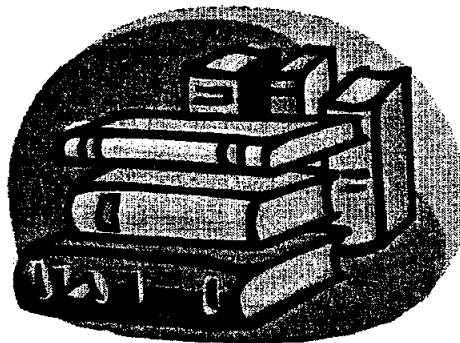


Master Contract
between the
Grand Blanc Board of Education
and the
Grand Blanc Paraprofessional
Association, MEA/NEA



July 1, 2004 – June 30, 2006

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ARTICLE I
RECOGNITION

A. The Board of Education recognizes the Grand Blanc Paraprofessional Association, MEA/NEA (GBPA) as the exclusive representative of the regular full-time and regular part-time instructional paraprofessionals and transportation assistant, namely employees who hold assignments in the classifications listed below.

Special Education instructional paraprofessionals (includes 504)
Title I instructional paraprofessionals

B. For the purposes of this contract, the term “employee” shall include all employees as defined in section A above but shall exclude temporary employees and substitutes. The term “Association” shall mean the Grand Blanc Paraprofessional Association.

C. Only employees who are assigned more than thirty (30) hours per week on a regular basis are eligible for fringe benefits. Employees assigned less than thirty (30) hours per week on a regular basis shall be eligible for no fringe benefits other than pro-rata compensated leave time.

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, country, 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 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 reimburse 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, 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. When the administration finds it necessary to close school, employees shall not report to work. Employees shall be paid for such days in the same manner as the teachers.
- I. The Board agrees to provide a payroll deduction plan for those bargaining unit members properly enrolled in the Flint Area School Employees Credit Union. (1) It is understood that those wishing to enroll, make changes (once enrolled), or drop from participation in said Credit Union, shall make all such arrangements through the Flint Area School Employees Credit Union who, 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.
- J. 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 Assistant Superintendent for Instruction should the seriousness of the situation warrant.

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 of 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.
- C. Seniority shall be recorded two ways: by classification as in Article I and by total length of service to the district.
- D. An employee shall provide not less than three (3) weeks written notice prior to voluntary separation of employment. In the event of the establishment, elimination or change of classifications, or reduction in work force, which would result in the permanent layoff of any employee, not less than three (3) weeks written notice shall be provided the employee prior to the intended date of separation of employment.
- E. If it becomes necessary to reduce positions and lay-off staff, the District shall:
 - 1. Lay off by seniority in classification during the employees first four years of seniority the district will give first consideration to the employee for vacant positions in other classifications. Consideration will be based upon the employee's seniority and qualifications, including but not limited to work experience, training and capabilities.
 - 2. After four years of seniority, review the work experience, training, and capabilities of the employee to see if he/she can be assigned to a position in another classification held by a paraprofessional with less seniority.

If the district determines the employee can do the work in another classification then the lowest senior employee in the other classification shall be laid-off. If the District determines the employee cannot be transferred to another position within another classification then he/she shall be laid-off.

If the employee is laid-off, the district will also give first consideration to the employee for vacant positions in other paraprofessional classifications. Consideration will be

based upon the employee's seniority and qualifications, including but not limited to work experience, training and capabilities.

- F. The district will recall paraprofessionals to their former classification based on seniority in that classification. The obligation to recall laid-off paraprofessionals shall be for as many years as the employee was employed at the time of lay-off up to a maximum of four years.
- G. Seniority shall not accrue during the time an employee is laid-off or on a leave of more than twelve (12) weeks.
- H. Seniority shall be broken for the following reasons:
 - 1. The employee quits.
 - 2. The employee is discharged.
 - 3. 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 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 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 employees 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.
 - 7. The employee is employed elsewhere during the leave of absence.
- I. Should a continuous 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 three (3) months.
 - 2. After three (3) months continued absence, the job vacated may be filled permanently.
 - 3. The seniority of an individual in a continuous 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. The obligation to re-employ an individual involved in an enforced absence extending beyond three (3) months shall be subject to the condition that an opening is available for which such individual may be qualified.

- J. At the beginning of each school year, the Association President shall be furnished copies of the seniority list for all members of the Association. 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.
- K. Employees on layoff shall be given preferences as substitutes for bargaining unit positions.
- L. 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 in every practical way with employees who desire transfers to new positions or vacancies which may occur in the school system in their areas of employment. An employee may place on file a request for transfer to another position/building. This must be submitted to personnel by March 15 of each year. All transfer requests will be considered by administration when a vacancy occurs.
 - 2. Notice of vacancies, openings and/or new positions shall be prepared and posted in each school building and a copy of such notice given to the President of the Association. In the event of 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. Transfer from one position/ building to another in order to accommodate programs will not be considered vacancies and will not be posted.
 - 3. 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.
 - 4. 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.
 - 5. 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 unrequested 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, to the employee.

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 seven (7) hours, exclusive of the lunch period, and the regular work week shall be thirty-five (35) hours. Employees shall have an uninterrupted lunch break of not less than thirty (30) minutes.
- B. For the purpose of computing "overtime" wages, all time worked exceeding eight (8) hours in a single day or 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.
- C. Any such overtime worked shall be authorized by the respective principal or supervisor prior to performing any work at the overtime rate.
- D. Hours and conditions relating to "Holidays" for Instructional Paraprofessionals:
1. Employees shall be paid for the following "holidays" at their regular established rate when such holidays fall within their assigned work year:
New Year's Eve Day, New Year's Day, Memorial Day, July 4th, Labor Day and the preceding Friday (as long as the state requires it as a holiday for students), Thanksgiving Day, and the Friday immediately following, Christmas Eve Day, Christmas Day, Good Friday, Martin Luther King Day/Records Day.

To be eligible to receive wages for a paid holiday, the employee must work the last regularly scheduled work day immediately preceding and following such holiday. 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 absent due to illness during a period where such holiday occurs, the employee will be eligible for payment only if s/he would normally be paid through accumulated sick leave, which would be "non-chargeable" for the holiday involved.
- E. The work year for paraprofessionals shall begin on the same day as for teachers, including the day designated as teacher orientation day. It shall include the same Christmas, February, and spring breaks as scheduled for teachers. The Christmas, February, and spring vacation periods, excluding paid holidays, shall be without pay.
- F. Paraprofessionals shall work on actual student days or half days. They shall work FIVE (5) additional days (not counting teacher orientation day) in either half-day segments or full

days at the direction of the building principal or supervisor. This does not apply to transportation assistants who only work when students are in school.

G. The work year for Paraprofessionals is subject to alteration by the employer.

ARTICLE VI

WAGES

- A. The wages of employees covered by this Agreement are set forth in Schedule 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 1, of each calendar year, an employee must have been employed prior to January 1 of that calendar year and have maintained a record of satisfactory performance of assigned duties, according to the evaluation completed per Article XII.
- C. If 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 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 shall not be reduced below the current IRS approved rates.
- 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.
- F. The parties agree paraprofessionals will be included among those receiving value added pay. The District Value Added Policy is as follows:

The school district reserves the right to pay staff members value added pay of up to 1%. The exact amount of the value added pay shall be set by the district. One factor in the district determination regarding amount of value added pay shall be the increase of health insurance premiums over the prior year. Any increase over 7% shall reduce value added pay. The parties acknowledge the payment of value added pay in one year does not create an expectation of value added pay in future years. Any disputes regarding value added pay shall be processed through the mediation process, not the grievance arbitration process. Any value added pay will be reviewed with the Union as it is developed and prior to announcement and implementation.

ARTICLE VII

INSURANCE PROTECTION

- A. Up to a total of three (3) full time (thirty (30) or more hours per week) employees in the paraprofessional classification will be eligible for a 90% Board paid subsidy toward the cost of single subscriber health insurance coverage. The carrier will be named by the Board. The employee(s) must pre-pay, by payroll deduction, their portion of the health insurance premium to be eligible for Board contribution. The eligibility for coverage will be determined by seniority and the Association President will be notified of an eligible opening.
- B. Bargaining unit members who work more than 20 hours per week will be provided \$5,000 life insurance; the terms of the policy and eligibility will be determined by the carrier.

C. **Option Payment , Paraprofessionals**

Recognizing that this contract does not allow paraprofessionals to have double coverage of health insurance, the school district shall provide full time paraprofessionals not taking health insurance, an option payment of \$600.00. The total yearly payment shall be made in December

D. **Medical Insurance Option**

The Board shall provide employees the option of purchasing medical insurance at their own expense through payroll deduction. Employees may pay premiums only through payroll deduction with either after tax dollars or with pretax dollars through an IRS Section 125 Premium Contribution Plan.

ARTICLE VIII

SICK LEAVE, BEREAVEMENT AND PERSONAL BUSINESS LEAVE

- A. Sick leave will be granted to all paraprofessionals who are full time (work 30 or more hours per week) on the basis of one (1) day for each month employed, accumulative to ninety (90) days. Sick leave will be granted at the beginning of each 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 leave may be used as personal business leave, to a maximum of three (3) days yearly.

Sick leave will be granted for the following reasons:

1. Illness or disability of the employee (a physician's statement may be required in cases where absence exceeds three (3) consecutive days).
 2. Quarantine of employee in case of contagious disease, such quarantine having been imposed by the health authorities.
 3. Illness in the immediate family (up to 5 days). Immediate family to be defined as parents, sisters, brothers, spouse, and/or children/grandchildren. 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 days not chargeable to accumulated sick leave 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, grandchildren, brother, sister, grandparent, brother-in-law, sister-in-law, father-in-law, mother-in-law. An employee desiring such a leave 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 leave 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 so 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 Item 1 and 2 in this article.

Personal business will cover the following areas:

1. 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.

ARTICLE IX

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 a leave under 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. Leaves granted under this article shall be in compliance with the FMLA, if applicable.

ARTICLE X

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 paid in accordance with the following schedule.*

During the twelfth (12 TH)- fourteenth (14 TH) years	\$400
During the fifteenth (15 TH) year and beyond	\$500

*Service as accumulated within those work areas represented by the GBPA.

Such payment shall be split into two equal payments and disbursed in separate checks. The first payment shall be in January, the second in June.

- B. In appreciation for services rendered to the school district, a terminal leave payment will be offered, 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	\$15.00 per year
15 - 19 years	\$25.00 per year
20 years and more	\$40.00 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 20 days	\$10/per day
21-40 days	\$15per day
41-90 days	\$20per day

Maximum benefit is \$1200 in 04-05, and \$1500 in 05-06.

ARTICLE XI

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 OR IS 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 working days.
- F. Written grievances, as required herein, shall include the following:
1. It shall be signed by the grievant(s) or the Association Representative
 2. It shall state the specific occurrence being grieved.
 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 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 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. IF 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 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 Office of Personnel.
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 © two designated members of the Administration, at least one of whom has not participated in prior steps of the procedure.
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 grievance shall be processed under the extension of the contract. Notwithstanding 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 XII

EVALUATION

- A. The work performance of all assistant staff shall be evaluated in writing at least once annually. This evaluation shall be completed prior to March 15.
- B. Evaluation shall be conducted by the employee's immediate supervisor or his/her designee.
- 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 placed in the Master Agreement as an Appendix.

ARTICLE XIII

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 the Board of Education and 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 XIV

AGENCY SHOP

- A. All employees (as defined in the recognition Clause) shall, as a condition of continued employment, be required to either pay a service fee equivalent to Association dues, or join as a member of the Association.
- B. Employees hired before June 1, 1977, who are not members of the Association upon ratification of this contract by both parties, shall be exempt from A.
- C. In the event that a full-time employee covered by the Recognition Clause does not join the Association or tender his/her service charge to the Association, either directly or through a voluntary deduction authorization, by the sixtieth (60th) day as required, such employee shall be terminated; provided it is agreed to by the Association.
- D. The Association agrees to indemnify and save the Board, its agents, and including each individual School Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and unemployment liability, and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.
 - 1. The Association has the right to chose legal counsel to defend said action.
 - 2. The Association has the right to compromise or settle any claim made against the Board under this section.
- E. Refusal or failure of any Assistant employee to comply with this article is recognized as just and reasonable cause for dismissal.
- F. The Association will furnish the Board, within (15) days from date of request, the names of all members paying dues direct to the Association. The Business Office shall furnish the Association the names of all new, regular employees, including the first date of employment and also names of all employees leaving the employ of the District, as soon as practical.
- G. During the life of this Agreement, the Board agrees to deduct Association dues levied by the Association in equal amounts applied to each payroll period from the pay of each employee who executed the "Authorization for Check-Off of Dues" form; provided, however, that the Board will continue to deduct dues from the pay of each employee for whom it has on file an unrevoked "Authorization Form".
 - 1. Check-off deductions, under all properly executed Authorizations for Check-off of Dues forms which have been received by the Business Office not less than ten (10) days prior to a payroll date, shall begin that payroll.

2. Dues deductions shall be remitted to the designated financial officer of the Association once each month within ten (10) days after the last payroll date of the month. The Business Office shall furnish the designated financial officer of the Association, at the time of remittance of dues, a list of those for whom deductions have been made, and the amounts of such deductions.
3. In cases where a deduction is made which duplicates a payment already made to the Association by an employee, or where a dispute should arise as to the validity of a check-off deduction where a properly executed Authorization for Check-Off Dues form is on file, refunds to the employee will be made by the Association.
4. In the event the net earning of an employee is not sufficient to cover Association membership dues for any pay period, it shall be the obligation of the Association to collect such sums as may be due from the employee concerned.

Exceptions to this clause shall be:

- a. New positions that are not created by transfer of responsibilities from jobs previously outside the bargaining unit.
- b. New positions that are created by transfer of responsibilities from bargaining unit members.

ARTICLE XV

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 President.
- 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 work will be posted at the summer rate. Paraprofessionals may apply for those positions.

ARTICLE XVI

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 takes 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 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 XVII

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 understanding and agreements arrived at by the parties, after the exercise of the 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 no 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 wither 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 rate of pay, wages, hours of 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, alternation 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 this 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 XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004 and shall expire on June 30, 2006 at 11:59 p.m. It shall not be extended unless by written, mutual consent of both parties.

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:

Dianne Bregenzer, MEA Uniserv

Diane Wilbur, Human Resources

Bargaining Team Members: