and must be provided by the employee under both the FMLA and the contract. The exception is for adoption or foster care where other documentation may be required.

The FMLA provides some limited rights the contract does not. The FMLA provides up to 12 weeks of unpaid leave time for adoption or foster care. Board paid medical insurance must be continued during this time.

GRAND BLANC COMMUNITY SCHOOLS

Your Rights Under the
Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons for Taking Leave

Unpaid leaves must be granted for any of the following reasons:

- ✦ to care for the employee's child after birth, placement for adoption or foster care;
- ✦ to care for the employee's spouse, son or daughter; or
- ✦ for a serious health condition that makes the employee unable to perform the employee's job

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

**Advance Notice and Medical Certification**

- ✦ The employee may be required to provide advance leave notice and medical certification. Taking leave may be denied if requirements are not met.
- ✦ The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."

An employer may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

**Job Benefits and Protection**

- ✦ For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- ✦ Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.
- ✦ The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- ✦ Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- ✦ Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

- ✦ The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- ✦ An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement, which provides greater family or medical leave rights.

For Additional Information:

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

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FMLA information derived from:

*U S Department of Labor*
*Employment Standards Administration*
*Wage and Hour Division*
*Washington, D.C. 20210*
*WH Publication #1420*
*June 1993*

H. JURY DUTY

A clerical employee who is called and reports for jury duty shall be paid his/her full regular salary if he/she agrees to and does turn over his/her jury pay, less mileage, for school work days to the District.

In order to receive payment, the clerical employee must: (1) give the District prior notice that he/she has been summoned for jury duty, and (2) furnish evidence satisfactory to the District that reporting of jury duty was performed on the days claimed.

If the clerical employee is released from jury duty before the employee's normal workday is completed, the clerical employee shall report to work for the remainder of the day.

The clerical employee shall attempt to reschedule jury duty during vacation periods.

## ARTICLE X
## LEAVES OF ABSENCE

A. Employees may be granted a leave of absence upon application and approval of the Administration for the unusual circumstances which would prohibit the employee from working in his/her normal assignment. Such circumstances shall be evaluated and a determination made by the Superintendent, as to the granting of such leave.

B. No leave of absence shall be for more than a period of one year. All leaves shall be for a specific period of time. Upon termination of the leave period, the employee shall be given priority consideration for any available position similar to that which was vacated by the leave.

C. No increment credit, seniority credit, or sick leave credit shall be allowed during the period of leave. The exception to this shall be that seniority shall accrue on sick leave to a maximum of three months.

D. Upon return to work, salary shall be determined by placing the employee on the salary step attained at the time leave was granted, within the classification of the new work assignment.

E. An employee may be granted one of the following leaves, and only one type of leave will be granted per employee per pregnancy (multiple births will be considered one pregnancy):

1. A leave for the time period that an individual is incapacitated due to maternity related disabilities, which may include the use of sick days for maternity related disabilities and unpaid leave days, are not to exceed a maximum of sixty (60) calendar days. An employee returning from leave E. 1. shall be re-assigned to the same position, if it exists, or to the same classification as the one formerly held.

2. An unpaid leave for a period of up to one year.

F. Leaves are subject to all provisions stated in A. - E. The exception to this shall be that C. is not applicable to E. 1.

G. At the employer's sole discretion, leaves may be granted to employees because of a change in work schedule. Such leaves shall have a fixed return date and shall give employees a return right to their former position.

H. For reference information, refer to the Family Medical Leave Act.

## ARTICLE XI
## LONGEVITY

A. In addition to the salary as determined by placement on the salary schedule (Appendix "A" of this Agreement), an additional annual sum shall be pro-rated over the employee's contract period, in accordance with the following schedule.*

| | | |
|---|---|---|
| 1. | At the completion of nine (9) years | $600.00 |
| 2. | At the completion of ten (10-14) years | $750.00 |
| 3. | At the completion of fifteen (15-19) years | $900.00 |
| 4. | At the completion of twenty (20-24) years | $1000.00 |
| 5. | At the completion of twenty-five (25+) years | $1250.00 |

*Service as accumulated within those work areas represented by the GBSA-ESP.

Those employed on a part-time basis shall be eligible for longevity on a pro-rated basis. For example, half-time employees shall receive half of the longevity amount after nine, ten, or fifteen years of half-time employment.

In a situation where an employee has been employed both part-time and full-time, the part-time and full-time will be added together (half-time will be divided by 2 when going to full-time and full-time will be multiplied by 2 when going to half-time).

For example, if an employee was half-time for 10 years and went full-time, then the 10 years of half-time would count for five full years. If an employee was full-time for five years and went half-time, then the five full years would count for ten half-time years.

Such payment shall be disbursed in one check. The payment shall be in December.

B. In appreciation for services rendered to the school district, a terminal leave payment shall be given, except in case of discharge, in proportion to years of credited service in the District, as reflected in the seniority list. Notice of intent to terminate services shall be given as soon as practical and at least two (2) weeks prior to the termination of services. Such terminal leave payment shall be in accord with the following schedule:

| Completion | Amount |
|---|---|
| 10 - 14 years | $25.00 per year |
| 15 - 19 years | $35.00 per year |
| 20 years and more | $50.00 per year |

C. **Sick Day Buy out** - Employees with ten (10) years of service will receive the following Sick Day Buy out on separation:

| | |
|---|---|
| Up to 90 days | $25.00 per day |
| Maximum benefit is $2,250.00. | |

## ARTICLE XII
## GRIEVANCE PROCEDURE

Definitions

A. "Grievance" is defined as an alleged violation of the specific and express terms of this contract.

B. The "aggrieved person" is the person or persons making the claim.

C. The term "employee" includes any individual or group who is a member of the bargaining unit covered by this contract.

D. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

E. The term "days" shall mean either "calendar days" or "working days", whichever is indicated in a grievance procedure.

F. Written grievances, as required herein, shall include the following:

1. It shall be signed by the grievant or grievants
2. It shall be specific
3. It shall cite the section or subsections of this contract alleged to have been violated.
4. It shall contain the date of the alleged violation
5. It shall specify the relief requested.

Actual Procedure

A. Step One - Level One

1. Any employee having a grievance or one designated member of a group having a grievance, should first take the grievance up with the immediate supervisor involved, who will attempt to adjust it. If the grievance is not adjusted, the employee shall notify the Committee of the Association and they, together with the employee, during non-work hours, shall reduce the grievance to writing on forms provided by the Board. This shall be signed by the employee involved and one copy shall be given to the supervisor within ten (10) work days of the date of the alleged violation. A decision shall be rendered, in writing, within ten (10) work days.

2. In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) working days after presentation of the grievance, he/she may file an appeal of the disposition in writing with the Association Committee and with the supervisor involved. Within ten (10) working days of receipt of grievance, the Association Committee shall decide whether or not there is a legitimate grievance. If the committee decides there is a legitimate grievance, it shall immediately notify and process the claim with the highest administrative management under Step Two Procedure.

3. Any grievance not appealed from a decision at any step of this procedure to the next step within ten (10) working days of such decision shall be considered settled on the basis of the last decision and not subject to further appeal.

B. Step Two - Level Two

1. The Association Committee may file a Level II appeal which constitutes a request for a meeting with the highest administrative management upon submittal of the unresolved grievance or grievances in writing.

2. Within fifteen (15) calendar days from submittal of such a request, a meeting shall be arranged and a decision rendered, in writing, by a representative of the Board.

C. Step Three - Level Three

1. Any grievance not adjusted under Step One or Step Two, and the Association Committee believes it has grounds for appeal from the Administrative decision, the Chairperson of the Association Grievance Committee shall file with the Administration an appeal of the Level Two disposition on forms provided by the Board. Such an appeal shall constitute a request that an appeal hearing be established.

2. The case will then be considered by the Board, and an appeal committee will be designated by the Board, to consist of (a) the Board, as a whole, or (b) one or more designated members of the Board, and/or (c) two designated members of the Administration, at least one of whom has not participated in prior steps of the procedure. The Association shall be represented by the Representative Committee of the Association and the aggrieved employee, if so desired.

3. If a decision is not reached at this hearing, a decision will be furnished, in writing, to the Chairperson of the Association Committee within ten (10) working days after such hearing.

D. Step Four

1. In the event a grievance is not resolved at Step III, the Association may proceed to arbitration. The Association shall notify the Board of its intent to proceed to arbitration within ten (10) working days of the receipt of the Level III disposition. The arbitration procedure shall be conducted, including the selection of an arbitrator, in accordance with the American Arbitration Association rules.

   Written notice of appeal and the Union's intent to arbitrate shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, the basis on which such violations are claimed. No more than one (1) grievance may be submitted in one (1) arbitration proceeding, except by mutual agreement of the parties.

The employer and the Union recognize that arbitration is a complex and expensive process. To avoid disputes between the parties as to the role of the arbitrator, the following sections are agreed upon:

2. Powers of the Arbitrator - It shall be the function of the arbitrator and he/she shall only be empowered to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. His/her powers shall be limited by the following:

   a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

   b. Any award of wages made by the arbitrator based upon an alleged mis-computation of a paycheck shall be limited to ninety (90) calendar days immediately preceding the pay period in which the grievance was filed. Exception shall be made when an employee changes from one classification to another.

   c. He/she shall have no power to establish salary scales.

   d. He/she shall have no power to substitute his judgment for that of the Board as to the reasonableness of such practice, policy, rule or any action taken by the Board unless any policy, practice or rule is in violation of the Agreement.

   e. His/her powers shall be limited to deciding whether the Board has violated the express articles and sections of this Agreement and the enforcement thereof. He/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains the reserved rights of the Board.

   f. In the event a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

   g. He/she shall have no power to rule on State or Federal Law.

   h. He/she shall have no power to rule on probationary employee discharge.

   i. The arbitrator shall have no power to establish or change the provisions of insurance contracts and policies as defined by the carrier. His/her authority shall be limited to deciding if the employer is providing the insurance coverage as specified by this agreement and enforcement thereof.

3. There shall be no appeal from an arbitrator's decision; it shall be binding on the Union, its members, the Employees involved and the Board if within the scope of his authority as set forth above, subject to judicial review for exceeding his authority.

4. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other except those witnesses who are employees of the Board shall be released without loss of pay provided the Union will make every effort to reduce the number of witnesses called at any point in time.

5. Any grievance occurring during the period from the termination date of this Agreement and the effective date of a new Agreement may be filed but not processed to arbitration; such grievance shall be settled in negotiations. This shall not apply when both parties agree in writing to an extension of the contract. Such grievances shall be processed under the extension of the contract. Not with-standing the expiration of this Agreement, any grievance hereunder, timely filed may be processed until resolution.

6. In the course of investigation of any grievance, representatives of the Union will report to the supervisor of the building being visited and state the purpose of the visit immediately upon arrival.

7. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final disposition of the grievance.

8. Neither party shall be permitted to assert in arbitration any grounds, or to rely on any evidence, not previously disclosed to the other party. This provision does not preclude rebuttal testimony and/or evidence.

9. The Association may, at its option, elect to process grievances involving discharge in the following manner:

| | |
|---|---|
| Step 1 | Immediate conference within two working days with the Administrator responsible for discharge. |
| Step 2 | Appeal to Superintendent or his/her designee. |
| Step 3 | Arbitration in accordance with the expedited labor arbitration rules of the American Arbitration Association. |

The Board's liability for back pay shall be limited to one year's pay unless the arbitration award is appealed.

10. No decision in any case shall require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representative case.

E. The Board of Education and/or Administration shall have the right to initiate grievances at the Step II level and follow the grievance procedure as established.

F. This procedure shall not preclude the right of the individual to follow this procedure without representation by the Association at Level I, except that he/she shall in no event be represented by an agent, officer or other representative of any organization other than the Association; provided, however, that the relief granted shall not be in conflict with this Agreement and the Association shall be given opportunity to be present.

G. Both the Association and the Board recognize that the primary objective of both parties of this contract is to insure, protect, continue and improve the high quality of education in the Grand Blanc School District. This requires good relations and cooperation between the Board, the Administration and the Association to attain efficient and uninterrupted operation of the facilities and functions of the school system. This grievance procedure is established to provide a peaceful and orderly method for the resolution of disputes. The parties hereby agree to process all disputes subject to the grievance procedure in the manner set forth herein, and agree that no demonstrations, public release or displays of information, or any action tending to disrupt the normal operation of the school system, be initiated, participated in or condoned by either party in connection with such disputes until the grievance procedure has been exhausted.

H. The Association shall have the exclusive right to determine whether or not to allow a grievance (employee grievance) to be processed after Level I.

I. A grievance may be withdrawn at any level without prejudice or precedent.

J. If the Board and Association agree to a Level II, Level III, or Level IV grievance hearing during working hours, the grievant, the grievance chairperson, if such position exists, and the Association Chairperson shall suffer no loss of pay.

## ARTICLE XIII
## EVALUATION

A. The work performance of all clerical staff shall be evaluated in writing annually for the first three years of employment. Once the third year evaluation has transpired, the evaluating administrator may choose to evaluate the clerical staff once every three years, but may evaluate every year if deemed necessary. This evaluation shall be completed prior to March 15.

B. Evaluation shall be conducted by the employee's immediate supervisor.

C. A copy of the written evaluation shall be given to the employee at the time of the interview, or within ten (10) days.

D. A copy of the evaluation form will be provided to the Association prior to the publication of the form.

E. At the time of the evaluation, the employee may submit a written request and rationale for reclassification to the Assistant Superintendent for Operations Deputy Superintendent. The determination of the Assistant Superintendent for Operations Deputy Superintendent with respect to reclassification shall be reviewed with the President of the Association. The determination of the Deputy Superintendent shall be final.

## ARTICLE XIV
## NEGOTIATION PROCEDURES

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district, except that the Association shall not use or allow to be present, in any capacity, an officer of any rival labor organization, unless they are currently employed by the Board and an active member of the Association.

It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject to such ultimate ratification by both parties.

## ARTICLE XV
## AGENCY SHOP

**Voluntary Membership:**

A. Membership in the Union is not compulsory. Bargaining unit employees have the right to join, not join, pay dues, not pay dues, maintain or drop their membership in the Union as deemed by law. Neither party shall exert any pressure on or discriminate against any employee as regards to such matters.

B. Voluntary authorizations for payment of dues shall be in accordance with the Grand Blanc Clerical Association, MEA/NEA dues structure.

## ARTICLE XVI
## NEW JOB CLASSIFICATION AND RATE

A. In the event the Board establishes and places in use a new job classification, a temporary weekly rate shall be established by the Board, and written notice of the rate and job classification title will be furnished to the Association Chairperson.

B. If the Association objects to the proposed classification and/or wage scale, it shall so notify the Board in writing within the ten (10) days following the date of notice, and shall be subject to negotiations.

C. Upon agreement, or in the event the Board's classification and/or proposed wage scale is not objected to by the Association within the time limits, the wage scale and job classification shall be considered final and become a part of Appendix A.

D. Summer positions will be posted for all secretarial and clerical positions.

## ARTICLE XVII
## NO STRIKE - NO LOCKOUT

A. Union officials and Union members, individually and collectively, shall not, under any circumstances during the life of this Agreement, encourage, condone, cause, authorize or take part in any illegal picketing, work stoppage, sit-down, stay-in, slow-down, strike or any curtailment of work or interference with business operations in or about the Employer's premises or property.

B. If any employee or employees take part in any activity in violation of the above provision, any such action shall be cause for discharge or other discipline as established by the Employer. An employee who believes that discharge or other An employee, who believes that discharge or other discipline by the Employer concerning him was not justified, shall have recourse to the appropriate grievance procedure.

C. If any employee or employees represented by the Union should violate the intent of this Section, the Union will take positive measures to effect a prompt resumption or work.

D. The Employer agrees that, in consideration for the performance by the Union of its responsibilities herein defined, there will be no lockout during the life of this Agreement.

## ARTICLE XVIII
## INTERPRETATION OF AGREEMENT

A. **Waiver** - The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

B. **Entire Agreement** - This contract constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours or employment or other conditions of employment which shall prevail during the term of the contract. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. All matters or subjects not herein covered have been satisfactorily adjusted, comprised, or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver or breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

C. **Severability** - If any provisions of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. The parties shall meet and attempt to negotiate that portion of the contract that is unenforceable.

## ARTICLE XIX
## DURATION OF AGREEMENT

This Agreement shall be effective as of September July 1, 2025 and shall expire on June 30, 2027 at 11:59 p.m. It shall not be extended unless by written, mutual consent of both parties.

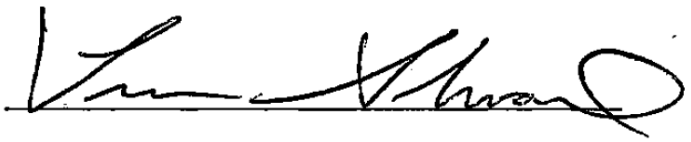
All monies within this contract agreement shall be retroactive.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto authorized.

**FOR THE UNION:**



**FOR THE EMPLOYER:**



**APPENDIX A**
**Pay Scale**

**Year 1: 2025-26 - One Step**
+ $500 stipend for previously frozen employees
+$1000 off schedule for current top step staff

**Year 2: 2026-27 - One Step**

| Step | Secretary 1 | Secretary 2 |
|---|---|---|
| 1 | 17.00 | 15.75 |
| 2 | 17.50 | 16.25 |
| 3 | 18.00 | 16.75 |
| 4 | 18.75 | 17.50 |
| 5 | 19.50 | 18.25 |
| 6 | 20.25 | 19.00 |
| 7 | 21.00 | 19.75 |
| 8/ TOP | 21.75 | 20.50 |

## APPENDIX B

Updated 07.01.2025

Letter of Understanding – Health Insurance

It is not the intent of the Grand Blanc Community Schools to, with regard to existing, full time clerical employees as of October 30, 2004, to change the eligibility for full family or two person health insurance coverage to single subscriber health insurance.

Those members who will be allowed under this letter of understanding are:

Baughan, Debra
Carroll, Jodi
Fish, Karen
Lahring, Susan

## APPENDIX C

Letter of Understanding – Work Hours

Clerical staff may work while school is not in session per authorization of the employee's respective principal/supervisor.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto authorized.

_____ _____

_____ _____