

Agreement

between the

**Birmingham Public Schools
Board of Education**

and the

Michigan Educational Support Personnel Association

Covering the contracts negotiated for the periods:

July 1, 2017 - June 30, 2020



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AGREEMENT

This Agreement entered into this 1st day of July 2017, covering the period July 1, 2017 through June 30, 2020, by and between the BOARD OF EDUCATION OF THE BIRMINGHAM PUBLIC SCHOOLS, hereinafter called the "BOARD," and the MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, hereinafter called the "UNION," desirous of establishing a harmonious collective bargaining relationship between themselves and for the purpose of defining their mutual obligations, do hereby agree as follows:

ARTICLE 1:
RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, and specifically as determined in Michigan Employment Relations Commission Case No. R82 A-4, on May 10, 1982, except that "full time regular" shall be defined as those office clerical and secretarial employees who are scheduled to work ten hours or more per week and excluding the four confidential positions in Human Resources, the Operational Assistants to the Superintendent, Deputy Superintendent and Business Services.
- B. Membership in the Union is not compulsory. Employees have the right to join or notjoin the Union.
- C. Should the legislation prohibiting Agency Shop (MCL 423.14) be repealed, amended or otherwise determined to be invalid and such provision be permitted during the term of this Agreement, either party may request to reopen the Contract and bargain over the impact of the repealed or amended language. Provided further should MCL 423.210 (1)(b) pertaining to the collection of union dues be repealed, amended or otherwise held invalid, the District shall again permit payment of union dues through payroll deduction, upon receiving written authorization from the member in accordance with applicable law.

ARTICLE 2:
BOARD RIGHTS AND SECURITY

- A. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

Except as specifically abridged or modified by this Agreement, or by an applicable statute, all of the rights, powers and authority the Board had prior to the execution of this Agreement are retained by the Board. Such rights, powers, and authority include, by way of illustration and not by limitation, the following:

1. The executive management and administrative control of the school district;
2. The Union agrees the Board shall have the exclusive right, responsibility and authority to direct and manage all employees. This right includes, but is not limited to, the hiring, determining the work hours of, transferring, assigning and laying off of the employees. Such rights shall be implemented and exercised by the Board in recognition of the express written terms of this Agreement;
3. Determine the educational program of the school district;
4. Develop and exclusively control the budget of the school district;
5. Determine the structure, authority and responsibilities of its school management organization;
6. Adopt rules and regulations, as long as such rules and regulations are not contrary to this Agreement.

- B. During the term of this Agreement, the Union agrees that it or the employees shall not authorize, sanction, condone, or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act No. 379 and Public Act No. 112. Strikes shall also be defined to include mass absences, slowdowns, stoppages, sit-ins, picketing, boycotts, or interference of any kind whatsoever with operations at any of the facilities of the Birmingham Public Schools.

In the event of any such violation of this article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:

1. Delivery immediately to the Board of a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and,
2. Taking such other action that it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

There shall be no liability for damages on the part of the Union if it promptly and reasonably takes such action as indicated herein.

- C. The Board shall have the right to discipline, including discharge, any employee for taking part in any violation of this article.
- D. No lockout of employees shall be instituted by the Board during the term of this Agreement.

ARTICLE 3: PERSONNEL RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any secretarial/clerical personnel in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and of the United States; that it will not discriminate against any employee by reason of membership in the Union or non membership, participation or lack of participation in any activities of the Union or collective negotiations with the Board or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to hours, wages and any terms or conditions of employment. The Union likewise agrees that it will not intimidate or coerce any employee covered hereunder in the exercise of their rights set forth herein or under law.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, pursuant to the provisions provided by law.
- C. The Union and its members shall have the right to use school building facilities for meetings at reasonable hours, outside of the working day. No secretarial/clerical personnel shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises. Bulletin boards shall be made available to the Union in each work location.

- D. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all available information concerning the financial resources of the District that has been made public and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the secretarial/clerical personnel, together with such information that may be necessary for the Union to process any grievance or complaint.
- E. The Association shall be granted up to ten (10) days release time to conduct association business. If a substitute is required, the Association will reimburse the board for the pay of the substitute.

ARTICLE 4:
COMPENSATION

- A. The rates of hourly compensation of employees covered by this Agreement are set forth in Schedule A that are attached hereto and made a part hereof. Such compensation schedule shall remain in effect during the entire term of this Agreement.

- 1. Compensation for the 2017-2018, 2018-2019, 2019-2020 school years.

For the term of this Agreement, the Board shall assume the obligation for and make the full and direct payment of each employee's legally required Michigan Public School Employees Retirement Fund contribution.

An hourly pay differential of \$2.20 at steps 6-10; \$1.35 at steps 3-5; and 65 cents at steps 1 and 2, will be added to the pay of the employee regularly assigned to the position of finance assistant, in Classification A, who actually hold an associates degree or higher that includes appropriate business related course work. The Manager of Finance shall determine appropriate course work. No employee assuming one of these positions after July 1, 1999 will receive this differential that does not have the requisite degree.

- B. Time and one-half (1.5) the employee's regular hourly rate shall be paid for all hours worked in excess of eight (8) hours in one day, forty (40) hours in one week and on Saturdays, but overtime shall not pyramid. Double time the employee's regular hourly rate shall be paid for work on Sundays and holidays. The District will comply with the mandatory record keeping as prescribed by the U.S. Department of Labor, Fair Labor Standards Act (FLSA) for all hourly employees. This record keeping may be done by either paper or electronic means.

Should the District elect to use electronic means, employees will be provided training prior to the implementation of the program.

- C. Salary and other pay for employees will be paid and posted by direct deposit, with all payment vouchers provided on-line rather than through printed copy.

D. Merit Pay

Employees will be eligible for merit pay pursuant to the following procedures:

1. Each employee shall be evaluated each year.
2. The rating criteria for the evaluation shall be:

Satisfactory	1.0 point
Needs Improvement	0.5 point
Unsatisfactory	0.00 point

No secretary will be ranked needs improvement or unsatisfactory in Category O of the evaluation document, if the quantity of work is reduced as a result of having duties assigned under the building visitor notification program (VNS) implemented by the District.

3. Merit pay shall be awarded to any employee achieving nine (9) total points pursuant to the following schedule:

0-2 years	\$0
3-5 years	\$200
6-9 years	\$250
10-15 years	\$350
16-20 years	\$400
20+ years	\$450

4. Payment shall be included in the last pay of the school year. The amount paid shall be reported to the Michigan Public Schools Employees Retirement System.

E. Compensatory Time

For work done beyond regularly scheduled hours, secretaries will be eligible for compensatory time ("comp time"), computed at straight time for hours when the employee has worked less than 40 in a week and time and one-half for hours when the employee has worked in excess of 40 hours in a week, with the mutual agreement of the employee and supervisor. Such accumulated compensatory time shall not exceed 240 hours. Use of compensatory time earned is to be determined by mutual agreement of the building administrator and secretary. If compensation or compensatory time cannot be provided, the employee will not be required to work.

1. Compensatory time in lieu of compensation is voluntary on the part of the employee.
2. For compensatory time accumulated over 240 hours the employee shall be paid in the payroll period during which the time was earned.
3. The employee may request payment of compensatory time earned at any time, and shall be paid within 30 days of the written request.
4. Compensatory time available to an employee shall be used prior to the use of Paid Time Off (PTO) provided by Article 6 of this Agreement.

The District shall maintain the official records of employee compensatory time.

All members will start with no more than twenty (20) hours of compensatory time earned but not used effective July 1, 2017.

ARTICLE 5:
NEGOTIATIONS PROCEDURES

- A. Within sixty (60) calendar days prior to the termination of this Agreement, as provided in Article 19, Duration of Agreement, the parties will commence negotiations on a successor agreement.
- B. 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 of the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of Michigan Educational Support Personnel Association (MESPA) membership voting, but 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 only to such ultimate ratification.
- C. The parties acknowledge that during the 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 this Agreement. Therefore, the Board and the Union, 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 referred to or covered in this Agreement, or 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.
- D. An employee engaged in collective bargaining with the Board during regular work hours will suffer no loss of regular straight time compensation.

ARTICLE 6:
ABSENCES AND LEAVES OF ABSENCE

A. PAID TIME OFF DAYS

Twelve, Eleven and Ten month full time employees shall be granted paid time off pursuant to the following formulas:

- 1. Twelve Month Employees – All full time twelve (12) month employees shall be granted 108 paid time off (PTO) hours at the rate of 1.125 days per month or thirteen and one half (13.5) days per year.
- 2. Eleven Month Employees – All full time eleven (11) month employees shall be granted 92 paid time off (PTO) hours at the rate of 1.0455 days per month or eleven and one-half (11.5) days per year.

3. Ten Month Employees – All full time ten month employees shall be granted 84 paid time off (PTO) hours at the rate of 1.05 days per month or ten and one-half (10.5) days per year.
 4. At the beginning of each school year, employees will be credited with the full allotment of days as determined by the formulas. Employees leaving the District during the year will have proper adjustments made for PTO not actually earned unless they had accumulated days available.
 5. PTO days may accumulate to a total of one hundred ninety three and one-half (193.5) days or 1,548 hours.
 6. An employee shall not accumulate a PTO allowance for any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
 7. PTO days may be taken in no less than 15 minutes (.25 of an hour) increments.
- B. All current accumulated sick leave days earned by employees prior to July 1, 2017 shall be converted over to hours by multiplying the number of days by eight (8) for full-time employees or daily hours worked for part-time employees. This service accumulation process may continue during the service of the employee up to a maximum of one hundred ninety three and one-half (193.5) days or 1,548 hours. All sick leave previously accumulated shall be credited and carried forward. Approved absence from duty shall be charged to service accumulations. No deductions in pay will result from absence from duty as approved unless the total absence exceeds the combined service accumulations and the current allowance to the credit of the employee at the time of absence.

Pay for Unused PTO Days

Each employee with a minimum of five (5) year's service in the district and a minimum of thirty (30) accumulated PTO days (240 hours) shall, upon voluntary resignation or retirement from the district, receive payment of forty dollars (\$40) for each accumulated day up to the maximum allowable accumulation of one hundred ninety three and one-half (193.5) days.

- C. When a bargaining unit member is absent, the procedure will be as follows:
1. Record absence in the district's Attendance Management Program
 2. The absent employee must notify the building administrator/supervisor of their absence
 3. The building will make the decision as to whether a sub will be called. Should a sub be required, the building will contract the sub employee.
- D. Any employee within the Agreement may be required to provide written evidence from a physician (MD or DO) or Chiropractic doctor as to the condition of the health of the employee after three (3) days PTO are utilized on consecutive working days.
- E. Only under a most unusual condition may a PTO day be granted for the day preceding or following holidays or vacations and the first and last days of the school year. These circumstances are to be submitted to the Human Resources Department a minimum of thirty days prior to the requested day. PTO days used as a result of a personal illness, family illness or other similar reason may be used on those dates. Provided, however, the Human Resources Department may investigate employees with a pattern of illness during those days.

F. Personal excused absences, without payroll or sick leave deductions, may be authorized by the Superintendent, for affairs relative to community service.

G. Religious Observations

1. Upon application an employee will be granted up to two (2) days (16 hours) per school year for required religious observance; i.e., those observances which cannot be met at a time other than during the school day. An employee who requests such time will identify the holiday(s) and provide the Human Resources Department with the dates to be taken sufficiently in advance of the holiday to allow the district to make any arrangements it deems necessary to cover that employee's job responsibilities.

The two (2) days (16 hours) shall not be charged against the employee's PTO leave accumulation. Any days taken for additional religious observance described above will be deducted from the employee's PTO hours as defined and provided for in above.

H. Donation of Days

1. An employee may voluntarily donate up to two (2) PTO days (16 hours) to another employee who has exhausted their accumulated days. The donation shall be submitted to the Human Resources Department using the approved form. The form is attached as Exhibit E.
2. An employee may receive up to thirty (30) days (240 hours).
3. An employee must have exhausted his/her compensatory, PTO and Vacation time prior to utilizing donated days.
4. Donated days may not be utilized for day-to-day illness unless related to a specific illness.

I. Child Care Leave A child care leave of absence without pay of up to one (1) year shall be granted to an employee upon the written request for such leave. The employee may be required to present evidence of the reason for such leave.

J. Union Business Leave Any employee who has acquired seniority elected to or selected for a full time Union office or position which takes an employee from employment with the Board shall be granted a leave of absence without pay for a period not to exceed one (1) year, subject to renewal, if necessary, at the end of the year. An employee's seniority shall accumulate during such leave of absence. The parties agree a maximum of six (6) employees shall have the right to exercise this right at any one time. Such leaves shall be requested in writing far enough in advance so that replacement arrangements, if any, can be made.

K. Jury Duty Leave An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid the difference between the fee received for such service and the amount of straight time earnings lost for such service up to a limit of eight (8) hours per day and forty (40) hours per week. If the time required for such service on any one (1) day is four (4) hours or less, the employee will be required to return to work for the remainder of the day to regular duties with the Board.

Such compensation shall be payable only if the employee (1) gives the Board prior notice of such service, and (2) presents proper evidence as to the service performed and the fee received, excluding the expense allowance fee. An employee on jury duty shall continue to accumulate seniority, vacation and PTO days allowance eligibility. An employee shall also continue to have hospitalization and life insurance coverage, set forth in Article 14, continued during the time of jury duty service.

L. General Leave

1. A leave of absence without pay of up to a period of one (1) year duration may be granted by the Board upon the written request of an employee for any substantial and worthwhile purpose. The Board may extend the leave upon written application for a period of up to one (1) additional year.
2. If an employee granted a general leave of absence of ninety (90) calendar days is replaced, it will be on a temporary basis.
3. If an employee granted a general leave of absence in excess of ninety (90) calendar days is replaced, it shall be on a permanent basis. An employee, when returning from such a leave shall be employed in a classification in the same level as permanently assigned to when the leave commenced.
4. Seniority shall accumulate during a leave under this section up to a maximum of ninety (90) calendar days.

M. Emergency Leave. An emergency leave without pay may be granted for up to five (5) workdays. The duration of the emergency leave may be increased following the Board's receipt of a written request containing the employee's reasons to extend the emergency leave. If practicable, an emergency leave may commence on the day it is applied for.

N. Sick Leave of Absence. After acquiring seniority, an employee will be granted a leave of absence for illness for up to one hundred eighty (180) days, concurrent with the employee's sick leave allowance days. Two (2) renewals of ninety (90) days each may be granted upon the advice of the doctor. An employee during the first ninety (90) days of sick leave without pay shall continue to accumulate seniority, vacation and sick leave days allowance eligibility.

O. When returning from any approved leave of absence, the employee shall be employed in the classification in the same level as assigned when the leave commenced.

P. Leave Procedures. An employee shall, other than for an emergency leave, apply for a leave of absence in writing and through the immediate supervisor as soon as possible, but not less than by thirty (30) work days in advance of its requested starting date.

A leave of absence application will be processed promptly so that the Board's written decision on it may be rendered by at least five (5) workdays prior to the requested leave starting date. If circumstances preclude the Board from rendering a decision on the leave by this time, the employee will be notified and kept informed of the status of the leave application. If requested, the reason(s) for denying a leave will be given to the employee in writing.

Q. It is agreed by the parties that an employee on a leave of absence shall be subject to the operation of Article 10, Section D.

R. Secretarial/clerical personnel shall report absences in the districts attendance management program, as soon as possible, but no later than 7:15 a.m. for the secondary schools and not later than 7:30 a.m. for other schools and to their respective administrator on each day of the absence, except in the case of continuing illness, in which they will give a minimum of one (1) day advance notice of their return to work.

ARTICLE 7
TERMINAL PAY

- A. Qualified secretarial/clerical personnel will receive terminal pay, based on the table below, upon retirement, death, or resignation due to illness from the Birmingham Public School district. To qualify for terminal pay, the employee must have been employed for a minimum of fifteen (15) consecutive years with the Birmingham Public School district, must work full time and must have reached an age where the employee is eligible for retirement benefits from the Michigan Public School Employees' Retirement Fund. An employee who qualifies for terminal pay shall receive \$1,500 after fifteen (15) years of service and then \$100 per year for the next five (5) years of service and \$150 per year after that, to a maximum of \$3,500. These amounts will be paid only upon retirement, death, or resignation due to illness. In the event of death, the full retirement terminal pay will be paid to the beneficiary of the employee's estate.
- B. Consecutive years of service are defined as a continuous period during which time the employee fulfills the rules and regulations of the Board of Education policy for employment. Leaves of absence will not count as credit towards the minimum fifteen (15) years of employment; however, such leave will sustain the employee's eligibility toward qualification. Retirement shall be defined as the discontinuance of employment in any Michigan Public School System and upon receipt of retirement payments from the Michigan Public School Employees' Retirement Fund.

Years of Service	Amount of Terminal Pay
15	\$1,500
16	\$1,600
17	\$1,700
18	\$1,800
19	\$1,900
20	\$2,000
21	\$2,150
22	\$2,300
23	\$2,450
24	\$2,600
25	\$2,750
26	\$2,900
27	\$3,050
28	\$3,200
29	\$3,350
30	\$3,500

- C. Upon retirement, the employee must take the initiative of notifying the Assistant Superintendent for Human Resources if eligible for the retirement terminal pay. The Assistant Superintendent for Human Resources will check the official school records and forward to the employee and to the Finance Manager the outcome. If an employee is eligible, the Finance Manager will determine the amount of terminal pay and will inform the applicant who shall receive the terminal pay funds through a 403 (b) account.

Terminal pay will not be paid until the applicant shows evidence of actually receiving payments under the Michigan Public School Employees' Retirement Fund Law.

ARTICLE 8:
DISCIPLINE AND DISCHARGE

The Board shall have the right to discipline or discharge any employee for just cause. An employee so affected, except a probationary employee, may file a grievance protesting the Board's action. A grievance protesting a discharge shall commence at Step 3.

ARTICLE 9:
PROBATIONARY PERIOD

Newly hired employees during the term of this Agreement shall be on probation for the first ninety (90) work days. The Board may extend the probationary period for justifiable reasons for an additional thirty (30) work days. The Board shall notify the Union of any such extension.

The Union agrees the Board shall have the unconditional right to terminate a probationary employee and Article 11, Grievance Procedure and Arbitration, shall not be implemented in such instances.

ARTICLE 10:
SENIORITY

- A. An employee shall acquire seniority after completing the probationary period. The seniority date shall be the most recent date of hire.
- B. Seniority shall be lost and an employee shall be removed from the seniority list for the following reasons:
 - 1. If an employee quits or retires.
 - 2. If an employee is absent without notice for three (3) consecutive work days.
 - 3. If an employee is discharged.
 - 4. If an employee fails to return to work from a layoff within the three (3) work days following the date of the written notification of recall to the last address on file with the Board.
 - 5. If an employee overstays a leave of absence, unless it is due to reasons satisfactory to the Board.
 - 6. If an employee is on layoff for a period of two (2) years.
 - 7. If an employee materially or deliberately falsifies his/her employment application and this is discovered within the first five (5) years of employment.

The parties agree this time limit shall not be operative if the basis or nature of the falsification is detrimental or threatening to the health or safety of the school district, its employees, and/or its pupils. Also, an employee shall lose seniority if, at any time, it is determined the falsification was for the purpose of gaining an advantage or benefit they would otherwise not have merited.

- 8. If an employee falsifies a leave of absence application.

- C. The Board will provide the Union a seniority list within two (2) weeks after the effective date of this Agreement and annually thereafter during the term of this Agreement. The list shall contain each employee's name, seniority date, classification, location, step and level.
 - D. In the event of a layoff, persons working on a temporary or seasonal basis will be terminated. Next to be terminated will be probationary employees if the number of qualified replacements for them, determined to be required by the Board, are available from among the remaining seniority employees in the workforce.
- 2. Further reductions shall be on the basis of employees' seniority, qualifications, and ability to perform the duties of the classifications' assignments they are given by the Board.
 - a. An employee whose classification assignment is eliminated for any reason shall have the right to bump the least senior employee in the same classification assignment, unless there is a vacancy in the same classification.

If there is no less senior employee in that classification assignment the employee shall bump the least senior employee in that classification if the employee has greater seniority, and is qualified and possesses the ability to perform the work. If the employee cannot perform the duties of that classification assignment or there is no less senior employee within that classification the employee may bump the least senior employee in the next lower classification on the same basis as set forth above.

Provided, however, if the least senior employee is assigned to the position of finance assistant, the employee who is eligible to bump, if not qualified and able to perform the duties of that assignment, may bump the next least senior employee in the same classification.

The employer will meet with the association representative at the time such eliminations are formally announced, to discuss who has enough seniority to bump and into which position she/he may bump.

An employee who is bumped out of a classification assignment shall follow the same procedures as provided above and herein in subsection D-2-a.

- b. An employee shall be given not less than ten (10) and up to twenty (20) supervised days to satisfactorily perform the responsibilities and duties assigned by the operation of Article 10, Section D. An employee not meeting the qualifications after the trial period shall be notified of the reasons in writing.
 - c. If an employee is not continued in employment by the operation of subsection D-2, a-b above, she/he shall be laid off out of the work force.
- 3. The parties agree no employee, as the result of any layoff, shall be allowed to advance to a classification assignment in a higher classification level through bumping procedure.
 - 4. Failure of any laid off employee to take advantage of the rights to bump under this section shall result in the permanent removal from the work force and the seniority list.

5. Seniority shall accrue during a layoff to a maximum of two (2) additional years. Such seniority, however, shall be applicable only for purposes of layoff and recall and shall not be applicable to or be the basis of increasing the affected employee's eligibility for any employee benefits provided for elsewhere in this Agreement. An employee's eligibility for and the right to such benefits shall be suspended at the time an employee is laid off out of the work force, except as provided in Article 14, Section B.
 6. An employee who is laid off out of the work force may request the vacation pay eligible for at the time of the lay off.
 7. The Board, except in those cases which are beyond its control, shall give an employee who is to be laid off out of the work force two (2) weeks' notice of such layoff.
 8. In the event of temporary layoffs due to conditions or occurrences not initiated or controlled by the Board, an employee may be laid off without regard to seniority for a period of ten (10) workdays
 9. Recall shall be in reverse order of layoff, provided that a recalled employee possesses the qualifications and ability to perform the work of the classification assignment to which he/she is recalled.
- E. The Board will notify electronically all employees actively at work of a permanent vacancy or opening that exists in a classification assignment covered by this Agreement by posting the vacancy for five (5) consecutive work days, provided that during July the posting will be for fifteen (15) calendar days. Awarding of the opening will be made on the basis of previous training, experience, evaluations, seniority, qualifications required and possessed and ability. No probationary employee is eligible to bid for such a vacancy. An employee shall also not be eligible to bid if previously awarded a vacancy in the same classification level or a lower classification level on the basis of this section within the previous six (6) months measured from the original date of the posting unless the employee is the only bidder. No bid shall be made by an employee not actively employed at the time of the posting, except an employee who is laid off out of the work force or an employee scheduled to return from a leave of absence granted pursuant to Article 6. A subsequent and permanent vacancy or opening that may result by virtue of the original posting shall also be posted immediately following the supervised days listed in number 4 below.
2. All internal candidates bidding on a position who meet the qualifications set forth in the position posting shall be provided an interview. An unsuccessful internal candidate may request from the selecting administrator a written statement delineating the reasons for the denial based on an analysis of the criteria in the posting.
 3. If a permanent vacancy or opening in a classification assignment is not filled by the bidding procedure set forth above, the Board shall have the right to hire a new employee, permanently transfer, or recall an employee having the same qualifications, ability, previous training and experience as required of the original bidders for assignment to the permanent vacancy or opening.

4. An employee who is awarded a vacancy by virtue of bidding shall be given a minimum of thirty (30) and up to sixty (60) supervised days to qualify by demonstrating the ability to satisfactorily perform the duties and responsibilities of the classification assignment to which employee has bid.

A formal evaluation will be given the employee before or by the thirtieth (30th) supervised day. An employee who fails to qualify by the thirtieth (30th) day may be given up to a total of sixty (60) supervised days at the discretion of the supervisor or will be returned to his/her former position. In event the former position has been eliminated, the employee shall exercise seniority as provided in Section D above (bumping procedure). During the first twenty (20) supervised days, an employee shall, at their request, be returned to his/her former position.

5. An employee who desires to be considered for a permanent voluntary transfer to a Level I classification assignment shall submit a prior letter to the Assistant Superintendent for Human Resources listing the positions and/or locations to which they would like to transfer, with a copy to the Union President. Said request shall remain on file in the Human Resources Department during the term of this Agreement.
 - a. The Union President will be given a written notice of each Level I opening and a written notice of the awardee. If a new employee is hired to fill the vacancy or opening, this information will also be given to the Union President.
- F. The parties agree final decisions on the assignment, retention and/or recall of an employee, in accordance with Sections D and E above, shall be the right and responsibility of the Board.
- G. Transfer Out of Bargaining Unit. An employee who is transferred to a position outside of the bargaining unit with the Board shall retain seniority for a period of one (1) year from the time of transfer. If during the one (1) year period the employee is transferred back to the bargaining unit, employee shall return to any unbid posted vacancy that exists that the employee is qualified to perform. If no such vacancy exists, the employee shall if qualified, displace the lowest seniority employee in the bargaining unit, in accordance with provisions of Section D above.

ARTICLE 11:
GRIEVANCE PROCEDURE AND ARBITRATION

- A. The parties hereby agree to and adopt the following method and process for resolving all matters of dispute, problems, or differences that may arise during the term and based on the application or interpretation of the express written terms of this Agreement, except as otherwise provided below and elsewhere.

It is agreed that Article 11 shall not be applicable to or be utilized to question, protest, or influence any of the following:

1. Any Board decision or action based on Article 11 of this Agreement;
2. The decision, rule, regulation, policy, eligibility, benefit decision, or contract terms of any insurance carrier providing coverage described elsewhere in this Agreement;
3. Where the Board is without authority to take the action sought or legally it cannot act;
4. The termination or failure to re-employ any probationary employee.

Nothing contained herein will be construed as limiting the right of an employee having a grievance to discuss the matter informally with the Board and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such adjustment.

B. Step One

An employee or one (1) member of a group of employees may file a grievance with the immediate supervisor or appropriate Board representative within the ten (10) days immediately following the event or condition which gives rise to the grievance. A meeting shall be held to attempt to resolve the matter promptly within the five (5) days immediately following submission of the grievance. During this meeting, all the known facts and the Agreement's written term(s) claimed to have been violated will be stated. The disposition of the grievance will be issued within the five (5) days immediately following the Step One meeting.

If the Step One grievance is reduced to writing, it shall be delivered within the day immediately following the Step One meeting. The Step One written disposition will be issued within the next five (5) days.

The written Step One grievance shall contain the aggrieved employee's signature, all the related facts and the Agreement's written term(s) claimed to have been violated. The disposition to a Step One written grievance will be entered on the same grievance form and be signed by the Board representative rendering it.

The aggrieved employee and Union representative and two (2) Board representatives may be present at the Step One meeting.

Step Two

If the grievance is not settled, it may be submitted in writing at Step Two to the Assistant Superintendent for Human Resources or his/her designee as provided for above in Step One. The submission of the Step Two grievance shall be within the five (5) days immediately following the issuance of the written Step One disposition. A meeting shall be held within the five (5) days immediately following submission of the grievance. The Step Three disposition of the grievance will be issued in writing within the five (5) days immediately following the Step Two meeting.

The aggrieved employee and a maximum of three (3) Union representatives and a total of up to four (4) Board representatives may be present at the Step Two meeting unless otherwise mutually agreed.

Step Three - Arbitration

If the grievance is still unsettled, the Association may, within ten (10) working days after the Step Two answer and by written notice to the other party, request arbitration.

Within ten (10) working days after such notice to arbitrate, the Union and the Board shall endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, the party seeking arbitration will make a request for a list of arbitrators to the American Arbitration Association.

The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected will hear the matter promptly and will issue a decision not later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth the findings of facts, reasoning and conclusions on the issue submitted.

The power of the arbitrator stems from this Agreement and the arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the Board, the Union and the grievant, provided that the arbitrator shall not substitute his/her judgment for that of the Board or of the Union.

The costs for the arbitrator's services, including expenses, if any, shall be borne equally by the parties.

- C. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance that arose prior to the effective date of this Agreement shall not be processed.

If no Agreement between the parties exists and an employee is severely disciplined, i.e., received a disciplinary layoff in excess of ten (10) work days or is discharged, the employee may appeal the discipline or discharge first to the Assistant Superintendent for Human Resources, next to the Superintendent or designee and finally to the Board of Education, itself. Thereafter the Association may exercise its rights pursuant to Step 3 and file for arbitration

- D. The time limits provided for in Section B above may only be altered by the written mutual consent of the parties. A grievance not filed or appealed within the time limits provided herein will be deemed to be withdrawn. Failure to render a disposition within the time provided shall be the basis of the grievance proceeding to the next step.
- E. The term "days" when used in Section B above shall mean all work days (Monday through Friday) occurring during the term of this Agreement. Saturdays, Sundays and holidays observed by employees covered by this Agreement shall not be counted in establishing any time limits' dates set forth in Section B above. Days during the month of July, however, will not count towards any time limit dates.
- F. An employee's grievance may be withdrawn at any step, but that same grievance shall not be filed a second time.
- G. 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 decision of the grievance procedure.
- H. The grievant must be present at any and all grievance hearings; otherwise, it will constitute an automatic acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance, unless it is agreed by both parties to postpone the grievance hearing.
- I. Any written agreement reached between the Board and the Union is binding on all employees affected and cannot be changed by any employee or the Board.
- J. Union Representation. For purposes of the grievance procedure, employees shall be represented by employees designated as Union Reps as follows:

Representation Group

One (1) Building Rep to cover each	Senior High School
One (1) Building Rep to cover each	Middle School
Two (2) Building Reps to cover all	Elementary Schools
One (1) Building Rep to cover the	Administration Building
One (1) Building Rep to cover the	Technology Services, Community Education and Transportation

Union Representatives shall include the Executive Director of the Association. The names of all Union Representatives, including the Union President, shall be filed in writing with the Human Resources Department within five (5) days after their appointment. No Union Reps shall be recognized or act on behalf of the Union until the department has been so notified.

Investigation and processing of grievances shall be allowed during working hours as long as it does not interfere with or interrupt the performance of the duties of any employee covered by this Agreement. A rep or the Union President must receive prior permission of the immediate supervisor prior to utilizing time during the working day to investigate or process a grievance. Such permission shall not be unreasonably withheld and will be granted within twenty-four (24) hours of the request. Abuses of this privilege by a rep shall be the basis of a reprimand. The Union agrees it shall replace a representative who receives two (2) such reprimands.

ARTICLE 12:
HOLIDAYS AND VACATIONS

A. Holidays.

1. An eligible full time employee, who has acquired seniority, shall be granted the following holidays for which an employee shall receive regular straight time hourly rate:

Independence Day	Day before Christmas	Martin Luther King Day
Labor Day	Christmas day	Good Friday
Thanksgiving Day	Day before New Year's day	Easter Monday
Day after Thanksgiving	New Year's day	Memorial Day

2. When the holiday falls on a Saturday, the immediately preceding Friday or the succeeding Monday will be honored as the holiday; and when the holiday falls on a Sunday, the immediately preceding Friday or succeeding Monday will be honored as the holiday. However, when school is in session, or it is not feasible to observe the holiday on a Friday or a Monday, the holiday will be given during the summer months, as determined by the employee and immediate supervisor, or in the case of 12/24, 25 and 31 and 1/1, the holiday may also be observed on the preceding Thursday or the succeeding Tuesday, at the request of the board.
3. An employee, to be eligible for any holiday, shall be required to work or be paid on the payroll the scheduled workday immediately prior to and following the holiday or the day on which it is celebrated.
4. Easter Monday
 - a. In those school years when Easter Monday does not fall during April (Spring) recess, ten (10) and eleven (11) month employees shall receive one (1) day pay for the holiday of Easter Monday during the period in which April (Spring) recess falls:
 - b. In those school years when the holiday does not fall during the April (Spring) recess, twelve (12) month employees will be provided one (1) day off with pay during the week of April (Spring) recess. They may work the remaining days of the recess or exercise their right to use vacation days.
 - c. Office personnel will be required to work on the holiday designated as Easter Monday for those school years when the date does not fall within April (Spring) recess.

B. Vacations

1. Regular full time employees who are on the payroll as of June 30th each year shall receive the following vacations with pay:

For employees hired before 7/2/2011:

Vacations with Pay		Length of Employee Work Year		
		12 month at hours	11 month at hours	10 month at hours
	Days			
6-10 months' of service	5	40	37	33
10 months' – 6 years' of service	10	80	73	67
6 to 10 years' of service	15	120	110	100
11 years' of service	16	128	117	107
12 years' of service	17	136	125	113
13 years' of service	18	144	132	120
14 years' of service	19	152	139	127
15 years' of service	20	160	147	133
16 years' & more of service, maximum	22	176	161	147

For employees hired on/or after 7/1/2011:

Vacations with Pay		Length of Employee Work Year		
		12 month at hours	11 month at hours	10 month at hours
	Days			
0-11 months of service	0	0	0	0
1 – 5 years' of service	5 days: 12 month 3 days: 10/11 month	40	22	20
6 to 10 years' of service	10 days: 12 month 6 days: 10/11 month	80	44	40
11 – 15 years' service	15	120		

Ten month employees report ten (10) days before school begins, and end their work year five (5) days after school ends. Eleven month employees do not work during the month of July.

Ten and Eleven month employees may work during traditional break periods during the school year when students are not in school (for example Winter and Spring Break) when approved by the building or department administrator and the District's Human Resources Department. For those employees not working, the days are unpaid unless the employee has available compensatory days or vacation days and chooses to use one or more days during the break period.

See Calendar, Exhibit B

Ten month secretaries hired after September 17, 2013 shall not receive vacation days.

If approved, days without pay can only be used when students are not in attendance.

New eleven (11) month and twelve (12) month employees hired after the start of the school year shall receive vacation days based on the percentage of the school year worked upon successful completion of their probationary service.

Employees on unpaid leave do not earn vacation time.

Employees hired into the Bargaining Unit from other positions in the District shall receive vacation day allotments based on their overall years of service in the District. For example, a paraprofessional transferring to a position in this bargaining unit with six years of service as a paraprofessional shall be immediately eligible for 80-44-20 hours of vacation time depending on the number of months assigned to the position to be held. Employees hired before the effective date of this provision shall be granted vacation days for the 2017/18 school year consistent with the terms of this provision.

2. Regular employees who do not work the full scheduled year shall be paid a pro-rated vacation based on the number of days worked during that year and the seniority table in Section B-1 above.
3. The vacation period shall be during the summer months, prior to August 16 and/or when school is not in session, unless otherwise mutually agreed on by an employee and the immediate supervisor. However, offices not affected by school routine may take vacations at any time if agreed upon by the immediate supervisor and with the approval of the Human Resources Department, provided this can be handled without additional cost to the Board and within the personnel resources of the particular department.
4. Vacation days shall not be accumulative from one year to the next and are to be taken annually, as set forth in Section B-3 above.
5. Except as provided in Section B-6 below, an employee shall not receive vacation pay in lieu of paid vacation time off provided for herein.
6. An employee who, by voluntary separation and is no longer employed by the District, permanently leaves the employment of the Board during a fiscal year due to just cause as ascertained by the Superintendent of Schools or delegated representative shall be eligible for full or pro-rata vacation pay in accordance with all the other provisions set forth elsewhere in Section B of Article 12.
7. An employee who leaves the employment of the Board during the current fiscal year (between July 1 and June 30 of the succeeding year) as the result of dismissal or who has less than six (6) months of service shall forfeit all vacation rights and is not eligible for any paid vacation time or pay.
8. A twelve month secretary who is unable to use all of her or his vacation on or before June 30 in a given school year because of the necessity to complete the end of the school year work or activities as agreed upon with the principal or head of the department may carry up to five (5) vacation days into the immediately following July.

ARTICLE 13:
WORK SCHEDULES

- A. Full time and permanent employees' daily work hours when schools are in session will normally be from 8 a.m. to 5 p.m., Monday through Friday, on an eight (8) consecutive hours per day, forty (40) Consecutive hours per week basis. However, an employee's daily starting or ending work time may be different as determined by the Board. Each employee shall normally receive a daily one (1) hour unpaid, duty free lunch period, the time of which shall be determined by the employee's immediate supervisor.
1. When schools are not in session, such as during the summer and the Winter and Spring vacation periods, an employee's daily work hours may commence before 8 a.m. and may conclude before 5 p.m. Central Office employees, scheduled to work during these periods, shall normally work seven and one-half (7-1/2) consecutive hours per day for a total of thirty seven and one-half (37-1/2) hours per week. Employees routinely assigned to schools, when they are scheduled to work during the summer and Easter vacation periods, shall normally work seven (7) consecutive hours per day and thirty-five (35) hours per week. Upon the request of the employee's immediate supervisor and with the appropriate documentation, the reduction in hours as described above shall be waived. When schools are not in session, an employee's daily unpaid lunch period may be reduced to one-half (1/2) hour.

The hours of work set forth above do not constitute a guaranteed minimum or maximum for any employee.

- B. Secretarial/clerical employees shall be entitled to a fifteen (15) minute relief period during the day. The scheduling of such relief period shall be set forth by the employee's immediate supervisor.
- C. An employee may request the Board to permanently reduce the work year of the position to which an employee is regularly assigned. This schedule would be implemented by the employee not being scheduled to work part of or all of the days schools are not in session each fiscal year (that is, July 1 through the following June 30). An employee requesting a permanent reduction shall:
1. Forward the request in writing to the immediate supervisor;
 2. The supervisor shall forward requests to the Board for their approval;
 3. The Union shall receive copies of the employee's request from the employee and the Board's decision from the Board.

Also, the Union agrees the Board has the unilateral right to schedule the work hours and work year of each new employee hired subsequent to the effective date of this Agreement and the work hours and work year for each temporary vacancy filled and any permanent vacancy posted during the term of this Agreement.

An employee granted a general leave of absence, as provided in Article 6, Section H-2, shall be returned to the number of work hours the employee was working at the time the leave commenced except that in the event of the elimination of the previous position, or reduction in hours in the previous position, the employee shall be returned to a position and hours appropriate for their seniority, ability and current hours of the position at the time their general leave expires.

ARTICLE 14:
INSURANCE BENEFITS PROGRAMS

A. The Board will provide each eligible employee who makes timely application for hospital-medical-surgical benefits (hereinafter, "health benefits") and his or her eligible pursuant to the following provisions:

1. Pursuant to the Publically Funded Health Contribution Act, (MCL 15.561 et seq) the District shall pay the "Hard Cap Amount" determined by the State Treasurer each October 1 for the following plan year. Employees shall be responsible for paying the difference between the premium costs and Hard Cap amount, if any, by pre-tax payroll deduction 26 pay periods for 12 month employees and 20 pay periods for 10 and 11 month employees. If the annual premium costs are less than the Hard Cap maximum, the BPS will contribute to the employee's Health Savings Account ("HSA") or Flexible Savings Accounts ("FSA") the difference between the Hard Cap maximum amount and the premium costs. Further, employees may make contributions to their HSA or FSA by pretax payroll deduction as permitted by law.
2. Employees electing to forgo health benefits from the District will receive \$2,400 cash in lieu of the health benefit. The parties acknowledge this benefit is available to an employee whose spouse is employed by the District when the spouse is receiving health benefits covering the employee and his/her dependents through the District. Payments will be made over 26/20 pays.
3. For the term of this Agreement employees selecting vision and/or dental coverage will pay 10% of the premium. All employees shall pay 10% of the premium for Long Term Disability Coverage.

B. Coverage for the 2017/2018, 2018/2019 and 2019/20 School Years:

1. It is expressly understood that the determination of the carrier or the decision to self-insure is the right of the board. For the duration of this agreement, an employee may choose health benefits from the following:
 - a. MESSA choices with the \$500/\$1,000 deductible, the \$20/\$25/\$50 office visit rider and the Saver Rx prescription rider or
 - b. MESSA choices with the \$1,000/\$2,\$2,600 deductible, the \$20/\$25/\$50 office visit rider and the Saver Rx prescription rider or
 - c. MESSA ABC Plan 1 with the \$1,300/\$2,600 deductible.
2. The Board will publish plan documents which gives details of the benefits available on the district's website.

The parties agree that the Board has no obligation to provide hospital-surgical-medical insurance coverage to either the spouse or dependents of an employee who are otherwise eligible to be covered by any such comparable insurance benefits elsewhere; for example, by virtue of the employment of the spouse.

This coverage shall remain in effect during the duration of this Agreement. Provided, however, the parties have agreed to form and participate in an insurance committee to review health insurance issues beginning in the 2017/18 school year, but no later than October 31, 2017. Should the committee issue recommendations regarding possible changes to coverage or other matters relating to insurance, the parties will initiate bargaining with 45 calendar days of receipt of the recommendations. This does not mandate a change in the insurance coverage provided during the terms of this Contract or other matters relating to insurance.

3. For the period July 1, 2017 through December 31, 2018 the parties have agreed to the calculations on employee costs for insurance coverage set forth in Exhibit C. Provided, however, the parties acknowledge and agree that if the amounts calculated are not consistent with the hard cap amounts set by the State Treasurer the employees may have to pay additional contributions towards health insurance spread over the balance of the period January 1, 2018 – December 31, 2018 or receive as a rebate any amounts overpaid by the employee. Should the employee have overpaid they shall receive their payment by January 31, 2018.
 4. Beginning with July 1, 2017 one-half of the 2017 hard cap will be paid by the Board towards insurance costs for the period July 1, 2017 – December 31, 2017. For the period January 1, 2018 – December 31, 2018 the hard cap determined for the 2018 plan year shall be paid by the Board toward insurance costs for that plan year. Any balance owing for premiums after the hard cap is applied shall be paid by the employee in 20 (for 10 and 11 month employees) or 26 (for 12 month employees) equal contributions. Any balance left over from the hard cap after the payment of premium will be contributed by the Board to the employee's HSA or FSA. This formula will be applied to the 2019 and 2020 plan years (January 1 – December 31) of each year. Coverage for new employees shall become effective on the first (1st) day of the month following the completion of ninety (90) calendar days of service.
- C. Coverage for new employees shall become effective on completion of the 89th calendar day of service.
1. In the case of spouses, both employed in the district, one shall choose the health coverage necessary to cover his/her family as outlined in 14, A.1., above, and the other shall choose this cash in lieu option. This section, above, shall be subject to the procedures, policies and/or rules of any insurance carrier or organization providing coverage and benefits on the basis of the terms of this Agreement.
- D. Life Insurance. Upon application by a permanent and full-time employee, the Board shall provide group term life insurance coverage in the amount of \$45,000, including accidental death and dismemberment.
- E. Continuation of Health Coverage: An employee who is on a leave of absence in accordance with Article 6 or who is laid off in accordance with Article 10 shall continue to have the Board provide the insurance coverages set forth in Section A above for the first three months immediately following the month the leave of absence, or layoff becomes effective and after, subject to the approval of the insurance carriers. Such an employee on a leave of absence or who is laid off who elects to have these coverages continued during the following nine (9) months or until the termination of the layoff or leave of absence, whichever occurs sooner, shall pay directly to the Board the total and current monthly premium for the insurance coverages continued for the employee on this basis.

The three (3) months of extended health insurance provided under this provision will not be applicable to employees on a leave pursuant to Article 6 (F), Union Business, and (H), General Leave, of a month or more in length.

- F. The coverage's set forth in Section B above shall also apply to permanent employees who are scheduled to work less than forty (40) hours and more than nineteen (19) hours per week.

An employee hired following June 13, 1989, shall receive fully paid insurance that is set forth in B above by working 28 hours per week or more. Working 20 through 27 hours per week, the employee shall pay one quarter (%) the monthly premium for insurance.

Working nineteen (19) hours or less per week, the employee shall pay one half (%) the monthly premium for insurance.

All employees hired on or after 7/1/94 whose regular work week is thirty (30) hours or more can take board paid health coverage; those working twenty (20) to thirty (30) hours will pay 1/4 the monthly premiums; those working fewer than twenty (20) hours will pay 1/2 the premium.

- G. Dental Insurance. The Board shall provide all eligible permanent and full time employees, i.e., those employees who have acquired seniority and who are regularly scheduled to work a minimum of five (5) straight time hours per work day and twenty-five straight time hours per week, dental insurance coverage (100%, 80%, 180% maximum annual coverage \$1,000 per person) as specified and limited according to the following description:

- a. Benefit Level: Class I 100% of customary and reasonable fees.
Oral Exam, Prophylaxes, Topical Fluoride, Emergency, palliative, two cleanings in 12 months.
- b. Benefit Level: Class II 80% of customary and reasonable fees.
Radiographs, restorative, gold crowns, jackets, oral surgery, endodontic, Periodontic.
- c. Benefit Level: Class III 80% of customary and reasonable fees
- d. Construction and Replacement of Dentures and Bridges:
Gold: Inlay or onlay, gold fill, gold crowns.
- e. Benefit Level: Class IV 80% of customary and reasonable fees.
Orthodontics: \$1,000 lifetime maximum per eligible dependent to age 19 years old.

The Board shall pay the monthly premium obligation for each covered employee and it is agreed that this is the Board's only obligation under this provision. Any differences or problem that may arise on the plan's benefits and/or coverage between an employee and the carrier shall be exclusively resolved by them and Article 6 of the Agreement shall not be operative with reference to the resolution of any such differences or problem.

The carrier shall be exclusively selected by the Board.

An employee who applies for this coverage shall confirm in writing his/her own eligibility and his/her spouse's and/or dependents eligibility according to the foregoing.

This plan also provides for internal and external coordination of benefits.

The Union also agrees an employee's coverage will terminate at the end of the calendar month during which the employee's retirement, resignation, termination, or layoff becomes effective.

An employee who is on a leave of absence shall receive this coverage until the end of the third calendar month of such leave.

After a new employee satisfactorily completes ninety (90) calendar days of service, the employee will, if otherwise eligible for this coverage, as provided above, have this coverage implemented on the first day of the calendar month immediately following the completion of ninety (90) calendar days of service.

Subject to all of the foregoing provisions, a permanent employee who has acquired ninety (90) calendar days of service and who is regularly scheduled to work less than five (5) straight time hours per day and less than twenty-five (25) straight time hours per week, but at least a minimum of four (4) straight time hours per day and twenty (20) straight time hours per week, shall be eligible for this coverage by paying one-half (1/2) of the appropriate monthly premium for this coverage.

H. Disability Plans

1. Short Term Disability Plan. The Employer shall provide each employee the option of purchasing, at his/her own expense, short term disability insurance through MESSA.
2. Long Term Disability Plan. Effective when the Board arranges this coverage with an insurance carrier and for the term of this Agreement, the Board shall provide Long-term disability insurance for all eligible, permanent and full time employees who have acquired seniority and whose normal work week schedules are for a minimum of six (6) hours per work day and thirty (30) hours per work week.

The maximum Long Term Disability benefits provided under this coverage, based on the insurance carrier's policies, procedures and practices, will provide 66-2/3 percent of the employee's straight time monthly earnings in effect at the time becoming totally disabled, up to a maximum of \$2,500 per month, commencing 180 days after the date the employee becomes totally disabled and continues until the employee is able to return to work, or expires, whichever occurs soonest. For employees with one (1) year of service with the district and found eligible for long term disability benefits, the district shall provide up to one (1) year of health insurance benefits to the employee, spouse and family without cost to the employee except for any shortage that would be payable resulting from a shortage in the amounts available under the Hard Cap.

The employee's straight time monthly earnings shall be computed by dividing regular straight time annual earnings by twelve (12) months. Further, the amount of monthly benefits a totally disabled employee receives shall be reduced by any primary or secondary remuneration an employee is eligible for and/or receives from the Board, the Michigan Public Schools Employees' Retirement Fund, the Federal Social Security Act, Railroad Retirement Act, Veteran's benefits, Workers' Compensation Act or any other such Board sponsored pension and insurance benefits plans.

The Union agrees an employee's coverage will terminate effective on the date of retirement, resignation, termination, layoff, or leave of absence for any reason becomes effective. The carrier and an employee and/or the Union shall resolve any problems or differences that may arise between them and Article 6 of the Agreement shall not be operative with reference to the resolution of such problems or differences.

- I. Vision Care Program. For those who choose the traditional plan, the district will continue to offer Blue Cross Blue Shield of Michigan VSP or similar program, which includes an annual eye examination and an annual pair of frames and lenses or contacts. Employees who choose vision only will continue to receive BCBS Series A-80 benefits.

- J. Workers' Compensation. Any secretarial/clerical employee who is absent because of any injury or disease compensable under the Michigan Workers' Compensation Law shall receive from the Board the difference between the weekly Workers' Compensation payments prescribed by law and the employee's regular salary, to the extent and until such time as such employee shall have used up their sick leave.
- K. The Board, by the payment of the premium for the insurance coverage provided herein, totally satisfies and limits any and all the obligations it has, as set forth herein. It is also agreed a disagreement, dispute, or difference of opinion that may arise on benefits, coverage, eligibility, etc., shall not be the subject of a grievance or form the basis of any other similar action by the employee against the Board or the Union.
- L. The Board, by payment of the premium payments required to provide the insurance coverage and the proper discharge of all other obligations set forth in Article 14, Insurance Programs, shall be relieved from all other liability and obligations with respect to the providing of such insurance coverage. All other aspects of such insurance coverage shall be as set forth in the insurance carriers' policies, contracts with the Board and their rules and regulations.

The failure of an insurance carrier to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Union, nor shall such failure be considered or claimed as a violation of any of the provisions of this Agreement.

ARTICLE 15:
SEVERABILITY

It is agreed by the parties that the written terms of this Agreement and their application and implementation shall be subject to and governed by the constitutions, statutes, legal opinions, ordinances and governmental regulations of the United States, the State of Michigan and Oakland County. If any court of competent jurisdiction, governmental administrative agency, the Attorney General, or any other authority holds, interprets, or rules that any written terms included in this Agreement or the application, implementation, or presence of such written term is unconstitutional, illegal, invalid, or that it violates, contradicts, or operates contrary to the intent of any federal, state, or county law, ordinance, regulation and/or legal opinion, the Agreement's written term so affected shall become null and void. Either party may demand to bargain over the consequences of such a circumstance. Such determination shall not invalidate the remaining written terms of this Agreement.

ARTICLE 16:
ENTIRE AGREEMENT

This Agreement supersedes any previous agreements, based on alleged past practices, between the Board and Union and constitutes the entire agreement between the parties.

ARTICLE 17:
WAIVER CLAUSE

The parties acknowledge that during the 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 this Agreement. Therefore, the Board, for the life of this Agreement, unless by mutual agreement, shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

ARTICLE 18:
MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The wages, hours, terms and conditions of employment of secretarial/clerical personnel shall be expressly subject to the provisions of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Within thirty (30) days following the ratification and execution of this Agreement, The Board will provide the Association fifteen (15) paper copies. The Agreement will be posted and made electronically available on the District's "I" drive.
- C. It is agreed and understood by the parties that wherever the word "Board" appears in this Agreement it may also mean the Superintendent of Schools and/or all other administrators or persons employed or designated by the Board to represent it or otherwise act in its stead.
- D. Utilization of additional automatic office equipment that shall have a major or significant effect on the working conditions, hours and wages of the employees covered by this Agreement, the Board will discuss such changes with the Union before they are made. The Board agrees to give any employee whose present classification is directly influenced and involved with such technological changes reasonable time to qualify on such new equipment. Any new jobs that may be created by such changes, if they are customarily or generally determined to be of the variety of classifications herein covered, shall be posted as provided for in Article 10, Section E.

In the event training is necessary for employees to qualify for such new jobs, the Board agrees to provide training opportunities for those employees who are awarded such posted openings.

Employees applying for these jobs may have to qualify by taking aptitude tests. Employees who qualify will be given preference in the filling of such openings.

- E. The Board, the Union and all employees agree not to discriminate against anyone on the basis of his/her race, creed, color, religion, age, national origin, ancestry, sex, marital status, or membership and participation or non-membership or nonparticipation in any organization.
- F. An employee shall have the right to examine all the material in their personnel file which has accrued after their employment and which is related to the job. A representative of the Union may, at the employee's request, accompany the employee in the review.
- G. The Board shall reimburse an employee, who is authorized and required to drive their personal car in the course of performing work, at the mileage rate consistent with the prevailing IRS mileage reimbursement allowance for actual miles driven in the performance of their duties.
- H. The Board will reimburse an employee for any loss, damage, or destruction of occupationally appropriate and required clothing or personal property while fulfilling the duties and assignments, which exceeds ten dollars (\$10), providing reasonable care has been taken by the employee. In the implementation of this section, the Board may require an employee to file a police report when appropriate, and may require reasonable documentation of the original cost, date acquired and other pertinent information regarding the loss. Further, the Board's payment hereunder shall be reduced by the amount of any insurance carrier's payment to the employee requesting reimbursement under this section.
- I. An employee shall be held responsible for loss within the school, or while on official school business, of school property or students' property when proof of negligence is established.

- J. Special Conferences for important matters will be arranged between the Union President and the Board's designated representative upon the request of either party. Unless otherwise agreed, such meetings, at mutually agreed to times and places, shall be attended by up to three (3) representatives of the Board and the Union. Unless otherwise agreed, arrangements for such Special Conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. No additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours.
- K. An Employee Evaluation Committee composed of two (2) members representing each party shall be established. The Employee Evaluation Committee shall be charged with the following:
1. Review procedural matters dealing with employee evaluation; and
 2. recommend changes in evaluation policies and procedures. This committee shall meet at least once each year.

Non-probationary employees will receive a formal evaluation by thirty (30) days prior to the end of the school year. Any time a supervisor has a serious concern about the performance of an employee, written evaluations of an employee will be made more frequently and not less than quarterly.

An employee will receive a copy of the formal evaluations.

- E. A transfer of a secretarial/clerical employee may be made by the Board in order to permit efficiency or to meet emergency situations. For the first five (5) days of such transfer, the employee will maintain the current rate of pay. After five (5) days, the employee will be placed on the proper salary classification of the job they are temporarily filling, provided that the salary is greater than that of the current position. When such temporary transfer goes beyond ninety (90) work days, it will be posted as a temporary vacancy. An employee in the same classification who bids shall be preferred over another applicant.
- F. The Board and the Association recognize their respective responsibilities to comply with the Americans With Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job functions are performed, creating modified or part time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to reasonably accommodate disabilities. In accordance with these principles, the Board will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations. The employer will consider a specific plan of reasonable accommodation proposed by an affected employee and the Association. In the event of a claim by the Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the ADA and other similar federal and state legislation.
- G. Upon the recommendation of the administrator in charge of the location to which the employee is assigned, an employee's position will be reviewed by an administrative committee which will determine whether new and different duties have been added to the responsibilities of that position, such that their addition increases the employee's workload to a point that warrants that the position be upgraded. The decision of the administrative committee shall be final.

No new request for an upgrade in the same position may be made until the administrator can document that she/he believes a clearly demonstrable alteration in the kind of duties associated with that position has been made, i.e., the position will not be reviewed if the kind of assignments remain the same.

0.
 1. Employees may be required to provide medical procedures to students during the school day. All reasonable attempts will be made to obtain appropriate employee volunteers to perform such duties before the duty is assigned. Employees required to perform such duties shall be provided a copy of the student's care plan and if necessary, appropriate training by qualified medical personnel at the start of each school year, prior to students beginning class. The employee may request additional training. The Board will provide legal counsel to the employee if a legal action is brought against the employee providing such service. The Board will maintain adequate liability insurance coverage for employees providing such service.
 2. Secretaries assigned to the distribution of medication to students or the use of an Epi-Pen shall do so in accordance with the requirements of the rules and regulations of the Michigan Department of Education and other applicable laws. A secretary distributing medication to students shall do so in the presence of another adult, unless it is an emergency situation that threatens the life or health of a student. At the start of each school year the building administration and responsible secretary shall establish a procedure identifying who shall serve as the second adult for the dispensing of medication.
- P. In accordance with Section 15 of the Public Employment Relations Act, MCL423.215, this agreement or specific provisions of this Agreement may be rejected, modified, or terminated by an emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL141.1501 to 141.153.

This clause is included in this Agreement as required by State law. The Association has not agreed to it, nor acknowledged that it is binding on the parties. The Association reserves all rights to challenge its application and enforceability.

ARTICLE 19:
DURATION OF AGREEMENT

This Agreement initially became effective as of July 1, 2017 and continues in full force and effect until 11:59 p.m., June 30, 2020. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2020 give written notice of termination.

**MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION (MESPA)**

By Karen Daykin
Karen Daykin
President

By Sally Fraser
Sally Fraser

By Shirley Chalmers
Shirley Chalmers

By Meli Zikakis
Meli Zikakis

By Nancy Best
Nancy Best

By Steve Amberg
Steve Amberg
SNAP Bargainer

By Grat Dalton
Grat Dalton
Executive Director

BIRMINGHAM PUBLIC SCHOOLS

By Dean T. Niforos
Dean T. Niforos
Assistant Superintendent for Human Resources

By Timothy J. Couto
Timothy J. Couto
Human Resources Manager

By Daniel A. Nerad
Daniel A. Nerad
Superintendent

By Steve Scheidt
Steve Scheidt
President

By Walter Rothschild
Walter Rothschild
Secretary

SCHEDULE A
COMPENSATION

Salary Schedule for 2017/18 School year

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	15.06	15.59	17.16	17.80	18.39	18.94	19.73	20.03	21.16	22.46
B	14.41	14.93	16.42	17.03	17.60	18.13	18.89	19.16	20.24	21.53
C	14.08	14.66	16.00	16.54	17.11	17.65	18.44	18.69	19.74	21.01

1. Move 10 Classification D employees to same Step C Classification.
 - Example: Class D, Step 1 moves to Class C, Step 1.
2. Increase Step 10 Classification A by \$.60
Increase Step 10 Classification B by \$.59
Increase Step 10 Classification C by \$.57
3. All members not covered by #1 or #2 advance one Step on the schedule.
4. All new hires to be placed at Step 2.

Salary Schedule for 2018/19 School year

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	15.06	15.59	17.16	17.80	18.39	18.94	19.73	20.03	21.16	22.46
B	14.41	14.93	16.42	17.03	17.60	18.13	18.89	19.16	20.24	21.53
C	14.08	14.66	16.00	16.54	17.11	17.65	18.44	18.69	19.74	21.01

1. An off schedule bonus payment in the amount of \$1,550.00 for twelve (12) month, \$1,425 for eleven (11) month and \$1,225.00 for ten (10) month employees will be paid out to those employees already on Step 10 of the Salary Schedule. The bonus payment will be in the first pay period for September.
2. All members not covered by one (1) advance one Step on the Schedule

Salary Schedule for 2019/20 School year

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
A	15.06	15.59	17.16	17.80	18.39	18.94	19.73	20.03	21.16	22.46	23.11
B	14.41	14.93	16.42	17.03	17.60	18.13	18.89	19.16	20.24	21.53	22.17
C	14.08	14.66	16.00	16.54	17.11	17.65	18.44	18.69	19.74	21.01	21.63

1. Add new Step 11
2. All members advance one Step on Schedule

CLASSIFICATION ASSIGNMENTS

Classification A	Classification B	Classification C
Payroll	Community Ed.	Std. Act./Sup All, High School
Finance Accounts Payable	Maintenance	Attendance, High School
Finance Assistant/Grants Coordinator	Assessment	Counselors, Middle School
		Media, Middle & High Schools
<i>SECRETARY</i>	<i>SECRETARY</i>	Book Processor, Technology Services
Director/Community Relations	Counselors, High School	Receptionist, High School
Director/Student Support Services	Registrar, High School	Bookkeeper, High School
Director/Instruction		Office Assistant, Elementary School
Director/Technology Services		Receptionist, Middle School
Elementary School Principal		Attendance, Middle School
Middle School Principal		Office Assistant, Middle School
High School Principal		
Maintenance		
Autistic		
Special Education		

EXHIBIT A
SECRETARIAL/CLERICAL EMPLOYEES
ANNUAL EVALUATION PROGRAM--GUIDELINES

1. Period of Evaluation and Completion Date

All newly hired employees are to be evaluated on the Secretarial/Clerical Evaluation Form in their first year of employment with the district.

Following the first year of employment, each secretarial/clerical employee shall be evaluated once every year on the Secretarial/Clerical Evaluation Form for the period from July 1 through the following June 30. This yearly evaluation cycle shall commence with the period ending June 30, 2009.

The evaluation is to be completed thirty (30) days prior to the end of the school year.

2. The evaluation will be prepared and conducted by an employee's immediate supervisor. The employee's supervisor shall review it and meet and discuss it if the employee requests to do so.

3. Evaluation Copies and Distribution

The evaluation form shall be prepared and distributed as follows:

Original	Assistant Superintendent for Human Resources
First Copy	Employee
Second Copy	Building File

4. Evaluation Discussion Arrangements

The following are recommended arrangements for conducting an evaluation discussion:

- a. Establish a mutually satisfactory discussion date and time beforehand. Allow enough time so there can be a thorough review of the evaluation.
- b. Conduct the evaluation in a location that provides both privacy and freedom from routine interruptions.
- c. If a follow-up discussion on the evaluation is necessary, arrangements for this shall be made during the original meeting.
- d. An evaluation is of a personal nature and due care must be exercised that pertinent records and results are accordingly safeguarded.

EXHIBIT B 2017 – 2018 Calendar

JULY						
SU	MO	TU	WE	TH	FR	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST						
SU	MO	TU	WE	TH	FR	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
SU	MO	TU	WE	TH	FR	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER						
SU	MO	TU	WE	TH	FR	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
SU	MO	TU	WE	TH	FR	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER						
SU	MO	TU	WE	TH	FR	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	X	X	X	30
31						

JANUARY						
SU	MO	TU	WE	TH	FR	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
SU	MO	TU	WE	TH	FR	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

MARCH						
SU	MO	TU	WE	TH	FR	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL						
SU	MO	TU	WE	TH	FR	SA
1	2	X	X	X	X	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY						
SU	MO	TU	WE	TH	FR	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE						
SU	MO	TU	WE	TH	FR	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

	TOTAL	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
10 Month	213	0	9	21	22	22	18	23	20	22	17	23	16
11 Month	232	0	23	21	22	22	18	23	20	22	17	23	21
12 Month	260	21	23	21	22	22	21	23	20	22	21	23	21

Paid Holidays for ALL employees (11)

Additional Paid Holiday for 12 month employees (1)

School "recesses"
(all can work during February recess)

X = 10/11 month employees cannot work. Can be paid using compensatory time or vacation time

10 month employees:
First day: August 21, 2017
Last day: June 22, 2018

11 month employees:
First day: August 1, 2017
Last day: June 29, 2018

First Day of School: September 5, 2017/Last Day of School: June 15, 2018



**EXHIBIT C
INSURANCE COST**

Employee Cost Document for Insurance Plans

July 1, 2017 through December 31, 2018			
Medical Plan – 39 pays over 18 months			
Monthly Employee Cost Plan	Tier		
	Single	2 Person	Family
ABC	\$24.43	\$93.73	\$85.32
Choices 500	\$57.27	\$167.61	\$177.26
Choices 1000	\$39.81	\$128.33	\$128.37
Medical Plan – 29 pays over 18 months			
Monthly Employee Cost Plan	Tier		
	Single	2 Person	Family
ABC	\$32.85	\$126.05	\$114.74
Choices 500	\$77.01	\$225.41	\$238.38
Choices 1000	\$53.53	\$172.58	\$172.64

Dental Plan – 39 pays over 18 months			
Monthly Employee Cost Bargaining Unit	Tier		
	Single	2 Person	Family
BEA	\$1.60	\$3.19	\$5.90
MESPA	\$2.00	\$3.95	\$7.01
MESPA COB Plan	\$0.83	\$1.65	\$3.01
ABSASP	\$1.67	\$3.32	\$6.14
AFSCME 1860	\$1.86	\$3.67	\$6.68
Admin, Operational Asst, Manager	\$1.73	\$3.45	\$6.26
Dental Plan – 29 pays over 18 months			
Monthly Employee Cost Bargaining Unit	Monthly Employee Cost		
	Single	2 Person	Family
BEA	\$2.15	\$4.29	\$7.94
MESPA	\$2.69	\$5.32	\$9.43
MESPA COB Plan	\$1.12	\$2.21	\$4.05
Paraprofessionals	\$2.32	\$4.72	\$8.45
ABSASP	\$2.24	\$4.46	\$8.26
AFSCME 1860	\$2.51	\$4.93	\$8.99
Admin, Operational Asst, Manager	\$2.33	\$4.64	\$8.42

July 1, 2017 through June 30, 2018	
Vision - Blue Cross Blue Shield MI – 26 pays	
Tier	Monthly Employee Cost
Single	\$0.14
2 Person	\$0.28
Family	\$0.47
Vision - Blue Cross Blue Shield MI – 20 pays	
Tier	Monthly Employee Cost
Single	\$0.18
2 Person	\$0.37
Family	\$0.61

Disclaimer: For employees working part time (FTE less than 100%), costs will be adjusted

EXHIBIT D

LETTER OF UNDERSTANDING

Should financial circumstances result in the need for either party to request to renegotiate items contained herein, it is agreed that said negotiations will occur on notification to the other party. Further, it is expressly understood that only items directly associated with the demonstrated need shall be considered.

EXHIBIT E
FORM FOR DONATION OF SICK LEAVE DAYS

_____ voluntary donate from my accumulated bank of sick leave days
Name

_____ days to _____ for his/her use. I understand the days donated
Number of Name

will be reduced from my accumulated bank. I understand the donation is voluntary and has been made at the request of the employee and not the school district or the Association.

Signature of employee making the donation

HR Verification: _____

APPENDIX B

BIRMINGHAM PUBLIC SCHOOLS
Birmingham, Michigan

SECRETARIAL/CLERICAL EVALUATION

Employee's Name: _____

Job Title: _____ Building: _____

Period of Evaluation: _____

The purpose of this evaluation form is to identify strengths and weakness and to inform the employee of their progress to date. After discussing this evaluation with the employee, please return this form to the Personnel Relations Office where it will become part of the employee's file.

*Check the position on the scale that best describes each quality of the employee. All ratings of "needs improvement" and "unsatisfactory" must be accompanied by an explanatory statement.

NOTE TO SUPERVISOR: Please confirm your recommendation on the bottom of the 90th day work evaluation. Indicate if this employee's status should be changed from "probationary" to "permanent" at this time.

	Satisfactory	Needs Improvement	Unsatisfactory
1. Acceptance of Constructive Criticism - consider employee's willingness to accept constructive criticism.			
2. Attendance/Punctuality - routinely present at work and conforms to work hours.			
3. Attitude/Cooperation - consider employee's overall attitude toward their duties, working relationship with other employees, and flexibility.			
4. Diplomacy/Discretion - demonstrates tactfulness with the public and is trustworthy in the confidential aspects of her position.			
5. Job Knowledge - consider the ability to organize and expedite work through a knowledge and understanding of policies, procedures, directives, and related factors.			
6. Job Skills - consider the ability to perform the secretarial/clerical job skills applicable to the assignment such as: typing, filing, telephone usage, bookkeeping, etc.			
7. Personal Appearance - consider the employee's neatness in dress, personal hygiene, grooming, and poise.			

	Satisfactory	Needs Improvement	Unsatisfactory
8. Quality of Work - consider neatness, thoroughness, accuracy, and timeliness of work. (general appearance of work)			
9. Quantity of Work - amount of work an employee does in a workday.			
10. Responsibility/Dependability - consider the ability to carry out work assignments with minimum supervision and direction; the ability to meet the expected and unexpected demands of the assignment in a calm and efficient manner. This category embraces such qualities as loyalty, judgment, and initiative.			
11. Use of Equipment - consider office machines and equipment used in employee's job and the proficiency with which it is maintained and operated.			
12. Composite Evaluation:			

*Comments as Required:

General Comments (supervisor or employee)

Signature of Supervisor _____

Date _____ This

report has been discussed with me. My signature does does not imply agreement.

Signature of Employee _____

Date _____