MASTER CONTRACT

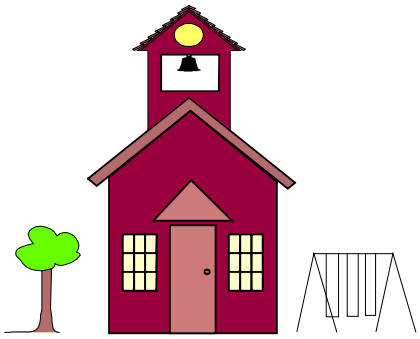
AGREEMENT

between

BENDLE BOARD OF EDUCATION

and the

BENDLE CLERICAL ASSOCIATION



July 1, 2026 - June 30, 2028

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RESOLUTION FOR AGREEMENT

This agreement entered into this first day of July, 2026 by and between the Board of Education of the Bendle Public Schools, City of Burton, County of Genesee, State of Michigan, hereinafter called the "Board" and the clerical personnel of the Bendle Public Schools.

WITNESSETH WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the Bendle Clerical Association, hereinafter called the "Association". As the representative of the clerical personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, it is hereby agreed as follows:

RECOGNITION

A. The Board hereby recognizes the Bendle Clerical Association as the exclusive bargaining representative for all clerical personnel paid by the Bendle Public Schools in placements K-12.

B. The Board agrees not to negotiate with any other organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any clerical personnel from presenting a grievance and have the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given the opportunity to be present at such adjustment.

C. The contents of this agreement may not be modified unless mutually agreed upon by both parties, in writing:

SECTION 1.01 - CLERICAL PERSONNEL DEFINED

Those individuals employed by the Bendle Board of Education who are not required to possess a teaching certificate, but who are hired for the sole purpose of providing clerical services. A regular full-time employee is one who is employed 40 hours per week.

A regular part-time employee is one who is employed less than 35 hours per week.

Effective July 1, 1998, any newly hired media personnel will not be classified with secretarial personnel and will not be a part of the Bendle Clerical Association. A substitute employee is one who is employed to fill a regular full or regular part-time position on a per diem basis while the regular employee is on leave.

SECTION 1.02 - SELECTION

Applicants shall appear for a personal interview and only after applicant has been evaluated, references checked, and other pertinent information verified by the Superintendent and/or "designee", shall applicant be considered for employment.

SECTION 1.03 - ASSIGNMENT

Building principals, and community education coordinators, shall be responsible for the work assignment of clerical personnel.

Whenever any vacancy in any clerical position covered by this contract or whenever any new position is created that would fall under this contract should occur, the Board will publicize same by giving written notice of such vacancy to each Association member, and providing school is still in session, post at each building as well.

No vacancy shall be filled, except in case of emergency on a temporary basis until such vacancy notice shall have been posted for at least fifteen (15) days.

SECTION 1.04 - WORK WEEK

A. Forty hours per week during the regular school year, and beginning on Monday following the close of school through the Friday of the week preceding the opening of school, thirty-five hours per week for regular full-time employees.

1. FOR INTERPRETATION: The week in which school closes is the week which teachers are dismissed. The week school starts is the week in which teachers are called back for any purpose.

B. Two (2) fifteen (15) minute duty-free coffee breaks per day will be scheduled and posted for clerical personnel.

C. A one-half hour duty-free lunch period will be posted in each building for each employee under this contract.

SECTION 1.05 - SALARY SCHEDULE

A. The weekly salary for the Building Secretaries, Attendance Secretary, will be determined on the following basis:

Level	**Time Worked**	**2026-2027**	**2027-2028**
Level I	1 day to 1 year	$18.00/hr.	$18.00/hr.
Level II	1 year, 1 day to 3 years	$19.55/hr.	$19.55/hr.
Level III	3 years, 1 day to 5 years	$21.72/hr.	$21.72/hr.
Level IV	5 years, 1 day and over	$24.01/hr.	$24.01/hr.

B. Secretaries to be compensated at a rate equal to time-and-a-half for required attendance at “Open House”, “Parent-Teacher Conference”, “Senior Night” and “High School Graduation” events when held outside of regular school/working hours. Required attendance to be determined by the Superintendent or Building Principal. “Open House” and “Parent-Teacher” conference events held during the normal school/working shall not result in additional compensation.

1. New employees will be required to serve a one (1) year probationary period. Such employees may be dismissed with written "just" cause.

2. Hourly wage for substitute clerical employees will be at the same hourly wage scale, which is paid to lunchroom noon hour supervision.
   a. Should a substitute be used for the same position in the same building for a consecutive two-week period, commencing on the eleventh working day, the hourly rate will be increased by fifty cents ($.50).

B. FRINGE BENEFITS

1. The Bendle Board of Education agrees to furnish, without cost to the employee a Forty Thousand Dollar ($40,000.00) Term Life Insurance Policy with Accidental Death and Dismemberment for full-time employees. This insurance protection will be furnished on a pro-rated basis for those employed for less than full-time.

2. The Bendle Board of Education agrees to furnish, without cost to the employee, a Long-Term Disability Plan coverage, as defined by the carrier. All sick days must be used before placing a claim on policy.

3. The Bendle Board of Education shall provide a full family Health Care Insurance. Payment of insurance premium will be for a full twelve-month period, commencing with September premium and concluding with the August premium each year. Employee contributions to medical premium will follow BEA contract defined hard-cap.

   There will be no dual health coverage. The employee may select health insurance from the Board or from another source, whichever coverage they want. Exceptions shall be granted where employee choice of coverage is not available. (For example, a member, whose spouse is required to take his or her employer's or union negotiated insurance package and is not permitted to decline coverage, may also take Board provided insurance.)

In lieu of health care insurance, the Bendle Board of Education will provide a cash benefit at the rate of $253.75 per month. Should the number of staff members participating in the cash benefit program not be adequate to provide a savings to the Bendle Schools, the cash benefit alternative will be eliminated.

4. The Bendle Board of Education will provide (at no cost to the employee) vision care for employee and eligible dependents as defined by the Bendle Public Schools Plan.

5. DENTAL INSURANCE - Commencing with the September premium and concluding with the August premium each year for clerks covered by the contract, subject to the limitations of the carrier, the Bendle Board of Education shall provide Dental Insurance in accordance with specifications of the Bendle Public Schools Plan. Dental insurance premium payments will terminate for any employee on Long Term Disability and/or for any employee who is on a leave of absence.

6. "Sick Days" are intended for use when an employee is unable to attend, due to illness and shall be used only for purposes outlined in the Earned

Sick Time Act. Administration reserves the right to require documentation from a physician should a pattern of suspicious use or timing of use comes into question. Sick days may not be used in place of days expected to be taken as vacation days.

Upon termination of employment in the District, bargaining unit members shall receive SIXTY DOLLARS ($60.00) for each unused Sick Leave Day up to a maximum of one hundred (100) days, provided that the bargaining unit member has accumulated at least fifteen (15) years seniority, per the bargaining unit's Seniority List.

In case of death while employed by the Bendle Board of Education, the above payment will be made to the deceased employee's beneficiary as listed on his/her group term life insurance benefit.

SECTION 1.06 - PAYMENT OF SALARIES

Clerical personnel will be paid bi-weekly during the term of their employment.

SECTION 1.07 - PAYROLL DEDUCTIONS

Deductions will be made according to Federal, State, and Municipal government laws.

Voluntary deductions include Sovita Credit Union and tax-sheltered annuities (programs as offered by the Bendle Board of Education).

SECTION 1.08 - VACATION AND HOLIDAYS

A. Holidays

1. All clerical personnel shall be granted the following days:

- Labor Day
- Thanksgiving Day (The day after if school is not in session)
- Christmas Eve and Christmas Day, the day after Christmas
- New Years Eve, New Years Day, the day after New Years Day
  (If Christmas and New Years are on a weekend, the day after will revert to an additional day before Christmas and New Years.)
- Good Friday and Easter Monday
- President's Day(s) *(If the regular school calendar is adopted as a day without teachers as paid holidays)*
- Memorial Day

- Independence Day

B. Vacation Allowance:

Vacations will be based upon each employee's anniversary date of hire. Unless otherwise arranged with the individual's immediate building principal, vacation will be taken during the time there are no instructional staff or students.

Vacation Allowance

Building Position	**After 1st Year**	**After 3 Years**	**After 5 Years**	**10 Years**
Elementary Middle School HS Athletics	5 days	10 days	15 days	18 days
High School	7 days	12 days	18 days	20 days

A secretary shall receive the total cash value (daily rate) for "unused" vacation days at the end of a school year. The decision to compensate secretaries for "unused" vacation days is dependent upon the district's financial budget and a general fund balance of no less than 16%. Secretaries shall be notified annually in writing of the district intent to compensate for unused vacation days. Notification shall take place following the first Regular Board of Education meeting in October of each school year.

SECTION 1.09 - INCLEMENT WEATHER

In the event of inclement weather which results in the closing of school for students and instructional staff, clerical staff will not report unless contacted by their administrator. Should clerical staff be required to report by the building administrator, they will be provided with compensatory time.

SECTION 1.10 - SICK LEAVE

A. Twelve (12) sick leave days will be granted each year with unlimited accumulation.

1. FIVE (5) of the above sick leave days may be used for personal leave each year. Personal leave days may not be accumulative.

A. Personal leave days shall not be granted either the day before or the day following paid holidays, vacation days and/or during

semester examination periods.

B. A secretary/clerk planning to use personal leave shall notify their building principals/coordinator in writing, at least five (5) calendar days in advance.

2. Granting of personal days without five (5) days written notice will be at the discretion of the building principal/coordinator.

3. Sick leave days may be used for sickness as outlined in the Earned Sick Time Act.

4. If a clerical employee finds it necessary to take a "docked" day because personal days have been exhausted, a written record of such will be made a part of the employee's personal folder.

A. In the event of a written record put in the employee's personal file, the employee has a right to be notified of such, be given a copy, and have the right of written response, to be included in the employee's personal file.

SECTION 1.11 - DEATH LEAVE

A maximum of five (5) days per school year will be allowed for death in the immediate family. Immediate family to be interpreted as husband, wife, children, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-parents, son-in-law, and daughter-in-law.

In the event of a death which is not defined above, a leave of absence may be granted, upon request, by the Superintendent at his discretion.

SECTION 1.12 - WORKMEN'S COMPENSATION

Clerical personnel who are injured in the line of duty shall receive such compensation and expenses as are prescribed by the Workmen's Compensation Law of the State of Michigan.

SECTION 1.13 - WORKING CONDITIONS

Clerical personnel will be granted the following work conditions.

A. Safety

1. Clerical personnel will not be required to enter an unsecured building alone.

2. Clerical personnel will be given written emergency procedures.

B. Health

1. Clerical personnel will be provided with a clean and safe working area.

SECTION 1.14 - TRAINING

Clerical personnel shall be granted paid training for new equipment and/or computer programs. All costs of the training will be paid by the Bendle Board of Education.

SECTION 1.15 - RETIREMENT

As a participant in the Michigan Public School Employees Retirement Fund, each employee shall be eligible for retirement according to the basis of the law.

SECTION 1.16 - USE, POSSESSION, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL

The use, possession or distribution of illicit drugs and/or alcohol, or being under the influence on school premises, or as part of any school activities, is prohibited.

Any clerical personnel whose conduct violates this mandate and who does use, possess, or distribute illicit drugs and/or alcohol, or is under the influence on school premises or as part of any school activities, shall subject themselves to disciplinary action. The disciplinary action may include, but not limited to, indefinite suspension, termination of employment, and possible referral for prosecution.

Any employee having questions, or in need of information relative to drug and alcohol counseling and rehabilitation, may contact the Office of the Superintendent.

SECTION 1.17 - DISMISSAL PROCEDURES

The authority of dismissal shall be the Bendle Board of Education.

Cause for dismissal:

A. Unsatisfactory or incompetent work as indicated in evaluations
B. Personal misconduct
C. Persistent violation of policies, rules, regulations
D. Insubordination
E. Neglect of duty
F. Use, possession, or distribution of illicit drugs and/or alcohol, or being under the influence on school premises or as part of any school activity.

A proposed dismissal of a regular full-time or regular part-time employee shall be preceded by a warning and a specific statement of defect, in writing. The Board of Education shall, in all cases, ask for the resignation of the employee in question prior to proceeding with dismissal action.

SECTION 1.18 – EVALUATION

Each member of the Association will be evaluated by their respective supervisor annually. The evaluation form to be developed by a committee composed of two (2) administrators and two (2) members of the clerical association.

The evaluation will be conducted with attention being given to the strengths of the employee and also those areas in need of improvement. Any area indicated in need of improvement will be accompanied by written suggestions for improvement.

The evaluation will be verbally discussed and signed by both the supervisor and the clerical employee. A copy of the evaluation will be given to the employee with the opportunity to make written comments which will become a part of the evaluation.

SECTION 1.19 - PROCEDURE FOR HANDLING GRIEVANCES

A. Definition

A grievance is a claim by one or more clerical employees of improper application or interpretation of this Agreement.

B. Filing a Grievance

A written grievance may be filed if there has been a claim of a violation as a result of misinterpretation or misapplication of a provision of this Agreement.

C. Established Committees

A Grievance Committee shall be established, composed of two members of the clerical personnel and one alternate-at-large.

No member of said committee shall act if he/she is party in interest, but shall be replaced by an alternate.

D. Grievance Procedure

1. An employee having a grievance shall first take the grievance up with his/her immediate supervisor. This must be done within ten (10) working days of the time that the grievance occurred. The grievant may have a Grievance Committee representative if so desired.

2. If there is no resolution, the grievance shall be submitted to the Grievance Committee for consideration. The Grievance Committee has five (5) working days to determine the merits of the grievance and respond in writing to the building supervisor the decision of the Committee.

3. At this step, the supervisor then has five (5) working days after the receipt of the written grievance to respond.

4. If not resolved, the Grievance Committee has five (5) working days to appeal to the Superintendent, who in turn has five (5) working days to respond to the Grievance Committee.

5. If no decision or resolution is made, the grievance shall be presented to the Board of Review Committee, who shall confer with the Grievance Committee to arrive at a mutual satisfaction in disposing of the grievance within fifteen (15) days.

6. If the decision of the Board is not satisfactory to the Association, the grievance must be submitted to the Labor Mediation Board for settlement. The Board or Association shall not be permitted to assert in such mediation proceedings any ground or to reply on any evidence not previously disclosed to the other party. The mediator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties will be bound by the award of the Labor Mediation Board and agree that judgment thereon may be entered in any court of competent jurisdiction.

SECTION 1.20 - REDUCTION OF SECRETARIAL PERSONNEL

A. In a reduction of clerical personnel, employees will be laid off beginning with the employee having the least seniority.

B. Employees shall receive two (2) weeks prior notification of any lay-off proceedings.

SECTION 1.21 - JURY DUTY

In the event a secretary/clerk is required to fulfill jury duty obligation, that employee will be paid full salary less compensation received from the court.

DURATION OF AGREEMENT

THIS FINANCIAL AGREEMENT SHALL BE EFFECTIVE AS OF **JULY 1, 2026** AND SHALL CONTINUE IN EFFECT UNTIL **THE 30TH DAY OF JUNE, 2028.** THIS AGREEMENT SHALL NOT BE EXTENDED ORALLY AND IT IS EXPRESSLY UNDERSTOOD THAT IT SHALL EXPIRE ON THE DATE INDICATED.

IN WITNESS THEREOF, THE PARTIES HEREUNTO SET THEIR HAND AND SEAL.

Bendle Board of Education

_____
Superintendent Signature

Bendle Clerical Association

_____
Clerical Representative Signature